



**ORENDA®**  
**INTERNATIONAL**

# **STATEMENT OF POLICIES** *and* **PROCEDURES**

## **SECTION 1 - CORPORATE MISSION STATEMENT**

Orenda International exists to lift people by helping them to discover and develop their god-given power to enhance the quality of their health, their thoughts and their lives and return to them control over their time, finances and career.

### **Our Focus:**

Orenda will have the most profitable Marketing Partners in the entire network marketing industry, particularly in their first six months.

## **SECTION 2 — INTRODUCTION**

### **2.1 — Policies and Compensation Plan Incorporated into Bio-Marketing Partner Agreement**

These Policies and Procedures, in their present form and as amended at the sole discretion of Orenda International LLC (hereafter “Orenda” or the “Company”), are incorporated into, and form an integral part of, the Orenda Independent Bio-Marketing Partner Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Orenda Independent Bio-Marketing Partner Application and Agreement, these Policies and Procedures, the Orenda Bio-Velocity™ Compensation Plan, and the Orenda Business Entity Application (if applicable). These documents are incorporated by reference into the Orenda Bio-Marketing Partner Agreement (all in their current form and as amended by Orenda). It is the responsibility of each Bio-Marketing Partner to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When sponsoring or enrolling a new Bio-Marketing Partner, it is the responsibility of the sponsoring Bio-Marketing Partner to provide the most current version of these Policies and Procedures and the Orenda Bio-Velocity™ Compensation Plan to the applicant prior to his or her execution of the Bio-Marketing Partner Agreement.

### **2.2 — Purpose of Policies**

Orenda is a direct sales company that markets products through Independent Bio-Marketing Partners. It is important to understand that your success and the success of your fellow Bio-Marketing Partners is dependent upon the integrity of the men and women who market our products. To clearly define the relationship that exists between Bio-Marketing Partners and Orenda, and to explicitly set a standard for acceptable business conduct, Orenda has established the Agreement.

Orenda Bio-Marketing Partners are required to comply with all of the Terms and Conditions set forth in the Agreement which Orenda may amend at its sole discretion from time to time, as well as all federal, state, provincial, territorial, and local laws governing their Orenda business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this manual carefully. It explains and governs the relationship between you, as an independent contractor and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from anyone in your upline or Orenda.

### **2.3 — Changes to the Agreement**

Because federal, state, provincial, territorial and local laws, as well as the business environment, periodically change, Orenda reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By signing the Bio-Marketing Partner Agreement, a Bio-Marketing Partner agrees to abide by all amendments or modifications that Orenda elects to make. Amendments shall be effective upon notice to all Bio-Marketing Partners that the Agreement has been modified. Notification of amendments shall be published in official Orenda materials. The Company shall provide or make available to all Bio-Marketing Partners a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) fax-on-demand; (4) voice mail system broadcast; (5) inclusion in Company periodicals; (6) inclusion in product orders or Override, Differential Profit, or Bonus checks; or (7) special mailings. The continuation of a Bio-Marketing Partner’s Orenda business or a Bio-Marketing Partner’s acceptance of Overrides, Differential Profits, or Bonuses constitutes acceptance of any and all amendments.

### **2.4 — Delays**

Orenda shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party’s source of supply, or government decrees or orders.

### **2.5 — Policies and Provisions Severable**

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

### **2.6 — Waiver**

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Orenda to exercise any right or power under the Agreement or to insist upon strict compliance by a Bio-Marketing Partner with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Orenda’s right to demand exact compliance with the Agreement. Waiver by Orenda can be effected only in writing by an authorized officer of the Company. Orenda’s waiver of any particular breach by a Bio-Marketing Partner shall not affect or impair Orenda’s rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Bio-Marketing Partner. Nor shall any delay or omission by Orenda to exercise any right arising from a breach affect or impair Orenda’s rights as to that or any subsequent breach.

The existence of any claim or cause of action of a Bio-Marketing Partner against Orenda shall not constitute a defense to Orenda’s enforcement of any term or provision of the Agreement.

## **SECTION 3 — BECOMING A BIO-MARKETING PARTNER**

### **3.1 — Requirements to Become a Bio-Marketing Partner**

To become an Orenda Bio-Marketing Partner, each applicant must:

- a) Be of the age of majority in his or her state of residence;
- b) Reside in the United States, Canada, or a U.S. Territory;
- c) Have a valid Social Security or Federal Tax ID number;
- d) Purchase a Bio-Marketing Partner Kit (not applicable in North Dakota);
- e) Submit a properly completed (originals only - no copies) and signed Bio-Marketing Partner Application and Agreement to Orenda; and
- f) Have a Direct/Preferred Customer or Bio-Marketing Partner in his or her marketing organization.

### **3.2 — New Bio-Marketing Partner Registration by Online Enrollment, Telephone, or Fax**

The Sponsor or the potential new Bio-Marketing Partner may enroll the new Bio-Marketing Partner online, or call the Orenda home office during regular business hours to receive a temporary Bio-Marketing Partner Identification Number and temporary authorization for a new Bio-Marketing Partner. (See the front of the Bio-Marketing Partner Application and Agreement for phone numbers and appropriate business hours.) The person making the enrollment must be able to provide all necessary Bio-Marketing Partner Agreement information for the online, telephonic, or fax enrollment. A Bio-Marketing Partner Kit will be provided to the new Bio-Marketing Partner.

New Bio-Marketing Partners who enroll via web, telephone or fax must mail the original signed Bio-Marketing Application and Agreement to Orenda. All overrides, differential profits and bonuses will be held until Orenda receives the original signed Bio-Marketing Partner Application and Agreement.

### **3.3 — Bio-Marketing Partner Benefits**

Once a Bio-Marketing Partner Application and Agreement has been accepted by Orenda, the benefits of the Bio-Velocity™ Compensation Plan and the Bio-Marketing Partner Agreement are available to the new Bio-Marketing Partner. These benefits include the right to:

- a) Purchase Orenda products at the Bio-Marketing Partner price;
- b) Retail Orenda products described in the Orenda product catalog and profit from these sales;
- c) Participate in the Orenda Bio-Velocity™ Compensation Plan (receive Level Discounts, Overrides, Differential Profits, and Bonuses, if eligible);
- d) Sponsor other individuals as Customers or Bio-Marketing Partners into the Orenda business and thereby, build a marketing organization and progress through the Orenda Bio-Velocity™ Compensation Plan;
- e) Receive periodic Orenda literature and other Orenda communications;
- f) Participate in Orenda-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- g) Participate in promotional and incentive contests and programs sponsored by Orenda for its Bio-Marketing Partners.

## **SECTION 4 — OPERATING AN ORENDA BUSINESS**

### **4.1 — Adherence to the Orenda Bio-Velocity™ Compensation Plan**

Bio-Marketing Partners must adhere to the terms of the Orenda Bio-Velocity™ Compensation Plan as set forth in official Orenda literature. Bio-Marketing Partners shall not offer the Orenda opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Orenda literature. Bio-Marketing Partners shall not require or encourage other current or prospective Customers or Bio-Marketing Partners to participate in Orenda in any manner that varies from the program as set forth in official Orenda literature. Bio-Marketing Partners shall not require or encourage other current or prospective Customers or Bio-Marketing Partners to execute any agreement or contract other than official Orenda agreements and contracts in order to become an Orenda Bio-Marketing Partner. Similarly, Bio-Marketing Partners shall not require or encourage other current or prospective Customers or Bio-Marketing Partners to make any purchase from, or payment to, any individual or other entity to participate in the Orenda Bio-Velocity™ Compensation Plan other than those purchases or payments identified as recommended or required in official Orenda literature.

### **4.2 — Advertising**

#### **4.2.1 - In General**

All Bio-Marketing Partners shall safeguard and promote the good reputation of Orenda and its products. The marketing and promotion of Orenda, the Orenda opportunity, the Bio-Velocity™ Compensation Plan, and Orenda products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and the tremendous opportunity Orenda offers, Bio-Marketing Partners must use the sales aids and support materials produced by Orenda. The rationale behind this requirement is simple. Orenda has carefully designed its products, product labels, Bio-Velocity™ Compensation Plan, and promotional materials to ensure that each aspect of Orenda is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state provincial laws. If Orenda Bio-Marketing Partners were allowed to develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or

regulations affecting an Orenda business is almost certain. These violations, although they may be relatively few in number, would jeopardize the Orenda opportunity for all Bio-Marketing Partners. Accordingly, Bio-Marketing Partners must submit all written sales aids, promotional materials, advertisements, and other literature (including proposed Internet advertising) to the Company for approval. Unless the Bio-Marketing Partner receives specific written approval to use the material, the request shall be deemed denied.

#### **4.2.2 - Spamming and Unsolicited Faxes**

Except as provided in this section, Bio-Marketing Partners may not use or transmit unsolicited faxes, mass e-mail distribution, unsolicited e-mail, or "spamming" relative to the operation of their Orenda businesses. The terms "unsolicited faxes" and "unsolicited e-mail" mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting Orenda, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax or e-mail: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Bio-Marketing Partner has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between a Bio-Marketing Partner and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Bio-Marketing Partner; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

#### **4.2.3 - Bio-Marketing Partner Web Sites**

If a Bio-Marketing Partner desires to utilize an Internet web page to promote his or her business, he or she may do so through the company's official web site, using an official Orenda Business Web Site template included as part of the Orenda Executive VirtualOffice Package. Bio-Marketing Partners MAY NOT develop their own web site / pages. However, Bio-Marketing Partners are allowed to develop an active server page, web page hyperlinking or point an existing URL to the Orenda Corporate or their personal Orenda Business Web Site but: (a) must use the text of the company's official web site; and (b) may not supplement the content of his or her active server page, hyperlink web page with text from any source other than the company. Bio-Marketing Partners who develop or publish their own active server page, web page hyperlinking or point an existing URL must register their pages and/or URL's with the company and receive written approval from the company prior to the pages, hyperlinks or URL's public availability. The failure to adhere to the use of only an official Orenda Business website constitutes a material breach of these Policies and Procedures.

All meta tags that a Bio-Marketing Partner wishes to insert into his or her active server page, web page that hyperlinks or URL that points to either the Orenda Corporate web page or their individual Orenda Business Web Site must be approved by Orenda. In addition, prior to registering his or her active server page, hyperlink page or URL with an Internet search engine, a Bio-Marketing Partner must receive written approval of all headings, listings, and key words to be utilized in such registrations. The failure to obtain approval of meta tags, headings, listings and key words is a violation of these Policies and Procedures.

#### **4.2.4 - Domain Names and E-Mail Addresses**

Bio-Marketing Partners may not use or attempt to register any of Orenda's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. Nor may Bio-Marketing Partners incorporate or attempt to incorporate any of Orenda's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, into any electronic mail address.

#### **4.2.5 - Trademarks and Copyrights**

Orenda will not allow the use of its trade names, trademarks, designs, or symbols by any person, including an Orenda Bio-Marketing Partner, without its prior, written permission. Bio-Marketing Partners may not produce for sale or distribution any recorded company events and speeches without written permission from Orenda nor may Bio-Marketing Partners reproduce for sale or for personal use any recording of company-produced audio or video tape presentations.

#### **4.2.6 - Media and Media Inquiries**

Bio-Marketing Partners must not attempt to respond to media inquiries regarding Orenda, its products, or their independent Orenda business. All inquiries by any type of media must be immediately referred to Orenda's Marketing Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

#### **4.3 — Bonus Buying**

"Bonus buying" includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Bio-Marketing Partner Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Bio-Marketing Partner or Customer; (c) the enrollment or attempted enrolment of non-existent individuals or entities as Bio-Marketing Partners or Customers ("phantoms"); or (d) the use of a credit card by or on behalf of a Bio-Marketing Partner or Customer when the Bio-Marketing Partner or Customer is not the account holder of such credit card. Bonus buying constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

#### **4.4 — Business Entities**

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be an Orenda Bio-Marketing Partner by submitting its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the "Entity Documents") to Orenda, along with a properly completed Business Entity Registration form. An Orenda business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Bio-Marketing Partner Application and Agreement. The Business Entity Registration form must be signed by all of the shareholders, members, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Orenda.

## **4.5 — Changes to the Orenda Business**

### **4.5.1 - In General**

Each Bio-Marketing Partner must immediately notify Orenda of all changes to the information contained on his or her Bio-Marketing Partner Application and Agreement. Bio-Marketing Partners may modify their existing Bio-Marketing Partner Agreement (i.e., change Social Security number to Federal I.D. number, or change the form of ownership from an individual proprietorship to a business entity owned by the Bio-Marketing Partner) by submitting a written request, a properly executed Bio-Marketing Partner Application and Agreement, and appropriate supporting documentation. Changes shall be processed only once per year. All changes must be submitted by November 30 to become effective on January 1 of the following year.

### **4.5.2 - Addition of Co-Applicants**

When adding a co-applicant (either an individual or a business entity) to an existing Orenda business, the Company requires both a written request as well as a properly completed Bio-Marketing Partner Application and Agreement containing the applicant and co-applicant's Social Security Numbers and signatures. To prevent the circumvention of Section 4.24 (regarding transfers and assignments of Orenda business), the original applicant must remain as a party to the original Bio-Marketing Partner Application and Agreement. If the original Bio-Marketing Partner wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with Section 4.24. If this process is not followed, the business shall be canceled upon the withdrawal of the original Bio-Marketing Partner. All Override, Differential Profit, and Bonus checks will be sent to the address of record of the original Bio-Marketing Partner. Please note that the modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5.3, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Bio-Marketing Partner Application and Agreement. Orenda may, at its discretion, require notarized documents before implementing any changes to an Orenda business. Please allow thirty (30) days after the receipt of the request by Orenda for processing.

### **4.5.3 - Change of Sponsor**

To protect the integrity of all marketing organizations and safeguard the hard work of all Bio-Marketing Partners, Orenda strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Bio-Marketing Partner and marketing organization. Accordingly, the transfer of an Orenda business from one sponsor to another is rarely permitted.

Requests for change of sponsorship must be submitted in writing to the Bio-Marketing Partner Support Department, and must include the reason for the transfer. Transfers will only be considered in the following two (2) circumstances:

- (a) In cases involving fraudulent inducement or unethical sponsoring, a Bio-Marketing Partner may request that he or she be transferred to another organization with his or her entire marketing organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case by case basis.
- (b) The Bio-Marketing Partner seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of his or her immediate three (3) upline Bio-Marketing Partners. Photocopied or facsimile signatures are not acceptable. All Bio-Marketing Partner signatures must be notarized. The Bio-Marketing Partner who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring Bio-Marketing Partner also wants to move any of the Bio-Marketing Partners in his or her marketing organization, each downline Bio-Marketing Partner must also obtain a properly completed Sponsorship Transfer Form and return it to Orenda with the \$50.00 change fee (i.e., the transferring Bio-Marketing Partner and each Bio-Marketing Partner in his or her marketing organization multiplied by \$50.00 is the cost to move an Orenda business.) Downline Bio-Marketing Partners will not be moved with the transferring Bio-Marketing Partner unless all of the requirements of this paragraph are met. Transferring Bio-Marketing Partners must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by Orenda for processing and **verifying** change requests.

### **4.5.4 - Cancellation and Re-application**

A Bio-Marketing Partner may legitimately change organizations by voluntarily canceling his or her Orenda business and remaining inactive (i.e., no purchases of Orenda products for resale, no sales of Orenda products, no sponsoring, no attendance at any Orenda functions, participation in any other form of Bio-Marketing Partner activity, or operation of any other Orenda business) for six (6) full calendar months. Following the six month period of inactivity, the former Bio-Marketing Partner may reapply under a new sponsor. Orenda will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to Orenda in writing.

## **4.6 — Unauthorized Claims**

### **4.6.1 - Product Claims**

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Orenda may be made except those contained in official Orenda literature. In particular, no Bio-Marketing Partner may make any claim that Orenda products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Nor may Bio-Marketing Partners insert drug or disease names in any web site meta tags or search engine registrations. Not only are such claims violative of Orenda policies, but they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

### **4.6.2 - Income Claims**

In their enthusiasm to enroll prospective Bio-Marketing Partners, some Bio-Marketing Partners are occasionally tempted to

make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Bio-Marketing Partners may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At Orenda, we firmly believe that the Orenda income potential is great enough to be highly attractive, without reporting the earnings of others.

Moreover, the Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Bio-Marketing Partners may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Orenda as well as the Bio-Marketing Partner making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Orenda Bio-Marketing Partners do not have the data necessary to comply with the legal requirements for making income claims, a Bio-Marketing Partner, when presenting or discussing the Orenda opportunity or Bio-Velocity™ Compensation Plan to a prospective Bio-Marketing Partner, may not make income projections, income claims, or disclose his or her Orenda income (including the showing of checks, copies of checks, bank statements, or tax records). Hypothetical income examples that are used to explain the operation of the Bio-Velocity™ Compensation Plan, and which are based solely on mathematical projections, may be made to prospective Bio-Marketing Partners, so long as the Bio-Marketing Partner who uses such hypothetical examples makes clear to the prospective Bio-Marketing Partner(s) that such earnings are hypothetical.

#### **4.7 — Commercial Outlets**

Orenda strongly encourages the retailing and selling of its products through person to person contact. In an effort to reinforce this method of marketing and to help provide a standard of fairness for its Bio-Marketing Partner base, Bio-Marketing Partners may not display or sell Orenda products in any retail or service establishment.

Orenda will permit Bio-Marketing Partners to solicit and make commercial sales upon prior written approval from the Company. For the purposes of these Policies and Procedures, the term “commercial sale” means the sale of:

- (a) Orenda products that equal or exceed \$3,000 or more in a single order; and
- (b) To a third party who intends to resell the products to an end consumer.

##### **4.7.1 - Trade Shows, Expositions and Other Sales Forums**

Bio-Marketing Partners may display and/or sell Orenda products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Bio-Marketing Partners must contact the Bio-Marketing Partner Support Department in writing for conditional approval, as Orenda’s policy is to authorize only one Orenda business per event. Final approval will be granted to the first Bio-Marketing Partner who submits an official advertisement of the event, a copy of the contract signed by both the Bio-Marketing Partner and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Marketing Department. Orenda further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the Orenda opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer’s markets as these events are not conducive to the professional image Orenda wishes to portray.

#### **4.8 — Conflicts of Interest**

##### **4.8.1 - Non-solicitation**

Orenda Bio-Marketing Partners are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively “network marketing”). However, during the term of this Agreement, Bio-Marketing Partners may not recruit other Orenda Bio-Marketing Partners or Customers for any other network marketing business. Following the cancellation of this Agreement, and for a period of six months thereafter, a former Bio-Marketing Partner may not recruit any Orenda Bio-Marketing Partner or Customer for another network marketing business if: 1) that Bio-Marketing Partner or Customer was in the former Bio-Marketing Partner’s downline marketing organization; or 2) the former Bio-Marketing Partner met, developed a relationship with, or gained knowledge of the Bio-Marketing Partner or Customer by virtue of their mutual participation in Orenda. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another Orenda Bio-Marketing Partner or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Bio-Marketing Partner’s actions are in response to an inquiry made by another Bio-Marketing Partner or Customer.

Bio-Marketing Partners must not sell, or attempt to sell, any competing non-Orenda products or services to Orenda Customers or Bio-Marketing Partners. Any product or services in the same generic category as an Orenda product is deemed to be competing (e.g., any dietary supplement is in the same generic category as Orenda’s dietary supplements, and is therefore a competing product, regardless of differences in cost, quality, ingredients or nutrient content.).

Bio-Marketing Partners may not display Orenda products with any other products or services in a fashion that might in any way confuse or mislead a prospective customer or Bio-Marketing Partner into believing there is a relationship between the Orenda and non-Orenda products or services. Bio-Marketing Partners may not offer the Orenda opportunity or products to prospective or existing Customers or Bio-Marketing Partners in conjunction with any non-Orenda program, opportunity, product or service. Bio-Marketing Partners may not offer any non-Orenda opportunity, products or services at any Orenda-related meeting, seminar or convention, or immediately following such event.

##### **4.8.2 - Downline Activity Reports**

Downline Activity Reports are available for Bio-Marketing Partner access and viewing at Orenda’s official web site. Access to online Downline Activity Reports is password protected. **All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Orenda.** Downline

Activity Reports are provided to Bio-Marketing Partners in strictest confidence and are made available to Bio-Marketing Partners for the sole purpose of assisting Bio-Marketing Partners in working with their respective Downline Organizations in the development of their Orenda business. Bio-Marketing Partners should use their Downline Activity Reports to assist, motivate, and train their downline Bio-Marketing Partners. The Bio-Marketing Partner and Orenda agree that, but for this agreement of confidentiality and nondisclosure, Orenda would not provide Downline Activity Reports to the Bio-Marketing Partner. A Bio-Marketing Partner shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- a) Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- b) Directly or indirectly disclose his or her password or other user access code to his or her Downline Activity Report;
- c) Use the information to compete with Orenda or for any purpose other than promoting his or her Orenda business;
- d) Recruit or solicit any Bio-Marketing Partner or Customer of Orenda listed on any report, or in any manner attempt to influence or induce any Bio-Marketing Partner or Preferred Customer of Orenda, to alter their business relationship with Orenda; or
- e) Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report.

Upon demand by the Company, any current or former Bio-Marketing Partner will return the original and all copies of Downline Activity Reports to the Company.

#### **4.9 — Cross-Sponsoring**

Actual or attempted cross sponsoring is strictly prohibited. "Cross sponsoring" is defined as the enrollment of an individual who or entity that already has a current Customer or Bio-Marketing Partner Agreement on file with Orenda, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Bio-Marketing Partners shall not demean, discredit or defame other Orenda Bio-Marketing Partners in an attempt to entice another Bio-Marketing Partner to become part of the first Bio-Marketing Partner's marketing organization. This policy shall not prohibit the transfer of an Orenda business in accordance with Section 4.24.

#### **4.10 — Errors or Questions**

If a Bio-Marketing Partner has questions about or believes any errors have been made regarding Overrides, Differential Profits, Bonuses, Level Discounts, Downline Activity Reports, or charges, the Bio-Marketing Partner must notify Orenda in writing within 60 days of the date of the purported error or incident in question. Orenda will not be responsible for any errors, omissions or problems not reported to it within 60 days.

#### **4.11 — Excess Inventory Purchases Prohibited**

Bio-Marketing Partners are not required to carry inventory of products or sales aids. Bio-Marketing Partners who do so may find making retail sales and building a marketing organization somewhat easier because of the decreased response time in fulfilling customer orders or in meeting a new Bio-Marketing Partner's needs. Each Bio-Marketing Partner must make his or her own decision with regard to these matters. To ensure that Bio-Marketing Partners are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to Orenda upon the Bio-Marketing Partner's cancellation pursuant to the terms of Section 8.2.

Orenda strictly prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for Level Discounts, Overrides, Differential Profits, Bonuses, or advancement in the Bio-Velocity™ Compensation Plan. Bio-Marketing Partners may not purchase more inventory than they can reasonably resell or consume in a month nor may they encourage others to do so. Bio-Marketing Partners are prohibited from purchasing more than \$3,000 in products per month unless they certify to Orenda that they have pending retail orders in excess of that amount or provide Orenda with other written reason why such a purchase is necessary.

#### **4.12 — Governmental Approval or Endorsement**

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Bio-Marketing Partners shall not represent or imply that Orenda or its Bio-Velocity™ Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

#### **4.13 — Identification**

All Bio-Marketing Partners are required to provide their Social Security Number, Social Insurance Number, or a Federal Employer Identification Number to Orenda on the Bio-Marketing Partner Application and Agreement. Upon enrollment, the Company will provide a unique Bio-Marketing Partner Identification Number to the Bio-Marketing Partner by which he or she will be identified. This number will be used to place orders, and track Level Discounts, Overrides, Bonuses, and Differential Profits.

#### **4.14 — Income Taxes**

Every year, Orenda will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who falls into one of the following categories:

- a) Had earnings of over \$600 in the previous calendar year; or
- b) Made purchases during the previous calendar year in excess of \$5,000.

Each Bio-Marketing Partner is responsible for paying local, state/provincial, and federal taxes on any income generated as

an Independent Bio-Marketing Partner. If an Orenda business is tax exempt, the Federal tax identification number must be provided to Orenda.

#### **4.15 — Independent Contractor Status**

Bio-Marketing Partners are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between Orenda and its Bio-Marketing Partners does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Bio-Marketing Partner. Bio-Marketing Partners shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Bio-Marketing Partners are responsible for paying local, state, and federal taxes due from all compensation earned as a Bio-Marketing Partner of the Company. The Bio-Marketing Partner has no authority (expressed or implied), to bind the company to any obligation. Each Bio-Marketing Partner shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Bio-Marketing Partner Agreement, these Policies and Procedures, and applicable laws.

The name of Orenda and other names as may be adopted by Orenda are proprietary trade names, trademarks and service marks of Orenda. As such, these marks are of great value to Orenda and are supplied to Bio-Marketing Partners for their use only in an expressly authorized manner. Use of Orenda name on any item not produced by the company is prohibited except as follows:

Bio-Marketing Partner's Name  
Independent Orenda Bio-Marketing Partner

All Bio-Marketing Partners may list themselves as an "Independent Orenda Bio-Marketing Partner" in the white or yellow pages of the telephone directory under their own name. No Bio-Marketing Partner may place telephone directory display ads using Orenda's name or logo. Bio-Marketing Partners may not answer the telephone by saying "Orenda", "Orenda Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Orenda.

#### **4.16 — Insurance**

You may wish to arrange insurance coverage for your business. Neither your homeowner's insurance policy nor your automobile insurance policy covers business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present homeowner's and automobile policies.

#### **4.17 — International Marketing**

Because of critical legal and tax considerations, including: compliance with foreign laws regarding the approval, registration or licensure of products; regulations regarding ingredients, labeling, and packaging; cautionary statements; protection of intellectual property; compliance with customs, tax, and immigration laws; compliance with direct selling laws; product and income representations; and literature content and language requirements, Orenda must limit the resale of Orenda products, and the presentation of the Orenda business to prospective customers and Bio-Marketing Partners located within the United States, Canada and U.S. Territories. Moreover, allowing a few Bio-Marketing Partners to conduct business in markets not yet opened by Orenda would violate the concept of affording every Bio-Marketing Partner the equal opportunity to expand internationally.

Accordingly, Bio-Marketing Partners are authorized to sell Orenda products, and enroll Customers or Bio-Marketing Partners only in the countries in which Orenda is authorized to conduct business, as announced in official company literature. Orenda products or sales aids cannot be shipped into or sold in any foreign country. Bio-Marketing Partners may sell, give, transfer, or distribute Orenda products or sales aids only in their home country. In addition, no Bio-Marketing Partner may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or Bio-Marketing Partners; or (c) conduct any other activity for the purpose of selling Orenda products, establishing a marketing organization, or promoting the Orenda opportunity.

#### **4.18 — Adherence to Laws and Ordinances**

##### **4.18.1 - Local Ordinances**

Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Bio-Marketing Partners because of the nature of their business. However, Bio-Marketing Partners must obey those laws that do apply to them. If a city or county official tells a Bio-Marketing Partner that an ordinance applies to him or her, the Bio-Marketing Partner shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Orenda. In most cases there are exceptions to the ordinance that may apply to Orenda Bio-Marketing Partners.

##### **4.18.2 - Compliance With Federal, State, and Local Laws**

Bio-Marketing Partners shall comply with all federal, state, and local laws and regulations in the conduct of their businesses.

#### **4.19 — Minors**

A person who is recognized as a minor in his/her state of residence may not be an Orenda Bio-Marketing Partner. Bio-Marketing Partners shall not enroll or recruit minors into the Orenda program.

#### **4.20 — One Orenda Business**

A Bio-Marketing Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Orenda business. No individual may have, operate or receive compensation from more than one Orenda business. Individuals of the same family unit may not enter into or have an interest in more than one Orenda Business. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.



In order to maintain the integrity of the Orenda Bio-Velocity™ Compensation Plan, husbands and wives or common-law couples (collectively “spouses”) who wish to become Orenda Bio-Marketing Partners must be jointly sponsored as one Orenda business. Spouses, regardless of whether one or both are signatories to the Bio-Marketing Partner Application and Agreement, may not own or operate any other Orenda business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or any other legal or equitable ownership) in the ownership or management of another Orenda business in any form.

An exception to the one business per Bio-Marketing Partner rule will be considered on a case by case basis if two Bio-Marketing Partners marry or in cases of a Bio-Marketing Partner receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Compliance Department.

#### **4.20.1 - Actions of Household Members or Affiliated Individuals**

If any member of a Bio-Marketing Partner’s immediate household engages in any activity which, if performed by the Bio-Marketing Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Bio-Marketing Partner and Orenda may take disciplinary action pursuant to the Statement of Policies against the Bio-Marketing Partner. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively “affiliated individual”) violates the Agreement, such action(s) will be deemed a violation by the entity, and Orenda may take disciplinary action against the entity.

#### **4.21 — Re-packaging and Re-labeling Prohibited**

Bio-Marketing Partners may not re-package, re-label, refill or alter the labels on any Orenda products, information, materials or programs in any way. Orenda products must be sold in their original containers only. Such re-labeling or repackaging would likely violate federal and state laws, which could result in severe criminal penalties. You should also be aware that civil liability can arise when, as a consequence of the repackaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

#### **4.22 — Requests for Records**

Any request from a Bio-Marketing Partner for copies of invoices, applications, downline activity reports, or other records will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

#### **4.23 — Roll-up of Marketing Organization**

When a vacancy occurs in a Marketing Organization due to the termination of an Orenda business, each Bio-Marketing Partner in the first level immediately below the terminated Bio-Marketing Partner on the date of the cancellation will be moved to the first level (“front line”) of the terminated Bio-Marketing Partner’s sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will “roll-up” to A and become part of A’s first level.

#### **4.24 — Sale, Transfer or Assignment of Orenda Business**

Although an Orenda business is a privately owned, independently operated business, the sale, transfer or assignment of an Orenda business is subject to certain limitations. If a Bio-Marketing Partner wishes to sell his or her Orenda business, the following criteria must be met:

- a) Protection of the existing line of sponsorship must always be maintained so that the Orenda business continues to be operated in that line of sponsorship.
- b) The buyer or transferee must be (or must become) a qualified Orenda Bio-Marketing Partner. If the buyer is an active Orenda Bio-Marketing Partner, he or she must first terminate his or her Orenda business simultaneously with the purchase, transfer, assignment or acquisition of any interest in the new Orenda business.
- c) Before the sale, transfer or assignment can be finalized and approved by Orenda, any debt obligations the selling Bio-Marketing Partner has with Orenda must be satisfied.
- d) The selling Bio-Marketing Partner must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign an Orenda business.

Prior to selling an Orenda business, the selling Bio-Marketing Partner must notify Orenda Bio-Marketing Partner Support Department of his or her intent to sell the Orenda business. No changes in line of sponsorship can result from the sale or transfer of an Orenda business.

#### **4.25 — Separation of an Orenda Business**

Orenda Bio-Marketing Partners sometimes operate their Orenda businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as “entities”) may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Bio-Marketing Partners and the Company, Orenda will involuntarily terminate the Bio-Marketing Partner Agreement and roll-up their entire organization pursuant to Section 4.23.

During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

- a) One of the parties may, with consent of the other(s), operate the Orenda business pursuant to an assignment in

writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Orenda to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.

- b) The parties may continue to operate the Orenda business jointly on a "business-as-usual" basis, whereupon all compensation paid by Orenda will be paid in the joint names of the Bio-Marketing Partners or in the name of the entity to be divided as the parties may independently agree between themselves.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Orenda split Override, Differential Profit, and/or Bonus checks between divorcing spouses or members of dissolving entities. Orenda will recognize only one Downline Organization and will issue only one Override/Bonus/Differential Profit check per Orenda business per month. Checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of Overrides, Bonuses, Differential Profits, and ownership of the business, the Bio-Marketing Partner Agreement shall be involuntarily canceled.

If a former spouse or a former entity affiliate has completely relinquished all rights in their original Orenda business, they are thereafter free to enroll under any sponsor of their choosing, so long as they meet the waiting period requirements set forth in Section 4.5.4. In such case, however, the former spouse or partner shall have no rights to any Bio-Marketing Partners in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Bio-Marketing Partner.

#### **4.26 — Sponsoring**

All active Bio-Marketing Partners in good standing have the right to sponsor and enroll others into Orenda. Each prospective Customer or Bio-Marketing Partner has the ultimate right to choose his or her own Sponsor. If two Bio-Marketing Partners claim to be the Sponsor of the same new Bio-Marketing Partner or Customer, the Company shall regard the first application received by the Company as controlling.

#### **4.27 — Stacking**

The term "stacking" includes: (a) the failure to transmit to Orenda, or the holding of an Independent Bio-Marketing Partner Application and Agreement in excess of two business days after its execution; (b) the placement or manipulation of Independent Bio-Marketing Partner Applications and Agreements for the purpose of maximizing compensation pursuant to Orenda's Bio-Velocity™ Compensation Plan; or (c) providing financial assistance to new Bio-Marketing Partners for the purpose of maximizing compensation pursuant to Orenda's Bio-Velocity™ Compensation Plan. Stacking constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

#### **4.28 — Succession**

Upon the death or incapacitation of a Bio-Marketing Partner, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Bio-Marketing Partner should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever an Orenda business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all Overrides, Differential Profits, and Bonuses of the deceased Bio-Marketing Partner's marketing organization provided the following qualifications are met. The successor(s) must:

- a) Execute a new Bio-Marketing Partner Agreement;
- b) Comply with terms and provisions of the Agreement; and
- c) Meet all of the qualifications for the deceased Bio-Marketing Partner's status.

Override, Differential Profit and Bonus checks of an Orenda business transferred pursuant to this section will be paid in a single check jointly to the devisees. The devisees must provide Orenda with an "address of record" to which all Override, Differential Profit and Bonus checks will be sent. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal taxpayer identification number. Orenda will issue all Override, Differential Profit, and Bonus checks and one IRS Form 1099 to the business entity.

##### **4.28.1 - Transfer Upon Death of a Bio-Marketing Partner**

To effect a testamentary transfer of an Orenda business, the successor must provide the following to Orenda: (1) an original death certificate; (2) a notarized copy of the will or other instrument establishing the successor's right to the Orenda business; and (3) a completed and executed Bio-Marketing Partner Agreement.

##### **4.28.2 - Transfer Upon Incapacitation of a Bio-Marketing Partner**

To effect a transfer of an Orenda business because of incapacity, the successor must provide the following to Orenda: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Orenda business; and (3) a completed Bio-Marketing Partner Agreement executed by the trustee.

#### **4.29 — Telemarketing Techniques**

The use of any automated telephone solicitation equipment or "boiler-room" telemarketing operations in connection with the marketing or promotion of Orenda, its products or the opportunity is strictly prohibited.

## **SECTION 5 — RESPONSIBILITIES OF BIO-MARKETING PARTNERS**

### **5.1 — Change of Address or Telephone**

To ensure timely delivery of products, support materials, and Override checks, it is critically important that the Orenda's files are current. Street addresses are required for shipping since UPS cannot deliver to a post office box. Bio-Marketing Partners planning to move should send their new address and telephone numbers to Orenda's Corporate Offices to the attention of the Bio-Marketing Partner Support Department. To guarantee proper delivery, two weeks advance notice must be provided to Orenda on all changes.

### **5.2 — Continuing Development Obligations**

#### **5.2.1 - Ongoing Training**

Any Bio-Marketing Partner who sponsors another Bio-Marketing Partner into Orenda must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Orenda business. Bio-Marketing Partners must have ongoing contact and communication with the Bio-Marketing Partners in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Bio-Marketing Partners to Orenda meetings, training sessions, and other functions. Upline Bio-Marketing Partners are also responsible to motivate and train new Bio-Marketing Partners in Orenda product knowledge, effective sales techniques, the Orenda Bio-Velocity™ Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline Bio-Marketing Partners must not, however, violate Section 4.2 (regarding the development of Bio-Marketing Partner-produced sales aids and promotional materials).

Bio-Marketing Partners must monitor the Bio-Marketing Partners in their Downline Organizations to ensure that downline Bio-Marketing Partners do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Bio-Marketing Partner should be able to provide documented evidence to Orenda of his or her ongoing fulfillment of the responsibilities of a Sponsor.

#### **5.2.2 - Increased Training Responsibilities**

As Bio-Marketing Partners progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Orenda program. They will be called upon to share this knowledge with lesser experienced Bio-Marketing Partners within their organization.

#### **5.2.3 - Ongoing Sales Responsibilities**

Regardless of their level of achievement, Bio-Marketing Partners have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

### **5.3 — Nondisparagement**

Orenda wants to provide its independent Bio-Marketing Partners with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Support Department. Remember, to best serve you, we must hear from you! While Orenda welcomes constructive input, negative comments and remarks made in the field by Bio-Marketing Partners about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Orenda Bio-Marketing Partners. For this reason, and to set the proper example for their downline, Bio-Marketing Partners must not disparage Orenda, other Orenda Bio-Marketing Partners, Orenda's products, the Bio-Velocity™ Compensation Plan, or Orenda's directors, officers, or employees. The disparagement of Orenda, other Orenda Bio-Marketing Partners, Orenda's products, the Bio-Velocity™ Compensation Plan, or Orenda's directors, officers, or employees constitutes a material breach of these Policies and Procedures.

### **5.4 — Providing Documentation to Applicants**

Bio-Marketing Partners must provide the most current version of the Policies and Procedures and the Bio-Velocity™ Compensation Plan to individuals whom they are sponsoring to become Bio-Marketing Partners before the applicant signs a Bio-Marketing Partner Agreement. Additional copies of Policies and Procedures can be acquired from Orenda.

### **5.5 — Reporting Policy Violations**

Bio-Marketing Partners observing a Policy violation by another Bio-Marketing Partner should submit a written report of the violation directly to the attention of the Orenda Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

### **5.6 — Talent Release**

All Bio-Marketing Partners authorize Orenda to use their names, photographs, images, voices and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use. Such authorization shall survive the termination of the Agreement and shall terminate one year from the date of the termination of the Agreement.

## **SECTION 6 — SALES REQUIREMENTS**

### **6.1 — Product Sales**

The Orenda Bio-Velocity™ Compensation Plan is based upon the sale of Orenda products to end consumers. Bio-Marketing Partners must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for Level Discounts, Overrides, Differential Profits, Bonuses and advancement to higher levels of achievement. The following sales requirements must be satisfied for Bio-Marketing Partners to be eligible for Overrides, Differential Profits, and Bonuses:

- a) Bio-Marketing Partners must satisfy the Personal Volume (PV) and Personal Group Volume (PGV) requirements to fulfill the requirements associated with their rank as specified in the Orenda Bio-Velocity™ Compensation Plan. PV includes purchases made by the Bio-Marketing Partner and purchases made by the Bio-Marketing Partner's personally enrolled Direct and Preferred Customers. PGV shall include the total PV of all Bio-Marketing Partners in his or her Personal Group.
- b) At least 70% of a Bio-Marketing Partner's total monthly PV must be sold to personal retail, Direct, or Preferred Customers. By reordering, a Bio-Marketing Partner certifies that he or she has complied with this policy.
- c) Bio-Marketing Partners and customers may place orders twenty-four hours a day seven days per week (24/7) via the following methods: Web/Internet (Shopping Cart), phone and fax. For a phone or fax order to be included in a bonus period, those orders MUST be received by the close of business, 5:00 PM on the last business day of the bonus period.
- d) Bio-Marketing Partners must develop or service at least five Customers every month. These customers can be personal retail customers, Auto Ship Customers, Preferred/Direct Customers, or any combination of the three

### **6.2 — No Price or Territory Restrictions**

Bio-Marketing Partners are *not* required to sell Orenda products at the suggested retail prices set by Orenda on the Orenda Price List. Bio-Marketing Partners may sell Orenda products at any price they choose. There are no exclusive territories granted to anyone. No franchise fees are required.

### **6.3 — Sales Receipts**

All Bio-Marketing Partners must provide their retail customers with two copies of an official Orenda sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee for Orenda products, as well as any consumer protection rights afforded by federal or state law. Bio-Marketing Partners must maintain all retail sales receipts for a period of two years and furnish them to Orenda at the company's request. Records documenting the purchases of Bio-Marketing Partners' Direct and Preferred Customers will be maintained by Orenda.

If a sale qualifies as a "door-to-door" sale, Bio-Marketing Partners must ensure that the following information is contained on each sales receipt:

- (1) The date of the transaction;
- (2) The date (not earlier than the third business day following the date of the transaction) by which the buyer may give notice of cancellation; and
- (3) Name and address of the selling Bio-Marketing Partner;

Remember that customers must receive two copies of the sales receipt. In addition, Bio-Marketing Partners who make "door-to-door" sales must orally inform the buyer of his or her cancellation rights.

For the purposes of these Policies and Procedures, a "door-to-door" sale means a sale or contract for sale of consumer goods or services with a purchase price of \$25 or more, in which the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller (*e.g.*, sales at the buyer's residence or at facilities rented on a temporary or short-term basis, such as hotel or motel rooms, convention centers, fairgrounds and restaurants, or sales at the buyer's workplace). The phrase "consumer goods or services" is defined as "goods or services purchased, leased, or rented primarily for personal, family, or household purposes, including courses of instruction or training regardless of the purpose for which they are taken." Thus, whether a transaction involves "consumer goods or services" will depend upon the ultimate purposes of the purchaser.

"Door-to-door" sales do not include a transaction:

- (1) Made pursuant to prior negotiations in the course of a visit by the buyer to a retail business establishment having a fixed permanent location where the products are exhibited for sale on a continuing basis; or
- (2) Conducted and consummated entirely by mail or telephone, and without any other contact between the buyer and the seller or its representative prior to delivery of the products or performance of the services.

## **SECTION 7 — LEVEL DISCOUNTS, OVERRIDES, BONUSES AND DIFFERENTIAL PROFITS**

### **7.1 — Level Discount, Override, Bonus and Differential Profit Qualifications**

A Bio-Marketing Partner must be active and in compliance with the Agreement to qualify for Level Discounts, Overrides, Bonuses and Differential Profits. So long as a Bio-Marketing Partner complies with the terms of the Agreement, Orenda shall pay Overrides, Bonuses and Differential Profits to such Bio-Marketing Partner in accordance with the Bio-Velocity™ Compensation Plan. The minimum amount for which Orenda will issue a check is \$5.00. If a Bio-Marketing Partner's Overrides, Differential Profits, and Bonuses do not equal or exceed \$5.00, the Company will accrue the Overrides, Differential Profits, and Bonuses until they total \$5.00. A check will be issued once \$5.00 has been accrued.

### **7.2 — Adjustment to Overrides, Differential Profits, and Bonuses**

### **7.2.1 - Adjustments for Returned Products**

Bio-Marketing Partners receive Overrides, Differential Profits, and Bonuses based on the actual sales of products to end consumers. When a product is returned to Orenda for a refund or is repurchased by the Company, the Overrides, Differential Profits, and Bonuses attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the Override, Bonus, and/or Differential Profit is recovered, from the Bio-Marketing Partners who received Overrides, Bonuses, and Differential Profits on the sales of the refunded products.

### **7.2.2 - Other Deductions**

Orenda will deduct from all Override and Differential Profit checks of Bio-Marketing Partners of the rank of Manager and above an information services fee based on the Web Access and Independent Partner Information Services schedule in the current version of the Bio-Velocity Compensation Plan. This monthly fee is for the following services provided to Managers and above: The Bio-Marketing Partner's Replicated Web Site, Internet access, enewsletters, and printed downline activity reports.

### **7.3 — Unclaimed Overrides, Differential Profits, Bonuses and Credits**

Bio-Marketing Partners must deposit or cash Override, Differential Profit, and Bonus checks within **six months** from their date of issuance. A check that remains uncashed after six months will be void. After a check has been voided, Orenda will attempt to notify a Bio-Marketing Partner who has an uncashed check by sending a monthly written notice to his or her last known address identifying the amount of the check and advising that the Bio-Marketing Partner can request that the check be reissued. There shall be a \$15.00 charge for reissuing a check, and a \$10.00 fee for each notice that is sent to the Bio-Marketing Partner. These charges shall be deducted from the balance owed to the Bio-Marketing Partner.

Customers or Bio-Marketing Partners who have a credit on account must use their credit within six months from the date on which the credit was issued. If credits have not been used within six months, Orenda shall attempt to notify the Bio-Marketing Partner or Customer on a monthly basis, by sending written notice to the last known address, advising the Bio-Marketing Partner or Customer of the credit. There shall be a \$10.00 charge for each attempted notification. This charge shall be deducted from the Bio-Marketing Partner's or Customer's credit on account.

### **7.4 — Online Activity Reports**

All information provided by Orenda in online activity reports, including but not limited to Personal Volume, Personal Group Volume (or any part thereof), downline sponsoring activity, and accrued Overrides, Differential Profits, and/or Bonuses is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by Orenda or any persons creating or transmitting the information.

ALL PGV AND PV INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ORENDA AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY BIO-MARKETING PARTNER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PGV AND PV INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, OVERRIDES, BONUSSES, DIFFERENTIAL PROFITS, LEVEL DISCOUNTS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF ORENDA OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, ORENDA OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of Orenda's online activity reporting services and the information contained therein is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Orenda's online activity reporting services and your reliance on the information.

## **SECTION 8 — PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE**

### **8.1 — Product Guarantee**

#### **8.1.1 - Returns by Retail Customers**

Orenda offers, through its Bio-Marketing Partners, a 100% 30 day money-back guarantee to all retail customers. Every Bio-Marketing Partner is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any Orenda product, the retail customer may return the unused portion of the product to the Bio-Marketing Partner from whom it was purchased, within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (including shipping costs).

*The following provision sets forth the minimum refund permitted by law to a retail customer:*

A retail customer who makes a purchase of \$25.00 or more has three business days (72 hours) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form. When a Bio-

Marketing Partner makes a sale or takes an order from a retail customer who cancels or requests a refund within the 72 hour period, the Bio-Marketing Partner must promptly refund the customer's money as long as the products are returned to the Bio-Marketing Partner in substantially as good condition as when received. Additionally, Bio-Marketing Partners must orally inform customers of their right to rescind a purchase or an order within 72 hours, and ensure that the date of the order or purchase is entered on the order form. All retail customers must be provided with two copies of an official Orenda sales receipt at the time of the sale. The back of the receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

#### **8.1.2 - Returns by Direct/Preferred Customers**

Orenda offers Direct and Preferred Customers an unconditional 30 day money-back guarantee. If, for any reason, a Direct or Preferred Customer is dissatisfied with any Orenda product, he or she may return that product to the Company within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (less shipping).

#### **8.1.3 - Returns by Bio-Marketing Partners (Products Purchased for Personal Consumption)**

If a Bio-Marketing Partner is unsatisfied with any Orenda product purchased for personal use, the Company offers a 100% 30 day money-back guarantee (less shipping). This guarantee is limited to \$200. If a Bio-Marketing Partner wishes to return merchandise exceeding \$200, in any 12 month period, the return will be deemed an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms of Section 8.2, and the Bio-Marketing Partner's Agreement shall be canceled.

#### **8.1.4 - Returns by Bio-Marketing Partners (Products Returned by Personal Retail Customers)**

If a personal retail customer returns a product to the Bio-Marketing Partner from whom it was purchased, the Bio-Marketing Partner may return it to the company for an exchange or refund (less shipping). All products returned by personal retail customers must be returned to the Company within 10 days from the date on which it was returned to the Bio-Marketing Partner along with the sales receipt which the Bio-Marketing Partner gave to the Customer.

### **8.2 — Return of Inventory and Sales Aids by Bio-Marketing Partners**

Upon cancellation of a Bio-Marketing Partner's Agreement, the Bio-Marketing Partner may return inventory and sales aids for a refund if he or she is unable to sell or use the merchandise. A Bio-Marketing Partner may only return products and sales aids purchased by him or her that are in resalable condition. Upon receipt of the products and sales aids, the Bio-Marketing Partner will be reimbursed 90% of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The company shall deduct from the reimbursement paid to the Bio-Marketing Partner any Overrides, Differential Profits, Bonuses, rebates or other incentives received by the Bio-Marketing Partner which were associated with the merchandise that is returned.

#### **8.2.1 - Montana Residents**

A Montana resident may cancel his or her Bio-Marketing Partner Agreement within 15 days from the date of enrollment, and may return his or her Bio-Marketing Partner Kit for a full refund within such time period.

### **8.3 — Procedures for All Returns**

The following procedures apply to all returns for refund, repurchase, or exchange:

- a) All merchandise must be returned by the Bio-Marketing Partner or customer who purchased it directly from Orenda.
- b) All products to be returned must have a Return Authorization Number which will be obtained by calling the Bio-Marketing Partner Support Department. This Return Authorization Number must be written on each carton returned.
- c) The return is accompanied by:
  1. a completed and signed Consumer Return Form;
  2. a copy of the original dated retail sales receipt; and
  3. the unused portion of the product in its original container.
- d) Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to Orenda shipping pre-paid. Orenda does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Bio-Marketing Partner. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Bio-Marketing Partner to trace the shipment.
- e) If a Bio-Marketing Partner is returning merchandise to Orenda that was returned to him or her by a personal retail customer, the product must be received by Orenda within ten (10) days from the date on which the retail customer returned the merchandise to the Bio-Marketing Partner, and must be accompanied by the sales receipt the Bio-Marketing Partner gave to the customer at the time of the sale.

No refund or replacement of product will be made if the conditions of these rules are not met.

## **SECTION 9 — DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **9.1 — Disciplinary Sanctions**

Orenda is unique to the network marketing world in that the decision whether or not to discipline a Bio-Marketing Partner is made by the Disciplinary Sub-Committee of the Dispute Resolution and Disciplinary Board ("DRDB"). Both the full DRDB and the Disciplinary Sub-Committee are comprised of equal numbers of members from the Bio-Marketing Partner force and from Orenda management. In order for the DRDB to impose a disciplinary action on a Bio-Marketing Partner, a majority of the members of the

Disciplinary Sub-Committee must approve the sanction.

Violation of the Agreement, these Policies and Procedures, or any illegal, fraudulent, deceptive or unethical business conduct by a Bio-Marketing Partner may result, upon the majority vote of the members of the Disciplinary Sub-Committee, in one or more of the below-listed corrective measures. Upon the Disciplinary Sub-Committee's decision to impose sanctions on a Bio-Marketing Partner, that decision is reviewed by outside legal counsel. If outside legal counsel approves the Disciplinary Sub-Committee's decision, the disciplinary sanction(s) will be imposed. The available sanctions include the following:

- a) Issuance of a written warning or admonition;
- b) Requiring the Bio-Marketing Partner to take immediate corrective measures;
- c) Imposition of a fine, which may be withheld from Override, Differential Profit, and Bonus checks;
- d) Loss of rights to one or more Override, Differential Profit and Bonus checks;
- e) Orenda may withhold from a Bio-Marketing Partner all or part of the Bio-Marketing Partner's Overrides, Differential Profits, and Bonuses during the period that Orenda is investigating any conduct allegedly violative of the Agreement. If a Bio-Marketing Partner's business is canceled for disciplinary reasons, the Bio-Marketing Partner will not be entitled to recover any sums withheld during the investigation period;
- f) Suspension of the individual's Bio-Marketing Partner Agreement for one or more pay periods;
- g) Involuntary termination of the offender's Bio-Marketing Partner Agreement;
- h) Any other measure expressly allowed within any provision of the Agreement or which Orenda deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Bio-Marketing Partner's policy violation or contractual breach;
- i) In situations deemed appropriate by Orenda, the Company may institute legal proceedings for monetary and/or equitable relief.

### 9.2 — Grievances and Complaints

When a Bio-Marketing Partner has a grievance or complaint with another Bio-Marketing Partner regarding any practice or conduct in relationship to their respective Orenda businesses, the complaining Bio-Marketing Partner should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline Sponsor. If the matter cannot be resolved, it must be reported in writing to the Bio-Marketing Partner Support Department at the Company. The Bio-Marketing Partner Support Department will review the facts and attempt to resolve it. If it is not resolved, it will be referred to the Dispute Resolution and Disciplinary Board for final review and determination.

### 9.3 — Dispute Resolution and Disciplinary Board

The DRDB is made-up of equal numbers of members from the Bio-Marketing Partner force and from Orenda management. One-half of the members are Bio-Marketing Partners and one-half are Orenda employees. The purpose of the DRDB is to: (1) impose disciplinary sanctions as provided in Section 9.1 above; (2) review appeals of disciplinary sanctions (by the full DRDB); and (3) review matters between Orenda Bio-Marketing Partners. After the response or settlement instituted by Bio-Marketing Partner Services has been denied or otherwise remains unresolved, the Dispute Resolution Board reviews evidence, deliberates, and responds to current outstanding issues on a collective basis.

A Bio-Marketing Partner may submit a written request for a telephonic or in-person hearing within seven business days from the date of: (1) the written notice by Orenda of disciplinary action; or (2) the written decision of Bio-Marketing Partner Services regarding disputes between Bio-Marketing Partners. All communication with Orenda and the Bio-Marketing Partner seeking resolution of a dispute must be in writing. It is within the DRDB's discretion whether a claim is accepted for review. If the DRDB agrees to review the matter, it shall schedule a hearing within 15 days of the receipt of the Bio-Marketing Partner's written request. All evidence (e.g., documents, exhibits, etc.) that a Bio-Marketing Partner desires to have considered by the DRDB must be submitted to Orenda no later than seven business days before the date of the hearing. The Bio-Marketing Partner shall bear all of the expenses related to his or her attendance and the attendance of any witnesses he or she desires to be present at the hearing. The decision of the DRDB will be final and subject to no further review. During the pendency of the claim before the DRDB, the Bio-Marketing Partner waives his or her right to pursue arbitration or any other remedy.

Following issuance of a sanction, the disciplined Bio-Marketing Partner may appeal the sanction to the full DRDB. Bio-Marketing Partner's appeal must be in writing and received by the Company within 15 days from the date of Orenda's cancellation notice. If the appeal is not received by Orenda within the 15 day period, the sanction will be final. The Bio-Marketing Partner must submit all supporting documentation with his or her appeal correspondence. If the Bio-Marketing Partner files a timely appeal of cancellation, the full DRDB will review and reconsider the sanction, consider any other appropriate action, and notify the Bio-Marketing Partner in writing of its decision.

### 9.4 — Arbitration

**Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If a Bio-Marketing Partner files a claim or counterclaim against Orenda, he or she may only do so on an individual basis and not with any other Bio-Marketing Partner or as part of a class or consolidated action.** Bio-Marketing Partners waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Phoenix, Arizona, unless the laws of the state in which a Bio-Marketing Partner resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. The parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. No other aspects of the Federal Rules of Civil Procedure shall be applicable to an arbitration. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. The prevailing party shall be entitled to receive from the losing party

costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent Orenda from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Orenda's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

#### **9.5 — Governing Law, Jurisdiction and Venue**

Jurisdiction and venue of any matter not subject to arbitration shall reside in Maricopa County, State of Arizona unless the laws of the state in which a Bio-Marketing Partner resides expressly require the application of its laws, in which case that state's law shall govern all issues related to jurisdiction and venue. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Arizona shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Bio-Marketing Partner resides expressly require the application of its laws.

### **SECTION 10 — ORDERING**

#### **10.1 — Direct/Preferred Customers**

Bio-Marketing Partners are encouraged to promote Orenda's Direct/Preferred Customer Program to retail customers. The Direct/Preferred Customer Program allows retail customers to purchase their products directly from Orenda. Customers simply call Orenda's Toll Free Order Number or access the Bio-Marketing Partner's replicated web site to place their orders, which they can charge to their credit (Visa, MasterCard, American Express & Discover Card), debit card or as an eCheck (ACH) transaction deducted from a checking or savings account. Orenda will send the ordered products directly to the customer. To ensure that Bio-Marketing Partners receive the appropriate Differential Profit, Customers may not place an order without a Bio-Marketing Partner's ID Number.

Direct Customers purchase products directly from Orenda at the Suggested Retail Price. If a Bio-Marketing Partner wishes to pass-on a discount from the Suggested Retail Price, the customer is a Preferred Customer. The Preferred Customer discount is deducted from the Bio-Marketing Partner's Differential Profits generated by the sale to the Preferred Customer.

#### **10.2 — Purchasing Orenda Products**

Each Bio-Marketing Partner should purchase his or her products directly from Orenda. If a Bio-Marketing Partner purchases products from another Bio-Marketing Partner or any other source, the purchasing Bio-Marketing Partner will not receive the Personal Volume that is associated with that purchase.

#### **10.3 — General Order Policies**

On mail orders with invalid or incorrect payment, Orenda will attempt to contact the Bio-Marketing Partner by phone, and/or mail to try to obtain another payment. If these attempts are unsuccessful after five working days the order will be returned unprocessed. No C.O.D. orders will be accepted. Orenda maintains no minimum order requirements. Orders for products and sales aids may be combined.

#### **10.4 — Shipping and Back Order Policy**

Orenda will normally ship products within three (3) working days from the date on which it receives an order. Orenda will expeditiously ship any part of an order currently in stock. If, however, an ordered item is out-of-stock, it will be placed on back order and sent when Orenda receives additional inventory. Bio-Marketing Partners will be charged and given Personal Volume on back ordered items unless notified on the invoice that the product has been discontinued. Orenda will notify Bio-Marketing Partners and Customers if items are back-ordered and are not expected to ship within 30 days from the date of the order. An estimated shipping date will also be provided. Back ordered items may be canceled upon a Customer's or Bio-Marketing Partner's request. Customers and Bio-Marketing Partners may request a refund, credit on account, or replacement merchandise for canceled back orders. If a refund is requested, the Bio-Marketing Partner's Personal Volume will be decreased by the amount of the refund in the month in which the refund is issued.

#### **10.5 — Confirmation of Order**

A Bio-Marketing Partner and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice, and is free of damage. Failure to notify Orenda of any shipping discrepancy or damage within thirty days of shipment will cancel a Bio-Marketing Partner's right to request a correction.

### **SECTION 11 — PAYMENT AND SHIPPING**

#### **11.1 — Deposits**

No monies should be paid to or accepted by a Bio-Marketing Partner for a sale to a personal retail customer except at the time of product delivery. Bio-Marketing Partners should not accept monies from retail customers to be held for deposit in anticipation of future deliveries.

#### **11.2 — Insufficient Funds**

It is the responsibility of each Bio-Marketing Partner to ensure that there are sufficient funds or credit available in his or her account to cover the monthly Direct Ship order. Orenda will not contact Bio-Marketing Partners in regard to orders canceled due to insufficient funds or credit. This may result in a Bio-Marketing Partner's failure to meet his or her Personal Volume requirements for the month.



### 11.3 — Returned Checks

All checks returned by a Bio-Marketing Partner's bank for insufficient funds will be re-submitted for payment. A \$25.00 returned check fee will be charged to the account of the Bio-Marketing Partner. After receiving a returned check from a customer or a Bio-Marketing Partner, ***all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to Orenda by a Bio-Marketing Partner for NSF checks and returned check fees will be withheld from subsequent Override, Differential Profit, and Bonus checks.***

### 11.4 — Restrictions on Third Party Use of Credit Cards and Checking Account Access

Bio-Marketing Partners shall not permit other Bio-Marketing Partners or Customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the company.

### 11.5 — Sales Taxes

In designing the Orenda opportunity, one of our guiding philosophies has been to free Bio-Marketing Partners from as many administrative, operational, and logistical tasks as possible. In doing so, Bio-Marketing Partners are free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. To these ends, Orenda relieves Bio-Marketing Partners of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes.

By virtue of its business operations, Orenda is required to charge sales taxes on all purchases made by Bio-Marketing Partners and Customers, and remit the taxes charged to the respective states. Accordingly, Orenda will collect and remit sales taxes on behalf of Bio-Marketing Partners, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If a Bio-Marketing Partner has submitted, and Orenda has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Bio-Marketing Partner. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state or province for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state/province. Any sales tax exemption accepted by Orenda is not retroactive.

The taxability of products and sales tax rates differ by state. Additionally, an increasing number of local taxes (county and city) are being initiated throughout the country. This could result in a disparity in what Orenda charges a Bio-Marketing Partner and what the Bio-Marketing Partner in turn can charge a retail customer depending upon where the sale occurs. The difference should be brought to the attention of Orenda Customer Service Department for adjustment. Bio-Marketing Partners must provide date of sale, state, county, city and rate of tax where sold, total retail sales and the amount of the additional tax due, or credit due. It is the responsibility of each Bio-Marketing Partner to know what products are taxable and at what rate. If you have questions regarding taxability and rates, contact your state or local department of revenue for assistance.

## **SECTION 12 — INACTIVITY AND CANCELLATION**

### 12.1 — Effect of Cancellation

So long as a Bio-Marketing Partner remains active and complies with the terms of the Bio-Marketing Partner Agreement and these Policies and Procedures, Orenda shall pay Overrides, Differential Profits, and/or Bonuses to such Bio-Marketing Partner in accordance with the Bio-Velocity™ Compensation Plan. A Bio-Marketing Partner's Level Discounts, Overrides, Bonuses, and Differential Profits constitute the entire consideration for the Bio-Marketing Partner's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Bio-Marketing Partner's cancellation for inactivity or voluntary or involuntary cancellation of his or her Bio-Marketing Partner Agreement (all of these methods are collectively referred to as "cancellation"), the former Bio-Marketing Partner shall have no right, title, claim or interest to the marketing organization which he or she operated, or any Overrides, Bonuses, or Differential Profits from the sales generated by the organization. **A Bio-Marketing Partner whose business is canceled will permanently lose all rights as a Bio-Marketing Partner. This includes the right to sell Orenda products and services and the right to receive future Level Discounts, Overrides, Differential Profits, Bonuses, or other income resulting from the sales and other activities of the Bio-Marketing Partner's former downline sales organization. In the event of cancellation, Bio-Marketing Partners agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any Overrides, Differential Profits, Bonuses, or other remuneration derived from the sales and other activities from his or her former downline organization.**

The former Bio-Marketing Partner shall not hold himself or herself out as an Orenda Bio-Marketing Partner and shall not have the right to sell Orenda products or services. A Bio-Marketing Partner whose Bio-Marketing Partner Agreement is canceled shall receive Overrides, Differential Profits, and Bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

### 12.2 — Cancellation Due to Inactivity

It is the Bio-Marketing Partner's responsibility to lead his or her marketing organization with the proper example in personal production of sales to end consumers. Without this proper example and leadership, the Bio-Marketing Partner will lose his or her right to receive Overrides, Differential Profits, and Bonuses from sales generated through his or her marketing organization. Therefore, Bio-Marketing Partners who personally produce less than 50BV of Personal Volume (PV) for any pay period will not receive Overrides, Differential Profits, or Bonuses for the sales generated through their marketing organization for that pay period. If a Bio-Marketing Partner has not fulfilled his or her personal sales requirements for a period of twelve (12) consecutive calendar months (and thus become "inactive"), his or her Bio-Marketing Partner Agreement shall be canceled for inactivity. The cancellation

will become effective on the day following the last day of the twelfth month of inactivity. Written confirmation of the cancellation will not be provided by Orenda.

### **12.3 — Involuntary Cancellation**

A Bio-Marketing Partner's violation of any of the terms of the Agreement, including any amendments that may be made by Orenda in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary cancellation of his or her Bio-Marketing Partner Agreement. Cancellation shall be effective on the date on which written notice is mailed, return receipt requested, to the Bio-Marketing Partner's last known address, or when the Bio-Marketing Partner receives actual notice of cancellation, whichever occurs first.

### **12.4 — Voluntary Cancellation**

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address. The written notice must include the Bio-Marketing Partner's signature, printed name, address, and Bio-Marketing Partner I.D. Number.

## **SECTION 13 — DEFINITIONS**

**Active Bio-Marketing Partner** — A Bio-Marketing Partner who satisfies the minimum Personal Volume (PV) requirements, as set forth in the Orenda Bio-Velocity™ Compensation Plan, to ensure that he or she is eligible to receive Level Discounts, Overrides, and/or Differential Profits.

**Active Rank** — The term "active rank" refers the current rank of a Bio-Marketing Partner, as determined by the Orenda Bio-Velocity™ Compensation Plan, for any commission month. To be considered "active" relative to a particular rank, a Bio-Marketing Partner must meet the criteria set forth in the Orenda Bio-Velocity™ Compensation Plan for his or her respective rank. *(See the definition of "Rank" below.)*

**Agreement** - The contract between the Company and each Bio-Marketing Partner includes the Bio-Marketing Partner Application and Agreement, the Orenda Policies and Procedures, the Orenda Bio-Velocity™ Compensation Plan, and the Business Entity Form (where appropriate), all in their current form and as amended by Orenda in its sole discretion. These documents are collectively referred to as the "Agreement."

**Bio-Marketing Partner Kit** — A selection of Orenda training materials and business support literature that each new Independent Marketing Bio-Marketing Partner is required to purchase. The Bio-Marketing Partner Kit is sold to Bio-Marketing Partners at the Company's cost.

**Bonus** — *See the definition of "Generation Overrides and Infinity Bonuses" in the Bio-Velocity™ Compensation Plan.*

**Business Value (BV)** — The dollar amount assigned to each Orenda product. The BV of a product is usually less than or equal to the retail price of the product. All Overrides and Bonuses are paid on the BV of Orenda products. *(Bio-Marketing Partner Kits and sales aids have no BV).*

**Cancel** — The termination of a Bio-Marketing Partner's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

**Commissionable Products** — All Orenda products on which Overrides and Bonuses are paid. Bio-Marketing Partner Kits and sales aids are not commissionable products.

**Company** — The term "Company" as it is used throughout the Agreement means Orenda, LLC

**Compression** — The process by which inactive Bio-Marketing Partners and Customers are excluded from the computation of Overrides, Differential Profits, and/or Bonuses for eligible Bio-Marketing Partners. Orenda's compression program ensures that Bio-Marketing Partners are paid on their Personal Group Volume.

**Differential Profit** — "Differential Profit" is defined in the Bio-Velocity™ Compensation Plan.

**Direct/Preferred Customer** — A non-Bio-Marketing Partner who purchases products directly from Orenda, either by calling in his or her order to the Company or through a Bio-Marketing Partner's web site.

**Downline** — *See "Marketing Organization" below.*

**Downline Activity Report** — A monthly report generated by Orenda that provides critical data relating to the identities of Bio-Marketing Partners, sales information, and enrollment activity of each Bio-Marketing Partner's Marketing Organization. This report contains confidential and trade secret information which is proprietary to Orenda.

**Downline Leg** — Each one of the individuals enrolled immediately underneath you and their respective marketing organizations represents one "leg" in your marketing organization.

End Consumer — A person who purchases Orenda products for the purpose of personally consuming them rather than for resale to someone else.

Generation — The term “generation” refers to the position a Manager, Director, Sr. Director, or Executive holds relative to another Manager, Director, Sr. Director, or Executive in the upline or downline. Hence, an Executive may have any number of “generations” of Executives as in the example below. A first generation Manager may be several levels of Bio-Marketing Partners down in a downline. “Level” refers to the position relative to sponsor order. “Generations” are dynamic and are based on qualification whereas levels are static.

Immediate Household — Heads of household and dependent family members residing in the same house.

Level — The layers of downline Customers and Bio-Marketing Partners in a particular Bio-Marketing Partner’s Marketing Organization. This term refers to the relationship of a Bio-Marketing Partner relative to a particular upline Bio-Marketing Partner, determined by the number of Bio-Marketing Partners between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A’s fourth level.

Level Discount — “Level Discount” is defined in the Bio-Velocity™ Compensation Plan.

Marketing Organization — The Customers and Bio-Marketing Partners sponsored below a particular Bio-Marketing Partner.

Official Orenda Material — Literature, audio or video tapes, files, and other materials developed, printed, published and distributed by Orenda to Bio-Marketing Partners.

Override — “Override” is defined in the Bio-Velocity™ Compensation Plan.

Personal Group — A Bio-Marketing Partner and all Bio-Marketing Partners in his or her Marketing Organization that have not reached the rank of Manager or above.

Personal Group Volume (PGV) — The Business Value (BV) of Orenda products generated by a Bio-Marketing Partner’s Personal Group. (Bio-Marketing Partner Kits and sales aids have no Business Volume.)

Personal Production — Moving product to an end consumer for personal use.

Personal Volume (PV) — The Business Value (BV) of products sold in a calendar month: (1) by the Company to a Bio-Marketing Partner; and (2) by the Company to the Bio-Marketing Partner’s personally enrolled Direct, Preferred, or Auto Ship Customers.

Rank — The “title” that a Bio-Marketing Partner has achieved pursuant to the Orenda Bio-Velocity™ Compensation Plan.

Recruit — For purposes of Orenda’s Conflict of Interest Policy (Section 4.8), the term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another Orenda Bio-Marketing Partner, Direct or Preferred Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Bio-Marketing Partner’s actions are in response to an inquiry made by another Bio-Marketing Partner, Direct or Preferred Customer.

Resalable — Products and sales aids shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) products are returned to Orenda within one year from the date of purchase; 5) the product expiration date has not elapsed; and 6) the product contains current Orenda labeling. Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item, shall not be resalable.

Retail Customer — An individual who purchases Orenda products from a Bio-Marketing Partner.

Retail Profit — The difference between the wholesale price of products and the retail price a Bio-Marketing Partner receives for products when they are resold.

Roll-Up — The method by which a vacancy in a Marketing Organization left by a Bio-Marketing Partner whose Bio-Marketing Partner Agreement has been canceled is filled.

Sponsor — A Bio-Marketing Partner who enrolls another Bio-Marketing Partner into the Company, and is listed as the Sponsor on the Bio-Marketing Partner Application and Agreement. The act of enrolling others and training them to become Bio-Marketing Partners

is called “sponsoring.”

Suggested Retail Price (SRP) — The price at which Orenda suggests Bio-Marketing Partners sell a particular product to retail customers. *Notwithstanding the SRP, Bio-Marketing Partners are always free to sell Orenda products at any price they choose.*

Upline — This term refers to the Bio-Marketing Partner or Bio-Marketing Partners above a particular Bio-Marketing Partner in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Bio-Marketing Partner to the Company.

Wholesale Price (Wholesale) — The price of the products that is paid to the Company by Bio-Marketing Partners. The wholesale price is also called Bio-Marketing Partner Cost.

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