

# Anjuli Global Inc.

## STATEMENT OF POLICIES Effective May 1, 2023

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## **SECTION 1 - INTRODUCTION**

### **1.1 - Policies and Xplorer Rewards Incorporated into Xplorer Licensing Agreement**

This Statement of Policies, in its present form and as amended at the sole discretion of Anjuli Global Inc. (hereafter “Anjuli Global” or the “Company”), are incorporated into, and form an integral part of, the Anjuli Global Independent Xplorer Licensing Agreement. Throughout this Statement of Policies, when the term “Agreement” is used, it collectively refers to the Anjuli Global Xplorer Application and Licensing Agreement, the Statement of Policies and the Anjuli Global Xplorer Rewards Program. These documents are incorporated by reference into the Anjuli Global Independent Xplorer Agreement (all in their current form and as amended by Anjuli Global).

### **1.2 - Purpose of Policies**

Anjuli Global is an omnichannel marketing Company that markets its products through Independent Xplorers. Your success and the success of your fellow Xplorers depend on the integrity of those who market Anjuli Global products. To clearly define the relationship that exists between our Xplorers and Anjuli Global, and to set a standard for acceptable business conduct, Anjuli Global has established this Agreement.

Anjuli Global Xplorers are required to comply with all the Terms and Conditions set forth in the Agreement, as well as all federal, state, and local laws governing their Anjuli Global business and their conduct. Familiarity with these laws is very important. Please carefully review the information in this Statement of Policies. It sets forth the respective duties, responsibilities, and obligations governing the relationship between each Independent Xplorer, and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek clarification from Anjuli Global. Your interests are always served by seeking the advice of your attorney when you have questions regarding your situation.

### **1.3 - Modifications to the Agreement**

To maintain a viable business and to comply with governing federal, state, and local laws, and economic conditions, Anjuli Global reserves the right to amend the Agreement and product pricing at its sole and absolute discretion. By executing the Xplorer Agreement, an Xplorer agrees to abide by all amendments or modifications that Anjuli Global makes upon publication and by continuing to receive or willingness to receive reward payment payments. Amendments shall be effective upon publication of notice and posting of the amended provision(s). Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: 1.) posting on the Company’s official web site; 2.) text messages or SMS (Short Messaging Service) via the Anjuli Global technology platform; 3.) electronic mail (e-mail); 4.) in online Company publications (i.e. via the corporate website or Xplorer back office); 5.) inclusion in product orders or reward payments; or, 6.) special mailings. The continuation of an Xplorer’s Anjuli Global business, the acceptance of any rewards under the Agreement, or an Xplorer’s acceptance of reward payments constitutes acceptance of all amendments.

### **1.4 - Delays**

Anjuli Global shall not be responsible for processing complications, shipping delays or failures in performance of its obligations when performance is made commercially impracticable. This includes, without limitation to: strikes, labor difficulties, technical difficulties, riot, war, fire, death, curtailment of a party’s source of supply, or government decrees or orders.

### **1.5 - 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, the invalid portion of the provision shall be severed, and all remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

### **1.6 - Waiver**

Failure by Anjuli Global to exercise any right or power under the Agreement or to insist upon strict compliance by an Xplorer with any obligation or provision of the Agreement, shall not constitute a waiver of Anjuli Global's right to Xplorer compliance with the Agreement. No custom or practice of the parties that is at variance with the terms of the Agreement constitute a waiver. Waiver by Anjuli Global of any violation of any provision of the Agreement can be effectuated only in writing by an authorized officer of the Company. Anjuli Global's written waiver of any breach by an Xplorer shall not affect or impair Anjuli Global's right to enforce any subsequent breach. An Anjuli Global written waiver shall not affect the obligations of any other Xplorer. Any delay or omission by Anjuli Global to exercise any right arising from a breach shall not impair Anjuli Global's rights as to any subsequent breach.

The existence of any claim or cause of action of an Xplorer against Anjuli Global shall not constitute a defense to Anjuli Global's enforcement of any term or provision of the Agreement.

## **SECTION 2 - BECOMING AN XPLORER**

*Xplorers are independent contractors of the Company who have been granted a non-exclusive authorization and license to sell Anjuli Global products in accordance with the terms and conditions set forth by the Company. Acceptance by the Company of an Xplorer Application does not constitute the sale of a franchise or membership.*

### **2.1 - Independent Contractor Status**

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

### **2.2 - Application Requirements**

To become an Anjuli Global Xplorer, each applicant must:

- 3.) Be of contractual age (usually 18) in the jurisdiction in which they reside;
- 4.) Reside in the United States or U.S. Territories or country that Anjuli Global has officially announced is open for business;
- 5.) Provide a valid Social Security or Federal Tax ID number, required by federal law or country where Anjuli Global is officially open for operation and as required by each opened country's laws, for income reporting purposes; and,
- 6.) Accurately complete and submit the online Xplorer Application and Agreement to Anjuli Global and

agree to the company's terms and conditions which further highlight an Xplorer's obligations.

- 7.) Pay the Anjuli Global Xplorer Licensing fee (if any) that is renewed annually (when applicable) as specified in the Anjuli Global Xplorer Rewards plan.

Anjuli Global reserves the right to accept or reject any Xplorer Application and License Agreement for any reason or for no reason.

### **2.3 - Applying as a Business Entity**

A corporation, limited liability company (LLC), partnership, or trust (collectively referred to in this section as a "Business Entity") may apply to be an Anjuli Global Xplorer by completing an online Xplorer Application and Licensing Agreement and by paying the indicated Xplorer License fee (if any) that renews annually (when applicable). All shareholders, partners or trustees of the entity must be identified for Anjuli Global's own purposes. Such identity shall remain confidential unless all parties wish to be disclosed or Anjuli Global is legally required by writ to divulge such information. All parties of interest in the entity applying are jointly and severally liable for any indebtedness or other obligation to Anjuli Global.

To prevent the circumvention of Section 3.25 (regarding transfers and assignments of Anjuli Global business), if an additional partner, shareholder, or other business entity is added to a business entity, Anjuli Global must be notified in writing prior to the close of the immediate reward payment period. If the original Xplorer 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 3.25. If this process is not followed, the business shall be canceled upon the withdrawal of the original Xplorer. Any pending reward payments will be sent to the address of record of the original Xplorer. Please note that the modifications permitted within the scope of this paragraph *do not* include a change of Placement. Changes of Placement are addressed in Section 3.5. Anjuli Global may, at its discretion, require notarized documents before implementing any changes to an Anjuli Global business. Please allow thirty (30) business days after the receipt of the request by Anjuli Global for processing.

### **2.4 - Xplorer Rewards**

Once an Xplorer Application and Licensing Agreement has been accepted by Anjuli Global, all rewards contained in the Xplorer Rewards Program and the Xplorer Agreement are available to the new Xplorer. These rewards include the right to:

- a.) Sell Anjuli Global products;
- b.) Utilize Anjuli's technology platform to promote and build an Anjuli Global business;
- c.) Participate in the Anjuli Global Xplorer Rewards (receive commissions and/or reward payments, if eligible);
- d.) Enroll others as Guests (customers), or Xplorers into the Anjuli Global business and thereby build a sales and marketing organization and progress through the Anjuli Global Xplorer Rewards program;
- e.) Receive periodic Anjuli Global communications and access to provided Anjuli Global marketing materials;
- f.) Participate in Anjuli Global support, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and,
- g.) Participate in promotional and incentive contests and programs provided by Anjuli Global for its Xplorers.

### **2.5 - Anjuli Global License and Product Purchases**

Anjuli Global licenses its Xplorers to utilize proprietary technology programming for a licensing fee that is

specified in the Anjuli Global Xplorer Rewards Plan. The License further provides access to a personalized replicated website that provides the Xplorer with an online sales and marketing presence. A virtual office is provided that allows an Xplorer to track their business building efforts and results. Also included is an online service portfolio consisting of digital sales aids and marketing techniques that assist the Xplorer in building an independent sales and marketing organization. Xplorers may terminate their agreement at-will, pursuant to Section 10.4. No person is required to purchase Anjuli Global products to become an Anjuli Global Xplorer. At its sole discretion, Anjuli Global may offer product and other promotions that waive the initial annual license fee and/or the annual renewal fee. Product promotions that reduce or eliminate volume may also occur at Anjuli Global's sole discretion.

## **2.6 - Term and Renewal of Your Anjuli Global Business**

The term of the Xplorer Agreement and License is one (1) year from the date of its acceptance by Anjuli Global (subject to reclassification pursuant to Section 10 below). Xplorers must renew their Xplorer Agreement each year by paying the Licensing fee specified in the Anjuli Global Xplorer Rewards Plan. If the Xplorer has not paid the licensing fee within 60 days after the expiration of the current term of the Xplorer Agreement, the Xplorer will have voluntarily terminated the Consultancy and the Xplorer will be reclassified to Guest (customer) status.

## **SECTION 3 - OPERATING AN ANJULI GLOBAL BUSINESS**

### **3.1 - Adherence to the Anjuli Global Xplorer Rewards Program**

Xplorers shall adhere to the terms of the Anjuli Global Xplorer Rewards Program as set forth in official Anjuli Global literature, which is incorporated by reference herein. Xplorers shall refrain from offering the Anjuli Global opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Anjuli Global literature. Xplorers shall not require or encourage other current or prospective Guests (customers) or Xplorers to participate in Anjuli Global in any manner that varies from the program as set forth in official Anjuli Global literature. Xplorers shall not require or encourage other current or prospective Guests (customers) or Xplorers to execute any agreement or contract other than official Anjuli Global agreements and contracts to become an Anjuli Global Xplorer.

Xplorers shall not require or encourage other current or prospective Guests (customers) or Xplorers to make any purchase from, or payment to, any individual or other entity to participate in the Anjuli Global Xplorer Rewards Program other than those purchases or payments identified as recommended or required in official Anjuli Global literature.

### **3.2 - Advertising**

#### **3.2.1 - General**

All Xplorers shall safeguard and promote the good reputation of Anjuli Global and its products. The marketing and promotion of Anjuli Global, the Anjuli Global opportunity, the Xplorer Rewards Program, and Anjuli Global 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 Anjuli Global offers, Xplorers should use the sales tools and support materials produced by Anjuli Global. Anjuli Global has carefully designed its products, product labels, Xplorer Rewards Program, and promotional materials to ensure that each aspect of Anjuli Global is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws. If Anjuli Global Xplorers were to develop their own sales tools and promotional

materials notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations effecting an Anjuli Global business is almost certain. These violations, although they may be relatively few, would jeopardize the Anjuli Global opportunity for all Xplorers.

Accordingly, Xplorers may only use literature, advertisements, sales tools, promotional materials, or Internet web pages created using the Company's preapproved electronic marketing system.

Xplorers may create and publish their own promotional materials for their independent business, provided these are submitted to Anjuli Global Compliance for pre-approval before they can be used or made public. Unless the Xplorer receives specific written approval to use such tools, the request shall be deemed denied. All independently produced material must display the term Independent Xplorer in a prominent position.

Anjuli Global will not permit Xplorers to sell independently produced promotional materials (including websites) to other Anjuli Global Xplorers. Therefore, Xplorers who receive authorization from Anjuli Global to produce their own promotional materials may not sell such material to any other Anjuli Global Xplorer whether they are in their marketing organization or not. Xplorers may make approved material available to their personally enrolled Xplorers only free of charge if they wish but may not charge other Anjuli Global Xplorers for the material.

Anjuli Global further reserves the right to rescind approval for any promotional materials and Xplorers waive all claims for damages or remuneration arising from or relating to such rescission.

It is each Xplorer's responsibility to be aware, understand, and abide by the federal and local laws governing advertising, including, but not limited to, those United States federal regulations and laws posted by the FCC, FTC, and Food and Drug Administration (FDA).

### **3.2.2 - Xplorer Web Sites**

If an Xplorer wishes to utilize an Internet web page to promote his or her business, he or she may do so through the Company's official electronic marketing system, using official Anjuli Global templates. Alternatively, Xplorers may develop their own web pages, however, any Xplorer who does so: (a) must use the preapproved text of the Company's official web site; and (b) may not supplement the content of his or her web site with text from any source other than the Company.

Anjuli Global reserves the right to revoke an Independent Xplorer's License if the Xplorer does not comply with the above requirements or otherwise violates any provision of this Statement of Policies.

### **3.2.3 - Social Media**

In addition to meeting all other requirements specified in this Statement of Policies, should an Xplorer utilize any form of social media, including but not limited to blogs, Facebook, Twitter, LinkedIn, YouTube, or Pinterest, the Xplorer agrees to each of the following:

- a.) Product transactions may occur on or through any social media site only when the selling price is at suggested retail pricing or higher.
- b.) It is each Xplorer's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use as well as all other rules of the site.
- c.) During the term of this Agreement and for a period of 12 calendar months thereafter, an Xplorer may



not use any social media site on which they discuss or promote, or have discussed or promoted, the Anjuli Global business or Anjuli Global's products to solicit Anjuli Global Xplorers directly or indirectly for a competing product or business opportunity. In furtherance of this provision, an Xplorer shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Xplorers relating to the Xplorer's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 3.10.1.

- d.) An Xplorer may post or "pin" photographs of Anjuli Global products on a social media site, but, to preserve brand integrity, only photos that are provided by Anjuli Global and downloaded from the Xplorer's Back-Office may be used.
- e.) If an Xplorer creates a business profile page on any social media site that promotes or relates to Anjuli Global, its products, or opportunity, the business profile page must relate exclusively to the Xplorer's Anjuli Global business and Anjuli Global products. The business profile page must indicate that it is operated by an Anjuli Global Independent Xplorer. If the Xplorer's Anjuli Global business is cancelled for any reason or if the Xplorer becomes inactive, the Xplorer must deactivate the business profile page.

#### **3.2.4 - Domain Names, Email Addresses, Vanity ID and Online Aliases**

Xplorers may not use, register, or attempt to register "Anjuli Global" or any of Anjuli Global's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name, email address, Vanity ID for use with Anjuli's technology platform or online alias. Additionally, an Xplorer cannot use or register domain names, email addresses, Vanity ID, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from or is the property of Anjuli Global.

If an Xplorer violates this policy, the Xplorer shall assign and transfer the domain name, email address, Vanity ID, social media handle or name, or online alias to the Company immediately upon the Company's demand, and the Xplorer shall be responsible for paying all fees and costs, including but not limited to attorney's fees and costs and transfer costs, associated with the assignment and transfer. This remedy is in addition to, and not in place of, other remedies and/or disciplinary measures that the Company may take pursuant to this Statement of Policies.

Xplorers wishing to use personal domain names to market their Anjuli Global business may do so provided the domain name is compliant as indicated herein. It is highly recommended that the domain point or redirect directly to the Xplorer's replicating Anjuli Global website, so that the enrollment relationship is safeguarded.

#### **3.2.5 - Online Classifieds**

Xplorers may use online classifieds to inform the public about the Anjuli Global business opportunity, provided the information is compliant as specified herein. The Xplorer must be properly identified as an Anjuli Global Independent Xplorer. Products shall be offered online at the suggested retail price or higher.

#### **3.2.6 - Online Auctions**

Anjuli Global's products and services shall not be sold for less than the suggested retail price on online auction sites, nor shall Xplorers enlist or knowingly allow a third party to sell Anjuli Global products for less than the suggested retail price on any online auction site.

#### **3.2.7 - Online Retailing**

Xplorers shall not list or sell Anjuli Global products on any online retail store or ecommerce site for

anything less than the suggested retail price. Nor shall an Xplorer enlist or knowingly allow a third party to sell Anjuli Global products on any online retail store or ecommerce site for less than the suggested retail price.

### **3.2.8 - Search Engine Marketing**

Xplorers wishing to market Anjuli in search engine marketing to drive traffic to their approved Independent Xplorer websites (see Section 3.2.2 above) may do so provided they do not use any of the Company's trade names or trademarks as search terms or key words. Nor may any deceptive terms such as "direct site," "official site," "official Anjuli Global website," etc. appear in any Xplorer Enrolled links or ads that are displayed on any search result page. Again, any web presence must properly identify the Xplorer as being an Anjuli Global Independent Xplorer.

### **3.2.9 - Trademarks and Copyrights**

The name "Anjuli Global" and other names as adopted by the Company are proprietary trade names, trademarks, and service marks of Anjuli Global. The Company grants each Xplorer a limited license to use its trademarks and trade names in promotional media when the Xplorer's License Agreement is in effect. Upon termination of an Xplorer's License Agreement, his or her license shall immediately expire and the Xplorer shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may an Xplorer use any of Anjuli Global's trademarks or trade names in any email address, website domain name, vanity ID, social media handle, social media name or address, or in any unapproved Sales Tools.

Anjuli Global commonly puts on live and recorded events as well as cyber events, social media events, webinars, and telephone conference calls. During these events Company executives, Independent Xplorers, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Xplorers may not record any Company functions for any reason, whether at a live event, a webinar, cyber event, a conference call, or delivered through any other medium. In addition, Company produced sales tools, technology platform dialogs, videos, audios, podcasts, and printed material are also copyrighted. Xplorers shall not copy any such materials for their personal or business use without the Company's prior written approval.

As an independent Xplorer, you may use the Anjuli Global name in the following manner:

Xplorer's Name  
Anjuli Global Independent Xplorer

*Example:*  
Alice Smith  
Anjuli Global Independent Xplorer

Xplorers may not, in whole or in part, use "Anjuli" or "Anjuli Global" in any form, whether in a team name, a tagline, an external website name, a personal website address or extension, in an e-mail address, as a personal name, as a nickname, or in a vanity code for use with Anjuli's technology platform. Additionally, an Xplorer may only use the phrase *Anjuli Global Independent Xplorer* in telephone greetings or on an answering machine to clearly separate the Xplorer's independent Anjuli Global business from Anjuli Global.

### **3.2.10 - Media and Media Inquiries**

Xplorers must not attempt to respond to media inquiries regarding Anjuli Global, its products, or their independent Anjuli Global business. All inquiries, by any type of media, must be immediately referred to

Anjuli Global's Marketing Department. This policy is designed to ensure that accurate and consistent information is provided to the public as well as conserve a proper public image.

### **3.2.11 - Unsolicited Communications**

Unsolicited communications are those that transpire: a.) without the recipient's prior express invitation or permission; or, b.) when an Xplorer has not established a business or personal relationship. The Federal Trade Commission (FTC) and the Federal Communications Commission (FCC) each have laws and regulations that restrict unsolicited communication over the phone, by fax, via SMS or email. Both federal agencies (as well as many states) have "do not call" and anti-spamming regulations and laws. Even inadvertent contact with someone who is listed on the federal "do not call" registry may result in violation of the law and result in a significant penalty (up to \$11,000.00 per violation).

The Federal CAN SPAM Act also regulates unsolicited communications, particularly unsolicited emails. Xplorers are responsible for understand and adhering to all federal laws and regulations. The Federal CAN SPAM Act includes that communications must:

- a.) Clearly disclose that the message is an advertisement or solicitation;
- b.) Not include deceptive or false information;
- c.) Include contact information;
- d.) Contain a functioning opt-out notice that advises the recipient that he or she may reply to the communication and/or request that future solicitations or correspondence not be sent to him or her;
- e.) All opt-out requests, whether received by phone, text, email or regular mail, must be honored. If an Xplorer receives an opt-out request from a recipient, the Xplorer must forward the opt-out request to the Company so that the Company can also remain compliant.

Anjuli Global Xplorers must not use the name of Anjuli in unsolicited communications like cold calling, faxing, emailing or texting (including SMS messaging) broadcasts to unknown recipients. The term "unsolicited communication" includes the placing of one or more telephone calls, transmitting one or more faxes, sending one or more emails, texting one or more messages to an individual or entity to induce the purchase of an Anjuli Global product, or to recruit them for the Anjuli Global opportunity. "Cold contacts" made to prospective Guests (customers) or Xplorers that promote either Anjuli Global's products or the Anjuli Global opportunity constitute unsolicited communications and are prohibited. However, communication with a prospective Guest (customer) or Xplorer (a "prospect") is permissible under the following situations:

- a.) If the Xplorer has an established business relationship with the prospect. An "established business relationship" is a relationship between an Xplorer and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Xplorer, or a financial transaction between the prospect and the Xplorer, within the eighteen (18) months immediately preceding the date of the communication to induce the prospect's purchase of a product or service;
- b.) The prospect's personal inquiry or application regarding a product or service offered by the Xplorer, within the three (3) months immediately preceding the date of such communication;
- c.) If the Xplorer receives written and signed permission from the prospect authorizing the Xplorer to call, email or text. The authorization must specify the telephone number(s) which the Xplorer is authorized to call;
- d.) If the prospect is a family member, personal friend, or an acquaintance. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you Anjuli in "card collecting" with everyone you meet and subsequently

contact them, the FTC may consider this a form of unsolicited communication that is not subject to this exemption. Thus, if you Anjuli in contacting “acquaintances,” you must make such contact on an occasional basis only and not make this a routine practice.

Xplorers shall not use automatic telephone dialing systems, SMS mass texting services or any related software, systems or services relative to the operation of their Anjuli Global businesses. Xplorers shall not initiate any unsolicited outbound telephone calls, faxes, texts or emails to any person that delivers any pre-recorded message regarding or relating to the Anjuli Global products, services or opportunity.

**By submitting an Xplorer Agreement to Anjuli Global, applicants grant permission to Anjuli Global to contact them by telephone, SMS, email, and/or fax to promote the sale of Anjuli Global products and to promote the Anjuli Global opportunity.**

Permission-based marketing practices prevent inadvertent violations by directing communications to those who have “given permission” (as defined by law) to receive Anjuli Global communications about their product and/or opportunity. These practices also respect the desires of prospects regarding their level of communication and engagement, if any, by providing simple ways to opt out that are posted prominently in the method of communication used.

**3.2.12 - Telephone Directory Listings**

Xplorers may list themselves as an “Anjuli Global Independent Xplorer” in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Xplorer may place telephone or online directory display ads using Anjuli Global's name or logo. Xplorers may not answer the telephone by saying “Anjuli Global,” “Anjuli Global Incorporated,” or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Anjuli Global. If an Xplorer wishes to post his or her name in a telephone or online directory, the posting must be listed in the following format:

Xplorer's Name  
Anjuli Global Independent Xplorer

*Example:*  
Alice Smith  
Anjuli Global Independent Xplorer

**3.3 - Cash Reward Buying Prohibited**

Anjuli Global strictly and absolutely prohibits cash reward buying. “cash reward buying” includes: a.) the enrollment of individuals or entities without their knowledge; b.) the fraudulent enrollment of an individual or entity as an Xplorer or Guest (customer); c.) the enrollment or attempted enrollment of non-existent individuals or entities as Xplorers or Guests (customers) (“phantoms”); d.) Purchasing Anjuli Global products on behalf of another Xplorer or Guest (customer), or under another Xplorer’s or Preferred Guest (customer)’s I.D. number, to qualify for reward payments; e.) purchasing excessive amounts of goods that cannot reasonably be used or resold in a month; or f.) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or reward payments that is not driven by bona fide product purchases by end user consumers.

**3.4 – Changes to an Anjuli Global Business Entity**

Each Xplorer must immediately notify Anjuli Global of all changes to type of business entity they utilize in

operating their businesses and the addition or removal of business associates. Due to federal income reporting requirements and the complications such changes can engender, all changes to a business entity shall be processed to become effective on January 1 of the following year.

### **3.5 - Change of Enroller**

Maintaining the integrity of Enrollment is vital for the success of every Xplorer and marketing organization. Accordingly, the transfer of an Anjuli Global business from one Enroller to another is not permitted.

#### **3.5.1 - Placement Change**

A request for change of placement may be submitted at any time without time restriction. The placement must be requested by the current listed Enroller. An Xplorer can only be moved inside the same Enroller's organization. Upon placement, an Xplorer is considered placed on the date that the change is made. A placement change is permanent and the Xplorer is not eligible for any additional placement change or move.

Placement changes for Guests (customers) and VIP Guests (Loyalty Customers) is not permitted. They remain with the originating enroller even when placement changes are made.

#### **3.5.2 - Upline Approval**

If for any reason Anjuli Global should ever consider a change in Enrollment or an additional change in Placement beyond the boundaries of 3.5 and 3.5.1, the Xplorer seeking the change must obtain the written approval of his or her immediate Enroller and the signatures of the eight people in the Enroller's immediately preceding enrollment organization. Photocopied or facsimile signatures are not acceptable. All Xplorer signatures must be notarized. The Xplorer who requests the transfer must submit a fee of \$150.00 for administrative charges and data processing. If the transferring Xplorer also wants to move any of the Xplorers in his or her marketing organization, each Downline Xplorer must also obtain permission as described and return it to Anjuli Global with the \$150.00 change fee (i.e., the transferring Xplorer and each Xplorer in his or her marketing organization multiplied by \$150.00 is the cost to move an Anjuli Global business.) Downline Xplorers **will not** be moved with the transferring Xplorer unless all the requirements of this paragraph are met. Transferring Xplorers must allow thirty (30) business days after the receipt of the required documentation by Anjuli Global for processing and **verifying** change requests.

Situations wherein the appropriate placement change procedures have not been followed, and a downline organization has been developed in a second business developed by an Xplorer, Anjuli Global reserves the sole and exclusive right to determine the final disposition of the Downline organization. Resolving conflicts over the proper placement of a Downline that has developed under an organization that has improperly switched placement is often extremely difficult. Therefore, **XPLORERS WAIVE ALL CLAIMS AGAINST ANJULI GLOBAL THAT RELATE TO OR ARISE FROM ANJULI GLOBAL'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF PLACEMENT.**

At no time will the company move, reassign, or otherwise manipulate an Xplorer's direct Downline except as provided in this Section 3.5.2 or in Sections 3.5.1, 3.5.3, or 10. No Upline will be permitted to move, reassign, or otherwise manipulate an Xplorer's direct downline. Direct downline is defined as all Xplorers originally enrolled by the Xplorer and all Xplorers descending therefrom in those lines of enrollment.

#### **3.5.3 - Cancellation and Re-application**

An Xplorer may legitimately change organizations by voluntarily canceling his or her Anjuli Global business

and remaining inactive (*i.e.*, no purchases of Anjuli Global products for resale, no sales of Anjuli Global products, no enrolling, no attendance at any Anjuli Global functions, no participation in any other form of Xplorer activity, or operation of any other Anjuli Global business) for six (6) full calendar months. Following the six-month period of inactivity, the former Xplorer may reapply under a new Enroller, however, the former Xplorer's downline will be altered as follows:

If the above conditions are met for 6 consecutive months the Xplorer is then trimmed from the enrollment tree in the following manner:

- i. Xplorer account is changed to Guest (customer) and they become a Guest (customer) of their enrollment Xplorer;
- ii. All personal Guests (customers) of the trimmed Xplorer now become Guests (customers) of the placement Xplorer that the trimmed Xplorer was placed under;
- iii. The organization of Xplorers that were initiated by a trimmed Xplorer transfer to the next Active Xplorer up the enrollment organization that preceded the trimmed Xplorer.

Anjuli Global will consider waiving the six-month waiting period only under exceptional circumstances. Such requests for waiver must be submitted to Anjuli Global in writing and must include diagrams of any proposed change.

### **3.6 - Unauthorized Claims and Actions**

#### **3.6.1 - Indemnification**

Xplorers are fully responsible for all verbal and written statements made regarding Anjuli Global products and the Xplorer Rewards Program which are not expressly contained in official Anjuli Global materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Xplorers agree to indemnify Anjuli Global and Anjuli Global's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Anjuli Global as a result of the Xplorer's unauthorized representations or actions. This provision shall survive the termination of the Xplorer Agreement.

#### **3.6.2 - Product Claims**

Except for information contained in official Anjuli Global literature, Xplorers may not make any claims (which include personal testimonials) as to any therapeutic, curative or beneficial properties of any products offered by Anjuli Global. No Xplorer may make any claim or give the perception that Anjuli Global products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Anjuli Global policies, but they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

#### **3.6.3 - Weight Loss Testimonials**

If an Xplorer makes a weight loss testimonial regarding Anjuli Global's products, the Xplorer must adhere to each of the following:

- a.) The Xplorer making the testimonial must clearly and conspicuously disclose that he/she is an Anjuli Global Independent Xplorer;
- b.) The testimonial must be true and accurate, and must disclose all additional material information that impacted his/her weight loss (*e.g.*, changes in lifestyle or exercise habits, use of diet pills, etc.);
- c.) The testimonial must clearly and conspicuously disclose the generally expected results for those who go on the Anjuli Global program. The generally expected results are posted on the Anjuli Global

website; and,

- d.) No testimonial may be made relating to use of the Company's products and their impact on the any weight illness suffered by the individual making the testimonial, including but not limited to diabetes claims and cholesterol reduction claims.

### **3.6.4 - Xplorer Rewards Program Claims**

When presenting or discussing the Anjuli Global Xplorer Rewards Program, Xplorers must make it clear to prospective Xplorers that financial success with Anjuli Global requires commitment, effort, and skill in using Anjuli's technology platform. Conversely, Xplorers must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- a.) It's a turnkey system;
- b.) The system will do the work for you;
- c.) Just get in and your Downline will build through spillover;
- d.) Just join and I will build your Downline for you;
- e.) The company does all the work for you;
- f.) You don't have to sell anything; or,
- g.) All you have to do is buy your products every month.

The above are just examples of improper representations about the Xplorer Rewards Program. It is important that Xplorers do not make these or any other representations that could lead a prospective Xplorer to believe that he or she can be successful as an Anjuli Global Xplorer without commitment, effort, and sales skill.

### **3.6.5 - Income Claims**

Unlike most programs that are marketed as a secondary income opportunity where a participant is compensated based on how well they generate volume within the boundaries of a given structure, Anjuli Global is a volume-based opportunity that rewards a participant on all productivity. In short, the financial strategy of the Anjuli rewards program has to do with how much sales volume a participant generates, not how they do it within the confines of a structure.

This volume-based approach allows Anjuli Global to precisely target the payment they offer for the required productivity. Of course, the more a participant produces, the more they make. With precise payments rather than percentages that must be applied against structured volume, there is absolutely no need to create income projections or income claims as prohibited by the FTC. In short, you meet the requirements, you make the compensation offered.

An Xplorer, when presenting or discussing the Anjuli Global opportunity or Xplorer Rewards Program to a prospective Xplorer, must adhere to the approved marketing materials Anjuli Global makes available. An Xplorer may not make income projections, income claims, or disclose his or her Anjuli Global income (including the showing of checks, earnings posted in their virtual office, copies of checks, bank statements, or tax records) unless, at the time the presentation is made, the Xplorer provides a current copy (updated annually) of the Anjuli Global Income Disclosure Statement (IDS) to the person(s) to whom he or she is making the presentation.

### **3.6.6 - Income Disclosure Statement ("IDS")**

Anjuli Global's corporate ethics compel us to go above and beyond what is legally required to achieve best

business practices. To this end, we have developed the Anjuli Global Income Disclosure Statement (“IDS”). The Anjuli Global IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Anjuli Global Xplorers earn. To accomplish this objective, a copy of the IDS must be presented to a prospective Xplorer (someone who is not a party to a current Anjuli Global Xplorer Agreement) anytime the Xplorer Rewards Program is presented or discussed, or if any type of income claim or earnings representation is made. Being a new opportunity, Anjuli Global has a two-year grace period starting April 15, 2023, to generate an IDS. Meanwhile, the following statement serves as Anjuli Global’s official IDS: ***At present, Anjuli Global does not have sufficient data to report average Xplorer earnings by title. Once available (updated annually), this information shall be made public and fully disclosed.***

The terms “income claim” and/or “earnings representation” (collectively “income claim”) include: 1.) statements of actual earnings; 2.) statements of projected earnings; 3.) statements of earnings ranges; 4.) income testimonials; 5.) lifestyle claims; and 6.) hypothetical claims.

A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one's dreams, having everything one always wanted, and are phrased in terms of “opportunity” or “possibility” or “chance.” Claims such as, “my Anjuli Global income exceeded my salary after six months in the business,” or “our Anjuli Global business has allowed my wife to come home and be a full-time mom” also fall within the purview of “lifestyle” claims.

A hypothetical income claim exists when you attempt to explain the operation of the Xplorer Rewards Program through the use of a hypothetical example. Certain assumptions are made regarding the: 1.) number of Xplorers enrolled; 2.) number of down-line Xplorers; 3.) average product volume per Xplorer; and 4.) total organizational volume. Running these assumptions through the Xplorer Rewards Program yields income figures which constitute income claims.

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Xplorer or Xplorers in which the Xplorer Rewards Program is discussed, or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting that is open to the public in which the Xplorer Rewards Program is discussed, or any type of income claims is made, you must provide every prospective Xplorer with a copy of the IDS and you must display at least one 3-foot x 5-foot poster board in the front of the room in reasonably close proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Xplorer Rewards Program or the making of an income claim.

Copies of the IDS may be printed or downloaded without charge from the corporate website.

An Xplorer who develops sales aids and tools (as provided in Section 3.2.1 above) in which the Xplorer Rewards Program or income claims are present must incorporate the most current IDS into each such sales aid or tool prior to submission to the Company for review.

### **3.7 - Repackaging and Re-Labeling Prohibited**

Anjuli Global products may only be sold in their original packaging. Xplorers may not repackage, re-label, or alter the labels on Anjuli Global products. Tampering with labels/packaging could be a violation of federal and state laws and may result in civil or criminal liability. Xplorers may affix a personalized sticker with the



Xplorer's personal/contact information to each product or product container, if this is done without removing existing labels or covering any text, graphics, or other material on the product label.

### **3.8 - Commercial Outlets**

Xplorers may sell Anjuli Global products from a commercial outlet and may display or sell Anjuli Global products or literature in any retail establishment for no less than the Suggested Retail Price. Online auction and/or sales facilitation websites, including but not limited to eBay and Amazon, constitute Commercial Outlets, and may be used to sell Anjuli Global products for no less than the Suggested Retail Price. Anjuli's technology platform is not available as a resource for sales generated by massive retailers outside the Anjuli system. Furthermore, given that the sale takes place outside of the Anjuli Global system, all returns must be processed by the retail establishment in conjunction with the supplying Xplorer and in compliance with this Statement of Policy.

#### **3.8.1- Personal Services**

Displaying, promoting and selling (retail included) Anjuli's technology platform, Anjuli Global literature, and products in service-oriented establishments that function by appointment only, is permitted. Anjuli's technology platform may be used to facilitate the processing of such Guest (customer) purchases.

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

Xplorers may display, promote Anjuli's technology platform and/or sell Anjuli Global products at trade shows, professional expositions, swap meets, garage sales, flea markets or farmer's markets.

### **3.10 - Conflicts of Interest**

The parties agree that any violation of these Conflicts of Interest policies shall cause Anjuli Global irreparable harm for which there is no adequate remedy at law, and that such harm will outweigh any injury to acting Xplorer, should injunctive relief be granted to the Company. Anjuli Global shall therefore be entitled to immediate and permanent equitable relief to prevent further violations of the policy.

#### **3.10.1 - Non-Solicitation**

Anjuli Global Xplorers are free to participate in other marketing business ventures or marketing opportunities. However, during the term of this Agreement, Xplorers may not directly or indirectly recruit other Anjuli Global Xplorers or Guests (customers) for any other marketing business or activity.

Following the cancellation of an Xplorer's Independent Xplorer Agreement, and for a period of twelve calendar months thereafter, except for an Xplorer who is personally Enrolled by the former Xplorer, a former Xplorer may not Recruit any Anjuli Global Xplorer or Preferred Guest (customer) for a competing marketing business. Xplorers and the Company recognize that because competing marketing companies conduct business through networks of independent contractors dispersed globally, and such business is commonly conducted via the internet and telephone, any effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Xplorers and Anjuli Global agree that this non-solicitation provision shall apply to all markets in which Anjuli Global conducts business.

The term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Anjuli Global Xplorer or Guest (customer) to enroll or participate in another Omnichannel Marketing, Network Marketing, Affiliate Marketing or Direct Sales opportunity. The conduct described in the preceding sentence constitutes recruiting even if the Xplorer's actions are in response to an inquiry made by another Xplorer or Guest (customer).

### **3.10.2 - Xplorer Participation in Competing Programs/Opportunities**

If an Xplorer is enrolled in other non-Anjuli Global sales and marketing programs/opportunities, it is the responsibility of the Xplorer to ensure that his or her Anjuli Global business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- a.) Xplorers must not sell, or attempt to sell, any competing non-Anjuli Global programs, products or services to Anjuli Global Guests (customers) or Xplorers. Any program, product or services in the same generic categories as Anjuli Global products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors. Any exception to this rule, based on extraordinary circumstances, must be granted in writing by Anjuli Global Compliance;
- b.) Xplorers shall not display Anjuli Global promotional material, sales aids, or products with or in the same location (physical or virtual) as, any non-Anjuli Global promotional material or sales aids, products or services;
- c.) Xplorers shall not offer the Anjuli Global opportunity or products to prospective or existing Guests (customers) or Xplorers in conjunction with any non-Anjuli Global program, opportunity, product or service; and,
- d.) Xplorers may not offer any non-Anjuli Global opportunity, products, services or opportunity at any Anjuli Global-related meeting, seminar or convention.

### **3.10.3 – Confidential Information**

Confidential Information includes, but is not limited to, the identities of Anjuli Global VIP Guests (customers) and Xplorers, contact information of Anjuli Global VIP Guests (customers) and Xplorers, Xplorers' Personal and/or Group Volumes, and Xplorer rank and/or achievement levels. Confidential Information is, or may be available, to Xplorers in their respective Office portal. Xplorer access to such Confidential Information is password protected, and such Confidential Information constitutes proprietary business trade secrets belonging to Anjuli Global. Such Confidential Information is provided to Xplorers in strictest confidence and is made available to Xplorers for the sole purpose of assisting Xplorers in working with their respective Marketing Organizations in the development of their Anjuli Global business. Each Xplorer and Anjuli Global agree that, but for this agreement of confidentiality and nondisclosure, Anjuli Global would not provide Confidential Information to the Xplorer.

To protect Confidential Information, an Xplorer 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 Confidential Information to any third party;
- b.) Directly or indirectly disclose the password or other access code to his or her Back-Office;
- c.) Use any Confidential Information to compete with Anjuli Global or for any purpose other than promoting his or her Anjuli Global business; or,
- d.) Recruit or solicit any Xplorer or VIP Guest (loyalty customer) of Anjuli Global listed on any report or in the Xplorer's Back-Office, or in any manner attempt to influence or induce any Xplorer or Guest (customer) of Anjuli Global, to alter their business relationship with Anjuli Global.

Upon demand by the Company, any current or former Xplorer will return any original and all copies of any Confidential Information to the Company (whether printed or in digital format).

### **3.11 - Targeting a Competitor's Sales Force**

Anjuli Global does not condone Xplorers specifically or consciously targeting the sales force of a competing company to sell Anjuli Global products or to become Xplorers for Anjuli Global, nor does Anjuli Global condone Xplorers solicitation or enticement of Xplorers of the sales force of another direct sales company to violate the terms of their contract with such other company. Should an Xplorer engage in such activity, the Xplorer bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Xplorer alleging that he or she engaged in inappropriate recruiting activity of a company's sales force or Guests (customers), Anjuli Global will not pay any of Xplorer's defense costs or legal fees, nor will Anjuli Global indemnify the Xplorer for any judgment, award, or settlement. Should the third party bring or threaten legal action against Anjuli Global based on the conduct of the Xplorer, the Xplorer agrees that it shall indemnify Anjuli Global for all judgments, settlements, payments of any other nature, litigation costs, and attorney's fees that Anjuli Global incurs in relation to such legal action or threat of legal action.

### **3.12 - Cross-Enrolling**

Actual or attempted cross enrolling is strictly prohibited. "Cross enrolling" is defined as the enrollment of an individual who is already an Anjuli Global Guest (customer) or an Individual/entity that already has a current Independent Xplorer License Agreement on file with Anjuli Global, or who has had such an agreement within the preceding six calendar months, within a different line of Enrollment. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, fictitious ID numbers, any strawman or other artifice to circumvent this policy is prohibited. Xplorers shall not demean, discredit or defame other Anjuli Global Xplorers to entice another Xplorer to become part of their marketing organization. This policy shall not prohibit the transfer of an Anjuli Global business in accordance with Section 3.25.

If Cross Enrolling is discovered, it must be brought to the Company's attention immediately. Anjuli Global may take disciplinary action against the Xplorer that changed organizations and/or those Xplorers who encouraged or participated in the Cross Enrolling. Anjuli Global may also move all or part of the offending Xplorer's down-line to his or her original down-line organization if the Company deems it equitable and feasible to do so. However, Anjuli Global is under no obligation to move the Cross Enrolled Xplorer's down-line organization, and the ultimate disposition of the organization remains within the sole discretion of Anjuli Global. **Xplorers waive all claims and causes of action against Anjuli Global arising from or relating to the disposition of a Cross Enrolled Xplorer's down-line organization.**

### **3.13 - Errors or Questions**

If an Xplorer has questions about or believes any errors have been made regarding reward payments, organization lists, enrollments, Downline Activity Reports, or charges, the Xplorer must notify Anjuli Global in writing within thirty (30) days of the date of the purported error or incident in question. Anjuli Global will not be responsible for any errors, omissions or problems not reported to the Company within thirty (30) days.

### **3.14 - Governmental Approval or Endorsement**

Neither federal nor state regulatory agencies or officials approve or endorse any sales and/or marketing companies or programs utilizing the services of Independent Contractors. Therefore, Xplorers shall not represent or imply that Anjuli Global or its Xplorer Rewards Program have been "approved," "endorsed" or otherwise sanctioned by any government agency.

### **3.15 - Identification**

All Xplorers are required to provide their Social Security Number, or a Federal Employer Identification Number to Anjuli Global to receive compensation. Anjuli Global uses this information for income reporting

purposes only. Upon enrollment, the Company will provide a unique Xplorer Identification Number to the Xplorer by which he or she will be identified. This number will be used to place orders, and track reward payments.

Under its right of contract, Anjuli Global retains the right to revoke an Xplorer's License who does not provide a valid Social Security Number or Federal Employer Identification Number and any earnings will be forfeited.

### **3.16 - Income Taxes**

Each Xplorer is responsible for paying local, state and federal taxes on any income generated as an Independent Xplorer. If an Anjuli Global business is tax exempt, the Federal tax identification number must be provided to Anjuli Global. Every year, as required by law, Anjuli Global will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1.) has earnings in excess of the annual minimum as established by the Internal Revenue Service in the previous calendar year; or 2.) made purchases during the previous calendar year in excess of \$5,000.

Anjuli Global cannot provide Xplorers with any personal tax advice. Xplorers should consult with their own tax accountant, tax attorney, or other tax professional.

### **3.17 - Insurance**

Xplorers may wish to arrange insurance coverage for their business. Typically, a homeowner's insurance policy does not cover business-related injuries or the theft of or damage to inventory or business equipment. Xplorers should contact their insurance agent to make certain that their business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy; however, it is encouraged that Xplorers seek the advice of insurance professionals in order to meet their needs and interests.

### **3.18 - International Marketing**

Because of critical legal and tax considerations, Anjuli Global must limit the resale of Anjuli Global, products, and the presentation of the Anjuli Global business to prospective Guests (customers) and Xplorers located within the United States and U.S. Territories and those other countries that the Company has announced are officially opened for business. Moreover, allowing a few Xplorers to conduct business in markets not yet opened by Anjuli Global would violate the concept of affording every Xplorer the equal opportunity to expand internationally. Fair play is one of Anjuli Global's core values.

Anjuli Global shall hold Xplorers personally liable for losses related to illegal business activities in unauthorized markets, and Xplorers agree to indemnify Anjuli Global and Anjuli Global's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Anjuli Global as a result of an Xplorer's unauthorized violation of this policy. This provision shall survive the termination of the Xplorer Agreement.

Accordingly, Xplorers are authorized to sell Anjuli Global products and enroll Guests (customers) or Xplorers only in the countries in which Anjuli Global is authorized to conduct business, as announced in official Company literature. Anjuli Global products or sales aids cannot be shipped into or sold in any foreign country. Xplorers may sell, give, transfer, or distribute Anjuli Global products or sales aids only in their home country. In addition, no Xplorer may, in any unauthorized country: a.) conduct sales, enrollment or training meetings; b.) enroll or attempt to enroll potential Guests (customers) or Xplorers; or c.) conduct any other activity for

selling Anjuli Global products, establishing a marketing organization, or promoting the Anjuli Global opportunity. Xplorers understand that conducting any pre-launch activity in countries not officially opened by Anjuli Global for business is against company policy and may be illegal in some countries.

### **3.19 - Inventory Loading**

Xplorers must never purchase more products than they can reasonably use or sell to retail Guests (customers) in a month and must not influence or attempt to influence any other Xplorer to buy more products than they can reasonably use or sell to retail Guests (customers) in a month. For the protection of new Xplorers, initial orders may not exceed \$1,500.

By placing additional orders, Xplorers certify that at least 70% of their previously purchased inventory has been sold or consumed. Xplorers may be asked to verify retail sales, and the company reserves the right to decline an Xplorer's orders if retail sales verification cannot be confirmed.

### **3.20 - Adherence to Laws and Ordinances**

Xplorers shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances are not applicable to Xplorers because of the nature of their business. However, Xplorers must obey those laws that do apply to them. If a city or county official tells an Xplorer that an ordinance applies to him or her, the Xplorer shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Anjuli Global.

### **3.21 - Minors**

A person who is recognized as a minor in his/her state of residence may not be an Anjuli Global Xplorer. Xplorers shall not enroll or recruit minors into the Anjuli Global program.

### **3.22 - Position Holder Restrictions**

An individual may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in one Anjuli Global business.

An Xplorer may not have a simultaneous beneficial interest or participate in more than one Anjuli Global business without the written consent of the company. A beneficial interest includes but is not limited to any ownership, interest, equitable interest, any rights to present or future rewards, financial or otherwise, unless otherwise approved in writing by the company. An Xplorer shall not have an ownership interest in, operational or management control of, or derive any rewards directly or indirectly from any subsequent ownership not in the same line of Enrollment as the individual's initial business center.

Husbands and wives or common-law couples (collectively "spouses") who wish to maintain separate Anjuli Global business centers may do so but must join the same line of Enrollment as his or her spouse and be directly Enrolled by the Original Enroller. Change of the Original Enroller is not permitted. The actions of one spouse will be attributed to both spouses and will result in disciplinary action against both spouses. Once enrolled, a spouse may not be moved.

### **3.23 - Actions of Household Xplorers or Associated Individuals**

If any member of an Xplorer's immediate household engages in any activity which, if performed by the Xplorer, would violate any provision of the Agreement, such activity will be deemed a violation by the Xplorer and Anjuli Global may take disciplinary action pursuant to this Statement of Policies against the Xplorer.

Similarly, if any partner, shareholder, Xplorer, or other individual having ownership or management capacity (collectively "Associated Individual") in a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity and each Affiliated Individual, and Anjuli Global may take disciplinary action jointly and severally against the Business Entity and/or each Associated Individual.

### **3.24 - Requests for Records**

Any request from an Xplorer 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.

### **3.25 - Sale, Transfer or Assignment of Anjuli Global Business**

Although an Anjuli Global business is a privately owned, independently operated business, the sale, transfer or assignment of an Anjuli Global business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates an Anjuli Global business, is subject to certain limitations. If an Xplorer wishes to sell his or her Anjuli Global business, or interest in a Business Entity that owns or operates an Anjuli Global business, the following criteria must be met:

- a.) Protection of the existing line of Enrollment must always be maintained so that the Anjuli Global business continues to be operated in that line of Enrollment;
- b.) The buyer or transferee must become a qualified Anjuli Global Xplorer. If the buyer is an active Anjuli Global Xplorer, he or she must first terminate his or her Anjuli Global business and wait six calendar months before acquiring any interest in a different Anjuli Global business;
- c.) Before the sale, transfer or assignment can be finalized and approved by Anjuli Global, any debt obligations the selling Xplorer has with Anjuli Global must be satisfied;
- d.) The selling Xplorer 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 Anjuli Global business; and,
- e.) Anjuli Global must approve any sale or transfer in writing.

Prior to selling an Anjuli Global business, the selling Xplorer must notify Anjuli Global's Compliance Department in writing of his or her intent to sell the Anjuli Global business. Again, no changes in line of Enrollment can result from the sale or transfer of an Anjuli Global business.

### **3.26 - Separation of an Anjuli Global Business**

Anjuli Global Xplorers sometimes operate their Anjuli Global businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. When 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 Enrollment. If the separating parties fail to provide for the best interests of other Xplorers and the Company in a timely fashion, Anjuli Global will involuntarily terminate the Xplorer Agreement.

During the divorce or entity dissolution process, 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 Anjuli Global business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize

Anjuli Global to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee; or,

- b.) The parties may continue to operate the Anjuli Global business jointly on a “business-as-usual” basis, whereupon all compensation paid by Anjuli Global will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Anjuli Global split commission and reward payment checks between divorcing spouses or Xplorers of dissolving entities. Anjuli Global will recognize only one Downline Organization and will issue only one commission check per Anjuli Global business per monthly commission cycle. Commission checks shall always be issued to the same individual or entity. If parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of reward payments and ownership of the business in a timely fashion as determined by the Company, the Xplorer Agreement and License shall be involuntarily canceled/revoked.

If a former spouse has completely relinquished all rights in the original Anjuli Global business pursuant to a divorce, he or she is thereafter free to enroll under any enroller of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, Xplorer, or other entity Xplorer who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an Xplorer. In either case however, the former spouse or business Xplorer shall have no rights to any Xplorers in their former organization or to any former retail Guest (customer). They must develop the new business in the same manner as would any other new Xplorer.

### **3.27 - Enrolling**

All active Xplorers in good standing have the right to enroll others into Anjuli Global. Each prospective Guest (customer) or Xplorer has the ultimate right to choose his or her own Enroller. If two Xplorers claim to be the Enroller of the same new Xplorer or Guest (customer), the Company shall regard the first application received by the Company as controlling.

When sponsoring a new Xplorer through the online enrollment process, the Sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, Anjuli Global’s Statement of Policies, and the Anjuli Global Xplorer Rewards Program. The Sponsor may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

### **3.28 - Succession**

Upon the death or incapacitation of an Xplorer, his or her business may be passed to his or her heirs. Appropriate legal documentation as described in sections 3.28.1 and 3.28.2 must be submitted to the Company to ensure the transfer is proper. Accordingly, an Xplorer should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever an Anjuli Global business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all reward payments and reward payments of the deceased Xplorer’s marketing organization provided the following qualifications are met. The successor(s) must:

- a.) Execute an Xplorer Agreement;
- b.) Comply with terms and provisions of the Anjuli Global Independent Xplorer License Agreement; and,

c.) Meet all the qualifications for the deceased Xplorer's status.

Earnings of an Anjuli Global business transferred pursuant to this section will be deposited in the eWallet of the deceased. If the devisee is a single recipient. The devisee must provide Anjuli Global with an "address of record" to which any 1099 will be sent as warranted. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal taxpayer Identification number. Anjuli Global will issue all earnings and one 1099 to the business entity as warranted.

### **3.28.1 - Transfer Upon Death of an Xplorer**

To affect a testamentary transfer of an Anjuli Global business, the executor of the estate must provide the following to Anjuli Global: 1.) an original death certificate; 2.) certified letters testamentary or a letter of administration appropriating an executor; and, 3.) written instructions from the authorized executor to Anjuli Global specifying to whom the business and income should be transferred.

### **3.28.2 - Transfer Upon Incapacitation of an Xplorer**

To effectuate a transfer of an Anjuli Global business because of incapacity, the successor must provide the following to Anjuli Global: 1.) a notarized copy of an appointment as trustee or conservator; 2.) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Anjuli Global business; and 3.) a completed Xplorer Agreement executed by the trustee or conservator.

### **3.29 – Back Office Access**

Anjuli Global makes online office portals available to its Xplorers. Office portals provide Xplorers access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Xplorer's Anjuli Global business and to increase sales of Anjuli Global products. However, access to an office portal is a privilege, and not a right. Anjuli Global reserves the right to deny Xplorers' access to the office portal at its sole discretion.

## **SECTION 4 - RESPONSIBILITIES OF XPLOERS**

### **4.1 - Change of Address, Telephone, and E-Mail Addresses**

To ensure timely delivery of products, support materials, and commission checks, it is critically important that Anjuli Global's records are always kept current. Street addresses are required for shipping. Xplorers planning to change their e-mail address or move must send their new address and telephone number(s) to Anjuli Global's Corporate Offices to the attention of the Guest (customer) Care. To guarantee proper delivery, two weeks advance notice must be provided to Anjuli Global on all changes.

### **4.2 - Ongoing Training and Development Obligations**

Any Xplorer who enrolls another Xplorer into Anjuli Global must perform a bona fide assistance and training function to ensure that his or her Downline is properly operating his or her Anjuli Global business. Xplorers must have ongoing contact and communication with the Xplorers in their Downline Organizations. Examples of such contact and communication may include, but are not limited to personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Downline Xplorers to Anjuli Global meetings, training sessions, and other functions. Upline Xplorers are also responsible to motivate and train new Xplorers in Anjuli Global product knowledge, effective sales techniques, the Anjuli Global Xplorer Rewards Program, and compliance with this Statement of Policies. Communication with and the training of down-line Xplorers must not, however, violate Section 3.2 (regarding the development of Xplorer-produced sales aids and promotional materials).



Xplorers should monitor the Xplorers in their Down-line Organizations to guard against Downline Xplorers making improper product or business claims or engaging in any illegal or inappropriate conduct.

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

Regardless of their level of achievement, Xplorers have an ongoing obligation to continue to personally promote sales through the generation of new Guests (customers) and through servicing their existing Guests (customers).

#### **4.3 - Non-Disparagement**

Anjuli Global wants to provide its independent Xplorers with the best products, Xplorer Rewards Program, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Compliance Department.

While Anjuli Global welcomes constructive input, negative comments and remarks made in the field by Xplorers about the Company, its products, or Xplorer Rewards Program serve no purpose other than to sour the enthusiasm of other Anjuli Global Xplorers. For this reason, and to set the proper example for their Downline, Xplorers must not disparage, demean, or make negative remarks about Anjuli Global, other Anjuli Global Xplorers, Anjuli Global's products, the Xplorer Rewards Program, or Anjuli Global's directors, officers, or employees.

Complaints and concerns about Anjuli Global should be directed to the Compliance Department. Disputes or disagreements between any Xplorer and Anjuli Global shall be resolved through the dispute resolution process set forth in this License Agreement, and the Company and Xplorers agree specifically not to demean, discredit, disparage, or criticize one another on the internet or any other public forum.

#### **4.4 - Providing Documentation to Applicants**

Xplorers must provide the most current version of the Statement of Policies and the Xplorer Rewards Program to individuals whom they are enrolling to become Xplorers before the applicant signs an Xplorer License Agreement or ensure that they have online access to these materials. Additional copies of the Statement of Policies can be downloaded from Anjuli Global's website.

#### **4.5 - Reporting Policy Violations**

Xplorers observing a Policy violation by another Xplorer should submit a written report of the violation directly to the attention of the Anjuli Global Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

### **SECTION 5 - SALES REQUIREMENTS**

#### **5.1 - Product Sales**

The Anjuli Global Xplorer Rewards Program is based on the sale of Anjuli Global products to end consumers. Xplorers must fulfill personal and organizational (team) sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for reward payments and advancement to higher levels of achievement. The following sales requirements must be satisfied for Xplorers to be eligible for reward payments:

- a.) Xplorers must satisfy the Personal Reward Volume and Team (organizational) Reward Volume requirements to fulfill the requirements associated with their title as specified in the Anjuli Global Xplorer Rewards Program. Personal Reward Volume includes purchases made by the Xplorer and purchases made by the Xplorer's Guests (customers). Team Reward Volume shall include the total Qualifying Volume of all Xplorers in a marketing organization, plus the Xplorer's Personal Rewards Volume;
- b.) At least 70% of an Xplorer's total monthly Personal Reward Volume must be sold to product consumers; and,
- c.) Anjuli Global recommends that Xplorers service at least three to five retail Guests (customers) each monthly (calendar month) qualification period.

### **5.2 - No Territory Restrictions**

There are no exclusive territories granted to anyone. No franchise fees are required.

### **5.3 - Sales Receipts**

All Xplorers must provide retail Guests (customers), who do not purchase directly from Anjuli Global, with two copies of an official sales receipt at the time of sale. Sales receipts must set forth the no-questions-asked, 72-hour, cooling off period that allows a Guest to cancel at will and is required by federal law (see Section 7). Xplorers must orally inform the buyer of their cancellation rights.

Anjuli Global further offers a sixty-day Guest (customer) Satisfaction Guarantee the Xplorer must honor. Xplorers must maintain all retail sales receipts for a period of two years and furnish them to Anjuli Global at the Company's request. Records documenting purchases made by Xplorers and Guests (customers) through Anjuli Global's computerized sales system, will be maintained by Anjuli Global.

## **SECTION 6 - REWARD PAYMENTS**

### **6.1 - Reward payment Qualifications**

An Xplorer must be active and in compliance with the Independent Xplorer License Agreement to qualify for reward payments. The status of the Xplorer will be determined at the time the qualification period ends and the reward calculations begin. So long as an Xplorer complies with the terms of the Agreement, Anjuli Global shall pay reward payments to such Xplorer in accordance with the Xplorer Rewards Program. The minimum amount for which Anjuli Global will issue a check and ACH is \$30 and \$100, respectively. If an Xplorer's reward payments do not equal or exceed the minimum, the Company will accrue the reward payments until they total the minimum required for the respective request. Requests for payment will be issued once the minimum threshold has been accrued.

Notwithstanding the foregoing, all reward payments or other compensation owed an Xplorer, regardless of the amount accrued, will be paid at the last pay period of the year or upon the completion of the monthly commission period in which the termination of an Xplorer's Xplorer Agreement takes place.

### **6.2 - Commission and Reward payment Calculations**

#### **6.2.1- Monthly Commission Period**

The monthly commission period begins at 12:00:00 AM on the first day of each calendar month and ends at 11:59:59 PM on the last day of each calendar month. Two business days following month end, a preliminary

calculation shall be posted for review by the Xplorer. Xplorers shall then have two business days to remedy any mistakes or missed qualifications. The final calculation shall take place on the 7<sup>th</sup> day of the following calendar month, unless the 7<sup>th</sup> day falls on a Saturday, Sunday or holiday, then calculations shall take place the following business day. Calculation results may be posted as late as 11:59:59 PM, barring any unforeseen or unexpected circumstance, beyond the control of Anjuli Global, as determined by Anjuli Global.

### **6.2.2 - Weekly Reward payment Period**

Anjuli Global reserves the right to determine whether to implement a weekly reward calculation for certain rewards. If this decision is taken, the weekly reward period shall begin at 4:00:00 PM on Wednesday of each week and ends at 3:59:59 PM on the Wednesday of each week, following the start of the period. The calculations of the weekly rewards will update daily and be paid weekly. If Wednesday is a holiday, payment of the week's calculations shall take place the following business day. Any payment of the weekly rewards may be posted as late as 11:59:59 PM on the Thursday following the closed of the period, barring any unforeseen or unexpected circumstances, beyond the control of Anjuli Global, as determined by Anjuli Global.

## **6.3 - Adjustment to Reward payments**

### **6.3.1 Adjustments for Returned Products**

Xplorers receive reward payments based on the actual sales of products to end consumers. When a product is returned to Anjuli Global for a refund or is repurchased by the Company, any reward payments attributable to the returned or repurchased product(s) will be deducted every pay period thereafter until the reward amount is recovered, from the Xplorers who received reward payments on the sales of the refunded products. Or, the Xplorers who earned reward payments based on the sale of the returned products will have the corresponding Rewards Volume deducted from their Organization Volume the next monthly qualification period and all subsequent months until the deficit amount is completely recovered.

### **6.3.2 Garnishments or Court Orders**

Anjuli Global reserves the right to withhold or reduce any Xplorer's compensation as it deems necessary to comply with any garnishment or court order directing Anjuli Global to retain, hold, or redirect such compensation to a third party.

### **6.3.3 Reward payment Checks**

Reward payments are deposited into an Xplorer's eWallet and remain there until a transfer request is received from the Xplorer through Anjuli Global's authorized payment provider. An Xplorer may request a transfer whenever there are sufficient funds in their account.

### **6.3.4 Tax Withholdings**

No Reward payment Check will be issued without a valid Social Security Number or Federal Tax Identification Number. Failure to provide a valid Social Security Number or Federal Tax Identification Number will result in the accrual of reward payments in an Xplorer's eWallet. Prior to the income reporting deadline established by the Internal Revenue Services, a check for the amount accrued during the calendar year will be issued minus the necessary back-up withholdings required by law.

## **6.4 Reports**

All information provided by Anjuli Global in Downline activity or Downline genealogy reports, including but not limited to Personal Reward Volume, Team Reward Volume (or any part thereof), and organization enrollment activity is believed to be accurate and reliable. Nevertheless, due to numerous factors, including but not limited to: 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; or credit card and electronic check chargebacks, the information is not guaranteed by Anjuli Global or any persons creating or transmitting the information.

ALL PERSONAL AND TEAM REWARD VOLUME 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, ANJULI GLOBAL AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY XPLORER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL REWARD VOLUME AND TEAM REWARD VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, REWARD PAYMENTS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF ANJULI GLOBAL 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, ANJULI GLOBAL 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 Anjuli Global's reporting services and your reliance upon such information 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 Anjuli Global's reporting services and your reliance upon the information.

## **6.5 – Loyalty Rewards**

Xplorers and Guests (customers) are provided with an office portal as a part of the Anjuli Global technology platform and as a means for incentivizing the behavior and action where they may redeem conditional Loyalty Reward Points for rewards posted in the Anjuli Global Loyalty Rewards Store in accordance with the required actions preceding the production of such Loyalty Reward Points as determined by Anjuli Global. Conditional activities that the Xplorer elects to perform redeems Loyalty Reward Points for Loyalty Reward Store merchandise as explained in 6.2.2.

Loyalty Rewards can be earned by: 1.) Each time a Guest (customer) product purchase is processed; 2) Each time a guest referral product purchase is processed; Each time a Xplorer's subscribe and save Loyalty Order processes; and 4) Each monthly pay period that an Xplorer remains active and qualified and as specified by their achievement title in the authorized Anjuli Rewards Adventure materials. Loyalty Reward Points are awarded according to the promoted schedule at the time they are earned. Loyalty Reward Points have an expiration date two years from the time of the transaction that resulted in their generation.

## **SECTION 7 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE**

### **7.1 - Guest (Customer) and Preferred Guest (VIP Customer) Order Cancellation and Satisfaction Guarantee**

Federal and state law requires that Xplorers notify their retail Guests (customers) that they have three business days (5 business days for Alaska residents and 15 days for residents of North Dakota age 65 or older)

within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. For purposes of this requirement, Saturday is a business day, Sundays and legal holidays are not business days. Xplorers shall verbally inform their Guests (customers) of this right, shall provide their Guests (customers) with TWO (2) copies of a retail receipt at the time of the sale, and shall highlight this cancellation right stated on the receipt.

Anjuli Global offers a 100%, sixty (60) day, money-back satisfaction guarantee (less shipping charges) to all Retail Guests (customers) and VIP Guests (loyalty customers) who purchase product directly from the Company.

If a Retail Guest (customer) purchases product from an Xplorer, the Xplorer is bound to honor the satisfaction guarantee. If, for any reason, a retail Guest (customer) is dissatisfied with any Anjuli Global product, the retail Guest (customer) may return the unused portion of the product to the Xplorer from whom it was purchased, within sixty (60) days, for a replacement, exchange or a full refund of the purchase price (less shipping costs). When an Xplorer issues a refund to a retail Guest (customer) pursuant to this policy, the Xplorer may return the product to Anjuli Global for an exchange. To receive the exchange, the Xplorer must return the product within 10 days of the date that the product was received from the retail Guest (customer) and send a copy of the retail sales receipt with the returned product.

Abnormal quantities of refunds from retail and VIP Guests (customers), as determined by the Company, may result in disciplinary action and restrictions from participating in associated reward offerings connected with Guest (customer) enrollment and purchasing activities and reward payments.

## **7.2 - Return of Inventory and Sales Aids by Xplorers Upon Cancellation**

Upon cancellation of an Xplorer's Agreement, the Xplorer may return any products and sales aids held in his or her inventory for a refund. Xplorers may only return products and sales aids that: a.) he or she personally purchased from Anjuli Global (items purchases from other Xplorers or third parties are not subject to refund); b.) are in Resalable condition (see Definition of "Resalable" below); and, c.) were purchased within one year prior to the date of cancellation. Upon receipt of Resalable products and sales aids, the Xplorer will be reimbursed 90% of the net cost of the original purchase price(s). Shipping charges incurred by an Xplorer when the products or sales aids were purchased will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Xplorer was paid any rewards based on any product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the reward amount that was paid based on that product purchase will be deducted from the amount of the refund.

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; and, 3.) they are returned to Anjuli Global within one (1) year from the date of purchase (the one-year limitation shall not apply to Xplorers who are residents of Maryland, Massachusetts, Wyoming and Puerto Rico). Any merchandise that is clearly identified at the time of sale as a "closeout," nonreturnable, discontinued, or as a seasonal item, shall not be Resalable.

## **7.3 - Procedures for All Returns**

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

a.) All merchandise must be returned by the Xplorer or Guest (customer) who purchased it directly from

Anjuli Global;

- b.) All products to be returned must have a Return Authorization Number which is obtained by calling the Guest (customer) Services Department. A list of items being returned must be enclosed and must include the Return Authorization Number;
- c.) The return must be accompanied by a copy of the original dated retail sales receipt when indicated;
- 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 Anjuli Global shipping pre-paid. Anjuli Global does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Xplorer. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Xplorer to trace the shipment; and
- e.) If an Xplorer is returning merchandise to Anjuli Global that was returned to him or her by a personal retail Guest (customer), the product must be received by Anjuli Global within ten (10) days from the date on which the retail Guest (customer) returned the merchandise to the Xplorer, and must be accompanied by the sales receipt the Xplorer gave to the Guest (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 8 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **8.1 - Disciplinary Sanctions**

Violation of the Agreement, this Statement of Policies, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Xplorer that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Xplorer's Anjuli Global business), may result, at Anjuli Global 's discretion, in one or more of the following corrective measures:

- a.) Issuance of a written warning or admonition;
- b.) Requiring the Xplorer to take immediate corrective measures;
- c.) Imposition of a fine, which may be withheld from reward payment checks;
- d.) Loss of rights to one or more reward payment(s);
- e.) Withholding from an Xplorer all or part of the Xplorer's reward payments during the period that Anjuli Global is investigating any conduct allegedly violative of the Agreement. If an Xplorer's business is canceled for disciplinary reasons, the Xplorer will not be entitled to recover any reward payments withheld during the investigation period;
- f.) Reassignment of all or part of their marketing organization;
- g.) Suspension of the individual's Xplorer Agreement for one or more pay periods;
- h.) Involuntary termination of the offender's Xplorer Agreement;
- i.) Suspension and/or termination of the offending Xplorer's Anjuli Global website or website access;
- j.) Any other measure expressly allowed within any provision of the Agreement or which Anjuli Global deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Xplorer's policy violation or contractual breach; or,
- k.) In situations deemed appropriate by Anjuli Global, the Company may institute legal proceedings for monetary and/or equitable relief.

Each violation is reviewed on a case-by-case basis and all disciplinary actions are at the sole discretion of

Anjuli Global. The company will adhere to the following process for disciplinary actions:

- 1.) Upon receiving a written complaint from a credible source about an Xplorer, the company will investigate the claim(s). The Xplorer in question does not have the right to be informed of the investigation nor have access to any materials involved (including the complaint). However, the company may disclose such information to the subject Xplorer at its discretion. An Xplorer's compensation, reward payments, and standing with the company will not be affected during an investigation;
- 2.) If and only if an investigation produces reasonable proof that the accusation is true, the company may take disciplinary action against the Xplorer as provided above. Prior to imposing any such sanction, the Company will follow due process by providing notification of the proposed sanction to the affected Xplorer together with a copy of all of the evidence that the Company has used to impose a sanction. The Xplorer shall have ten (10) days to submit any information and materials that he or she wishes the Company to consider prior to making a final decision on the matter. Following its receipt of any such information and materials from the Xplorer, the Company will, at its sole discretion, make a final determination on the matter. The company will not suspend or terminate an Xplorer without sufficient evidence that outweighs the Xplorer's defense;
- 3.) If the Xplorer's actions did not seriously threaten or harm the company, as determined by the Company at its sole discretion, the Xplorer will be suspended for up to three (3) months. The Xplorer will forfeit all forms of remuneration during the period of suspension and will not be allowed to personally enroll new Xplorers without company approval. Before the suspension is lifted, the Xplorer must agree in writing to never repeat the offensive behavior and give a general explanation of how he or she will avoid similar behavior in the future;
- 4.) The company may only terminate an Xplorer in two situations. First, when an offense has seriously threatened or harmed the company. Second, if the Xplorer has violated the company's "two (2) strike" policy. This means that an Xplorer has been previously suspended and commits another violation at any time in the future, whether related or unrelated to the original suspension.

## **8.2 - Grievances and Complaints**

When an Xplorer has a grievance or complaint with another Xplorer regarding any practice or conduct in relationship to their respective Anjuli Global businesses, the complaining Xplorer should first report the problem to his or her Enroller who should review the matter and try to resolve it with the other party's Enroller. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Compliance Department at the Company. The Compliance Department will review the facts and attempt to resolve the issue.

## **8.3 - Mediation**

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in a

jurisdiction solely determined by Anjuli Global at its complete discretion and shall last no more than two (2) business days.

#### **8.4 - Arbitration**

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Anjuli License Agreement, or the breach thereof, shall be settled through confidential arbitration. The Parties waive all rights to trial by jury or to any court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process. The arbitration shall be filed with, and administered by, the American Arbitration Association (“AAA”) in accordance with the AAA’s Commercial Arbitration Rules and Mediation Procedures which are available on the AAA’s website at [www.adr.org](http://www.adr.org). Copies of the AAA’s *Commercial Arbitration Rules and Mediation Procedures* will also be emailed to Xplorers upon request to Anjuli Global’s Guest (customer) Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:

- 1.) The Federal Rules of Evidence shall apply in all cases;
- 2.) The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- 3.) The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- 4.) The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement.
- 5.) The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- 6.) The parties shall be allotted equal time to present their respective cases; and,
- 7.) The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.

All arbitration proceedings shall be held in a jurisdiction of Anjuli Global’s sole determination. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own 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 to which the parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- 1.) The substance of, or basis for, the controversy, dispute, or claim;
- 2.) The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- 3.) The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- 4.) The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- 5.) The terms or amount of any arbitration award; or,
- 6.) The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.



**Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court to which the parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the non-solicitation provisions of the Agreement.**

**Any violation of the confidentiality requirements of this arbitration provision by a party, the party's counsel, or an agent of a party, shall cause irreparable harm to the non-disclosing party. Damages to the non-disclosing party shall be very real but shall be difficult to quantify. Therefore, if a party, the party's counsel, or an agent of the party violates the non-disclosure provisions of this Statement of Policies, or files an action in any public forum (except an action for equitable relief as is permitted in this Statement of Policies), the non-disclosing party shall be entitled to liquidated damages in the sum of \$25,000.00 for each violation. The non-disclosing party shall also be entitled to a rebuttable presumption that the disclosure was done with malice and with the intention to harm the reputation and business of the non-disclosing party, and the non-disclosing party may petition the Arbitrator for exemplary damages for the misconduct of the disclosing party. Notwithstanding the foregoing, it shall not be a violation of the confidentiality provisions of this Arbitration policy for a party to show evidentiary documents and/or materials to bona fide witnesses to the case, or to discuss claims and facts involved in the case, with bona fide witnesses, for purposes of developing evidence and testimony for the case or for purposes of rebutting the claims and allegations of a party.**

#### **8.5 - Class Action Waiver**

**Any action brought by an Xplorer shall be brought on an individual basis, and not on behalf of a class or on a consolidated basis. Xplorers waive all rights to bring an action against Anjuli Global, its officers, owners, directors, employees and agents as a class or consolidated action.**

#### **8.6 - Governing Law, Jurisdiction and Venue**

**Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Orange County, California or the United States District Court for the District of Southern California. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of California shall govern all other matters relating to or arising from the Agreement.**

#### **8.7 - Louisiana Residents**

**Notwithstanding the foregoing regarding the mediation and arbitration provisions set forth in Sections 9.3 and 9.4, residents of the State of Louisiana shall be entitled to bring an action against Anjuli Global in their home forum and pursuant to Louisiana law.**

#### **8.8 - Damage Limitation**

**In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages. Notwithstanding the foregoing, this Damage Limitation shall not apply to claims alleging the breach of the non-solicitation or confidentiality provisions contained in this Statement of Policies.**

## **8.9 - Indemnification**

Xplorers agree to indemnify Anjuli Global for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that Anjuli Global incurs resulting from or relating to any act or omission by Xplorer that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Anjuli Global may elect to exercise its indemnification rights through withholding any compensation due the Xplorer. This right of setoff shall not constitute Anjuli Global's exclusive means of recovering or collecting funds due Anjuli Global pursuant to its right to indemnification.

## **SECTION 9 - PAYMENT AND SHIPPING**

### **9.1 - Payments**

Anjuli Global accepts payments in the forms of Visa, MasterCard, American Express or Discover Card. The Company will not process orders that are not accompanied by full and proper payment.

The Company will not be responsible for the loss of any reward payments or other payments because of declined payments, delays or errors in orders, charges, receiving agreements or other acts outside the control of the company.

All orders in an unsuccessful status will be cancelled prior to the monthly commission run. Credit cards on accounts, linked to Loyalty Orders, and on a la carte orders that return an error requesting "pick up card" and the like or "invalid card number" and the like, will be removed and the order cancelled. The Loyalty Order profile will be adjusted to another credit card payment option, if available, or cancelled if after the removal of the card at issue this leaves no credit card payment.

### **9.2 - Restrictions on Third Party Use of Credit Cards and Checking Account Access**

Xplorers shall not permit other Xplorers or Guests (customers) to use his or her credit card, or permit debits to their checking accounts, to Enroll in or to make purchases from the Company, unless an authorization letter is on file or permission is granted or represented by the holder of the financial account to the Company prior to the transaction.

### **9.3 - Sales Taxes**

By its business operations, Anjuli Global is required to charge sales taxes on all purchases made by Xplorers and Guests (customers), and remit the taxes charged to the respective states. Accordingly, Anjuli Global will collect and remit sales taxes on behalf of Xplorers, 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.

## **SECTION 10 - INACTIVITY, RECLASSIFICATION & CANCELLATION**

### **10.1 - Effect of Cancellation**

So long as an Xplorer remains active and complies with the terms of the Xplorer License Agreement and this Statement of Policies, Anjuli Global shall pay reward payments to the Xplorer in accordance with the Xplorer Rewards Program. An Xplorer's reward payments constitute the entire consideration for the Xplorer's efforts in generating sales and all activities related to generating sales (including building a marketing organization). Following an Xplorer's cancellation for inactivity, or voluntary or involuntary Xplorer Agreement cancellation (all of these methods are collectively referred to as "cancellation"), the former Xplorer shall have no right, title, claim or interest to the marketing organization which he or she operated, or any reward payment from the sales generated by the organization. **An Xplorer whose business is cancelled will lose all**

rights as an Xplorer. This includes the right to sell Anjuli Global products and services and the right to receive future reward payments, or other income resulting from the sales and other activities of the Xplorer's former Downline sales organization. In the event of cancellation, Xplorers agree to waive all rights they may have, including but not limited to property rights, to their former Downline organization and to any reward payments, reward payments or other remuneration derived from the sales and other activities of his or her former Downline organization.

Following an Xplorer's voluntary cancellation of his or her Xplorer Agreement, the former Xplorer shall not hold himself or herself out as an Anjuli Global Xplorer and shall not have the right to sell Anjuli Global products or services. An Xplorer whose Xplorer Agreement is canceled shall receive any unpaid reward payments for the last full pay period he or she was active prior to voluntary cancellation (less any amounts held in dispute, for any reason, between Anjuli Global and the Xplorer).

### **10.2 - Cancellation Due to Inactivity**

If an Xplorer has not earned a reward payment for 12 consecutive months (and has thus become "inactive"), the Xplorer Agreement shall be canceled for inactivity and the Xplorer shall be reclassified as a Guest (customer) effective the first day of the next calendar year to ensure all required income reporting has taken place.

#### **10.2.1 - Reclassification Following Cancellation Due to Inactivity**

If an Xplorer does not earn a commission or reward payment for six consecutive months, the Xplorer Agreement and License will be cancelled for inactivity. If on the Company's Monthly Loyalty Order program, the Monthly Loyalty Order shall remain in force and the former Xplorer shall be reclassified as a Guest (customer) under their original enroller or the next qualified Xplorer up the enroller organization. If the former Xplorer was not on Monthly Loyalty Order, he or she will be reclassified as a Guest (customer) under their original enroller or the next qualified Xplorer up the enroller organization and entitled to continue purchasing products directly from the company at the lowest price.

### **10.3 - Involuntary Cancellation**

An Xplorer's violation of any of the terms of the License Agreement, including any amendments by Anjuli Global, may result in any of the sanctions listed in Section 9.1, including the involuntary cancellation of the Xplorer Agreement and License. Cancellation shall be effective on the date on which written notice is mailed, faxed, emailed or delivered by an express courier, to the Xplorer's last known address (or fax number), email address on record, or to the Xplorer's attorney, or when the Xplorer receives actual notice of cancellation, whichever occurs first.

Anjuli Global reserves the right to terminate all Xplorer Agreements upon thirty (30) days written notice if it elects to: 1.) cease business operations; 2.) dissolve as a corporate entity; or, 3.) terminate distribution of its products via Omnichannel Marketing.

### **10.4 - Voluntary Cancellation**

An Anjuli Global Xplorer 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 Xplorer's signature, printed name, address, and Xplorer I.D. Number. If an Xplorer was on the Company's Monthly Loyalty Order program at the time of cancellation, the Monthly Loyalty Order shall remain in force unless the Xplorer also specifically requests that the Monthly Loyalty Order be cancelled. If the former Xplorer does not request that the Monthly Loyalty Order be cancelled, he or she shall be reclassified as a Guest

(customer).

### **10.5 - Non-renewal**

An Xplorer may also voluntarily cancel his or her Xplorer Agreement by failing to renew the online version of the Agreement at least annually. The Company may also elect not to renew an Xplorer's Agreement.

## **SECTION 11 - DEFINITIONS**

**Qualified Xplorer** — An Xplorer who satisfies the minimum Personal Reward Volume requirements, as set forth in the Anjuli Global Xplorer Rewards Program, to ensure that he or she is eligible to receive reward payments associated with the Rank achieved during a given monthly reward payment qualification period.

**Active Xplorer** — An Xplorer who generates a minimum of 100 Personal Reward Volume during six consecutive monthly reward payment qualification periods.

**License Agreement** — The contract between the Company and each Xplorer includes the Xplorer Application and License Agreement, the Anjuli Global Statement of Policies, the Anjuli Global Xplorer Rewards Program, all in their current form and as amended by Anjuli Global in its sole discretion. These documents are collectively referred to as the "License Agreement."

**Monthly Loyalty Order** — A standing order that is automatically processed and shipped on the day of the month selected by the Xplorer, or any day thereafter. Payment for Monthly Loyalty Orders is automatically charged to the participating Xplorer's credit or debit card, as specified by the Xplorer. Participation in the Monthly Loyalty Order program is OPTIONAL for Xplorers.

**Automatic Telephone Dialing System:** Any equipment which has the capacity to store or produce telephone numbers to be called, using a random or sequential number generator, and to dial such numbers.

**Cancel** — The termination of an Xplorer's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

**Xplorer Rewards Adventure/Program** — The guidelines and referenced literature for describing how Xplorers can generate reward payments.

**Enroller** — An Xplorer who introduces and enrolls a Guest (customer), Preferred Guest (customer), or a new Xplorer to Anjuli Global and is listed as the Enroller on the Xplorer Application and Agreement. Due to the bifurcation of the Placement position, the Enroller might not also be the new Xplorer's Placement Xplorer. *See the definition of "Placement" below.*

**Genealogy Report** — A monthly report generated by Anjuli Global that provides critical data relating to the identities of Xplorers, sales information, and enrollment activity of each Xplorer's Marketing Organization. This report contains confidential and trade secret information which is proprietary to Anjuli Global.

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

**Line** — Each one of the individuals enrolled immediately underneath you and their respective marketing organizations represents one "Line" in your marketing organization. This applies to both Enrollment and

Placement trees.

Wave/Level — The waves/levels of Xplorers in an originating Xplorer's Marketing Organization. This term also refers to the relationship of an Xplorer relative to an Xplorer's originating Enroller, determined by the number of Xplorers between them who are related by enrollment or placement. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A's fourth wave/level.

Marketing Organization — The Guests (customers), VIP Guests (customers), and Xplorers enrolled below a particular Xplorer.

Official Anjuli Global Material — Literature, audio or video tapes, and other materials developed, printed, published and distributed by Anjuli Global to Xplorers.

Personal Production — Moving Anjuli Global products to an end consumer for personal use.

Rewards Volume — A value assigned to each product and used to calculate Team Reward payments and True Infinity Reward payments.

Qualifying Volume — A value used to determine Rank qualifications.

Personal Reward Volume — A value that includes all personal orders and personal Guest (customer) orders.

Guest (customer) — A Guest (customer) uses Anjuli Global products but does not Anjuli in building a business. Generally, Guests (customers), or retail Guests (customers), purchase product at the retail pricing.

Placement Upline — An Xplorer under whom an Enroller places a new Xplorer, and who is listed as the "Placement" on the Xplorer or Guest (customer) Application and Agreement.

Preferred Guest (customer) — A consumer who establishes a Monthly Loyalty Order (see below) and pays the discounted loyalty price per unit of product ordered directly from Anjuli Global. Additional orders enjoy the same discounted pricing.

Recognition Title — The highest "title" that an Xplorer has achieved pursuant to the Anjuli Global Xplorer Rewards Program. Titles are used to recognize productivity at corporate events and in official publications and are permanent until a higher recognition title is achieved. May also be referred to as Recognition Rank but can differ from an Xplorer's Active Rank (see definition of "Active Rank" above).

Recruit — For purposes of Anjuli Global's Conflict of Interest Policy (Section 4.10), the term "Recruit" means the actual or attempted Enrollment, solicitation, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Anjuli Global Xplorer or Guest (customer) to enroll or participate in another Xplorer marketing or direct sales opportunity.

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) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to Anjuli Global within one year from the date of purchase; 5) the product contains current Anjuli Global labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable,

discontinued, or as a seasonal item, shall not be resalable.

Upline — This term refers to the Xplorer or Xplorers above a particular Xplorer in an Enrollment or Placement line up organizational tree. Conversely stated, it is the line of enrollers that links a particular Xplorer to the Company.