

Ur Worth It Holdings, Inc.

**Statement of Policies &
Procedures**

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1.0 **INTRODUCTION**

1.1 **Mutual Commitment Statement**

- a) **UR WORTH IT HOLDINGS, INC.**, (hereinafter referred to as “Ur Worth It” and “Company”) strives to develop a long-term and mutually rewarding relationship with its Champions and Customers. In the spirit of mutual respect and understanding, Ur Worth It is committed to:
- (i) Providing prompt, professional, and courteous service to its Champions and Customers;
 - (ii) Providing the highest level of quality products, at fair and reasonable prices;
 - (iii) Exchanging or refunding the purchase price of any product, service, or membership as provided in Ur Worth Its return policies contained herein;
 - (iv) Delivering orders promptly and accurately;
 - (v) Paying commissions accurately and on a timely basis;
 - (vi) Expediting orders if an error or unreasonable delay occurs;
 - (vii) Maintaining a mutually beneficial Compensation Plan;
 - (viii) Implementing changes to the Compensation Plan or this Statement of Policies and Procedures (the “Policies and Procedures”) with input from Champions and/or Customers (Note: such changes will be effective thirty (30) days after the date any such changes are published by Ur Worth It)
 - (ix) Supporting, protecting, and defending the integrity of the Ur Worth It Business Opportunity;
- b) In return, Ur Worth It expects that its Champions will:
- (i) Conduct themselves in a professional, honest, and considerate manner;
 - (ii) Present Ur Worth It Corporate and Ur Worth It product information in an accurate and professional manner;
 - (iii) Present the Compensation Plan and return and exchange policies in a complete and accurate manner;
 - (iv) Not make exaggerated income or product claims;
 - (v) Make reasonable effort(s) to support and train other Champions and Customers in their downline;
 - (vi) Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;

- (vii) Provide positive guidance and training to Ur Worth It Champions and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Champion is discouraged from providing cross-line training to other Champions or Customers in a different Organization without first obtaining consent of the Champion's or Customer's upline leader;
- (viii) Support, protect, and defend the integrity of the Ur Worth It business opportunity.

1.2 Code of Ethics

- a) Ur Worth It desires to provide its independent Champions with the best products and Compensation Plan in the industry. Accordingly, Ur Worth It values constructive criticism and encourages the submission of written comments addressed to the Ur Worth Its Compliance Department.
- b) Champion's negative and disparaging comments about Ur Worth It, its products, these Policies, or Compensation Plan, made to Ur Worth It, or to the field or at any Ur Worth It meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other Champions and Customers. Ur Worth It Champions must not belittle Ur Worth It, fellow Ur Worth It Champions, Ur Worth It products or services, the Compensation Plan, or any and all Ur Worth It directors, officers, or employees, product suppliers, or agents. Such conduct represents a material breach of these Policies and Procedures and may result in suspension or termination of the offending Champions Account.
- c) Ur Worth It endorses the following code of ethics:
 - (i) A Ur Worth It Champion must show fairness, tolerance, and respect to all people associated with Ur Worth It, regardless of race, gender, social class, or religion, thereby fostering a "positive atmosphere" of teamwork, good morale, and community spirit.
 - (ii) A Champion shall strive to resolve business issues, including conflicts or disagreements with Upline and/or downline Organization Champions with tact, sensitivity, and goodwill, and taking care not to create additional conflict.
 - (iii) Ur Worth It Champions must be honest, responsible, professional and conduct themselves with integrity.
 - (iv) Ur Worth It Champions shall not (a) make disparaging statements about Ur Worth It, other Champions, Ur Worth It employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Compensation Plan.
 - (v) Ur Worth It Champions shall not make statements that unreasonably offend, mislead or coerce others.
- d) Ur Worth It may take appropriate action against a Champion if it determines, in its sole discretion, that a Champion's conduct is detrimental, disruptive, or injurious to Ur Worth It or other Champions.

1.3 The Champion Agreement

- a) Throughout these Policies & Procedures, when the term “Agreement” is used, it collectively refers to the most current version of the following along with any addendums or exhibits thereto: (i) Ur Worth It Policies and Procedures; and (ii) Ur Worth It Compensation Plan.
- b) It is the responsibility of the Sponsoring Champion to provide the most current version of these Policies and Procedures (available on the Ur Worth It website), the Income Disclosure Statement, the Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their downline Champions. The Income Disclosure Statement is attached as Addendum 2 and is incorporated by reference for all purposes.

1.4 Amendments to the Champion Agreement

- a) Because federal, state, and local laws, as well as the business environment, periodically change, Ur Worth It reserves the right to amend the Agreement as set forth on its website in its sole and absolute discretion. Notification of amendments shall appear in official Ur Worth It materials, Ur Worth It website, social media outlets, and/or Champions’ back office.
- b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:
 - (i) Posting on the official Ur Worth It website;
 - (ii) Electronic mail (e-mail); or
 - (iii) Any Ur Worth It communication channels or social media outlets (i.e. Facebook, Instagram, Twitter, and/or Ur Worth It App).

2.0 BASIC PRINCIPLES

2.1 Independent Contractor Status

- a) A Ur Worth It Champion is an independent contractor. A Ur Worth It Champion is not a franchisee, joint venture Partner, business Partner, employee, or agent of Ur Worth It, and a Ur Worth It Champion is prohibited from stating or implying, whether orally or in writing, otherwise. A Ur Worth It Champion has no authority to bind Ur Worth It to any obligation. Ur Worth It is not responsible for payment or co-payment of any employee benefits. A Ur Worth It Champion is responsible for liability, health, disability, and workmen’s compensation insurance. A Ur Worth It Champion is responsible for their own managerial decisions and expenditures including all estimated income and self-employment taxes. A Ur Worth It Champion sets their own hours and determines how to conduct their Champion business, subject to the Champion Agreement and any other guidelines that may be implemented from time to time.

2.2 Becoming a Ur Worth It Champion

- a) To become a Champion, an applicant must:

- (i) Be of the age of majority (not a minor) in his or her state of residence;
- (ii) Reside or have a valid address in the United States or U.S. territory in which Ur Worth It is licensed to operate.
- (iii) Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number (EIN));
- (iv) Enter a verified mobile phone number, which is not in use or associated with any other Ur Worth It accounts, which will be verified through a verification code sent to the applicant's mobile phone number.
- (v) Acknowledge and agree to all communications sent by Ur Worth It, (including but not limited to emails, texts, broadcasts, letters, etc.) with the choice to "opt-out" of these communications.

2.3 New Champion Enrollment

- a) A potential new Champion may self-enroll on any Champion/Sponsor's website, subject to acceptance by Ur Worth It of the applicant's online enrollment confirming the applicant has agreed to all terms and conditions of the Champion Agreement.
- b) Electronically submitted and/or signed documents, including, but not limited to, online submissions, automated credit card processing authorization documents, and the Champion Agreement, are legally binding contracts which must not be altered, tampered with, or changed in any manner after they have been signed and/or submitted. False or misleading information, forged signatures, or alterations to any document, including business registration forms, may lead to sanctions, up to and including the involuntary termination of the offending Champion's Account.
- c) An applicant enrolling with Ur Worth It must identify a Sponsor in the online enrollment process. IF the applicant later enrolls and identifies a different Sponsor, Ur Worth It will not accept the later enrollment. Ur Worth It reserves the right, at its sole discretion, to make the final decision with respect to any disputes regarding Champion enrollments and Sponsors.

3.0 UR WORTH IT CHAMPION RESPONSIBILITIES

3.1 Correct Address

- a) It is the responsibility of the Champion or Customer to make sure Ur Worth It has the correct shipping address before any orders are shipped.
- b) A Champion and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by Ur Worth It Support Team.

3.2 Training and Leadership

- a) Sponsoring Champions should have ongoing contact and communication with the Champions in their downline Organizations. Examples of communication may include but

are not limited to, newsletters, written correspondence, personal telephone calls, team conference calls, voicemail, e-mail, personal meetings, training sessions, events, workshops, and any other related functions.

- b) A Sponsoring Ur Worth It Champion should monitor the Champions in his or her downline Organizations to ensure that downline Champions do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, a Sponsoring Champion must provide documented evidence to Ur Worth It of his or her ongoing fulfillment of the responsibilities set forth in this Section 3.2.
- c) Up line Champions are encouraged to educate and train new Champions about Ur Worth Its products and services, effective sales techniques, the Compensation Plan, along with compliance with these Policies and Procedures and any and all social media guidelines or any other guidelines issued by Ur Worth It. Marketing product is a required activity in Ur Worth It and must be emphasized in all Recruiting presentations.
- d) Use of Sales Aids. To promote Ur Worth It products and the Ur Worth It business opportunity, Champions are encouraged to use the sales aids and support materials produced or expressly authorized by Ur Worth It. Champions may use and publish marketing materials they design only after such materials have been approved by Ur Worth It. A Champion's unauthorized use of sales aids or promotional materials, including but not limited to Internet advertising, social media marketing on Facebook, Instagram, and like, is a violation of these Policies and Procedures. Additionally, publishing marketing materials that violate any number of statutes or regulatory laws governing how Ur Worth Its products or business opportunity may be marketed is a violation of these Policies and Procedures and may result in immediate termination of the publisher's Ur Worth It Account. Any such violations could jeopardize the Ur Worth It opportunity for all Champions. Accordingly, Champions must submit via email all sales aids, promotional materials, advertisements, websites, training material, flyers, along with any other literature to Ur Worth Its Compliance Department for approval prior to use at compliance@urworthit.com. Unless the Champion receives specific written approval to use the material(s), the request shall be deemed denied. All Champions shall safeguard and promote the good reputation of Ur Worth It and its products. The marketing and promotion of Ur Worth It, the Ur Worth It opportunity, the Compensation Plan, and Ur Worth It products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

3.3 Sponsorship

- a) The Sponsor is the person who introduces a Champion or Customer to Ur Worth It, helps them complete their enrollment, and supports and trains those in their downline.
- b) Ur Worth It recognizes the Sponsor as the name shown on an applicant's first enrollment submission to Ur Worth It.
- c) An applicant may not enroll with Ur Worth It as a Champion without personally accepting and agreeing to the terms and conditions of the Ur Worth It Agreement.
- d) Ur Worth It recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Ur Worth It will not allow Champions to engage in unethical sponsoring activities.

- e) All active Champions in good standing have the right to Sponsor and enroll others into Ur Worth It. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Champion will approach the same prospect. In this scenario, the new prospect should be Sponsored by the first Champion who presented a comprehensive introduction to Ur Worth It products or business opportunity.
- f) In the event of a dispute regarding Sponsorship, Ur Worth It reserves the right to designate a prospect's Sponsor and all such determinations are final.

3.4 Unethical Sponsoring

- a) Unethical sponsoring activities include but are not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect or new Champion away from a fellow Champion or influencing another Champion to transfer to a different sponsor.
- b) Allegations of unethical sponsoring must be reported in writing to the Ur Worth It Compliance Department within the first 30 days of the new Champion enrollment in question. If the reports are substantiated, Ur Worth It may transfer the Champion or the Champion's downline to another Sponsor or Organization without approval from the current up-line Sponsor. Ur Worth It remains the final authority in such cases.
- c) Ur Worth It prohibits the unauthorized manipulation of the Ur Worth It Compensation Plan and/or marketing plan to trigger commissions or cause the promotion of a downline Champion in an unearned manner (hereinafter, "Stacking."). For example, Stacking occurs when a Sponsor places Champion(s) under an inactive downline without the Champion's knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense that may result in immediate termination of Accounts of all Champions, individuals, and/or entities found to be involved.
- d) Any Champion who solicits or entices members of another direct sales company to sell or distribute Ur Worth It products and services bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Champion alleging that they engaged in inappropriate Recruiting of another company's sales force or customers, Ur Worth It will not pay any of Champion's defense costs or legal fees, nor will Ur Worth It indemnify the Champion for any judgment, award, or settlement.

3.5 Cross Sponsoring Prohibition

- a) "Cross sponsoring" is defined as the enrollment into a different Line of Sponsorship of an individual, or Business Entity, that already previously enrolled as a Champion. Actual or attempted Cross Sponsoring is strictly prohibited and may result in termination of the offending Champion's Account.
- b) Enrollment through use of a Spouse or relative's name, trade name, assumed name, Business Entity, or fictitious identification of any kind to evade or circumvent this Cross Sponsoring Policy is strictly prohibited.
- c) This Policy does not prohibit the transfer of a Ur Worth It Account and business in accordance with the Transfer of Sale or Transfer Policy set forth in these Policies.

3.6 Solicitation for Other Companies or Products

- a) A Ur Worth It Champion and/or Customer may participate in other direct sales, multilevel, network marketing, or relationship marketing businesses or marketing opportunities, as long as it is not a Competing Product as defined herein. However, during the Term of this Agreement and for six (6) months thereafter, a Ur Worth It Champion may not recruit any fellow Ur Worth It Champion or Customer for any other direct sales or network marketing business unless that fellow Champion or Customer was personally sponsored by such Champion.
- b) The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Champion, or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Champion’s actions are in response to an inquiry made by another Champion or Customer.
- c) During the term of this Agreement, any Ur Worth It Champion must not sell or entice others to sell, any competing products or services, including training materials, to Ur Worth It Customers or Champions. Subject to the definition of Competing Products in the Glossary below, any product or service in the same category as a Ur Worth It product or service is deemed to be competing regardless of differences in cost or quality.
- d) A Champion may sell non-competing products or services to the Ur Worth It Customers and Champions that they personally sponsored.
- e) A Champion may not display or bundle Ur Worth It products or services, in sales literature, on a website, or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Champion into believing there is a relationship between the Ur Worth It and non-Ur Worth It products and services.
- f) A Ur Worth It Champion may not offer any non-Ur Worth It opportunity, products, or services at any Ur Worth It related meeting, live or virtual, event, seminar, or convention that other Ur Worth It Champions or Customers are known to be attending, or immediately following a Ur Worth It event.
- g) A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Ur Worth It and its Champions and would inflict irreparable harm on Ur Worth It. In such event, Ur Worth It may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Champion or such Champion’s positions including termination, or seek immediate injunctive relief without the necessity of posting a bond in addition to any other legal remedies to which Ur Worth It may be entitled.

4.0 AGREEMENTS & GENERAL UNDERSTANDINGS

4.1 Rights Granted

- a) Ur Worth It hereby grants to the Champion a non-exclusive right, based upon the terms and conditions contained in the Agreement to:

- (i) Purchase Ur Worth It products and services;
 - (ii) Promote and sell Ur Worth It products and services; and
 - (iii) Sponsor new Champions and Customers in countries where Ur Worth It is currently authorized to do business or becomes authorized to do business in the future.
- b) No feature of the Compensation Plan constitutes a personal purchase requirement to become a Champion, move up in rank, or otherwise fully participate in the Compensation Plan. No product purchase is required of anyone at any time to fully participate as a Champion.

4.2 Ur Worth It Account Renewals and Termination of the Champion's Ur Worth It Account Due to Nonpayment of the Annual Membership Renewal Fee.

- a) A Champion must pay a membership fee upon enrolling with Ur Worth It and a membership renewal fee on an annual basis thereafter. If a Champion fails to pay the annual membership renewal fee within sixty (60) days of when it is due, the Champion's Account will be terminated and the Champion will lose any and all rights to the Account downline Organization, and any commissions and/or bonuses associated therewith. The Champion shall not be eligible to re-enroll with Ur Worth It as a Champion for six (6) months following termination of the Account. Upon termination of the Account, the downline Organization will roll up to the immediate, active Upline Sponsor.
- b) If a Champion pays the membership renewal fee after it is due but within the sixty (60) day grace period set forth in Section 4.2(a) above, the Champion will resume the rank and positions held immediately prior to the membership renewal fee due date. However, such Champion's paid as level will not be restored unless that Champion qualifies at that level in the new month. The Champion is not eligible to receive commissions or bonuses for any part of the sixty (60) day grace period that the annual membership renewal fee is unpaid.

4.3 Effect of Termination

- a) Following voluntary or involuntary termination of a Champion's Ur Worth It Account (collectively, "termination") such Champion:
- (i) Shall have no right, title, claim, or interest to any commission or bonus, including UWI Dollars, from the sales generated by the Champion's former Organization or any other payments in association with the Champion's terminated Account;
 - (ii) Effectively waives any and all claims to property rights or any interest in or to the Champion's former Downline Organization; and
 - (iii) Shall receive commissions and bonuses only for the last full pay period in which the Champion was active prior to termination, less any amounts withheld during an investigation preceding an involuntary termination, less UWI Dollars which are not redeemable for cash, and less any other amounts owed to Ur Worth It.

- (iv) Upon termination or dormancy due to inactivity for one (1) year or more, the Champion forfeits all funds in its commissions and/or Pay-Out Accounts and authorizes Ur Worth It to seize funds and close the Accounts.

4.4 Modifying a Champion's Ur Worth It Account

- a) A Champion may modify his or her existing Ur Worth It Account to add a Spouse or partner to the Champion's Account or change the form of ownership from an individual to a Business Entity by submitting a written request to Ur Worth Its Support Department to make such modification

4.5 Unauthorized Transfer & Re-Enrollment

- a) In the event a Champion discovers that a Champion in their downline has re-enrolled under a different Champion, the Champion has thirty (30) days from the date the downline Champion enrolled under a new Champion to notify the Ur Worth It Compliance department and request the downline Champion be transferred back to his/her downline. Upon the expiration of the thirty (30) day notice period, the right to re-claim a new Champion to his or her downline will be waived.

4.6 Change of Sponsors for Champions

- a) Sponsor changes/corrections may be requested within a period of seventy-two (72) hours from the time of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the Sponsor as well as the Champion to be moved and in some cases the Upline Champion.
- b) Sponsor changes are generally not permitted. However, sponsor corrections can be made if they are reported to the Support Department within seventy-two (72) hours from the time of enrollment. Sponsor corrections must be requested from the Champion back office of the current (original) Sponsor, stating the reason that the correction needs to be made.
- c) At the discretion of Ur Worth It, Champions who have not ordered products or services for at least twelve (12) months, and whose Account has not been terminated, are eligible to re-enroll in Ur Worth It under the Sponsor of their choice.
- d) When a former Champion re-enrolls with Ur Worth It, Ur Worth It will "compress" (close) the Champion's original Account, and a new Ur Worth It User ID number will be issued to the Champion. In this scenario, a Champion does not retain former rank, downline Organization, or rights to commissions from the Champion's former Ur Worth It business or Account.
- e) Ur Worth It reserves the right to correct Sponsor errors at any time and in whatever manner it deems necessary in its sole discretion.

4.7 Change Organizations

- a) If a Champion wishes to change Organizations within Ur Worth It, he or she must submit a notice of voluntary termination to the Ur Worth It Customer Support Department in accordance with Section 4.8 (below), and remain inactive (place no orders or be on a

Smartship) with or in Ur Worth It for six (6) months from the receipt of the notice before being eligible to re-enroll under a different Sponsor.

- b) Ur Worth It retains the right to approve or deny any request to re-enroll after a Champion's termination. Champions within the same downline Organization simultaneously submitting notices of voluntary termination to transfer Organization in accordance with Section 4.7(a) will be deemed an abuse of these Policies.
- c) If re-enrollment is approved, the former Champion will be issued a new Ur Worth It User ID after accepting and agreeing to the terms of the Champion Agreement in effect at that time. The re-enrolled Champion will not be entitled to keep any former rank, downline, or rights to commissions associated with the Champion's prior Ur Worth It User ID/Account.

4.8 Voluntary Termination

- a) A Champion may immediately terminate his or her Account and Ur Worth It business associate therewith by submitting a written notice via email to the Ur Worth It Support Department at support@urworthit.com. The written notice must include the following:
 - (i) Statement of the Champion's intent to terminate the Account;
 - (ii) Date of termination;
 - (iii) Champion's Ur Worth It User ID;
 - (iv) Reason(s) for terminating the Account, and
 - (v) Champion's signature.
- b) A Champion may not use voluntary termination as a way to immediately change Sponsors. A Champion who has voluntarily terminated an Account is not eligible to re-enroll with Ur Worth It or have any financial interest in a or any Ur Worth It business for six (6) months from the receipt of the written notice of termination. A terminated Champion who promotes Ur Worth It products or services during the six (6) month waiting period by using another Champion's or Customer's referral code is in violation of the provision and shall not be permitted to re-enroll until six (6) months following any such offending conduct has ceased.

4.9 Involuntary Termination

- a) Ur Worth It reserves the right to terminate a Champion's position for, but not limited to, the following reasons:
 - (i) Violation of any provision of the Champion Agreement;
 - (ii) Violation of any applicable law, ordinance, or regulation related to the Champion's Ur Worth It business;
 - (iii) Engaging in unethical business practices or violating standards of fair dealing; or
 - (iv) Returning over \$500 worth of Ur Worth It products, services, and/or sales tools for a refund within a twelve (12) month period.

- b) Ur Worth It will notify the Champion in writing via email certified mail, return receipt requested, or overnight documented mail, at the Champion's last known address of Ur Worth Its' intent to terminate the Champion's position and the reasons for termination. The involuntary termination will be effective date as of the written notice.
- c) The former Champion shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Ur Worth It products or services. Ur Worth It will notify the active Upline Sponsor within ten (10) days after termination. The Organization of the terminated Champion will "roll-up" to the active Upline Sponsor on record.
- d) The Champion who is involuntarily terminated by Ur Worth It may not re-enroll as a Champion, either under his or her present name or any other name or Business Entity, without the express written consent of an officer of Ur Worth It, following a review by the Ur Worth It Compliance Committee. If such consent is granted, the Champion may not re-enroll as a Champion for twelve (12) months following the date of termination.

5.0 BUSINESS ENTITIES

5.1 Definition

- a) A corporation, partnership, limited liability company, or trust (collectively, a "Business Entity") may apply to be a Ur Worth It Champion.
- b) A Ur Worth It Champion may change their status under the same Sponsor from an individual to a Business Entity in accordance with Section 4.4 of these Policies.

5.2 Indemnification for Actions

- a) A Champion is fully responsible for all of his or her verbal and written communications made regarding Ur Worth It products, services, and the Compensation Plan that are not expressly contained within official Ur Worth It materials. Champions shall indemnify and hold harmless Ur Worth It, its directors, officers, employees, product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by Ur Worth It as a result of the Champion's unauthorized representations or actions. This provision shall survive the termination of the Ur Worth It Champion Agreement and a Ur Worth It Account.

5.3 Insurance

- a) Ur Worth It encourages Champions to obtain insurance coverage for their Ur Worth It business. A homeowner's insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. Champions should contact their insurance agent to make certain their business property is protected. In many instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

6.0 POLICY VIOLATIONS

6.1 Reporting Policy Violation

- a) A Champion who observes a violation of these Policies and Procedures by another Champion or Customer should submit any such violation(s) to the Ur Worth It Compliance Department via email to compliance@urworthit.com. The email should include:
 - (i) The nature of the violation(s);
 - (ii) Specific facts to support the allegations;
 - (iii) Dates;
 - (iv) Number of occurrences;
 - (v) Persons involved; and
 - (vi) Supporting documentation.
- b) The Compliance Department will investigate the reported violations(s) and Ur Worth It will take appropriate action if warranted.

6.2 Adherence to the Ur Worth It Compensation Plan

- a) A Champion must adhere to the terms of the Ur Worth It Compensation Plan.
- b) A Champion shall not offer the Ur Worth It opportunity through or in combination with, any other system, program, or method of marketing other than that specifically set forth in Official Ur Worth It Literature.
- c) A Champion shall not require or encourage a current or prospective Champion to participate in Ur Worth It in any manner that varies from the Compensation Plan as set forth in official Ur Worth It literature.
- d) A Champion shall not require or encourage a current or prospective Champion to make a purchase from or payment to any individual or other entity as a condition to participating in the Ur Worth It Compensation Plan.

6.3 Adherence to Laws and Ordinances

- a) Many cities, counties, and townships have laws regulating certain home-based businesses. Champions and Customers shall comply with all federal, state, and local laws, ordinances, and regulations in conducting his or her Ur Worth It business.
- b) A Champion understands and agrees that he/she/it is solely responsible for any and all fines and liabilities incurred as a result of the Champion's or Customer's violation(s) of applicable laws, regulations, and/or ordinances.

6.4 Compliance with Applicable Income Tax Laws

- a) A Champion accepts sole responsibility for and agrees to pay all federal, state, provincial, and local taxes on any income generated as a Champion, and further agrees to indemnify Ur Worth It from any failure to pay such taxes when due. Ur Worth It encourages Champions to consult with his/her/its tax advisor(s) to ensure they are compliant with all applicable laws and understand the tax consequences of as an independent contractor. At the end of each calendar year, Ur Worth It will issue to each Ur Worth It Champion IRS Form 1099, or other applicable documentation required by law, for non-employee compensation of a Ur Worth It Champion.
- b) If a Champion's business is tax-exempt, the Federal Tax-ID (EIN) must be provided to Ur Worth It in writing along with any additional documentation requested reflecting such status.
- c) Ur Worth It is required to charge and remit sales tax to the various states or provinces based on the retail price, including receipt of trips, prizes, or awards in the amount of \$600.00 or more.

6.5 One Ur Worth It Business Per Champion

- a) A Champion may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Ur Worth It Account. No individual may have, operate or receive compensation from more than one Ur Worth It Account and business associate therewith. Individuals of the same Family Unit may each enter into or have an interest in their own separate Ur Worth It Account, only if each subsequent family position is placed frontline to the first family member enrolled. Each position must actively be building their independent position or the position will be deemed to be stacking.

6.6 Actions of Household Members or Affiliated Parties

- a) If any member of a Champion's immediate household engages in any activity which, if performed by the Champion, would violate any provision of the Champion Agreement, such activity will be deemed a violation by the Champion and Ur Worth It may take disciplinary action pursuant to these Policies and Procedures against the Champion. Likewise, if a Champion is a Business Entity, any owner, member, officer, and/or affiliate of that Business Entity shall be personally and individually bound to, and must comply with, the Champion Agreement.

6.7 Identification Numbers and Pay-Out

- a) Each Champion is required to provide a Social Security Number or Federal Tax-ID, if located in the United States or any of its territories to Ur Worth It at the time the Champion initiates a transfer of funds or earnings accumulated in the Champions Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a "Pay-Out" and Ur Worth It reserves the right to withhold Pay-Out from any Champion who fails to provide a valid Social Security Number or Federal Tax-ID (EIN) or who provides false information.

- b) Upon enrollment, Ur Worth It will provide a Ur Worth It User ID to the Champion. This number will be used to place orders, structure Organizations, and track commissions and bonuses.

6.8 Sell, Assign, or Delegate Ownership

- a) In order to preserve the integrity of the hierarchical structure, it is necessary for Ur Worth It to place restrictions on the transfer, assignment, or sale of a Champion's Ur Worth It Account and business associated therewith.
- b) A Champion may not sell, assign, or transfer his or her rights or delegate his or her Account as a Champion without Ur Worth Its prior written approval, which will not be unreasonably withheld. All parties involved in any transaction described in Section 6.8 must be in good standing with Ur Worth It to be eligible for any proposed sale, assignment, or transfer. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Ur Worth It.
- c) Any approved buyer/assignee/transferee shall assume the position of the Champion at the current qualified title but at the current "paid as" rank, at the time of the sale and acquires the Champion's downline Organization.
- d) To the sale, transfer, or assignment of a Ur Worth It position, a Champion must request a "Sale/Transfer of Position Form" from the Ur Worth It Support Department and submit the following items to the Ur Worth Its Compliance Department:
 - (i) a fully executed, dated, and properly completed Ur Worth It Sale/Transfer of Position Form;
 - (ii) a fully executed, dated, and notarized agreement between the Champion and the proposed buyer/transferee/assignee; and
 - (iii) any additional supporting documentation requested by Ur Worth It.
- e) Any debt obligations that any party involved in the proposed transaction may have with Ur Worth It must be satisfied in full prior to the approval of the sale, transfer, or assignment
- f) A Champion who sells, transfers, or assigns his/her/ Ur Worth Its position is not eligible to re-enroll as a Ur Worth It Champion in any organization for six (6) full calendar months following the date of the sale, transfer, or assignment except as otherwise expressly permitted by these Policies and Procedures.

6.9 Separating a Ur Worth It Business

- a) Pending a divorce or dissolution of a Business Entity, the parties must adopt one of the following methods of operation:
 - (i) One of the parties may, with the written consent of the other(s), operate the Ur Worth It business whereby the relinquishing Spouse, shareholder, partner, member, or trustee ("Relinquishing Party") authorize Ur Worth It to deal directly and solely with the non-Relinquishing Party.

- (ii) The parties may continue to operate the Ur Worth It business jointly on a “business as usual” basis. All compensation paid by Ur Worth It will be paid into the Individual(s) or Business Entity named as the Champion on the Account and the Champion shall indemnify Ur Worth It from any and all claims of any other party with respect to the Ur Worth It business and Account and any payment(s) made in connection therewith.
- b) Ur Worth It recognizes only one downline Organization and will issue only one commission payment transfer per Ur Worth It Account per commission cycle. Under no circumstances will the downline of an Organization be divided, nor will Ur Worth It split commissions and/or bonuses.
- c) If a Relinquishing Party, has completely relinquished, in writing, all rights to the original Ur Worth It business and Account, the Relinquishing Party may immediately thereafter re-enroll under the Sponsor of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Champion or active Customer in the former Organization, and must develop a new business in the same manner as any other new Ur Worth It Champion. A Champion in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new Organization or to any other Organization must comply with the requirements in Section 4.0.

6.10 Succession

- a) The Champion Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- b) Upon the death or incapacity of a Champion, the Champion’s business may be passed on to his or her legal successors in interest (“Successor”). Whenever a Ur Worth It business is transferred by a will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Champion’s Sales Organization. The Successor must:
 - (i) Accept and agree to all the terms of the Champion Agreement;
 - (ii) Comply with the terms and provisions of the Champion Agreement; and
 - (iii) Meet all of the qualifications for the last rank achieved by the former Champion.
- c) Any bonus and commissions transferred pursuant to this section will be paid in a single transfer to the successor, except for UWI Dollars which hold no cash value. The successor must provide Ur Worth It with an “address of record” to which all bonus and commission Pay-Out will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- d) If the business is bequeathed to joint devisees, they must form a Business Entity and acquire a Federal Tax ID (EIN). Ur Worth It will issue all bonus and commission payments to the managing Business Entity only.
- e) Appropriate legal documentation must be submitted to Ur Worth It Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Ur Worth It business, the Successor must provide the following to Ur Worth It Compliance Department:

- (i) A certified copy of the death certificate; and
 - (ii) A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the Ur Worth It business.
- f) To complete a transfer of the Ur Worth It business because of incapacity, the Successor must provide the following to the Ur Worth It Compliance Department:
 - (i) A notarized copy of an appointment as trustee;
 - (ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Ur Worth It business; and
 - (iii) A Champion Agreement accepted and agreed to by the trustee in writing.
- g) If the Successor is already an existing Champion, Ur Worth It will allow such Champion to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Champion must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.
- h) If the Successor wishes to terminate the Ur Worth It position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- i) Upon written request, Ur Worth It may grant a one (1) month bereavement waiver and payout at the last "paid as" rank.

7.0 DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action – Purpose

- a) It is the spirit of Ur Worth It that integrity and fairness should pervade among its Champions, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Ur Worth It reserves the right to impose disciplinary sanctions at any time when it has determined that a Champion has violated the Champion Agreement, as may be amended from time to time by Ur Worth It in accordance herewith.

7.2 Consequences and Remedies of Breach

- a) Disciplinary actions may include one or more of the following:
 - (i) Monitoring a Champion's conduct over a specified period of time to assure compliance;
 - (ii) Alerting the Champion's Upline so that the Upline may further educate the Champion and/or take proactive action to protect the Ur Worth It community from cross-Recruiting, disparagement, etc.;

- (iii) Issuance of a written warning or requiring the Champion to take immediate corrective action;
- (iv) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments (“Commission Hold”) until the matter causing the Commission Hold is resolved or until Ur Worth It receives adequate additional assurances from the Champion to ensure future compliance;
- (v) Suspension from participation in Ur Worth It or Champion events, rewards, or recognition;
- (vi) Suspension of the Champion’s Account and position for one or more pay periods;
- (vii) Involuntary termination of the Champion’s Account and position;
- (viii) Any other measure which Ur Worth It deems feasible and appropriate to justly resolve injuries caused by the Champion’s violation(s); or
- (ix) Legal proceedings for monetary or equitable relief.

7.3 Suspension Procedures

- a) First Violation: Counseling and initial warning letter. A first violation usually occurs because the Champion is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the Champion the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance Department will also describe expectations and steps the Champion must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three (3) days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to the 2nd Violation notice described below.
- b) Second Violation: Second warning letter and temporary suspension. Although it is hoped that the Champion will promptly correct the violation(s), Ur Worth It recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a suspension of the Champion’s account. During the suspension period, the Champion waives any and all rights to Pay-Out of any bonuses or commissions and must submit a signed reinstatement letter wherein the Champion acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by Ur Worth It, the suspension will be lifted and the Champion will be able to request a Pay-Out. The Champion may be subject to additional discipline up to and including termination if the violation is not cured or further violation(s) occur.
- c) Third Violation: Suspension and final written warning. Repeated violation(s) of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Champion and forfeiture of commissions and bonuses associated with the offending Champion’s Account. The final written warning letter

will include notification of such suspension, action needed to cure the violations(s), and an indication that if the Champion violates the Policies and Procedures again, the Champion will be terminated immediately.

- d) Fourth Violation: Termination. As described above, Ur Worth It will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning, and suspension and commissions forfeiture before proceeding to termination of the Champion's Account. Ur Worth It will notify the Champion in writing if/when the Account is terminated.
- e) Ur Worth It reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, Champion may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

8.0 DISPUTE RESOLUTION

8.1 Grievances Against Another Champion

- a) If a Ur Worth It Champion has a grievance or complaint against another Champion regarding any practice or conduct relating to their respective Ur Worth It businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Ur Worth It Compliance Department as outlined below in this Section.
- b) The Ur Worth It Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Champions involved.
- c) Ur Worth It will confine its involvement to disputes regarding Ur Worth It business matters only. Ur Worth It will not decide issues that involve personality conflicts or unprofessional conduct by or between Champions outside the context of a Ur Worth It business. These issues go beyond the scope of Ur Worth It and may not be used to justify a Sponsor change or a transfer to another Ur Worth It Organization.
- d) Ur Worth It does not consider, enforce, or mediate third-party agreements between Champions, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- e) Process for Grievances:
 - (i) The Champion should submit a letter of complaint via email directly to the Ur Worth It Compliance Department at compliance@urworthit.com. The letter shall set forth the details of the incident as follows:
 - A. The nature of the violation;
 - B. Specific facts to support the allegations;
 - C. Dates;
 - D. Number of occurrences;

- E. Persons involved; and
 - F. Supporting documentation.
- (ii) Upon receipt of the written complaint, Ur Worth It will conduct an investigation according to the following procedures:
- A. The Compliance Department will send an acknowledgment of receipt to the complaining Champion;
 - B. The Compliance Department will provide a verbal or written notice of the allegation to the Champion under investigation. If a written notice is sent to the Champion, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by Ur Worth It.
 - C. The Ur Worth It Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
 - D. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Champion calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- f) Ur Worth It will make a final decision and timely notify the Ur Worth It Champions involved.

8.2 Mediation Disputes Between a Champion and Ur Worth It

- a) Champion and Ur Worth It (collectively “the Parties”) recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Mediation of a dispute may allow the parties to avoid the cost and inconvenience of litigation in court.
- b) The Parties should exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the mediator in a separate communication.
- c) The mediator shall not be a legal representative of any party.
- d) Unless otherwise agreed to by the Parties, the mediation shall take place in Collin County, Texas, on a date that is mutually agreeable among the Parties and mediator. Participation in the mediation by telephone will be permitted to prevent inconvenience to a party.
- e) The mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (pro se).

- f) Mediation sessions and related mediation communications are private proceedings. For this reason, only the Parties and their legal representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the mediator.
- g) Each Party will pay its own costs and expense of the mediation unless the Parties agree otherwise.
- h) The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.
- i) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims, or controversy submitted to mediation pursuant to the Agreement.

8.3 Severability

- a) If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

8.4 Waiver

- a) Only an officer of Ur Worth It can, in writing, affect a waiver of these Policies and Procedures. Ur Worth Its waiver of any particular breach by a Champion shall not affect Ur Worth Its rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Champion.
- b) The existence of any claim or cause of action of a Champion against Ur Worth It shall not constitute a defense to Ur Worth Its enforcement of any term or provision of these Policies and Procedures.

8.5 Governing Law

- a) The Parties agree that jurisdiction and venue of any controversy or claim arising from the Champion Agreement or between Ur Worth It and Champion shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Champion Agreement or between Ur Worth It and Champion, without regard for any provisions regarding choice of law.

8.6 Class Action Waiver

- a) The parties expressly intend and agree that:
 - (i) Class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any court or arbitration; and
 - (ii) The parties will only submit their own, individual claims in any court or arbitration and will not seek to represent the interests of any other person.

- b) The court or arbitrator is not empowered to consolidate claims of different individuals into one proceeding, to hear any litigation or arbitration as a class action.
- c) As a Ur Worth It Champion and/or Customer, I agree that I will not assert class or collective action claims against Ur Worth It in arbitration, court, or otherwise, nor will I join or serve as a member of a class or collective action in arbitration, court or otherwise.
- d) As a Champion and/or Customer, I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or the Ur Worth It.

9.0 PAYMENT OF COMMISSIONS & BONUSES

9.1 Bonus and Commission Qualifications

- a) A Champion must be active and in compliance with the Champion Agreement and all Ur Worth It-issued guidelines and policies implemented to qualify for bonuses and commissions. So long as a Champion complies with the terms and conditions set forth in the Champion Agreement, Ur Worth It shall pay commissions to such Champions in accordance with the Compensation Plan and any amendments thereto.
- b) Ur Worth It will not issue a payment in any form to a Champion without the receipt of the Champion's annual membership and renewal membership fee and completed electronic enrollment as a Ur Worth It Champion, including the Champion's acceptance and agreement to the Champion Agreement.
- c) Ur Worth It reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.
- d) Bonuses in the form of UWI Dollars are not redeemable for cash.

9.2 Computation of Commissions and Discrepancies

- a) In order to qualify to receive commissions and/or bonuses, a Champion must be in good standing and comply with the terms of the Champion Agreement. Commission, bonuses, overrides, and achievement levels are calculated on a daily, monthly, or yearly basis.
- b) A Ur Worth It Champion must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day "grace period" no additional requests will be considered for commission recalculations.
- c) For additional information on payment of commissions, please review the Compensation Plan.
- d) Ur Worth It reserves the right, in its sole discretion, to modify or amend the terms or conditions of any Bonus or Bonus Pool. Furthermore, Ur Worth It may amortize the payment of proceeds from a Bonus or Bonus Pool.

9.3 Adjustments to Bonuses and Commissions for Returned Products or Champion Memberships

- a) A Champion receives bonuses and commissions based on the actual sales of Ur Worth It products and services to end consumers and to Champions through product and service purchases. When a product or service is returned to Ur Worth It for a refund from the end consumer or by a Champion, the bonuses and commissions attributable to the returned product or service will be deducted from the Champion who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- b) In the event that a Champion terminates his or her Ur Worth It Account, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Ur Worth It, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Ur Worth It to the terminated Champion.

10.0 ORDERING PRODUCT

10.1 General Product Ordering Policies

- a) “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or Business Entity as a Champion or Customer without their knowledge or consent; (b) the fraudulent enrollment of an individual or Business Entity as a Champion or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Champions or Customers (“phantoms”); (d) purchasing Ur Worth It products or services on behalf of another Champion or Customer, or under another Champion’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products, services or Smartships that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers.
- b) Ur Worth It requires that Champions use their own credit cards and not allow others to use them. A Champion shall not use another Champion’s or Customer’s credit card or debit account to enroll in Ur Worth It or purchase products, services, or Smartship.
- c) Regarding an order with an invalid or incorrect payment, Ur Worth It will attempt to contact the Champion by phone, mail, and/or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled.
- d) Prices are subject to change without notice.
- e) A Champion or Customer who is a recipient of a damaged or incorrect order must notify Ur Worth It within thirty (30) calendar days from receipt of the order and follow the steps as set forth in these Policies and Procedures, along with the Return/Exchange Policies and any other guidelines pertaining to product returns and exchanges.

10.2 Sales to Customers

- a) Sales to retail Customers may be done directly through a Champion's replicated website or directly using product that Ur Worth It has in inventory.
- b) Champions will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation.
- c) When making a sale to an end Customer, a Champion must provide him/her with an official Ur Worth It retail receipt at or prior to the time of the initial sale and every sale thereafter. A Champion will need to customize the template with his/her personal information. If the customer exercises the right to cancel the sale, Champion shall follow the refund procedures described in this section.
- d) The Customer should return all unused product to Ur Worth It. These sales receipts set forth the consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the sales receipt up to ten (10) days after the end Customer receives a copy of the receipt or invoice.

10.3 Insufficient Funds

- a) All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.
- b) Any outstanding balance owed to Ur Worth It by a Champion or Customer of a Champion from NSF (non-sufficient funds) or insufficient fund ("ACH") fees, will be withheld by Ur Worth It from that Champion's future bonus and commission funds.
- c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Champion, constitute grounds for disciplinary sanctions or termination of the account.
- d) If a credit card order or automatic debit is declined the first time, the Customer or Champion will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Champion may be deemed ineligible to purchase Ur Worth It products or services or participate in the monthly Smartship. **Note: Participation by Champions in Ur Worth Its monthly Smartship, which is a recurring product order program, is entirely optional, and is not required in order to become a Champion, move up in rank, or otherwise, fully participate in the Rewards Program.**

10.4 Credit Card Purchases

- a) Credit card purchases may only be made by the individual or Business Entity whose name and address are on the credit card. A Champion or Customer may not use another individual's or Business Entity's credit card to purchase Ur Worth It products (regardless of whether that Champion/Customer has permission from the individual/entity to do so). Ur Worth It considers such transactions fraudulent and will report them to the proper authorities for settlement.

- b) Under no circumstance will any Champion or Customer chargeback any credit card purchases. The Champion Account associated with any credit card chargeback request will be terminated immediately without notice to the Champion or Customer.
- c) Upon termination of a Champion's Account, the Champions UWI Dollars balance will be cleared, as they are not redeemable for cash.
- d) All Champion or Customer requests for refunds or returns must be done in accordance with these Policies.

10.5 Sales Tax Obligation

- a) Champions shall comply with all federal and local taxes and regulations governing the sale of Ur Worth It products and services.
- b) Ur Worth It will collect and remit sales tax on all Champion and Customer orders. When orders are placed with Ur Worth It, sales tax is prepaid based upon the suggested retail price and remitted to the appropriate state and local jurisdictions. Champions may recover the sales tax when he or she makes a sale. Champions are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- c) Ur Worth It encourages each Champion to consult with a tax advisor for additional information for his or her business.

10.6 Refund Policy

- a) Ur Worth It Customers:
 - (i) If within the first thirty (30) days you are not satisfied with the product ordered for the first time you must contact support@urworthit.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. For all other orders, returns of all unopened and resalable products may be returned within thirty (30) days of delivery for a full refund, less shipping and handling incurred. Exchanges for the same product will be made for products that may have been damaged in transit. Products returned more than thirty (30) days from the delivery date are not eligible for a refund. Packages returned due to unsuccessful deliveries (i.e., three (3) delivery attempts, customer moved, customer provided incorrect or incomplete address) may be subject to additional shipping and handling charges to have the product resent. Because Ur Worth It cannot guarantee the quality of Ur Worth It products that are sold to Customers by non-Champions, Ur Worth Its Refund Policy is not available for products that Customers purchase from anyone other than a Champion or Ur Worth It directly or that are purchased in any unauthorized channel.
- b) Ur Worth It Champions:
 - (i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact support@urworthit.com to return the unused portion of the product for a full refund, minus shipping and handling charges. Your Champion account will then be subject to six (6) months suspension.

- (ii) For all other orders, returns of all unopened and resalable products may be returned within thirty (30) days of delivery for a full refund. Any shipping and handling charges incurred will not be refunded.
 - (iii) Exchanges for the same product will be made for products that may have been damaged in transit.
 - (iv) Products returned more than thirty (30) days from the delivery date are not eligible for a refund.
 - (v) Packages returned due to unsuccessful deliveries (i.e., three (3) delivery attempts, Champion moved, Champion provided incorrect or incomplete address) may be subject to additional shipping and handling charges to have the product resent.
 - (vi) Properly returned product purchased completely or partially with UWI Dollars will be credited UWI Dollars, pro-rata, back to their Champion Account. UWI Dollars are not redeemable for cash.
- c) Terminated Champions If a terminated Champion has purchased Ur Worth It products, Ur Worth It will issue a refund or credit for any products purchased by the Champion if: (i) the product is in Resalable condition; (ii) the Resalable product is returned to Ur Worth It within twenty (20) days from the date of termination; and (iii) the Champion provides proof the product was purchased within twelve (12) months preceding the date of termination. [Note: the twelve (12) month requirements not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico]. Refunds are subject to a ten percent (10%) handling fee. Shipping costs are not refundable.
- d) Montana Residents: Initial Enrollment Pak and Cancellation Returns A new Champion has up to 15 days to cancel their agreement with Ur Worth It. The Champion is entitled to a full refund of the Initial Enrollment Pak as long as all of the items from their Initial Enrollment Pak are returned and the items are still sealed and have not been used in any way. Neither shipping and handling charges incurred by a Champion when the Initial Enrollment Pak was purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account used when purchasing. Per Ur Worth It's return policy, if a Champion was paid a commission based on a product(s) purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on that product purchase will be deducted from the amount of the refund or a future commission payout. Additionally, if a Champion cancels after 15 days, but within 12 months, and has not received any financial benefit by purchasing an Initial Enrollment Pak, they can receive a 90% refund on any currently marketable products sold that have not been resold or consumed. Products are not considered currently marketable if the products have been consumed or are seasonal, discontinued, or special promotional items.
- e) Commissions of any type paid to Champions on products that are ultimately returned for a refund will be deducted from future commission payments.
- f) Problems with Shipments: If within thirty (30) days of the reported expected product delivery date, a Champion does not notify support@urworthit.com of a problem with the receipt of the Champion's order, including but not limited to, failure to receive the product, improper sealing, damaged to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.

- g) All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars, except for UWI Dollars, which are not redeemable for cash. Ur Worth It is not responsible for fluctuating exchange rates.

10.7 Return Process

- a) All returns, whether by a Customer, or Champion, must be made as follows:
 - (i) Obtain a Return Merchandise Authorization (“RMA”) from Ur Worth It by contacting support@urworthit.com and submit a request.
 - (ii) Ship items to the address provided by Ur Worth It customer service when you receive your RMA.
 - (iii) Provide a copy of the sales receipt or invoice with the returned product. Such invoice must reference the RMA and include the reason for the return.
 - (iv) Ship product back in the original manufacturer’s box exactly as it was delivered.
 - (v) All returns must be shipped to Ur Worth It pre-paid, as Ur Worth It does not accept shipping collect packages. Ur Worth It recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as the risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Champion. If the returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Champion to trace the shipment of the product wherein no credit will be applied.
 - (vi) The return of \$500 or more of products accompanied by a request for a refund within one (1) calendar year by a Champion, may constitute grounds for involuntary termination.

11.0 UR WORTH IT OPPORTUNITY

11.1 Presentation of Compensation Plan

- a) In presenting the Ur Worth It business opportunity, a Champion is required to:
 - (i) present a copy of the Ur Worth It Income Disclosure Statement <https://bit.ly/urwids> ;
 - (ii) refrain from misquoting or omitting any material fact about the Compensation Plan;
 - (iii) clearly explain that the Compensation Plan is based upon sales of Ur Worth It products and services;
 - (iv) not make income projections, claims, or guarantees while presenting or discussing the Ur Worth It opportunity or Compensation Plan to prospective Champions or Customers;
 - (v) inform all prospective Champions that success requires substantial work;

- (vi) not make any claims regarding products or services of any products offered by Ur Worth It, except those contained in official Ur Worth It literature.
- (vii) not use official Ur Worth It material to promote the Ur Worth It business opportunity in any country where Ur Worth It is not duly authorized to conduct business.

11.2 Sales Requirements Are Governed by the Compensation Plan

- a) The Ur Worth It program is built on sales to the ultimate consumer or end-user. Ur Worth It encourages its Champions to only purchase inventory, in reasonable quantities, that they and their family will personally consume, will be used as a sales tool or will be resold to others for their ultimate consumption. Champions must never attempt to influence any other Champion to buy more products than they can reasonably use or sell to retail Customers in a month.
- b) Each Ur Worth It Champion commits to personally use, sell, or use in business building at least seventy percent (70%) of every order placed with Ur Worth It prior to placing another order and must be able to certify as much if demanded by Ur Worth It or by any regulatory agency. Purchasing products solely for the purpose of collecting bonuses or achieving rank is strictly prohibited. Ur Worth It retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

12.0 PROPRIETARY INFORMATION & TRADE SECRETS

12.1 Reports

- a) By agreeing to the Ur Worth It Champion Agreement, the Champion acknowledges that business reports, lists of Customer and Champion names and contact information, and any other information, which contains financial, scientific, or other information both written or otherwise circulated by Ur Worth It or pertaining to the business of Ur Worth It (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Ur Worth It.

12.2 Obligation of Confidentiality

- a) During the term of the Ur Worth It Champion Agreement and for a period of two (2) years after the termination or expiration of the Champion Agreement between the Champion and Ur Worth It, the Champion shall not:
 - i. Use the information in the Reports to compete with Ur Worth It or for any purpose other than promoting his or her Ur Worth It business;
 - ii. Use or disclose to any person or entity any confidential information contained in the reports, including disclosure or use to replicate or attempt to replicate the Champion's Upline and/or downline Organization genealogy in another network marketing company.

12.3 Breach and Remedies

- a) The Champion acknowledges that the Reports and other confidential and proprietary information is of such character as to render it unique and that disclosure or use thereof in

violation of this provision will result in irreparable damage to Ur Worth It and to independent Ur Worth It businesses. Ur Worth It and its Champions will be entitled to injunctive relief and/or to recover damages against any Champion who violates his or her obligations in section 12.2 in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses in addition to any award of damages.

12.4 Return of Materials

- a) Upon demand by Ur Worth It, any current or former Champion will return the original and all copies of all Reports to Ur Worth It together with any Ur Worth It confidential information in such person's possession.

13.0 PRIVACY POLICY

13.1 Introduction

- a) This Privacy Policy is to ensure that all Customers and Champions understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section, all Champions must comply with applicable privacy laws governing the collection, use, and disclosure of Customer and fellow Champion information.

13.2 Expectation of Privacy

- a) Ur Worth It recognizes and respects the importance its Customers and Champions place on the privacy of their financial and personal information. Ur Worth It will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and Champions' financial and account information and nonpublic personal information.
- b) By entering into the Champion Agreement, a Champion or Customer authorizes Ur Worth It to disclose his or her name and contact information to Upline Champions solely for activities related to the furtherance of the Ur Worth It business. A Champion hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline Organization and conducting the Ur Worth It business.

13.3 Employee Access to Information

- a) Ur Worth It limits the number of employees who have access to Customers' and Champions' nonpublic personal information.

13.4 Restrictions on the Disclosure of Account Information

- a) Ur Worth It will not share non-public personal information or financial information about current or former Customers or Champions with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Champions' interests or to enforce its rights or obligations under the Champions Agreement or with written permission from the account holder on file.

14.0 PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF UR WORTH IT NAMES AND TRADEMARKS

14.1 Inspection, Product Care, and Quality Controls

- (a) Promptly upon receipt, Champions shall inspect Ur Worth It products and their packaging for damage, broken seals, evidence of tampering, or other product defects. If a product is defective or damaged, Champions shall not sell the product and must report the defect or damage to Ur Worth It. Champions may return products that are damaged or otherwise defective within thirty (30) days of receipt for a full refund or replacement.
- (b) Champions must comply with all instructions provided by Ur Worth It regarding the proper care, storage, and handling of Ur Worth It products. Additionally, Champions shall store all Ur Worth It products in a dry place at room temperature, away from direct sunlight. Members shall also regularly inspect inventory for products that are expired or that will expire within sixty (60) days, and shall not sell any such products.
- (c) If Ur Worth It discovers that a Champion is not properly inspecting products upon receipt, not properly storing and caring for Ur Worth It products, and/or selling products that are damaged or otherwise defective, Ur Worth It will investigate the Champion and take remedial and disciplinary action up to and including the involuntary termination of the offending Champion's Ur Worth It Account.

14.2 Labeling, Packaging, and Displaying Products

- a) A Ur Worth It Champion and/or Customer may not re-label, re-package, refill, or alter labels of any Ur Worth It product, or service, information, materials, or program(s) in any way. Ur Worth It products must only be sold in their original containers from Ur Worth It. Such re-labeling or re-packaging violates federal law, which may result in criminal or civil penalties or liability.
- b) A Ur Worth It Champion shall not cause any Ur Worth It product or service or any Ur Worth It trade name to be sold or displayed in retail establishments except:
 - i. Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons);
 - ii. Where the retail establishment is owned or managed by the Ur Worth It Champion and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- c) A Champion may sell Ur Worth It products and services and display the Ur Worth It trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of Ur Worth It.
- d) A Champion or Customer is prohibited to sell Ur Worth It products and services and display the Ur Worth It trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.

- e) Ur Worth It reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Ur Worth It opportunity.

14.3 Use of Company Names and Protected Materials

- a) A Ur Worth It Champion must safeguard and promote the good reputation of Ur Worth It and the products and services it markets. The marketing and promotion of Ur Worth It, the Ur Worth It business opportunity, the Compensation Plan, and Ur Worth It products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices.
- b) All promotional materials supplied or created by Ur Worth It must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the Ur Worth It Compliance Department.
- c) The name of Ur Worth It, each of its product and service names, and other names that have been adopted by Ur Worth It, in connection with its business are proprietary trade names, trademarks, and service marks of Ur Worth It. As such, these marks are of great value to Ur Worth It and are supplied to Champions for their use only in an expressly authorized manner.
- d) A Ur Worth It Champion's use of the name "Ur Worth It" is restricted to protect Ur Worth It proprietary rights, ensuring that the Ur Worth It protected names will not be lost or compromised by unauthorized use. Use of the Ur Worth It name on any item not produced by Ur Worth It is prohibited except as follows:
 - i. [Champion's name] Independent Ur Worth It Champion.
 - ii. [Champion's name] Independent Champion of Ur Worth It products and services.
- e) Further procedures relating to the use of the Ur Worth It name are as follows:
 - i. All stationery (i.e. letterhead, envelopes, and business cards) bearing the Ur Worth It name or logo intended for use by the Ur Worth It Champion must be submitted via email to the Ur Worth It Compliance Department for approval. Submit to; compliance@urworthit.com.
 - ii. Ur Worth It Champions may list "Independent Ur Worth It Champion" in the white pages of the telephone directory under his or her own name.
 - iii. Ur Worth It Champions may not use the name Ur Worth It in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent Ur Worth It Champion."
- f) Certain photos and graphic images used by Ur Worth It in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Champions. If a Champion wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.

- g) A Ur Worth It Champion shall not appear on or make use of television or radio or make use of any other media to promote or discuss Ur Worth It or its programs, products, or services without prior written permission from the Ur Worth It Compliance Department.
- h) A Champion may not produce for sale or distribution any company event or speech, nor may a Champion reproduce Ur Worth It audio or video clips for sale or for personal use without prior written permission from the Ur Worth It Compliance Department.
- i) Ur Worth It reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Champion.
- j) A Champion shall not promote non-Ur Worth It products or services in conjunction with Ur Worth It products or services on the same social media site or same advertisement without prior approval from Ur Worth It Compliance Department.
- k) Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Ur Worth It may not be made except those contained in official Ur Worth It literature. In particular, no Champion may make any claim that Ur Worth It 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 Ur Worth It policies, but they also potentially violate federal and provincial laws and regulations.
- l) A Champion and/or Customer may not make any claims regarding products or services of any products offered by Ur Worth It, except those contained in official Ur Worth It literature.

14.4 Faxes and E-mail - Limitations

- a) Except as provided in this section, a Champion may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or “spamming” that advertises or promotes the operation of his or her Ur Worth It business. The exceptions are:
 - i. E-mailing any person who has given prior permission or invitation;
 - ii. E-mailing any person with whom the Champion has established a current business or personal relationship.
- b) In all states or the U.S. or International territories where prohibited by law, a Champion may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other devices), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- c) All e-mail or computer-broadcasted documents subject to this provision shall include each of the following:

- i. A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
 - ii. A clear return path or routing information;
 - iii. The use of legal and proper domain name;
 - iv. A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
 - v. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - vi. The true and correct name of the sender, valid sender’s fax or e-mail address, and a valid sender physical address;
 - vii. The date and time of the transmission; and
 - viii. Upon notification by the recipient of his or her request not to receive further faxed or e-mailed documents, a Ur Worth It Champion shall not transmit any further documents to that recipient.
- d) All e-mail or computer-broadcasted documents subject to this provision shall not include any of the following:
- i. Use of any third-party domain name without permission; and
 - ii. Sexually explicit materials.

14.5 Internet and Third-Party Website Restrictions

- a) A Champion and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell or advertise their Ur Worth It business without Ur Worth Its express written approval. A Champion and/or Customer is prohibited to use or attempt to register any of Ur Worth Its trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Ur Worth It name, or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.
- b) A Ur Worth It Champion and/or Customer may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any Ur Worth It products or services or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy. This obligation survives the termination of a Champion’s Champion Agreement with Ur Worth It.
- c) Social Media sites may be used to sell or offer to sell Ur Worth It products or services. **PROFILES A CHAMPION OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE UR WORTH IT IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY**

THE CHAMPION AS AN INDEPENDENT UR WORTH IT CHAMPION, and when a Champion and/or Customer participates in those communities, Champions and/or Customers must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Ur Worth Its sole discretion, and offending Champion and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Ur Worth It approved library, official Ur Worth It website, or social media outlet. If a link is provided, it must link to the posting Champion's Replicated website.

- d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Champions will be subject to disciplinary action.
- e) Champions and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Champions or Customers create or leave must be useful, unique, relevant, and specific to the blog's article.
- f) Champions and/or Customers must disclose their full name on all Social Media postings and conspicuously identify themselves as an Independent Ur Worth It Champion for Ur Worth It. Anonymous postings or use of an alias is prohibited.
- g) Postings that are false, misleading, or deceptive are prohibited. This includes but is not limited to, false or deceptive postings relating to the Ur Worth It business opportunity or income therewith, Ur Worth Its products and services, and/or your biographic information and credentials.
- h) Champion and/or Customer are personally responsible for their postings and all other online activity that relates to Ur Worth It. Therefore, even if a Champion does not own or operate a blog or Social Media site if a Champion and/or Customer posts to any such site that relates to Ur Worth It or which can be traced to Ur Worth It, the Champion is responsible for the posting. Champion and/or Customer are also responsible for postings that occur on any blog or Social Media site that the Champion and/or Customer owns, operates, or controls.
- i) As a Ur Worth It Champion, it is important to not converse with any person who places a negative post against you, other Champions, or Ur Worth It. Report negative posts to Ur Worth It at support@urworthit.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Ur Worth It, and therefore damages the reputation and goodwill of Ur Worth It.
- j) The distinction between a Social Media site and a website may not be clear-cut because some Social Media sites are particularly robust, Ur Worth It, therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites that are herein prohibited.
- k) If your Ur Worth It business is canceled for any reason, you must discontinue using the Ur Worth It name, and all of Ur Worth Its trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Ur Worth It Champion,

you must conspicuously disclose that you are no longer an Independent Ur Worth It Champion.

- l) Failure to comply with these Policies for conducting business online may result in the Champion losing their right to advertise and market Ur Worth It products, services, and Ur Worth Its business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.
- m) Champions are prohibited from selling Ur Worth It products to individuals or entities that they know or should know, intend to resell the products. Champions must sell Ur Worth It products only to end-user customers, and Champions shall not sell to any person any quantity of Ur Worth It products greater than that generally purchased by an individual for personal use. Champions must take reasonable steps to ensure that they do not violate these prohibitions.

14.6 Advertising and Promotional Materials

- a) You may not advertise any Ur Worth It products or services at a price LESS than the highest Ur Worth It published, established retail price of ONE offering of the Ur Worth It product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Ur Worth It.
- b) Advertising and all forms of communication must adhere to principles of honesty and propriety.
- c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., is subject to prior written approval by the Ur Worth It Compliance Department.
- d) All requests for approvals with respect to advertising must be directed in writing to the Ur Worth It Compliance Department.
- e) Ur Worth It reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Champion.

14.7 Testimonial Permission

- a) By agreeing to the Ur Worth It Champion Agreement, a Champion gives Ur Worth It permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the Ur Worth It business opportunity, a Champion waives any right to be compensated for the use of his or her testimonial or image and likeness even though Ur Worth It may be paid for items or sales materials containing such image and likeness and represents that any testimonial represents Champion's current, original, honest opinion, thoughts, beliefs, findings or experiences, based on Champion's actual experience with Ur Worth It and any stated use of Ur Worth It products and/or services, and agrees to notify Champion immediately of any changes in the views expressed in the

testimonial. In some cases, a Champion's testimonial may appear in another Champion's advertising materials. If a Champion does not wish to participate in Ur Worth It sales and marketing materials, he or she should provide a written notice to the Ur Worth It Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

14.8 Telemarketing - Limitations

- a) A Ur Worth It Champion must not engage in telemarketing in relation to the operation of the Champion's Ur Worth It business. The term "telemarketing" means the placing of one or more telephone calls, text messages, emails, or facsimile transmissions to an individual or entity to induce the purchase of Ur Worth It products or services, or to recruit them for the Ur Worth It opportunity.
- b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- c) While a Champion may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Champion to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
- d) "Cold calls" or unsolicited calls/texts/emails/faxes made to prospective Customers or Champions in order to promote Ur Worth It products, services, or the Ur Worth It business opportunity is considered telemarketing and is prohibited.
- e) Exceptions to Telemarketing Regulations. A Ur Worth It Champion may place telephone calls or faxes to prospective Customers, or Champions under the following limited situations:
 - i. If the Champion has an established current business relationship with the prospect;
 - ii. In response to the prospect's personal inquiry or application regarding a product or service offered by the Ur Worth It Champion, within 3 months immediately before the date of such a call/fax;
 - iii. If the Champion receives written and signed permission from the prospect authorizing the Champion to call/fax;
 - iv. If the call/fax is to family members, personal friends, and acquaintances. However, if a Champion makes a habit of collecting business cards from everyone, he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption; and
 - v. Ur Worth It Champions engaged in calling "acquaintances," must make such calls/faxes on an occasional basis only and not as a routine practice.

- f) A Champion shall not use automatic telephone dialing systems in the operation of his or her Ur Worth It businesses.
- g) Failure to abide by Ur Worth Its policies or federal regulations regarding telemarketing may lead to sanctions against the Champion, up to and including termination of the Champion's Ur Worth It Account.
- h) By enrolling as a Champion, or by accepting commissions, other payments, or awards from Ur Worth It, a Champion gives permission to Ur Worth It and other Champions to contact them as permitted under the Federal Do Not Call regulations.
- i) In the event, a Champion violates this section, Ur Worth It reserves the right to institute legal proceedings to obtain monetary or equitable relief.

15.0 INTERNATIONAL MARKETING

15.1 International Marketing Policy

- a) A Ur Worth It Champion is authorized to sell Ur Worth It products and services, to Customers and Champions only in the countries in which Ur Worth It is authorized to conduct business, according to the Policies and Procedures of each country. Ur Worth It Champions may not sell products or services in any country where Ur Worth It products and services have not received applicable government authorization or approval.
- b) A Champion may not, in any unauthorized country, conduct sales, enrollment, or training meetings, enroll or attempt to enroll potential Customers or Champions, nor conduct any other activity for the purpose of selling Ur Worth It products and services, establishing a sales organization, or promoting the Ur Worth It business opportunity.

16.0 SMARTSHIP CANCELLATION

- a) To cancel or modify your SmartShip at any time you may email support@urworthit.com. You can also modify or cancel your order at any time through your portal at www.urworthit.com. By selecting the "SmartShip" option on the website, you are giving Ur Worth It authorization to enroll you in the automatic shipping program. Ur Worth It will ship your product directly to you. You are also authorizing Ur Worth It to charge your credit card for the products you have ordered on a monthly basis without further warning or notification from Ur Worth It. You may cancel at any time without penalty by emailing support@urworthit.com. All SmartShip cancellations must be performed or delivered to Ur Worth It within three (3) business days prior to your next shipment to guarantee cancellation of that shipment.

17.0 SHIPPING POLICY

- a) All orders are processed within 2-3 business days.
- b) Orders are not shipped or delivered on weekends or holidays.
- c) If Ur Worth It is experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.

- d) Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.
- e) Ur Worth It is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.
- f) Please save all packaging material and damaged goods before filing a claim.

18.0 GLOSSARY OF TERMS

The terms listed below shall have the following meaning throughout these Policies and Procedures regardless of whether they are capitalized.

ACCOUNT: The secure and proprietary back-office associated with each Champion's Ur Worth It business and unique User ID where a Champion can access the Champion Agreement, the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

ACTIVE CHAMPION: A Champion who is in good standing with respect to the Champion Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Champions can generate commissions and bonuses.

COMPETING PRODUCT(S): Any program, product, or service offered by another network marketing/direct sales company with characteristics, functions, benefits, or ingredients similar to those offered by Ur Worth It, regardless of the difference in cost, quality, or other distinguishing factors.

CUSTOMER: Any person who purchases Ur Worth It products and does not enroll as a Ur Worth It Champion.

CHAMPION AGREEMENT: The most current version of the following along with any addendums or exhibits thereto: (i) Ur Worth It Policies and Procedures; and (ii) Ur Worth It Compensation Plan.

CHAMPION: An individual or entity who actively promotes, markets, and sells Ur Worth It products for profit and who actively seeks and Recruits' others to do the same in accordance with the Champion Agreement.

FAMILY UNIT: Parents or dependent children living at or doing business at the same address as a Champion.

LINE OF SPONSORSHIP (LOS): A report generated by Ur Worth It that provides critical data relating to the identities of Champions, sales information, and enrollment activity of each Champion's Organization. This report contains proprietary, confidential, and trade secret information.

ORGANIZATION OR DOWNLINE: The Customers and Champions placed below a particular Champion.

OFFICIAL UR WORTH IT MATERIAL: Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by Ur Worth It to Champion and/or Customers.

PLACEMENT: A Champion's position inside his or her Sponsor's organization.

RECRUIT, RECRUITMENT & RECRUITING: Actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Champion or Customer to enroll or participate in any direct sales or network marketing opportunity. Recruitment includes but is not limited to messaging, posting, friending, or otherwise contacting known Champions and/or Customers of Ur Worth It on social media (e.g. Facebook, Instagram, etc.) to discuss another direct sales or network marketing opportunity. The conduct described in this paragraph is Recruitment even if the Champion's actions are in response to an inquiry made by another Champion or Customer

RESALABLE: Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labeling have 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, and 4) the product contains current Ur Worth It labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SPONSOR: A Champion who enrolls a Customer or other Champion into Ur Worth It and is listed as the Sponsor.

SPOUSE: An individual that is legally married to a Champion or an individual that is a party to a legally recognized common-law relationship with a Champion.

UPLINE: This term refers to the Champion(s) above a particular Champion in a Sponsorship line up to the Company. It is the line of Sponsors that link any particular Champion to the Company.

WALLET: A secure feature in the back-office software that maintains a Champion's commissions and bonuses.

ADDENDUM 1

Ur Worth It Compensation Plan

<https://www.urworthit.com/api/Files/documents/0>

ADDENDUM 2
INCOME DISCLOSURE
STATEMENT

INCOME DISCLOSURE STATEMENT

The Ur Worth It Compensation Plan is an exciting opportunity that rewards you for selling products and services and sponsoring other participants who do the same. Although the opportunity is unlimited, individual results will vary depending on commitment levels and sales skills of each participant. Since Ur Worth It has recently launched, it lacks enough statistical data to prepare reliable income disclosures. There will be certain participants who will earn less while others will earn much more. We're excited about the Ur Worth It Compensation Plan and we're confident it will provide you a solid foundation to help you achieve your financial goals. As with all endeavors, hard work and the time you dedicate impact outcomes.

If income projections were presented to you prior to your enrollment, such projections are not necessarily representative of the income, if any, that you can earn through your participation in the Compensation Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success with Ur Worth It results only from hard work, dedication, and leadership.