

POLICIES AND PROCEDURES v1.0

1.0 INTRODUCTION

1.1 Mutual Commitment Statement

Moringo Organics, Inc. (“Moringo Organics”) recognizes that in order to develop a long-term and mutually rewarding relationship with its Business Owners (“members”) and Customers, Moringo Organics and the members must acknowledge and respect the true nature of the relationship.

A. In the spirit of mutual respect and understanding, Moringo Organics is committed to:

- I. Provide prompt, professional and courteous service and communications to all of its members and customers;
- II. Provide the highest quality products, at fair and reasonable prices;
- III. Exchange or refund the purchase price of any product, service or membership as provided in our *Return Policy*;
- IV. Deliver orders promptly and accurately;
- V. Pay commissions accurately and on a timely basis;
- VI. Expedite orders or checks if an error or unreasonable delay occurs;
- VII. Roll out new products and programs with member input and planning;
- VIII. Implement changes in the Compensation Plan or Policies and Procedures that affect the member with input from the members;
- IX. Support, protect and defend the integrity of the Moringo Organics Business

Opportunity;

X. Offer members an opportunity to grow with Moringo Organics with such growth guided by the principles of Servant Leadership.

B. In return, Moringo Organics expects that its members will:

I. Conduct them in a professional, honest, and considerate manner;

II. Present Moringo Organics corporate and product information in an accurate and professional manner;

III. Present the Compensation Plan and Return Policy in a complete and accurate manner;

IV. Not make exaggerated income claims;

V. Make reasonable efforts to support and train members 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 members and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a member is discouraged from providing cross-line training to a member or customer in a different organization without first obtaining consent of the member's or customer's upline leader;

X. Support, protect, and defend the integrity of the Moringo Organics Business Opportunity;

XI. Accurately complete and submit the member agreement and any requested supporting documentation in a timely manner.

1.2 Moringo Organics Policies and Compensation Plan Incorporated into the

Member agreement

- A. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Moringo Organics agreement, these Policies and Procedures, and the Moringo Organics Compensation Plan.
- B. It is the responsibility of the sponsoring member to provide the most current version of these Policies and Procedures (available on the Moringo Organics Web site) and the Moringo Organics Compensation Plan to each applicant prior to his or her execution of a member agreement.

1.3 Purpose of Policies

- A. Moringo Organics is a direct sales company that markets products and services through independent members referred to as members. To clearly define the relationship that exists between members and Moringo Organics, and to explicitly set a standard for acceptable business conduct, Moringo Organics has established these Policies and Procedures.
- B. Moringo Organics members are required to comply with (i) all of the Terms and Conditions set forth in the member Agreement, which Moringo Organics may amend in its sole discretion; (ii) all Federal, state, provincial, territorial, and local laws governing his or her Moringo Organics business; and (iii) these Policies and Procedures.
- C. Moringo Organics members must review the information in these Policies and Procedures carefully. Should a member have any questions regarding a policy or rule, the member is encouraged to seek an answer from his or her sponsor or any other upline member. If further clarification is needed the member may contact Moringo Organics customer service.

1.4 Changes, Amendments, and Modifications

- A. Because federal, state, and local laws, as well as the business environment, periodically change, Moringo Organics reserves the right to amend the Agreement and the prices in its Moringo Organics Product Price List in its sole

and absolute discretion. Notification of amendments shall appear in Official Moringo Organics Materials.

- B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
 - I. posting on the official Moringo Organics Web site;
 - II. electronic mail (e-mail); or
 - III. In writing through the Moringo Organics newsletters or other Moringo Organics communication channels.

1.5 Delays

Moringo Organics shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, and fire, and weather, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies and Procedures shall become effective as of September 1st 2011 and, at such time, shall automatically supersede any prior Policies and Procedures (the "old Policies and Procedures"), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

2.0 BASIC PRINCIPLES

2.1 Becoming A Moringo Organics Member

A. To become a member, an applicant must comply with the following requirements:

- 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, a U.S. territory, or Canada;
- III. Have a valid Social Security Number, Federal Tax ID Number, or Taxpayer Identification Number (TIN);
- IV. Submit a properly completed and signed Member Agreement to Moringo Organics;
- V. Not be a Moringo Organics employee, the Spouse of a Moringo Organics employee or related to an employee of Moringo Organics and living in the same household as such Moringo Organics employee.

2.2 New Member Registration

- A. A potential new member may self-enroll on the sponsor's web site. In such event, instead of a physically signed member agreement, Moringo Organics will accept the web enrollment and member agreement by accepting the "electronic signature" stating the new member has accepted the terms and conditions of such member agreement. Please note that such electronic signature constitutes a legally binding agreement between the member and Moringo Organics.
- B. Moringo Organics reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested the signed member Agreement must be received by Moringo Organics within 14 days of enrollment.
- D. Signed documents, including but not limited to member agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the member's membership.

2.3 Rights Granted

- A. Moringo Organics hereby grants to the member a non-exclusive right, based upon the terms and conditions contained in the member agreement and these Policies and Procedures, to:
 - I. Purchase Moringo Organics products and services;
 - II. Promote and sell Moringo Organics products and services; and
 - III. Sponsor new members and customers in the United States and in countries where Moringo Organics may become established after the effective date of these Policies and Procedures.

2.4 Identification Numbers

- A. Each member is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to Moringo Organics on the member agreement. Moringo Organics reserves the right to withhold commission payments from any member who fails to provide such information or who provides false information.
- B. Upon enrollment, Moringo Organics will provide a Moringo Organics Identification Number to the member. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the Member Agreement

- A. If the member allows his or her member agreement to expire due to nonpayment, the member will lose any and all rights to his or her downline organization unless the member re-activates within 60 days following the expiration of the agreement.
- B. If the former member re-activates within the 60-day time limit, the member will resume the rank and position held immediately prior to the expiration of the member agreement. However, such member's paid as level will not be restored unless he or she qualifies at that payout level in the new month. The

member is not eligible to receive commissions for the time period that the member's membership was expired.

- C. Any member who was terminated or whose agreement has expired and lapsed the 60 day grace period is not eligible to re-apply for a Moringo Organics business for 12 months following the expiration of the member agreement.
- D. The downline of the expired member will roll up to the immediate, active upline sponsor.

2.6 Business Entities

- A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be a Moringo Organics member. This member business and position will remain *temporary* until the proper documents are submitted. The entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate trust documents. Moringo Organics must receive these documents within 14 days from the date the member agreement was signed.
- B. A Moringo Organics member may change its status under the same sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

2.7 Independent Business Relationship; Indemnification for Actions

- A. The Moringo Organics member is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each member's success depends on his or her independent efforts.
- B. The agreement between Moringo Organics and its members does not create an employer/employee relationship, agency, partnership, or joint venture between Moringo Organics and the member.
- C. A Moringo Organics member shall not be treated as an employee of Moringo Organics for any purposes, including, without limitation, for Federal, state, or provincial tax purposes. All members are responsible for paying local, state,

provincial, and Federal taxes due from all compensation earned as a member of Moringo Organics. Any other compensation received by members from Moringo Organics will be governed by applicable U.S. or Canadian tax laws (or the tax laws of any other applicable jurisdiction). The member has no express or implied authority to bind Moringo Organics to any obligation or to make any commitments by or on behalf of Moringo Organics. Each member shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the terms of the member agreement, these Policies and Procedures and applicable State, Federal and Provincial laws.

- D. The Moringo Organics member is fully responsible for all of his or her verbal and written communications made regarding Moringo Organics products, services, and the compensation plan that are not expressly contained within official Moringo Organics materials. Members shall indemnify and hold harmless Moringo Organics, its directors, officers, employees, and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Moringo Organics as a result of the member's unauthorized representations or actions. This Provision shall survive the termination of the Moringo Organics member agreement.

2.8 Insurance

- A. **Business Pursuits Coverage.** Moringo Organics encourages members to arrange insurance coverage for their business. A homeowner's insurance policy does not cover business related injuries, or the theft of, or damage to inventory or business equipment. Moringo Organics members need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

2.9 Errors or Questions

- A. If a member has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the member must notify Moringo Organics in writing within 30 days of the date of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed waived by the member.

3.0 Moringo Organic's Member Responsibilities

3.1 Correct Addresses

- A. It is the responsibility of the member or customer to make sure Moringo Organics has the correct shipping address before any orders are shipped.
- B. A member or Customer will need to allow up to 30 days for processing after the notice of address change has been received by Moringo Organics.
- C. A member or customer may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

- A. Any Moringo Organics member who sponsors another member into Moringo Organics must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her Moringo Organics business. Sponsoring members should have ongoing contact and communication with the members in their downline organizations. Examples of communication may include but are not limited to: newsletters, written correspondence, telephone, contact, team calls, voice-mail, e-mail, personal meetings, accompaniment of downline members to Moringo Organics meetings and training sessions and any other related functions.
- B. A Sponsoring Moringo Organics member should monitor the members in his or her downline organizations to ensure that downline members do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such member should be able to provide documented evidence to Moringo Organics of his or her ongoing fulfillment of the responsibilities of a sponsor.
- C. Upline members are encouraged to motivate and train new members about Moringo Organic's products and services, effective sales techniques, the Moringo Organics compensation plan and compliance with company policies and procedures.

- D. Marketing product is a required activity in Moringo Organics and must be emphasized in all recruiting presentations.
- E. We emphasize and encourage all members to sell Moringo Organic's products and services to customers.
- F. Use of Sales Aids. To promote both the products and the opportunity Moringo Organics offers, members must use the sales aids and support materials produced by Moringo Organics. If Moringo Organics members develop their own sales aids and promotional materials, which include Internet advertising, notwithstanding members' good intentions, they may unintentionally violate any number of statutes or regulations affecting a Moringo Organics business. These violations, although they may be relatively few in numbers, could jeopardize the Moringo Organics opportunity for all members. Accordingly, members must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the member receives specific written approval to use the material, the request shall be deemed denied. All members shall safeguard and promote the good reputation of Moringo Organics and its products. The marketing and promotion of Moringo Organics, the Moringo Organics opportunity, the Compensation Plan, and Moringo Organics 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 Constructive Criticism; Ethics

- A. Moringo Organics desires to provide its independent members with the best products and services and Compensation Plan in the industry. Accordingly, Moringo Organics values constructive criticism and encourages the submission of written comments addressed to Moringo Organics compliance department.
- B. Negative and disparaging comments about Moringo Organics, its products or Compensation Plan, by members made to Moringo Organics, in the Field or at Moringo Organics meetings or events, or disruptive behavior at Moringo Organics meetings or events, serve no purpose other than to dampen the enthusiasm of other Moringo Organics members. Moringo Organics members

must not belittle Moringo Organics, other Moringo Organics members, Moringo Organics products or services, the Compensation Plan, or Moringo Organics directors, officers, or employees. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by Moringo Organics.

C. Moringo Organics endorses the following code of ethics:

- I. A Moringo Organics member must show fairness, tolerance, and respect to all people associated with Moringo Organics, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
 - II. A member shall strive to resolve business issues, including situations with upline and downline members, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
 - III. Moringo Organics members must be honest, responsible, and professional and conduct themselves with integrity.
 - IV. Moringo Organics members shall not make disparaging statements about Moringo Organics, other members, Moringo Organics employees, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.
- D. Moringo Organics may take appropriate action against a member if it determines, in its sole discretion, that a member’s conduct is detrimental, disruptive, or injurious to Moringo Organics or to other members.

3.4 Reporting Policy Violation

- A. A member who observes a policy violation by another member should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the Moringo Organics Corporate office. The letter shall set forth the details of the incident as follows:

- I. The nature of the violation;
 - II. Specific facts to support the allegations;
 - III. Dates;
 - IV. Number of occurrences;
 - V. Persons involved; and
 - VI. Supporting documentation
- B. Once the matter has been presented to Moringo Organics, it will be researched thoroughly by the Compliance department and appropriate action will be taken if required.
- C. This section refers to the general reporting of policy violations as observed by other members for the mutual effort to support, protect, and defend the integrity of the Moringo Organics business and opportunity. If a member has a grievance or complaint against another member which directly relates to his or her Moringo Organics business, the procedures set forth in these policies must be followed.

3.5 Sponsorship

- A. The sponsor is the person who introduces a member or customer to Moringo Organics, helps them complete their enrollment, and supports and trains those in their downline.
- B. Moringo Organics recognizes the sponsor as the name(s) shown on the first:
- I. Physically signed Moringo Organics member agreement on file; or
 - II. Electronically signed member agreement from a web site or a Moringo Organics members web site.

- C. A member agreement that contains notations such as “by phone” or the signatures of other individuals (i.e. Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Moringo Organics.
- D. Moringo Organics recognizes that each new prospect has the right to ultimately choose his or her own sponsor, but Moringo Organics will not allow members to engage in unethical sponsoring activities.
- E. All active members in good standing have the right to Sponsor and enroll others into Moringo Organics. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one member will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first member who presented a comprehensive introduction to Moringo Organics products or business opportunity.
- F. *A Protected Prospect* is a guest of any Moringo Organics member or Customer who attended a Moringo Organics event or conference call. For 60 days following the event, a Protected Prospect cannot be solicited or sponsored by any other Moringo Organics member who attended the same event. A Moringo Organics event can be defined as the following:
 - I. Any Moringo Organics training session;
 - II. Conference call;
 - III. Fly-in meeting; or
 - IV. Presentation, including but not limited to a Moringo Organics at home presentation, whether sponsored by Moringo Organics, a member, a Customer, or an agent or agency designated by Moringo Organics.

3.6 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 has a signed member Agreement. Actual or attempted cross sponsoring is not allowed. If

cross sponsoring is verified by Moringo Organics, sanctions up to and including termination of a member's membership may be imposed.

- B. The use of a spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.
- C. This policy does not prohibit the transfer of a Moringo Organics business in accordance with Moringo Organics Sale or Transfer policy set forth in these Policies.

3.7 Adherence to the Moringo Organics Compensation Plan

- A. A member must adhere to the terms of the Moringo Organics Compensation Plan as set forth in these Policies and Procedures as well as in official Moringo Organics literature. Deviation from the Compensation Plan is prohibited.
- B. A member shall not offer the Moringo Organics opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Moringo Organics literature.
- C. A member shall not require or encourage a current or prospective Customer or member to participate in Moringo Organics in any manner that varies from the Compensation Plan as set forth in official Moringo Organics literature.
- D. A member shall not require or encourage a current or prospective Customer or member to make a purchase from or payment to any individual or other entity as a condition to participating in the Moringo Organics Compensation Plan, other than such purchases or payments required to naturally build their business.

3.8 Adherence to Laws and Ordinances

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to members because of the nature of the business.

However, members must check their local laws and obey the laws that do apply to them.

- B. A Moringo Organics member shall comply with all Federal, state, and local laws and regulations in their conduct of his or her Moringo Organics business.

3.9 Compliance with Applicable Income Tax Laws

- A. Moringo Organics will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US member whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of Moringo Organics products for resale or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the member, and a minimum charge of \$20 may be assessed by Moringo Organics. Canadian T-4's will be sent to members who earn more than \$500 or who received trips, prizes, or awards valued at \$500 or more. Moringo Organics members are responsible for the payment of taxes on these trips, prizes, or awards provided to them by Moringo Organics.
- B. A member accepts sole responsibility for and agrees to pay all Federal, state, provincial and local taxes on any income generated as an independent member, and further agrees to indemnify Moringo Organics from any failure to pay such tax amounts when due.
- C. If a member's business is tax exempt, the Federal Tax Identification number must be provided to Moringo Organics in writing.
- D. Moringo Organics encourages all members to consult with a tax advisor for additional information for their business.

3.10 One Moringo Organics Business per Member

- A. A member may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Moringo Organics business. No individual may have, operate or receive compensation from more than one Moringo Organics business. Individuals of

the same family unit may each enter into or have an interest in their own separate Moringo Organics businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as spouses and dependent children living at or doing business at the same address.

3.11 Actions of Household Members or Affiliated Parties

If any member of a Member’s immediate household engages in any activity which, if performed by the Member, would violate any provision of the Agreement, such activity will be deemed a violation by the Member and Moringo Organics may take disciplinary action pursuant to these Policies and Procedures against the Member. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively “Business Entity”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Moringo Organics may take disciplinary action against the Business Entity. Likewise, if a Member enrolls in Moringo Organics as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

3.12 Solicitation for Other Companies or Products

- A. A Moringo Organics member may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the term of this Agreement and for one year thereafter, a Moringo Organics member may not recruit any Moringo Organics member or customer for any other direct sales or network marketing business, unless that member or customer was personally sponsored by such member.
- 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 member or customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the member’s actions are in response to an inquiry made by another member or customer.

- C. During the term of this Agreement and for a period of six months thereafter, any Moringo Organics member must not sell, or entice others to sell, any competing products or services, including training materials, to Moringo Organics customers or members. Any product or service in the same category as a Moringo Organics product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality. This provision does not apply 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).
- D. However, a member may sell non-competing products or services to Moringo Organics customers and members that they personally sponsored.
- E. A member may not display or bundle Moringo Organics products or services, in sales literature, on a web site or in sales meetings, with any other products or services to avoid confusing or misleading a prospective customer or member into believing there is a relationship between the Moringo Organics and non-Moringo Organics products and services.
- F. A Moringo Organics member may not offer any non-Moringo Organics opportunity, products or services at any Moringo Organics related meeting, seminar or convention, or immediately following a Moringo Organics event.
- G. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Moringo Organics and its members and would inflict irreparable harm on Moringo Organics. In such event, Moringo Organics may, at its sole discretion, impose any sanction it deems necessary and appropriate against such member or such member's memberships including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.13 Presentation of the Moringo Organics Opportunity

- A. In presenting the Moringo Organics opportunity to potential customers and members, a member is required to comply with the following provisions:

- I. A member shall not misquote or omit any significant material fact about the Compensation Plan.
- II. A member shall make it clear that the Compensation Plan is based upon sales of Moringo Organics products and services and upon the sponsoring of other members.
- III. A member shall make it clear that success can be achieved only through substantial independent efforts.
- IV. A Moringo Organics member shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Moringo Organics opportunity or Compensation Plan to prospective members or Customers.
- V. A member may not make any claims regarding products or services of any products offered by Moringo Organics, except those contained in official Moringo Organics literature.
- VI. A member may not use official Moringo Organics material to promote the Moringo Organics business opportunity in any country where Moringo Organics has not established a “presence.”
- VII. In an effort to conduct best business practices, Moringo Organics has developed the Income Disclosure Statement (“IDS”). The Moringo Organics IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Moringo Organics members earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective members.

A copy of the IDS must be presented to a prospective member anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) include: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges,

(4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one member earned over a million dollars last year” or “Our average ranking member makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher ranking members is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

3.14 Sales Requirements are governed by the Compensation Plan

- A. Moringo Organics members may purchase Moringo Organics products and then re-sell them at any price they choose. Moringo Organics will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Moringo Organics business.
- B. The Moringo Organics program is built on sales to the ultimate consumer. Moringo Organics encourages its Members to only purchase inventory 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. Members must never attempt to influence any other member to buy more products than they can reasonably use or sell to retail customers in a month.
- C. Each Moringo Organics Member commits to personally use, sell, or use in business building at least 70% of every order placed with the Company prior to placing another order, and must be able to certify to such if demanded by the Company or by any regulatory agency. ***Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited.*** Moringo Organics 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.

4.0 ORDERING

4.1 General Order Policies

- A. Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or

execution of an Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a member or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Member or Customers (“phantoms”); (d) purchasing Moringo Organics products or services on behalf of another Member or Customer, or under another Member’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of goods or services 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 user consumers.

A member shall not use another member’s or customer’s credit card or debit checking account to enroll in Moringo Organics or purchase products or services without the account holder’s *written permission*. Such documentation must be kept by the member indefinitely in case Moringo Organics needs to reference this.

- B. Regarding an order with an invalid or incorrect payment, Moringo Organics will attempt to contact the member by phone, mail or email in order to obtain another form of payment. If these attempts are unsuccessful after 10 business days, the order will be canceled.
- C. If a member wants to move an order to another member’s position, he or she must have prior authorization, of all parties involved. Moringo Organics will charge the member a \$20 fee for processing.
- D. Prices are subject to change without notice.
- E. A member or Customer who is a recipient of a damaged or incorrect order must notify Moringo Organics within 30 calendar days from receipt of the order and follow the procedures as set forth in these Policies.

4.2 Insufficient Funds

- A. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged to the account of the member or Customer for all returned checks and insufficient funds.
- B. Any outstanding balance owed to Moringo Organics by a member or customer of the member from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by Moringo Organics from a member's future bonus and commission checks.
- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the member, constitute grounds for disciplinary sanctions.
- D. If a credit card order or automatic debit is declined the first time, the customer or member will be contacted for an alternate form of payment. If payment is declined a second time, the customer or member may be deemed ineligible to purchase Moringo Organics products or services or participate in the monthly auto ship.

4.3 Sales Tax Obligation

- A. The member shall comply with all state and local taxes and regulations governing the sale of Moringo Organics products and services.
- B. Moringo Organics will collect and remit sales tax on member orders unless a member furnishes Moringo Organics with the appropriate Resale Tax Certificate form. When orders are placed with Moringo Organics, sales tax is prepaid based upon the suggested retail price. Moringo Organics will remit the sales tax to the appropriate state and local jurisdictions. The member may recover the sales tax when he or she makes a sale. Moringo Organics members are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. Moringo Organics encourages each member to consult with a tax advisor for additional information for his or her business.

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications

- A. A member must be active and in compliance with Moringo Organics Policies and Procedures to qualify for bonuses and commissions. So long as a member complies with the terms of the agreement, Moringo Organics shall pay commissions to such member in accordance with the Compensation Plan.
- B. Moringo Organics will not issue a check to a member without the receipt of a completed and signed Moringo Organics member Agreement or electronic authorization.
- C. Moringo Organics reserves the right to postpone commission payments until such time the cumulative amount exceeds \$25.

5.2 Computation of Commissions and Discrepancies

- A. In order to qualify to receive commissions and bonuses, a member must be in good standing and comply with the terms of the Agreement and these Policies and Procedures. Commissions, overrides, and achievement levels are calculated each month.
- B. A Moringo Organics member must review his or her monthly statement and bonus reports promptly and report any discrepancies within 30 days of receipt. After the 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.

5.3 Adjustments to Bonuses and Commissions for Returned Products or member Memberships.

- A. A member receives bonuses and commissions based on the actual sales of products and services to end consumers and to members through product purchases. When a product or service is returned to Moringo Organics for a refund from the end consumer or by a member, the bonuses and commissions

attributable to the returned product or service will be deducted from the member 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 commission is recovered.

- B. In the event that a member terminates his or her membership, and the amounts of the bonuses or commissions attributable to the returned products have not yet been fully recovered by Moringo Organics, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Moringo Organics to the terminated member.

6.0 SATISFACTION GUARANTEED AND RETURN OF SALES AIDS

Moringo Organics offers a one hundred percent (100%) twelve month money back guarantee for all customers and members. If a customer purchased a product and is not satisfied with it, the customer may request a refund from their member. If you are not 100% satisfied with our products, you may return the items for a refund if neither you nor we have terminated the Agreement and the products were purchased within twelve months and remain in resalable condition. The refund shall be 90% of the purchase price. Shipping and handling charges incurred will not be refunded.

Upon cancellation of the Agreement, the member may return all sales aids purchased within one (1) year from the date of cancellation for a refund if he or she is unable to sell or use the merchandise. A member may only return sales aids he or she personally purchased from the Company under his or her member Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the member will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the member any commissions, bonuses, rebates or other incentives received by the member which were associated with the merchandise that is returned.

6.1 Return Process

- A. All returns, whether by a Customer, or member, must be made as follows:
 - I. Obtain RMA (Return Merchandise Authorization) from Moringo Organics
 - II. Ship items to the address provided by Moringo Organics Customer service when you are given your RMA.
 - III. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
 - IV. Ship back product in manufactures box exactly as it was delivered.
- B. All returns must be shipped to Moringo Organics pre-paid, as Moringo Organics does not accept shipping collect packages. Moringo Organics recommends shipping returned product by UPS or FedEx with tracking, as risk of loss in shipping the returned product shall be borne solely by the Customer, or member. If returned product is not received at Moringo Organics Distribution Center, it is the responsibility of the Customer, or member to trace the shipment and no credit will be applied.
- C. The return of \$500 or more of products accompanied by a request for a refund within a calendar year, by a member, may constitute grounds for involuntary termination.

7.0 PRIVACY POLICY

7.1 Introduction

This Privacy Policy is to ensure that all Customers and members understand and adhere to the basic principles of confidentiality.

7.2 Expectation of Privacy

- A. Moringo Organics recognizes and respects the importance its Customers and Members place on the privacy of their financial and personal information. Moringo Organics will make reasonable efforts to safeguard the privacy of, and

maintain the confidentiality of its Customers', and members' financial and account information and nonpublic personal information.

- B. By entering into the member agreement, a member authorizes Moringo Organics to disclose his or her name and contact information to uplines members solely for activities related to the furtherance of the Moringo Organics business. A member 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 Moringo Organics business.

7.3 Employee Access to Information

Moringo Organics limits the number of employees who have access to Customer's and members' nonpublic personal information.

7.4 Restrictions on the Disclosure of Account Information

- A. Moringo Organics will not share non-public personal information or financial information about current or former Customers or members with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or members' interests or to enforce its rights or obligations under these Policies and Procedures, or member's Agreement or with written permission from the account holder on file.

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information

- A. By completing and signing the Moringo Organics member Agreement, the member acknowledges that Business Reports, lists of Customer and member names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Moringo Organics pertaining to the business of Moringo Organics (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Moringo Organics.

8.2 Obligation of Confidentiality

- A. During the term of the Moringo Organics member Agreement and for a period of 5 years after the termination or expiration of the member Agreement between the member and Moringo Organics, the member shall not:
 - I. Use the information in the Reports to compete with Moringo Organics or for any purpose other than promoting his or her Moringo Organics business;
 - II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

8.3 Breach and Remedies

- A. The member acknowledges that such 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 Moringo Organics and to independent Moringo Organics businesses. Moringo Organics and its members will be entitled to injunctive relief or to recover damages against any member who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees and expenses.

8.4 Return of Materials

- A. Upon demand by Moringo Organics, any current or former member will return the original and all copies of all "Reports" to Moringo Organics together with any Moringo Organics confidential information in such person's possession.

9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

9.1 Labeling, Packaging, and Displaying Products

- A. A Moringo Organics member may not re-label, re-package, refill, or alter labels of any Moringo Organics product, or service, information, materials or programs in any way. Moringo Organics products and services must only be sold in their original containers from Moringo Organics. Such re-labeling or re-packaging violates Federal and state laws, which may result in criminal or civil penalties or liability.
- B. A Moringo Organics member shall not cause any Moringo Organics product or service or any Moringo Organics trade name to be sold or displayed in retail establishments except the following:
 - 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 member and the store does not exceed \$1 million in annual gross revenue, and there are 5 or fewer stores under common ownership of management.
- C. Moringo Organics will permit members to solicit and make Commercial Sales upon *prior written approval* from Moringo Organics. For the purpose of these Policies and Procedures, the term "Commercial Sale" means the sale of:
 - I. Moringo Organics products that equal or exceed \$5,000 in a single order.
 - II. Products sold to a third party who intends to re-sell the products to an end consumer.
- D. A member may sell Moringo Organics products and services and display the Moringo Organics trade name at any appropriate display booth (such as trade shows) upon *prior written approval* from Moringo Organics.
- A. Moringo Organics 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 Moringo Organics opportunity.

9.2 Use of Company Names and Protected Materials

- A. A Moringo Organics member must safeguard and promote the good reputation of Moringo Organics and the products and services it markets. The marketing and promotion of Moringo Organics, the Moringo Organics opportunity, the Compensation Plan, and Moringo Organics 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 Moringo Organics must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Moringo Organics Compliance Department.
- C. The name of Moringo Organics, each of its product names and other names that have been adopted by Moringo Organics in connection with its business are proprietary trade names, trademarks and service marks of Moringo Organics. As such, these marks are of great value to Moringo Organics and are supplied to members for their use only in an expressly authorized manner.
- D. A Moringo Organics member's use of the name "Moringo Organics" is restricted to protect Moringo Organics proprietary rights, ensuring that the Moringo Organics protected names will not be lost or compromised by unauthorized use. Use of the Moringo Organics name on any item not produced by Moringo Organics is prohibited except as follows:
 - I. [member's name] Independent Moringo Organics member
 - II. [member's name] Independent member of Moringo Organics products and services.
- E. Further procedures relating to the use of the Moringo Organics name are as follows:
 - I. All stationery (i.e. letterhead, envelopes, and business cards) bearing the Moringo Organics name or logo intended for use by the member must be approved in writing by the Moringo Organics Compliance Department.

- II. Moringo Organics members may list “Independent Moringo Organics member or member” in the white pages of the telephone directory under his or her own name.
- III. Moringo Organics members may not use the name Moringo Organics or Moringo Organics 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 Moringo Organics member,”
- F. Certain photos and graphic images used by Moringo Organics in its advertising, packaging, and Web sites are the result of paid contracts with outside vendors that do not extend to members. If a member wants to use these photos or graphic images; they must negotiate individual contracts with the vendors for a fee.
- G. A Moringo Organics member shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Moringo Organics or its programs, products or services without prior written permission from the Moringo Organics Compliance Department.
- H. A member may not produce for sale or distribution any Company event or speech, nor may a member reproduce Moringo Organics audio or video clips for sale or for personal use without prior written permission from the Moringo Organics Compliance Department.
- I. Moringo Organics reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected member.
- J. A member shall not promote non-Moringo Organics products or services in conjunction with Moringo Organics products or services on the same Web sites or same advertisement without prior approval from Moringo Organics Compliance.

- K. A member shall never imply that any of the Moringo Organics products are designed to prevent, treat, cure or mitigate any diseases. Health claims related to various diseases will not be tolerated.

9.3 Faxes and E-mail - Limitations

- A. Except as provided in this section, a member may not use or transmit unsolicited faxes, e-mail, mass e-mail distribution, or “spamming” that advertises or promotes the operation of his or her Moringo Organics business. The exceptions are:
 - I. Faxes or e-mailing any person who has given prior permission or invitation.
 - II. Faxing or e-mailing any person with whom the member has established a prior business or personal relationship.
- B. In all states where prohibited by law, a member may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), 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 faxes 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 senders fax or e-mail address, and a valid sender physical address.
 - VII. The date and time of the transmission.
 - VIII. Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, a Moringo Organics member 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.
 - II. Sexually explicit materials.

9.4 Internet and Third-Party Web site Restrictions

- A. A member may not use or attempt to register any of Moringo Organic's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party Web sites, email addresses, Web pages, or blogs.
- B. A Moringo Organics member may not sell Moringo Organics products or offer the Business opportunity using "on-line auctions," such as eBay®.
- C. All members may have one (1) Approved third-party Web site. A third-party Web site is a Moringo Organics-approved personal website that is hosted on non-Moringo Organics servers and has no affiliation with Moringo Organics. Any member who wishes to develop their own third-party Web site must submit a properly completed third-party Web site Application and Agreement along with the proper web site registration fee and receive Moringo Organic's

prior written approval before going live with their third-party Web site. Third-party Web sites may be used to promote your business and Moringo Organic's products so long as the third-party Web site adheres to Moringo Organic's advertising policies. Moreover, no orders may be placed through third-party Websites and no enrollments may occur through a third-party Website. If you wish to use any third-party Website, you must do the following:

- a. Identify yourself as a member for Moringo Organics.
 - b. Use only the approved images and wording authorized by Moringo Organics.
 - c. Adhere to the branding, trademark, and image usage policies described in this document.
 - d. Adhere to any other provision regarding the use of a third-party Web site described in this document.
 - e. Agree to give the Compliance Department at Moringo Organics access to the third-party Web site and, if the website is password protected, the Compliance Department must receive passwords or credentials allowing unlimited access.
 - f. Agree to modify your web site to comply with current or future Moringo Organics policies.
- D. All marketing materials used on a member's third-party Web site must be provided by Moringo Organics or approved in writing by Moringo Organics.
- E. To avoid confusion, the following three elements must also be prominently displayed at the top of every page of your third-party Web site:
1. The Moringo Organics Member Logo
 2. Your Name and Title
 3. Moringo Organics Corporate Web site Redirect Button
- F. A member may not use third-party sites that contain materials copied from corporate sources (such as Moringo Organics brochures, CDs, videos, tapes, events, presentations, and corporate Web sites). This policy ensures brand consistency, allows customers and members to stay up-to-date with changing products and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.

- G. A Moringo Organics member who currently qualifies at the rank of **Diamond** may apply to the Compliance Department for an exception to the third-party Web site policy in 9.4(D). To qualify for an exception, the Web site must serve a unique market that the Moringo Organics corporate site does not currently serve or intend to serve.
- H. Moringo Organics products may be displayed with other products or services on a member's third-party Web site so long as the other products and services are consistent with Moringo Organics values and are not marketed or sold by a competing network-marketing company.
- I. If the independent Moringo Organics business of a member who has received authorization to create and post an third-party Website is voluntarily or involuntarily canceled for any reason, or if Moringo Organics revokes its authorization allowing the member to maintain a third-party Website, the member shall assign the URL to his/her third-party Website to the Moringo Organics within three days from the date of the cancellation and/or re-direct all traffic to the site as directed by the Moringo Organics. Moringo Organics reserves the right to revoke any member's right to use an third-party Website at any time if Moringo Organics believes that such revocation is in the best interest of Moringo Organics, its members, and customers. Decisions and corrective actions in this area are at Moringo Organic's sole discretion.
- J. Social Media sites may not be used to sell or offer to sell Moringo Organics products. PROFILES A MEMBER GENERATES IN ANY SOCIAL COMMUNITY WHERE MORINGO ORGANICS IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE MEMBER AS A MORINGO ORGANICS MEMBER, and when a member participates in those communities, members 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 Moringo Organic's sole discretion, and offending members will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Moringo Organics approved library. If a link is provided, it must link to the posting member's Replicated Website or an approved third-party Website.

- K. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending members will be subject to disciplinary action.
- L. Members may not use blog spam, spam dexing or any other mass-replicated methods to leave blog comments. Comments members create or leave must be useful, unique, relevant and specific to the blog's article.
- M. Members must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent member for Moringo Organics. Anonymous postings or use of an alias is prohibited.
- N. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Moringo Organics income opportunity, Moringo Organic's products and services, and/or your biographical information and credentials.
- O. Members are personally responsible for their postings and all other online activity that relates to Moringo Organics. Therefore, even if a member does not own or operate a blog or Social Media site, if a member posts to any such site that relates to Moringo Organics or which can be traced to Moringo Organics, the member is responsible for the posting. Members are also responsible for postings which occur on any blog or Social Media site that the member owns, operates, or controls.
- P. As a Moringo Organics member, it is important not converse with any person who places a negative post against you, other members, or Moringo Organics. Report negative posts to Moringo Organics at customerservice@moringoorganics.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 Moringo Organics, and therefore damages the reputation and goodwill of Moringo Organics.
- Q. The distinction between a Social Media site and a Website may not be clear-cut, because some Social Media sites are particularly robust, Moringo Organics therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party Websites and require that members using, or

who wish to use, such sites adhere to the Moringo Organic's policies relating to third-party Websites.

- R. If your Moringo Organics business is cancelled for any reason, you must discontinue using the Moringo Organics name, and all of Moringo Organic's 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 Moringo Organics member, you must conspicuously disclose that you are no longer an independent Moringo Organics member.
- S. Failure to comply with these policies for conducting business online may result in the member losing their right to advertise and market Moringo Organics products and Moringo Organics business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

9.5 Advertising and Promotional Materials

- A. You may not advertise any Moringo Organics products at a price LESS than the highest company published, established retail price of ONE offering of the Moringo Organics product plus shipping 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 Company.
- B. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- C. All advertising, including but not limited to print, internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Moringo Organics Compliance Department.
- D. All requests for approvals with respect to advertising must be directed in writing to the Moringo Organics Compliance Department.

- E. Moringo Organics approval is not required to place blind ads that do not mention Moringo Organics, its employees, any of its products, services designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
- F. A member who is currently paid at the **Diamond** rank may create his or her own ads or promotional materials including the development of commercials, infomercials and additional third-party Web sites. However, all such materials, and any subsequent changes thereto shall be submitted to the Moringo Organics Compliance Department for approval.
 - I. **Diamonds** are encouraged to work with the Compliance Department prior to the production of commercials, infomercials, or Web sites.
- G. Moringo Organics 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 market place without obligation to the affected member.

9.6 Testimonial Permission

- A. By signing the Moringo Organics Member Agreement, a member gives Moringo Organics 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 Moringo Organics Business Opportunity, a member waives any right to be compensated for the use of his or her testimonial or image and likeness even though Moringo Organics may be paid for items or sales materials containing such image and likeness. In some cases, a member's testimonial may appear in another member's advertising materials. If a member does not wish to participate in Moringo Organics sales and marketing materials, he or she should provide a written notice to the Moringo Organics 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.

9.7 Telemarketing - Limitations

- A. A Moringo Organics member must not engage in telemarketing in relation to the operation of the member's Moringo Organics business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Moringo Organics products or services, or to recruit them for the Moringo Organics opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") each have laws that restrict telemarketing practices. Both Federal agencies, as well as a number of states, have "do not call" regulations as part of their telemarketing laws.
- C. While a member 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 member to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).
- D. "Cold calls" or "state-to-state calls" made to prospective Customers, or members that promote either Moringo Organics products, services or the Moringo Organics opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations

A Moringo Organics member may place telephone calls to prospective Customers, or members under the following limited situations:

- I. If the member has an established business relationship with the prospect.
- II. In response to the prospect's personal inquiry or application regarding a product or service offered by the Moringo Organics member, within 3 months immediately before the date of such a call.
- III. If the member receives written and signed permission from the prospect authorizing the member to call. The authorization must specify the telephone number(s) that the member is authorized to call.

- IV. If the call is to family members, personal friends, and acquaintances. However, if a member makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption.
- V. Moringo Organics members engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.

- F. A member shall not use automatic telephone dialing systems in the operation of his or her Moringo Organics businesses.

- G. Failure to abide by Moringo Organics policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the member’s membership, up to and including termination of the membership.

- H. By signing the member agreement or by accepting commission checks, other payments or awards from Moringo Organics, a member gives permission to Moringo Organics and other members to contact them as permitted under the Federal Do Not Call regulations.

- I. In the event a member violates this section, Moringo Organics reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

10.1 International Marketing Policy

- A. A Moringo Organics member is authorized to sell Moringo Organics products, to customers, members only in the countries in which Moringo Organics is authorized to conduct business, according to the Policies and Procedures of each country. Moringo Organics members may not sell products or services in any country where Moringo Organics products and services have not received applicable government authorization or approval.

- B. A member may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or members, nor conduct any other activity for the purpose of selling Moringo

Organics products and services, establishing a sales organization, or promoting the Moringo Organics business opportunity.

11.0 CHANGES TO A MEMBER BUSINESS

11.1 Modification of the member agreement

- A. A Moringo Organics member may modify his or her existing member agreement (i.e., change a social security number to a Federal ID number, add a Spouse or partner to the account, or change the form of ownership from an individual to a business owned by the member) by submitting a written request, accompanied by a new member agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first agreement), and any appropriate supporting documentation.

11.2 Change Sponsor or Placement for Active members

- A. Maintaining the integrity of the organizational structure is mandatory for the success of Moringo Organics and our independent members. As such, under exceptional circumstances at the discretion of the company, a request to change placement may only be made within the first 30 days of initial enrollment as a member. Furthermore, such changes may only occur within the same organization.
- B. Sponsors may make “Placement changes” from one member to another for personally sponsored (frontline) members during the first 30 days of enrollment.
- C. New members or their original Sponsor may request a change of Sponsor or Placement within the first 30 days of enrollment for the purpose of structuring an organization. The new member agreement must be received within the calendar month for commission calculations to be effective with the requested change.
- D. To change or correct the Sponsor, a member must comply with following procedures:

- I. Submit a Sponsor Placement Transfer Form;
 - II. Submit a Moringo Organics member agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;
 - III. The member agreement must be a new, completed document bearing “fresh” signatures, not a “crossed-out” or “white-out” version of the first agreement.
- E. Upon approval, the member’s downline, if any, will transfer with the member.
- F. If one transfer has already been made a \$20 fee will be assessed for the second and for each transfer thereafter.
- G. After the first 30 days from initial enrollment, Moringo Organics will honor the Sponsor/Placement as shown:
- I. On the most recently signed member agreement on file or
 - II. Self-enrolled on the Web site (i.e., electronically signed Web agreement).
- H. Moringo Organics retains the right to approve or deny any requests to change Sponsor or Placement and to correct any errors related thereto at any time and in whatever manner it deems necessary.

11.3 Change Sponsor or Placement for Inactive members

- A. At the discretion of Moringo Organics, members who did not participate in an auto ship or have not ordered products or services for at least 12 months, and who have not tendered a letter of resignation, are eligible to re-enroll in Moringo Organics under the Sponsor/Placement of their choice.
- B. Upon written notice to Moringo Organics that a former member wishes to re-enroll, Moringo Organics will “compress” (close) the original account. A new Moringo Organics ID number will then be issued to the former member.

- C. Such member does not retain former rank, downline, or rights to commission checks from his or her former organizations.
- D. Moringo Organics reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

11.4 Change Organizations

- A. If a Moringo Organics member wishes to transfer organizations, he or she must submit a letter of resignation to the Moringo Organics Customer Service Department and remain inactive (place no orders, or be on an auto ship) from Moringo Organics for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.
- B. Moringo Organics retains the right to approve or deny any request to re-enroll after a member's resignation.
- C. If re-enrollment is approved, the former member will be issued a new Moringo Organics ID number and will be required to submit a new member agreement. The member will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization.
- D. Transfers may not be done outside of the original organization.

11.5 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new member from another member or influencing another member to transfer to a different sponsor.
- D. Allegations of unethical sponsoring must be reported in writing to the Moringo Organics Compliance Department within the first 90 days of enrollment. If the reports are substantiated, Moringo Organics may transfer the member or the member's downline to another sponsor, Placement or organization without approval from the current Upline Sponsor or Placement members. Moringo Organics remains the final authority in such cases.

- E. Moringo Organics prohibits the act of “Stacking.” Stacking is the unauthorized manipulation of the Moringo Organics compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline member in an unearned manner. One example of stacking occurs when a sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals found to be directly involved.
- F. Should Members engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Moringo Organics products, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a member alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, Moringo Organics will not pay any of Member’s defense costs or legal fees, nor will Moringo Organics indemnify the Member for any judgment, award, or settlement.

11.6 Sell, Assign or Delegate Ownership

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for Moringo Organics to place restrictions on the transfer, assignment, or sale of a membership.
- B. A Moringo Organics member may not sell or assign his or her rights or delegate his or her position as a member *without prior written approval* by Moringo Organics, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Moringo Organics.
- C. Should the sale be approved by Moringo Organics, the Buyer assumes the position of the Seller at the current qualified title, but at the current “paid as” rank, at the time of the sale and acquires the Seller’s Downline.

- D. To request corporate authorization for a sale or transfer of a Moringo Organics membership, the following items must be submitted to the Moringo Organics Compliance Department:
 - I. A Sale/Transfer of Membership form properly completed, with the requisite signatures.
 - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
 - III. A Moringo Organics member Agreement completed and signed by the Buyer.
 - IV. Payment of the \$100 administration fee.
 - V. Any additional supporting documentation requested by Moringo Organics.
- E. Any debt obligations that either Seller or Buyer may have with Moringo Organics must be satisfied prior to the approval of the sale or transfer by Moringo Organics.
- F. A Moringo Organics member who sells his or her membership is not eligible to re-enroll as a Moringo Organics member in any organization for 6 full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.7 Separating a Moringo Organics Business

- A. Pending a divorce or dissolution of a partnership or other 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 Moringo Organics business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize Moringo Organics to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee.
 - II. The parties may continue to operate the Moringo Organics business jointly on a “business as usual” basis, whereupon all compensation paid by Moringo Organics will be paid in the name designated by the members or in the name of the entity to be divided, as the parties may

independently agree between them. If no name is stipulated, Moringo Organics will pay compensation to the name on record and in such event, the member named on the account shall indemnify Moringo Organics from any claims from the other business owner or the other Spouse with respect to such payment.

- B. Moringo Organics recognizes only one Downline organization and will issue only one commission check per Moringo Organics business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Moringo Organics split commission and bonus checks.
- C. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Moringo Organics business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any member or active Customer in the former organization, and must develop a new business in the same manner as any other new Moringo Organics member. A member 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 13.5.

11.8 Succession

- A. Upon the death or incapacity of a member, the member’s business may be passed on to his or her legal successors in interest (successor). Whenever a Moringo Organics business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased member’s sales organization. The successor must:
 - I. Complete and sign a new Moringo Organics member agreement;
 - II. Comply with the terms and provisions of the member agreement; and
 - III. Meet all of the qualifications for the last rank achieved by the former member.
- B. Bonus and commission checks of a Moringo Organics business transferred based on this section will be paid in a single check to the successor. The

successor must provide Moringo Organics with an “address of record” to which all bonus and commission checks will be sent. Checks will be based on the current performance of the membership, not the highest rank or volume achieved.

- C. If the business is bequeathed to joint devisees (successor), they must form a business entity and acquire a Federal taxpayer identification number. Moringo Organics will issue all bonus and commission checks and one 1099 Miscellaneous Income Tax form to the business entity only.
- D. Appropriate legal documentation must be submitted to Moringo Organics Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Moringo Organics business, the successor must provide the following to Moringo Organics 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 Moringo Organics business.
- E. To complete a transfer of the Moringo Organics business because of incapacity, the successor must provide the following to the Moringo Organics 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 Moringo Organics business; and
 - III. A completed member agreement executed by the trustee.
- F. If the successor is already an existing member, Moringo Organics will allow such member to keep his or her own membership plus the inherited membership active for up to 6 months. By the end of the 6 month period, the member must have compressed (if appropriate), sold or otherwise transferred either the existing membership or the inherited membership.
- G. If the successor wishes to terminate the Moringo Organics membership, he or she must submit a notarized statement stating the desire to terminate the

membership, along with a certified copy of the death certificate, appointment as trustee, or other appropriate legal documentation.

- H. Upon written request, Moringo Organics may grant a 1 month bereavement waiver and pay out at the last “paid as” rank.

11.9 Resignation/Voluntary Termination

- A. A member may immediately terminate his or her membership by submitting a written notice or email to the Moringo Organics Compliance Department compliance [at]www.moringoorganics.com. The written notice must include the following:
 - I. The member’s intent to resign;
 - II. Date of resignation;
 - III. Moringo Organics Identification Number;
 - IV. Reason for resigning; and
 - V. Signature.
- B. A Moringo Organics member may not use resignation as a way to immediately change Sponsor and Placement. Instead, the member who has voluntarily resigned is not eligible to reapply for a membership or have any financial interest in a Moringo Organics business for 6 months from the receipt of the written notice of resignation.

11.10 Involuntary Termination

- A. Moringo Organics reserves the right to terminate a member’s membership for, but not limited to, the following reasons;
 - I. Violation of any terms or conditions of the member agreement;
 - II. Violation of any provision in these Policies and Procedures;
 - III. Violation of any provision in the Compensation Plan;
 - IV. Violation of any applicable law, ordinance, or regulation regarding the Moringo Organics business;
 - V. Engaging in unethical business practices or violating standards of fair dealing; or

- VI. Returning over \$500 worth of products and sales tools for a refund within a 12 month period.
- B. Moringo Organics will notify the member in writing *by certified mail, return receipt requested or overnight documented mail*, at his or her last known address of its intent to terminate the member's membership and the reasons for termination. The member will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Moringo Organics will then have 30 calendar days from the date of receipt of the member's response to render a final decision as to termination.
- C. If a decision is made by Moringo Organics to terminate the member's membership, Moringo Organics will inform the member in writing that the membership is terminated effective as of the date of the written notification. The member will then have 15 calendar days from the date of mailing of such notice to appeal the termination in writing. Moringo Organics must receive the member's written appeal within 20 calendar days of the date of the Moringo Organics termination letter. If the written appeal is not received within this time period, the termination will be considered final.
- D. If the member does file a timely appeal of termination, Moringo Organics will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the member of its decision. The decision of Moringo Organics is then considered final and not subject to further review.
- E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Moringo Organics. The former member shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Moringo Organics products or services. Moringo Organics will notify the active Upline Sponsor within 10 days after termination. The organization of the terminated member will "roll up" to the active Upline Sponsor on record.
- F. The Moringo Organics member who is involuntarily terminated by Moringo Organics may not re-apply for a membership, either under his or her present

name or any other name or entity, without the *express written consent of an officer of Moringo Organics*, following a review by the *Moringo Organics Compliance Committee*. In any event, such member may not re-apply for a membership for 12 months from the date of termination.

11.11 Effect of Cancellation

- A. Following a member's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such member:
 - I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the member's former organization or any other payments in association with the member's former independent membership.
 - II. Effectively waives any and all claims to property rights or any interest in or to the member's former Downline organization.
 - III. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Moringo Organics.

12.0 DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action - Purpose

- A. It is the spirit of Moringo Organics that integrity and fairness should pervade among its members, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Moringo Organics reserves the right to impose disciplinary sanctions at any time, when it has determined that a member has violated the agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by Moringo Organics.

12.2 Consequences and Remedies of Breach

- A. Disciplinary actions may include one or more of the following:

- I. Monitoring a member's conduct over a specified period of time to assure compliance;
- II. Issuance of a written warning or requiring the member to take immediate corrective action;
- III. Imposition of a fine (which may be imposed immediately or withheld from future commission checks) or the withholding of commission checks (a Commission Hold) until the matter causing the Commission Hold is resolved or until Moringo Organics receives adequate additional assurances from the member to ensure future compliance;
- IV. Suspension from participation in Company or member events, rewards, or recognition;
- V. Suspension of the Moringo Organics member agreement and membership for one or more pay periods;
- VI. Involuntary termination of the member's agreement and membership;
- VII. Any other measure which Moringo Organics deems feasible and appropriate to justly resolve injuries caused by the member's policy violation or contractual breach; OR
- VIII. Legal proceedings for monetary or equitable relief.

13.0 DISPUTE RESOLUTION

13.1 Grievances

- A. If a Moringo Organics member has a grievance or complaint against another member regarding any practice or conduct relating to their respective Moringo Organics 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 Moringo Organics Compliance Department as outlined below in this Section.
- B. The Moringo Organics Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the members involved.
- C. Moringo Organics will confine its involvement to disputes regarding Moringo Organics business matters only. Moringo Organics will not decide issues that

involve personality conflicts or unprofessional conduct by or between members outside the context of a Moringo Organics business. These issues go beyond the scope of Moringo Organics and may not be used to justify a Sponsor or Placement change or a transfer to another Moringo Organics organization.

- D. Moringo Organics does not consider, enforce, or mediate third party agreements between members, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
 - I. The Moringo Organics member should submit a written letter of complaint (e-mail will not be accepted) directly to the Moringo Organics Compliance Department. 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, Moringo Organics will conduct an investigation according to the following procedures:
 - a. The Compliance Department will send an acknowledgment of receipt to the complaining member;
 - b. The Compliance Department will provide a verbal or written notice of the allegation to the member under investigation. If a written notice is sent to the member, 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 Moringo Organics
 - c. The 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. Member calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.

- E. Moringo Organics will make a final decision and timely notify the Moringo Organics members involved.

13.2 Arbitration

- A. **Any controversy or claim arising out of or relating to the Moringo Organics member agreement, these Policies and Procedures, or the breach thereof, the member’s business or any dispute between Moringo Organics and the member, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** Any such arbitration shall be held in Franklin, Tennessee. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.
- B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney’s fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.
- C. This agreement to arbitration shall survive any termination or expiration of the member agreement.

- D. Nothing in these Policies and Procedures shall prevent Moringo Organics from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Moringo Organics interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- E. **NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**
- F. These Policies and Procedures and any arbitration involving a member and Moringo Organics shall be governed by and construed in accordance with the laws of the state of Tennessee, without reference to its principles of conflict of laws.

13.3 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.

13.4 Waiver

- A. Only an officer of Moringo Organics can, in writing, affect a waiver of the Moringo Organics Policies and Procedures. Moringo Organic's waiver of any particular breach by a member shall not affect Moringo Organics's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other member.
- B. The existence of any claim or cause of action of a member against Moringo Organics shall not constitute a defense to Organics' enforcement of any term or provision of these Policies and Procedures.

13.5 Successors and Claims

The agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.0 GOVERNING LAW

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Tennessee and the exclusive jurisdiction of the United States courts.

15.0 Moringo Organics GLOSSARY OF TERMS

ACTIVE MEMBER: A member who satisfies the minimum volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each Member; includes the Member Agreement, the Moringo Organics Policies and Procedures, and the Moringo Organics Compensation Plan, all in their current form and as amended by Moringo Organics in its sole discretion. These documents are collectively referred to as the "Agreement."

CANCEL: The termination of a member's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

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

CUSTOMER: A Customer who purchases Moringo Organics products and does not engage in building a business or retailing product.

MEMBER: An individual who purchases product, generates retail sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by Moringo Organics that provides critical data relating to the identities of Members, sales information, and enrollment activity of each Member's organization. This report contains confidential and trade secret information which is proprietary to Moringo Organics.

ORGANIZATION: The Customers and Members placed below a particular Member.

OFFICIAL MORINGO ORGANICS MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Moringo Organics to Members.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of Moringo Organic's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Moringo Organics Member or Customer to enrol or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE: Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labelling has not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Moringo Organics labelling. 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 member who enrolls a Customer, Retailer, or another Member into the Company, and is listed as the Sponsor on the Member Agreement. The act of enrolling others and training them to become Members is called "sponsoring."

UPLINE: This term refers to the Member or Members above a particular Member in a sponsorship line up to the Company. It is the line of sponsors that links any particular Member to the Company.

