

## POLICIES AND PROCEDURES

As a New Spirit Naturals, Inc. (NSN) Distributor, I agree:

1. I am of legal age in the state in which I enter into this Agreement.
2. I agree to comply with this Agreement and the company Policies and Procedures which are incorporated into and made part of this Agreement together with all changes here to.
3. I understand that I am an independent contractor and not an employee, agent, partner or joint venture of NSN and that I am not authorized to act on behalf or to bind NSN (or any of its officers, directors, employees or agents). As a Distributor, I will be treated as self-employed and not an employee of NSN for federal state or local tax purposes. I will file all returns and reports required by state and federal taxing authorities and pay all federal, state and local taxes arising from my activities as a Distributor.
4. I agree to make no false or misleading statements and understand that if I do so, my distributorship may be terminated by NSN.
5. I agree, in carrying out the duties and responsibilities set forth in this Agreement, that I will use only materials provided me by NSN, unless I receive written company approval otherwise. I also agree that all expenses incurred arising out of the performance of this Agreement will be my sole responsibility.
6. I understand that without prior approval in writing from NSN, I may not create Audio or Video recordings, develop materials, or place advertisements of any kind for use in soliciting or attracting customers and/or distributors.
7. I agree that, without this Agreement, NSN would not provide me such confidential information as herein described, and therefore, I agree not to sell, release or disclose the identities of any NSN Independent Distributor or Customer or to any person, company, partnership, corporation or other entity at any time. Furthermore, I understand that certain information supplied to me by NSN is proprietary and confidential to NSN and agree not to disclose NSN supplied data, reports, lists and other information to any third party directly or indirectly, nor use the information to compete with NSN unless authorized in writing by NSN to do so.
8. I agree to recruit, train, manage and lead Independent Distributors in my downline, in accordance with the guidelines established by NSN.
9. I may terminate this Agreement for any reason, at any time by giving NSN not less than (30) days written notice at this address listed on this Agreement. NSN may withdraw my status or terminate this Agreement pursuant to its Policies and Procedures or in the event that I breach any part of this Agreement with NSN.
10. This Agreement is nontransferable and may not be sold or assigned without prior written consent from NSN. Upon the death or incapacity of the Distributor, this agreement shall accrue to the benefit of Distributor's successor in interest.
11. This Agreement shall be interpreted under the laws of the state of California. In the event of dispute between Distributor and NSN, such dispute shall be exclusively resolved by binding arbitration under the Commercial Rules of the American Arbitration Association with arbitration to occur in San Dimas, California. Judgment upon award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
12. IN NO EVENT SHALL NSN OR ANY NSN DISTRIBUTOR BE LIABLE TO ME (OR ANYONE CLAIMING FOR OR THROUGH ME) FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES. IN NO EVENT SHALL NEW SPIRIT'S AGGREGATE LIABILITY EXCEED \$1,500.00. SHOULD I PURSUE LEGAL RECOURSE WITHOUT NOTIFICATION AS SPECIFIED IN THE NSN POLICIES AND PROCEDURES AND WITHOUT PROVIDING NSN AN OPPORTUNITY TO PARTICIPATE IN ARBITRATION, I AGREE TO ASSUME ALL LEGAL COSTS INCURRED BY MYSELF AND NSN IN DEFENDING SUCH ACTION.
13. I understand that no product purchase is required to become an NSN Distributor and will not state a claim to the contrary to any prospective distributor.
14. All NSN products purchased by me are subject to the warranties and disclaimers applicable to the products at the time of purchase.
15. This Agreement is not binding until received and accepted by NSN at its marketing offices at San Dimas, California.
16. New Spirit Naturals reserves the right amend the Distributor Policies and Procedures at anytime.

I understand my New Spirit Distributorship entitles me:

1. To purchase products at wholesale direct from NSN.
2. To receive compensation as outlined in New Spirit's current marketing plan. I understand that this compensation may change from time to time. I further understand that NSN guarantees compensation only when purchases are made directly from NSN.

### Exchange & Refund Policy

I agree to weigh any decision to purchase products for resale carefully based on my experience and commitment to conducting my New Spirit Naturals business. Because products are personal care items, I understand that they must be exchanged within 30 days in resalable condition and in their original packaging. All exchanges will be assessed a 20% restocking charge. (Complete details of New Spirit Naturals exchange policies are outlined in the New Spirit Naturals Policies & Procedures). I also understand that NSN will offer a product credit for any returns.

### New Spirit Bonuses

I understand that I must comply with New Spirit's current policies and procedures in order to qualify for monthly bonuses. I also understand that I agree to report all discrepancies on my bonus report in writing to the Corporate Office within 14 days of the monthly check issue date. If an adjustments is requested after 14 days, New Spirit may assess an accounting fee. I understand that New Spirit will not adjust Bonus Reports after 90 days.

**NEW SPIRIT NATURALS, INC.**

**615 W. ALLEN AVENUE**

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