

SECTION 1: CORPORATE MISSION STATEMENT

Our Mission

"To provide the beneficial effects of nature to millions of homes by means of a progressive and committed organization filled with opportunities for professional development and personal growth."



SECTION 2: INTRODUCTION

2.1 - Policies and Career Plan Incorporated into Consultant Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of SwissJust Corp. (hereafter "SwissJust" or the "Company"), are incorporated into, and form an integral part of, the SwissJust Consultant Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the SwissJust Consultant Application and Agreement, these Policies and Procedures, and the SwissJust Career Plan. These documents are incorporated by reference into the SwissJust Consultant Agreement (all in their current form and as amended by SwissJust). It is the responsibility of each Consultant to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When sponsoring or enrolling a new Consultant, it is the responsibility of the sponsoring Consultant to provide the most current version of these Policies and Procedures and the SwissJust Career Plan to the applicant prior to his or her execution of the Consultant Agreement.

The Consultant Agreement constitutes the entire contract between SwissJust and the Consultant. Any promises, representations, offers, or other communications not expressly set forth in the Consultant Agreement are of no force and effect.

2.2 - Purpose of Policies

SwissJust is a party plan direct sales company that is the exclusive distributor and licensee of "Just™" products in the Americas, and markets and distributes such natural products for emotional, physical and dermo-cosmetic well-being through Independent Consultants. It is important to understand that your success and the success of your fellow Consultants is dependent upon the integrity of the individuals who market our products and services. To clearly define the relationship that exists between Consultants and SwissJust, and to explicitly set a standard for acceptable business conduct, SwissJust has established the Agreement.

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

2.3 - Changes to the Agreement

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

2.4 - Delays

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

2.5 - Policies and Provisions Severable

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

2.6 - Waiver

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

The existence of any claim or cause of action of a Consultant against SwissJust shall not constitute a defense to SwissJust's enforcement of any term or provision of the Agreement.



SECTION 3: BECOMING A CONSULTANT

3.1 - Requirements to Become a Consultant

To become a SwissJust Consultant, each applicant must:

- a. Be of the age of majority in his or her state of residence;
- b. Reside in the United States;
- c. Have a valid Social Security Number or Individual Tax ID Number;
- d. Purchase a SwissJust Consultant Kit (not applicable in North Dakota); and
- e. Submit a properly completed Consultant Application and Agreement to SwissJust.

The Company reserves the right to reject any application for a new Consultant or the renewal of a Consultant's Consultant Agreement.

3.2 - New Consultant Enrollment

An applicant may enroll as a SwissJust Consultant at the Company's website or at the personal SwissJust website of his or her Sponsor (if applicable). SwissJust will also accept faxed Consultant Applications and Agreements on a temporary basis. The Company will notify Consultants when it no longer accepts faxed Consultant Applications and Agreements. If an applicant enrolls by fax, he or she must fax both the front and back of the Application and Agreement to SwissJust at the fax number listed on the Application and Agreement. For fax enrollments, payment for the Consultant Kit may be made by credit card.

3.3 - Consultant Benefits

Once a Consultant Application and Agreement has been accepted by SwissJust, the benefits of the Career Plan and the Consultant Agreement are available to the new Consultant. These benefits include the right to:

- a. Purchase Just™ products at the Consultant price;
- b. Retail Just™ products at Wellness Gatherings and through the Consultant's website (if applicable) and profit from these sales;
- c. Participate in the SwissJust Career Plan (receive Bonuses and Base Discounts, if eligible);
- d. Sponsor other individuals as Consultants into the SwissJust business and thereby, build a marketing organization and progress through the SwissJust Career Plan;
- e. Receive periodic SwissJust literature and other SwissJust communications;
- f. Participate in SwissJust-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- g. Participate in promotional and incentive contests and programs sponsored by SwissJust for its Consultants.

3.4 - Term and Renewal of the Consultant Agreement

The term of the Consultant Agreement is one year from the date of its acceptance by SwissJust. Thereafter, the Agreement shall automatically renew for successive one year terms unless either party notifies the other that it does not wish to renew the Agreement at least 30 days prior to the anniversary date. By electing to renew the Agreement, a Consultant affirms that he or she has read, understands, and continues to agree to abide by the terms of the Agreement. There is no renewal fee required.

SECTION 4: OPERATING A SWISSJUST BUSINESS

4.1 - Adherence to the SwissJust Career Plan

Consultants must adhere to the terms of the SwissJust Career Plan as set forth in official SwissJust literature. Consultants shall not offer the SwissJust opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official SwissJust literature. Consultants shall not require or encourage other current or prospective Consultants to participate in SwissJust in any manner that varies from the program as set forth in official SwissJust literature. Consultants shall not require or encourage other current or prospective Consultants to execute any agreement or contract other than official SwissJust agreements and contracts in order to become a SwissJust Consultant. Similarly, Consultants shall not require or encourage other current or prospective Consultants to make any purchase from, or payment to, any individual or other entity to participate in the SwissJust Career Plan other than those purchases or payments identified as recommended or required in official SwissJust literature.

4.2 - Advertising

4.2.1 - General

All Consultants shall safeguard and promote the good reputation of SwissJust and SwissJust and Just™ products. The marketing and promotion of SwissJust, the SwissJust opportunity, the Career Plan, SwissJust products and Just™ products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and the tremendous opportunity SwissJust offers, Consultants must use the sales aids and support materials produced by SwissJust. The rationale behind this requirement is simple. SwissJust and Just™ have each carefully designed their respective products, product labels, Career Plan, and promotional materials to ensure that each aspect of SwissJust is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws. If SwissJust Consultants were allowed to develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting a SwissJust business is almost certain. These violations, although they may be relatively few in number, would jeopardize the SwissJust opportunity for all Consultants. Accordingly, Consultants must not produce their own literature, advertisements, sales aids and promotional materials, or Internet web pages.

4.2.2 - Consultant Websites

If a Consultant desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company's replicated website program only when this program is available. This program permits Consultants to advertise on the Internet and to choose from among a variety of home page designs that can be personalized with the consultant's message and the Consultant's contact information. These websites seamlessly link directly to the official SwissJust website giving the Consultant a professional and Company-approved presence on the Internet. No Consultant may independently design a website that uses the names, logos, or product descriptions of SwissJust or Just™ or otherwise promotes (directly or indirectly) SwissJust products, Just™ products, or the SwissJust opportunity. Nor may a Consultant use "blind" ads on the Internet that make product or income claims which are ultimately associated with SwissJust products, Just™ products, the SwissJust opportunity, or the SwissJust Career Plan. The use of any other Internet website or web page (including without limitation auction sites such as eBay) to in any way promote the sale of SwissJust products, Just™ products, the SwissJust opportunity, or the Career Plan is a breach of the Agreement and may result in any of the disciplinary sanctions set forth in Section 9.1.

4.2.3 - Domain Names and Email Addresses

Consultants may not use or attempt to register any of SwissJust's or Just's trade names, trademarks, service names, service marks, product names, either Company's name, or any derivative thereof, for any Internet domain name. Nor may Consultants incorporate or attempt to incorporate any of the Swiss Just's or Just's trade names, trademarks, service names, service marks, product names, either Company's name, or any derivative thereof, into any electronic mail address.

4.2.4 - Trademarks and Copyrights

SwissJust is the exclusive licensee and distributor of Just™ products in North America and South America. Consultants may not use any of Swiss Just's or Just's trade names, trademarks, designs, or symbols without SwissJust's prior written permission. Consultants may not produce for sale or distribution any recorded Company events and speeches without written permission from SwissJust. Nor may Consultants reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

The names "SwissJust", "Just", and other names as may be adopted by SwissJust are proprietary trade names, trademarks and service marks of SwissJust and Just™. As such, these marks are of great value to SwissJust Just™ and are supplied to Consultants for their use only in an expressly authorized manner. Use of SwissJust name or Just™ name on any item not produced by the Company is prohibited except as follows:

- Consultant's Name
- Independent SwissJust Consultant

All Consultants may list themselves as an Independent SwissJust Consultant" in the white or yellow pages of the telephone directory under their own name. No Consultant may place telephone directory display ads using SwissJust's or Just's respective names or logos.

Consultants may not answer the telephone by saying "SwissJust", "SwissJust Incorporated", "Just", "Just, Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of SwissJust or Just™. A consultant may record a message on his or her telephone answering machine

or voice mail as follows: (after a greeting) "You have reached the Jones residence and Mary Jones, independent SwissJust Consultant."

4.2.5 - Business Cards and Stationary

SwissJust Consultants may purchase business cards, letterhead stationary and other personalized sales aids and supplies from a SwissJust authorized supplier. This supplier has approved artwork and information to accurately and consistently reproduce the SwissJust trademarks and logos for the purpose of such promotional items.

4.2.6 - Credit Card and Bank/Checking Accounts

Consultants may not use the SwissJust or Just™ trademarks or trade names on bank accounts, credit applications or any other business forms. Consultants choosing to identify a bank account for their business can simply state "Business Account" on the checks.

4.2.7 - Media and Media Inquiries

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

4.2.8 - Spamming and Unsolicited Faxes

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

4.3 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes: (a) the enrollment of individuals without the knowledge of and/or execution of an Independent Consultant Application and Agreement by such individuals; (b) the fraudulent enrollment of an individual as a Consultant or Preferred or Direct Customer; (c) the enrollment or attempted enrollment of non-existent individuals as Consultants ("phantoms"); (d) the use of a credit card by or on behalf of a Consultant when the Consultant is not the account holder of such credit card; (e) Purchasing SwissJust merchandise or services on behalf of another Consultant or under another Consultant's I.D. number, to qualify for Base Discounts or Bonuses.

4.4 - Business Entities

Corporations, partnerships, limited liability companies, trusts and other business entities may not apply to become SwissJust Consultants. The Company accepts Consultant Applications only from individuals applying in their own names who provide valid Social Security or Individual Tax Identification Numbers.

4.5 - Changes to a SwissJust Business

4.5.1 - General

Each Consultant must immediately notify SwissJust of all changes to the information contained on his or her Consultant Application and Agreement including, without limitation, changes of address, telephone numbers, email address, and name changes (e.g., as a result of marriage or divorce).

4.5.2 - Change of Sponsor Not Permitted

To protect the integrity of all marketing organizations and safeguard the hard work of all Consultants, SwissJust prohibits changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Consultant and marketing organization. Accordingly, the transfer of a SwissJust business from one Sponsor to another is not permitted.

4.5.3 - Cancellation and Re-application

A Consultant may legitimately change organizations by voluntarily canceling his or her Consultant Agreement and not participating in SwissJust in any way as a Consultant (i.e., no purchases of SwissJust or Just™ products for resale, no sales of SwissJust or Just™ products, no sponsoring, no attendance at any SwissJust functions, participation in any other form of Consultant activity, or operation of any other SwissJust business) and waiting six (6) full calendar months before re-applying. After six full months have

elapsed, the former Consultant may reapply under a new sponsor. SwissJust will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to SwissJust in writing.

4.6 - Unauthorized Claims and Actions

4.6.1 - Indemnification

A Consultant is fully responsible for all of his or her verbal and written statements made regarding Just™ products, SwissJust products, SwissJust services, and the Career Plan which are not expressly contained in official SwissJust materials. Consultants agree to indemnify SwissJust and SwissJust's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by SwissJust as a result of the Consultant's unauthorized representations or actions. This provision shall survive the termination of the Consultant Agreement.

4.6.2 - Product Claims

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by SwissJust or Just™ may be made except those contained in official SwissJust literature. In particular, no Consultant may make any claim that SwissJust or Just™ products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only are such claims violative of SwissJust policies, but they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

4.6.3 - Income Claims

In their enthusiasm to enroll prospective Consultants, some Consultants are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of party plan direct selling. This is counterproductive because new Consultants may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At SwissJust, we firmly believe that the SwissJust income potential is great enough to be highly attractive, without reporting the earnings of others.

Moreover, the Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in direct selling. While Consultants may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact SwissJust as well as the Consultant making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because SwissJust Consultants do not have the data necessary to comply with the legal requirements for making income claims, a Consultant, when presenting or discussing the SwissJust opportunity or Career Plan to a prospective Consultant, may not make income projections, income claims, or disclose his or her SwissJust income (including the showing of checks, copies of checks, bank statements, or tax records). Hypothetical income examples that are used to explain the operation of the Career Plan, and which are based solely on mathematical projections, may be made to prospective Consultants, so long as the Consultant who uses such hypothetical examples makes clear to the prospective Consultant(s) that such earnings are hypothetical and provides each prospective Consultant with a copy of the most current income disclosure chart prepared by the Company. Until such time as SwissJust publishes an official income disclosure statement, Consultants may not use hypothetical income examples in the promotion of their SwissJust businesses.

4.7 - Commercial Outlets and Sales

4.7.1 - Commercial Outlets

SwissJust strongly encourages the retailing and selling of Just™ products through person to person contact via Wellness Gatherings and through the Consultants' replicated websites (when available). In an effort to reinforce this method of marketing and to help provide a standard of fairness for all Consultants, Consultants may not display or sell SwissJust or Just™ products or literature in any retail or service establishment.

4.7.2 - Commercial Sales

Consultants agree that they shall not solicit and make commercial sales of Just™ products. For the purposes of these Policies and Procedures, the term "commercial sale" means the purchase, by a Consultant, of Just™ products which the Consultant intends to sell to a third party, who in turn intends to resell the products to end consumers.

4.7.3 - Trade Shows, Expositions and Other Sales Forums

Consultants may display and/or sell SwissJust or Just™ products at trade shows and professional expositions. Before registering with the event promoter, Consultants must contact the Consultant Services Department in writing for conditional approval, as SwissJust's policy is to authorize only one SwissJust business per event. Final approval will be granted to the first Consultant who submits an official advertisement of the event and a copy of the contract signed by both the Consultant and the event official. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Consultant Services Department. The Company makes available approved banners and signs with the Company name and registered logos and marks for use at such events.

SwissJust reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of Just™ or SwissJust products, SwissJust services, or the SwissJust opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image SwissJust wishes to portray.

4.8 - Conflicts of Interest

4.8.1 - Nonsolicitation

SwissJust Consultants may participate in other direct selling ventures or marketing opportunities (including party plan, network marketing and multilevel marketing), and Consultants may engage in selling activities related to non-SwissJust or Just™ products and services if they desire to do so. However, if a Consultant elects to participate in another direct selling opportunity, in order to avoid conflicts of interest and loyalties, Consultants are prohibited from Unauthorized Recruiting, which includes the following:

- a. During the term of this agreement, any actual or attempted recruitment or enrollment of SwissJust customers or Consultants for other direct selling business ventures, either directly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of other direct selling ventures to any SwissJust customer or Consultant, or implicitly or explicitly encouraging any SwissJust customer or Consultant to join other business ventures. Because there is an extreme likelihood that conflicts will arise if a Consultant participates in two or more direct selling programs, it is the Consultant's responsibility to first determine whether a prospect is a SwissJust customer or Consultant before recruiting or enrolling the prospect for another direct selling venture.
- b. For a period of six months following the cancellation of a Consultant's Agreement, the former Consultant may not recruit any SwissJust Consultant or customer for another direct selling program.
- c. Producing or offering any literature, tapes or promotional material of any nature for another direct selling business which is used by the Consultant or any third person to recruit SwissJust customers or

Consultants for that business venture;

- d. Selling, offering to sell, or promoting any competing non-SwissJust or non- Just™ products or services to SwissJust customers or Consultants. Any product or services in the same generic category as a SwissJust or Just™ product or service is deemed to be competing; e.g., Any cosmetic or other personal care product is in the same generic category as a Just™ product, and is therefore a competing product, regardless of differences in cost, quality, or ingredients.
- e. Offering SwissJust or Just™ products or services, or promoting the SwissJust Career Plan, in conjunction with any non-SwissJust or non- Just™ products, services, business plan, opportunity, or incentive; or
- f. Offering any non-SwissJust or non- Just™ products, services, business plan, opportunity, or incentive at any SwissJust meeting, seminar, launch, convention, or other SwissJust function, or immediately following such event.

4.8.2 - Consultant Activity Reports

Consultant Activity Reports are available for Consultant access and viewing at SwissJust's official websites. Access to online Consultant Activity Reports is password protected. All Consultant Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to SwissJust. Consultant Activity Reports are provided to Consultants in strictest confidence and are made available to Consultants for the sole purpose of assisting Consultants in working with their respective Downline Organizations in the development of their SwissJust businesses. Consultants should use their Consultant Activity Reports to assist, motivate, and train their downline Consultants. The Consultant and SwissJust agree that, but for this agreement of confidentiality and nondisclosure, SwissJust would not provide Consultant Activity Reports to the Consultant. A Consultant shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- a. Directly or indirectly disclose any information contained in any Consultant Activity Report to any individual, partnership, association, corporation, or other entity;
- b. Directly or indirectly disclose, to any individual, partnership, association, corporation, or other entity, the password or other access code to his or her Consultant Activity Report;
- c. Use the information contained in any Consultant Activity Report to compete with SwissJust or for any purpose other than promoting or supporting his or her SwissJust business; or
- d. Recruit or solicit any SwissJust Consultant listed on any Consultant Activity Report for another direct selling venture or marketing opportunity, or in any manner attempt to influence or induce any such Consultant to alter his or her business relationship with SwissJust.

Upon demand by the Company, any current or former Consultant will return any hard-copy original and all copies of Consultant Activity Reports to the Company.

4.9 - Targeting Other Direct Sellers

SwissJust does not condone Consultants specifically or consciously targeting the sales force of another direct sales company to sell SwissJust or Just™ products or to become Consultants for SwissJust, nor does SwissJust condone Consultants solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Consultants engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Consultant alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, SwissJust will not pay any of Consultant's defense costs or legal fees, nor will SwissJust indemnify the Consultant for any judgment, award, or settlement.

4.10 - Cross-Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. "Cross Sponsoring" is defined as the enrollment of an individual who already has a current Consultant Agreement on file with SwissJust, or who has had such an

agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Consultants shall not demean, discredit or defame other SwissJust Consultants in an attempt to entice another Consultant to become part of the first Consultant's marketing organization.

If Cross Sponsoring is discovered, it must be brought to the Company's attention immediately. SwissJust may take disciplinary action against the Consultant that changed organizations and/or those Consultants who encouraged or participated in the Cross Sponsoring. SwissJust may also move all or part of the offending Consultant's downline to his or her original upline if the Company deems it equitable and feasible to do so. However, SwissJust is under no obligation to move the Cross Sponsored Consultant's downline organization, and the ultimate disposition of the organization remains within the sole discretion of SwissJust. Consultants waive all claims and causes of action against SwissJust arising from or relating to the disposition of the Cross Sponsored Consultant's downline organization.

4.11 - Errors or Questions

If a Consultant has questions about or believes any errors have been made regarding Base Discounts, Bonuses, Consultant Activity Reports, or charges, the Consultant must notify SwissJust in writing within 60 days of the date of the purported error or incident in question. SwissJust will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

4.12 - Excess Inventory Purchases Prohibited

The SwissJust Career Plan is based on the party plan sales method through which orders for products are solicited at Wellness Gatherings, and products are shipped directly to the customers or shipped to the Consultant or party hostess for delivery to customers. Therefore, Consultants are not required to carry inventory of products. To ensure that Consultants are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to SwissJust upon the Consultant's cancellation pursuant to the terms of Section 8.2.

SwissJust strictly prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for Base Discounts, Bonuses or advancement in the Career Plan. Consultants may not purchase more inventory than they can reasonably resell or use in a month nor may they encourage others to do so.

4.13 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Consultants shall not represent or imply that SwissJust or its Career Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.14 - Holding Applications or Orders

Consultants must not manipulate enrollments of new applicants and purchases of products. All Consultant Applications and Agreements must be sent to SwissJust within 72 hours from the time they are signed by an Applicant. All Wellness Gathering orders must be sent to SwissJust within five days from the date of the Wellness Gathering.

4.15 - Identification

All Consultants are required to provide their Social Security Number or Individual Tax Identification Number to

SwissJust on the Consultant Application and Agreement. Upon enrollment, the Company will provide a unique Consultant Identification Number to the Consultant by which he or she will be identified. This number will be used to place orders, and track Base Discounts and Bonuses.

4.16 - Income Taxes

Each Consultant is responsible for paying local, state and federal taxes on any income generated as an Independent Consultant. Every year, SwissJust will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each Consultant who: 1) Had earnings of over \$600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000.

4.17 - Independent Contractor Status

Consultants are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between SwissJust and its Consultants does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Consultant. A CONSULTANT SHALL NOT BE TREATED AS AN EMPLOYEE FOR HIS OR HER SERVICES OR FOR FEDERAL OR STATE TAX PURPOSES. All Consultants are responsible for paying local, state, and federal taxes due from all compensation earned as a Consultant of the Company. SwissJust is not responsible for withholding, and shall not withhold or deduct from a Consultant's Bonuses and Base Discounts, if any, FICA or taxes of any kind, unless withholding becomes legally required. The Consultant has no authority (expressed or implied), to bind the Company to any obligation. Consultants are not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of SwissJust. Each Consultant agrees that he or she shall control the manner and means by which he or she operates his or her SwissJust business, and shall establish his or her own goals, hours, and methods of sale, subject to compliance with these Policies and Procedures and applicable law. Each Consultant shall be solely responsible for paying all expenses incurred, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses.

4.18 - Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy.

4.19 - International Marketing

Because of critical legal and tax considerations, SwissJust must limit the resale of SwissJust and Just™ products, and the presentation of the SwissJust business to prospective customers and Consultants located within the United States only.

Just™ products, SwissJust products, and SwissJust sales aids cannot be shipped into or sold in any foreign country. Consultants may sell, give, transfer, or distribute Just™ products, SwissJust products, or SwissJust sales aids only in the United States. In addition, no Consultant may, in any other country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or Consultants; or (c) conduct any other activity for the purpose of selling SwissJust or Just™ products, establishing a marketing organization, or promoting the SwissJust opportunity.

4.20 - Adherence to Laws and Ordinances

4.20.1 - Local Ordinances

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

4.20.2 - Compliance With Federal, State, Local Laws

Consultants shall comply with all federal, state, and local laws and regulations in the conduct of their businesses.

4.21 - Minors

A person who is recognized as a minor in his or her state of residence may not be a SwissJust Consultant. Consultants shall not enroll or recruit minors into the SwissJust program.

4.22 - One SwissJust Business per Consultant and per Household

A Consultant may operate or have an ownership interest, legal or equitable, in only one SwissJust business. No individual may have, operate or receive compensation from more than one SwissJust business. Individuals of the same family unit may not enter into or have an interest in more than one SwissJust Business. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

In order to maintain the integrity of the SwissJust Career Plan, only one spouse in a marital or common-law marriage relationship may be a SwissJust Consultant. The spouse or common-law spouse of a Consultant may not own or operate a SwissJust business. An exception to the one business per Consultant rule will be considered on a case by case basis. Requests for exceptions to policy must be submitted in writing to the Compliance Department.

4.22.1 - Actions of Household Members and Affiliated Individuals

If any member of a Consultant's immediate household engages in any activity which, if performed by the Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Consultant and SwissJust may take disciplinary action pursuant to the Statement of Policies against the Consultant. Similarly, if any individual employed by a Consultant or who assists a Consultant in any way in the operation of the Consultant's SwissJust business (an "Affiliated Individual") violates the Agreement, such action(s) will be deemed a violation by the Consultant, and SwissJust may take disciplinary action against the Consultant.

4.23 - Product Demonstrations

SwissJust strongly recommends the Consultants do not apply Just™ products to their customers at Wellness Gatherings and otherwise do not touch the customers. Rather, the proper role of a Consultant at a Wellness Gathering is to instruct and guide customers in the proper application of Just™ products on themselves.

This policy is important for three reasons. First, the customers need to learn how to apply the products themselves so that they will feel confident about repeating the process on their own at home. Thus, if a customer asks a Consultant or Hostess to apply the product to her, the Consultant should politely explain that it is important for the customer to learn how to apply the products herself so that she can repeat the process when the Consultant is not there.

Secondly, it may be a violation of state law for a Consultant who is not a licensed cosmetologist to apply Just™ products on a customer's body at a Wellness Gathering. The practice of cosmetology is regulated in most states and requires a license to be practiced legally. The act of applying cosmetic preparations to the face, hands or body of another person, whether by use of the hands or mechanical devices such as brushes is considered the practice of cosmetology in such states. Finally, for hygienic reasons, the Company strongly recommends that Consultants not apply Just™ to the bodies of customers.

Even those Consultants who are licensed cosmetologists should not apply Just™ products at Wellness Gatherings in order to avoid confusion and misunderstandings in the minds of customers, other Consultants, and state licensing authorities about the usual practices of SwissJust Consultants.

4.24 - Title Promotions

Promotions to a new Title occur at midnight of the last day of the month all qualifications for that title have been met. Bonuses associated with that title are paid for the month when all the qualifications are met.

4.25 - Re-packaging and Re-labeling Prohibited

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

4.26 - Requests for Records

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

4.27 - Vacancy in Marketing Organization

When a vacancy occurs in a Marketing Organization due to the termination of a SwissJust business, each Consultant in the first level immediately below the terminated Consultant on the date of the cancellation will be moved to the first level ("front line") of the terminated Consultant's sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates his or her business, C1, C2, and C3 will move up to A and become part of A's first level.

4.28 - Sale, Transfer or Assignment of a SwissJust Business Prohibited

Because the relationship between SwissJust and each Consultant is for the Consultant's personal services, a Consultant may not assign any rights or delegate any duties under the Consultant Agreement. Any attempt to

sell, transfer, or assign a SwissJust business will render the Consultant Agreement voidable at the option of SwissJust.

4.29 - Separation or Divorce

At such time as a Consultant's marriage may end in divorce or legal separation, arrangements must be made to assure that the marital dissolution is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the parties to a divorce fail to provide for the best interests of other Consultants and the Company, SwissJust will involuntarily terminate the Consultant Agreement.

Under no circumstances will the SwissJust business of a divorcing Consultant be divided. The business will remain in the name of the spouse who originally enrolled as a Consultant. Similarly, under no circumstances will SwissJust split Base Discount and Bonus checks between divorcing spouses. Base Discount and Bonus checks shall always be issued to the same individual. In the event that parties to a divorce are unable to resolve a dispute over the disposition of Base Discounts, Bonuses and ownership of the business, the Consultant Agreement shall be involuntarily canceled.

The former spouse of a Consultant is free to enroll under any Sponsor of his or her choosing. In such case, however, he or she shall have no rights to any Consultants in his or her former spouse's organization or to any former retail customer. The former spouse must develop the new business in the same manner as would any other new Consultant.

4.30 - Sponsoring

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

4.31 - Death or Incapacity

Because the relationship between SwissJust and each Consultant is for the Consultant's personal services, upon the death or incapacitation of a Consultant the Consultant's Consultant Agreement shall automatically terminate. Any attempt to transfer or assign the Consultant Agreement of a deceased or incapacitated Consultant will render the Consultant Agreement voidable at the option of SwissJust.

4.32 - Telemarketing

The Federal Trade Commission and the Federal Communications Commission 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. While you may not consider yourself a "telemarketer" in the traditional sense of the word, these regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000.00 per violation).

Therefore, Consultants must not engage in telemarketing relative to the operation of their SwissJust businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Just™ products, SwissJust products or services, or to recruit them for the

SwissJust opportunity. "Cold calls" made to prospective customers or Consultants that promote Just™ products, SwissJust products or services, or the SwissJust opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Consultant (a "prospect") is permissible under the following situations:

- If the Consultant has an established business relationship with the prospect. An "established business relationship" is a relationship between a Consultant and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Consultant, or a financial transaction between the prospect and the Consultant, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect's personal inquiry or application regarding a product or service offered by the Consultant, within the three (3) months immediately preceding the date of such a call.
- If the Consultant receives written and signed permission from the prospect authorizing the Consultant to call. The authorization must specify the telephone number(s) which the Consultant is authorized to call.
- You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship (i.e., you have recently personally met him or her). Bear in mind, however, that if you make a habit of "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.

In addition, Consultants shall not use automatic telephone dialing systems relative to the operation of their SwissJust businesses. The term "automatic telephone dialing system" means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.



SECTION 5: RESPONSIBILITIES OF CONSULTANTS

5.1 - Change of Address or Telephone

To ensure timely delivery of products, support materials, and Base Discount and Bonus checks, it is critically important that the SwissJust's files are current. Street addresses are required for shipping since couriers cannot deliver to a post office box. Consultants planning to move should update their personal information via the SwissJust websites or send their new address and telephone numbers to SwissJust's Corporate Offices to the attention of the Consultant Services Department. To guarantee proper delivery, two weeks advance notice must be provided to SwissJust on all changes.

5.2 - Continuing Development Obligations

5.2.1 - Ongoing Training

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

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

5.2.2 - Increased Training Responsibilities

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

5.2.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, Consultants have an ongoing obligation to continue to personally promote sales through the generation of new customers and through the generation of new Hostesses to host Wellness Gatherings.

5.3 - Emergency Leave

The Company reserves the right, in its sole discretion, to waive certain personal or group career plan Bonus requirements for an individual Consultant for a month in a case where that Consultant is faced with a personal emergency medical situation involving herself or a member of her immediate family. The Company on a case-by-case basis makes such decisions.

5.4 - Nondisparagement

While SwissJust welcomes constructive input from its Consultants, negative comments and remarks made in the field by Consultants about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other SwissJust Consultants. For this reason, and to set the proper example for their downline, Consultants must not disparage, demean, or make negative remarks about SwissJust, other SwissJust Consultants, Just™ or SwissJust products, the Career Plan, or SwissJust's directors, officers, or employees.

5.5 - Providing Documentation to Applicants

Consultants must provide the most current version of the Policies and Procedures and the Career Plan to individuals whom they are sponsoring to become Consultants before the applicant signs a Consultant Agreement. Additional copies of Policies and Procedures can be acquired from SwissJust or, when available, downloaded from the SwissJust website.

5.6 - Reporting Policy Violations

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



SECTION 6: SALES REQUIREMENTS

6.1 - Product Sales

The SwissJust Career Plan is based upon the sale of Just™ products to end consumers. Consultants must fulfill Personal Retail Sales and Team Sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for Bonuses, Base Discounts and advancement to higher levels of achievement. The following sales requirements must be satisfied for Consultants to be eligible for Base Discounts or Bonuses:

- a. Consultants must satisfy the Personal Retail Sales and Team Sales requirements to fulfill the requirements associated with their Title as specified in the SwissJust Career Plan.
- b. At least 70% of a Consultant's total monthly Personal Retail Sales must be sold to the Consultant's customers. By reordering, a Consultant certifies that he or she has complied with this policy.
- c. Consultants must develop or service at least five customers every month.

6.2 - No Territory Restrictions

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

6.3 - Sales Receipts

All Consultants must provide their retail customers with two copies of an official SwissJust sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee for Just™ products, as well as any consumer protection rights afforded by federal or state law. Consultants must maintain all retail sales receipts for a period of two years and furnish them to SwissJust at the Company's request.

Consultants must ensure that the following information is contained on each sales receipt:

- (1) The date of the transaction;
- (2) The date (not earlier than the third business day following the date of the transaction) by which the buyer may give notice of cancellation;
- (3) Name and address of the selling Consultant; and,
- (4) Name, address and other contact information for the customer.

Remember that customers must receive two copies of the sales receipt. In addition, Consultants must orally inform the buyer of his or her cancellation rights.

SECTION 7: BONUSES AND BASE DISCOUNTS

7.1 - Bonus and Base Discount Qualifications

A Consultant must be active and in compliance with the Agreement to qualify for Bonuses and Base Discounts. So long as a Consultant complies with the terms of the Agreement, SwissJust shall pay Base Discounts and Bonuses to such Consultant in accordance with the Career Plan. The minimum amount for which SwissJust will issue a check or make an electronic funds transfer is \$20.00. If a Consultant's Bonuses and Base Discounts do not equal or exceed \$20.00, the Company will accrue the Base Discounts and Bonuses until they total \$20.00. A check will be issued or an electronic funds transfer will be made once \$20.00 has been accrued.

7.2 - Bonus Reports and Checks

Bonus reports are available and checks are mailed out (or electronic deposits made) on the 7th day of each month for the previous months activity. Bonus checks will be issued to Consultants in their name only and cannot be made payable to corporations, partnerships, trust funds, etc. If a Consultant does not receive a Bonus or Base Discount check after the mailing process is complete, another check will be re-issued after a 10 day waiting period that begins the day the checks were mailed.

7.3 - Adjustments to Bonuses and Base Discounts

Consultants receive Bonuses and Base Discounts based on the actual sales of products to end consumers. When a product is returned to SwissJust for a refund or is repurchased by the Company, the Bonuses and Base Discounts attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the Base Discounts and/or Bonuses are recovered, from the Consultants who received Bonuses and Base Discounts on the sales of the refunded products. In the event that any such Consultant terminates his or her Consultant Agreement, and the amounts of the Bonuses or Base Discounts attributable to the returned products have not yet been fully recovered by the Company, the remainder of the outstanding balance may be set off against any amounts owed to the terminated Consultant pursuant to Section 8.2.

7.4 - Unclaimed Base Discounts, Bonuses and Credits

Consultants must deposit or cash Base Discount and Bonus checks within 90 days from their date of issuance. A check that remains uncashed after 90 days will be void. After a check has been voided, SwissJust will attempt to notify a Consultant who has an uncashed check by sending a monthly written notice to his or her last known address identifying the amount of the check and advising that the Consultant can request that the check be reissued. There shall be a \$15.00 charge for reissuing a check, and a \$10.00 fee for each notice that is sent to the Consultant. These charges shall be deducted from the balance owed to the Consultant.

7.5 - Reports

All information provided by SwissJust in any report, including but not limited to personal retail and group sales volume (or any part thereof), downline sponsoring activity, and accrued Bonuses and Base Discounts, is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the

information is not guaranteed by SwissJust or any persons creating or transmitting the information. ALL REPORTED INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SWISSJUST AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY CONSULTANT OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL RETAIL AND/OR GROUP SALES VOLUME INFORMATION AND/OR SPONSORING ACTIVITY AND/OR ACCRUED BONUSES OR BASE DISCOUNTS (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR BASE DISCOUNTS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF SWISSJUST OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, SWISSJUST OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

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



SECTION 8: PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

8.1 - Product Guarantee

SwissJust offers a 100% 30-day money-back satisfaction guarantee (less shipping and handling charges and a 10% restocking fee) to all retail customers and Consultants.

8.1.1 - Returns by Retail Customers

SwissJust offers, through its Consultants, a 100% 30-day money-back guarantee to all retail customers. Every Consultant is bound to honor the Retail Customer guarantee. If, for any reason, a retail customer is dissatisfied with any Just™ product, the retail customer may return the unused portion of the product to the Consultant through whom it was purchased, within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (less shipping and handling costs and a 10% restocking fee). The Consultant must assist the customer in completing a Product Return Form.

If a retail customer returns a product to the Consultant through whom it was purchased, the Consultant may return it to the Company for an exchange or refund (less shipping). All products returned by personal retail customers must be returned to the Company within 10 days from the date on which it was returned to the Consultant along with the sales receipt which the Consultant gave to the customer and the completed Product Return Form.

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

A retail customer who makes a purchase of \$25.00 or more has three business days (72 hours) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form. When a Consultant makes a sale or takes an order from a retail customer who cancels or requests a refund within the 72 hour period, the Consultant must promptly refund the customer's money as long as the products are returned to the Consultant in substantially as good condition as when received. Additionally, Consultants must orally inform customers of their right to rescind a purchase or an order within 72 hours, and ensure that the date of the order or purchase is entered on the order form. All retail customers must be provided with two copies of an official SwissJust sales receipt at the time of the sale. The back of the receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

8.1.2 - Returns by Consultants (Products Purchased for Personal Use)

If a Consultant is unsatisfied with any Just™ product purchased for personal use, the Company offers a 100% 30-day money-back guarantee (less shipping and handling charges and a 10% restocking fee). This guarantee is limited to \$1,000. If a Consultant wishes to return merchandise exceeding \$1,000 in any 12 month period, the return will be deemed, at the discretion of the Company, an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms of Section 8.2, and the Consultant's Agreement shall be canceled.

8.2 - Return of Inventory and Sales Aids by Consultants

Upon cancellation of a Consultant's Agreement, the Consultant may return inventory and sales aids for a refund if he or she is unable to sell or use the merchandise. A Consultant may only return products and sales aids purchased by him or her that are in resalable condition. Upon receipt of the products and sales aids, the Consultant will be reimbursed 90% of the net cost of the original purchase price(s), less shipping and

handling 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 Consultant any Base Discounts, Bonuses, rebates or other incentives received by the Consultant which were associated with the merchandise that is returned.

8.2.1 - Montana Residents

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

8.3 - Procedures for All Returns

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

8.3.1 - Customer Returns

Customers may return products for refund or exchange pursuant to Section 8.1.1 above directly to the Company or to the Consultant through whom the product(s) were purchased. If the customer returns the product(s) directly to the Company, the Consultant should assist the customer to insure that the following procedures are followed:

- a. The customer must first obtain a Return Authorization Number by calling the Customer Service Department. This Return Authorization Number must be written on each carton returned.
- b. The return must be accompanied by a copy of the original dated sales receipt.
- c. If an exchange is requested, a completed order form with the exchange product(s) must be included with the return.
- d. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to SwissJust shipping pre-paid. SwissJust does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the customer. If returned product is not received by the Company's Distribution Center, it is the responsibility of the customer to trace the shipment.

8.3.2 - Consultant Returns

The following procedures apply to all returns by a Consultant, whether the return is of products returned by a customer or a return of products and/or sales aids upon the cancellation of the Consultant's SwissJust business.

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

No refund or credit will be issued, or exchange of the product will be made if the conditions of these rules are not met.

SECTION 9: DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, or any illegal, fraudulent, deceptive or unethical business conduct by a Consultant may result, at SwissJust's discretion, in one or more of the following corrective measures:

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

9.2 - Grievances and Complaints

When a Consultant has a grievance or complaint with another Consultant regarding any practice or conduct in relationship to their respective SwissJust businesses, the complaining Consultant should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter cannot be resolved, it must be reported in writing to the Consultant Services Department at the Company. The Consultant Services Department will review the facts and attempt to resolve it.

9.3 - Arbitration

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If a Consultant wishes to bring an action against SwissJust for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within one year shall bar all claims by Consultant against SwissJust for such act or omission. Consultant waives all claims that any other statute of limitation applies. Consultants waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Miami, Florida, unless the laws of the state in which a Consultant resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. The parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. No other aspects of the Federal Rules of Civil Procedure shall be applicable to an arbitration. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. The

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

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

9.4 - Governing Law, Jurisdiction and Venue

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

9.4.1 - Louisiana Residents

Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.



SECTION 10: ORDERING

10.1 - Product Inventory Status

Prior to any Wellness Gathering, it is the responsibility of the Consultant sponsoring the gathering to log onto the SwissJust website to check the availability of all Just™ products and to not take orders for those products that are identified at the website as being low in inventory. By doing this, the Consultant will avoid back order problems with his or her customers.

10.2 - General Order Policies

The most efficient way for Consultants to order products is through the Internet, either via the Consultant's replicated SwissJust website (when available) or via the Company's official website. The Company will accept fax orders using official SwissJust Order Forms. No C.O.D. orders will be accepted. The order cut-off for a calendar month is the last day of the month at 12:00 midnight, Pacific Time. Orders received after that time will count for the following calendar month. For orders with invalid or incorrect payment, SwissJust will attempt to contact the Consultant by phone, and/or mail to try to obtain another payment. If these attempts are unsuccessful after two working days the order will be returned unprocessed. If the invalid or incorrect payment is placed prior to the order cut-off on the last day of a month and substitute payment is received within 24 hours of notification by SwissJust of the invalid or incorrect payment, the order will count for that month. If, however, substitute payment is not received within such 24 hour time period, the order will count for the following month and not the month in which the order was initially placed. There is a \$12.00 drop-shipment fee for orders shipped to an address other than that of the Consultant or Wellness Gathering Hostess.

10.3 - Wellness Gathering Orders

Customer orders gathered at a SwissJust Wellness Gathering could be placed by the Consultant through the Internet or by fax. If a fax order is placed, the orders should not be consolidated onto a single order form, each individual customer constitutes one individual order. Products will be shipped to the Consultant or Hostess for delivery to the customers. The Consultant or Hostess must deliver the products to the customers within five (5) days of receipt of the products.

10.4 - Individual Customer Orders

Individual customer orders could be placed by the Consultant through the Internet or by fax. Products will be shipped to the Consultant or to the end-customer. The Consultant must deliver the products to the customers within five (5) days of receipt of the products.

10.5 - Shipping and Back Order Policy

SwissJust will normally ship products within five business days from the date on which it receives an order. SwissJust will try to expeditiously ship any part of an order currently in stock. If, however, an ordered item is out-of-stock, it will be placed on back order and sent when SwissJust receives additional inventory. Consultants will be charged and given Personal Retail Sales credit on back ordered items unless notified on the invoice that the product has been discontinued. SwissJust will notify Consultants and customers if items are back-ordered and are not expected to ship within 30 days from the date of the order. An estimated shipping date will also be provided. Back ordered items may be canceled upon a customer's or Consultant's

request. Customers and Consultants may request a refund, credit on account, or replacement merchandise for canceled back orders. If a refund is requested, the Consultant's Personal Retail Sales for the month will be decreased by the amount of the refund in the month in which the refund is issued.

10.6 - Confirmation of Order

A Consultant and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice, and is free of damage. Failure to notify SwissJust of any shipping discrepancy or damage within one week of receipt will cancel a Consultant's right to request a correction.



SECTION 11: PAYMENT

11.1 - Insufficient Funds

It is the responsibility of each Consultant to ensure that there are sufficient funds or credit available in his or her account to cover any orders that he or she may make. SwissJust will not attempt to contact Consultants in regard to orders canceled due to insufficient funds or credit. This may result in a Consultant's failure to meet his or her Personal Retail Sales requirements for the month.

11.2 - Restrictions on Third Party Use of Credit Cards and Checking Account Access

A Consultant shall not permit other Consultants or customers to use his or her credit card, or permit debits to his or her checking accounts, to enroll or to make purchases from the Company.

11.3 - Sales Taxes

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

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

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

SECTION 12: INACTIVITY AND CANCELLATION

12.1 - Effect of Cancellation

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

Following a Consultant's cancellation or non-renewal of his or her Consultant Agreement, the former Consultant shall not hold himself or herself out as a SwissJust Consultant and shall not have the right to sell SwissJust and Just™ products. A Consultant whose Consultant Agreement is canceled shall receive Base Discounts and Bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). A Consultant whose Consultant Agreement is cancelled must wait six (6) full calendar months before re-applying to become a Consultant under a different upline. There is no waiting period to reapply under the same upline.

12.2 - Cancellation Due to Inactivity

It is the Consultant's responsibility to lead his or her marketing organization with the proper example in personal production of sales to end consumers, developing a Marketing Organization, and promoting Wellness Gatherings. Without this proper example and leadership, the Consultant may lose his or her right to receive Bonuses from sales generated through his or her marketing organization. Consultants who don't place an order for any pay period will not receive Bonuses for the sales generated through their marketing organization for that pay period. If a Consultant has not generated at least \$300 in product sales over a rolling three month period (and thus become "inactive"), his or her Consultant Agreement shall be canceled for inactivity. The cancellation will become effective on the day following the last day of the third month of inactivity. Written confirmation of the cancellation will not be provided by SwissJust.

12.3 - Involuntary Cancellation

A Consultant's violation of any of the terms of the Agreement, including any amendments that may be made by SwissJust in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary cancellation of his or her Consultant Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier, to the Consultant's last known address (or fax number), or to his/her attorney, or when the Consultant receives actual notice of cancellation, whichever occurs first. SwissJust expressly reserves the right to terminate all Consultant Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

12.4 - Voluntary Cancellation

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

12.5 - Non-renewal

A Consultant may also voluntarily cancel his or her Consultant Agreement by choosing not to renew the Agreement on its anniversary date. The Company may also elect not to renew a Consultant's Agreement upon its anniversary date.



SECTION 13: DEFINITIONS

Active Consultant · A Consultant has an open wholesale purchase account with SwissJust and who satisfies the minimum Personal Retail Sales requirements, as set forth in the SwissJust Career Plan, to ensure that he or she is eligible to receive Bonuses and Base Discounts.

Agreement · The contract between the Company and each Consultant includes the Consultant Application and Agreement, the SwissJust Policies and Procedures, and the SwissJust Career Plan, all in their current form and as amended by SwissJust in its sole discretion. These documents are collectively referred to as the “Agreement.”

Base Discount · All Consultants purchase the Just™ products from the Company at 75% of the Suggested Retail Price. This means that when a Consultant sells the products, he or she earns a Base Discount (or retail profit) of 25%.

Bonus · A payment made to a qualifying Consultant based upon the achievement of a specified level of sales performance as set forth in SwissJust Career Plan.

Branch · Each one of the Consultants enrolled immediately underneath you and their respective marketing organizations represents one “Branch” in your marketing organization.

Cancel · The termination of a Consultant's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

Commissionable Products · All Just™ products on which Base Discounts and Bonuses are paid. Consultant Kits and sales aids are not commissionable products.

Company · The term “Company” as it is used throughout the Agreement means SwissJust Corp.

Consultant Activity Report · An online report generated by SwissJust that provides critical data relating to the identities of Consultants, sales information, and enrollment activity of each Consultant's Marketing Organization. This report contains confidential and trade secret information which is proprietary to SwissJust.

Consultant Kit · A selection of SwissJust training materials, product samples, and business support literature that each new Consultant is required to purchase.

Downline · See “Marketing Organization” below.

End Consumer · A person who purchases Just™ products for personal use rather than for resale to someone else.

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

Leader · Any Consultant who, based upon performance, has qualified for the Title of Team Leader or higher in the SwissJust Career Plan.

Level · The layers of downline Consultants in a particular Consultant's Marketing Organization. This term refers to the relationship of a Consultant relative to a particular upline Consultant, determined by the number of Consultants between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth level.

Marketing Organization · The Consultants sponsored below a particular Consultant.

Official SwissJust Material · Literature, audio or video tapes, files, and other materials developed, printed, published and distributed by SwissJust to Consultants.

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

Personal Sales Volume (PSV) · The retail value of products sold in a calendar month: (1) by the Company to a Consultant; and (2) by the Company to the Consultant's customers.

Recruit · For purposes of SwissJust's Conflict of Interest Policy (Section 4.8), the term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another SwissJust Consultant to enroll or participate in another direct selling venture. This conduct constitutes recruiting even if the Consultant's actions are in response to an inquiry made by another Consultant.

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

Retail Customer · An individual who purchases Just™ products through a Consultant, either at a SwissJust Wellness Gathering or through the Internet.

Retail Profit · The difference between the wholesale price of products and the retail price a Consultant receives for products when they are resold. Also referred to as "Base Discount".

Sponsor · A Consultant who enrolls another Consultant into the Company, and is listed as the Sponsor on the Consultant Application and Agreement. The act of enrolling others and training them to become Consultants is called "sponsoring."

Suggested Retail Price (SRP) · The price at which SwissJust suggests Consultants re-sell a particular product to retail customers. Notwithstanding the SRP, Consultants are always free to re-sell Just™ products at any price they choose.

Team · The Consultants personally sponsored by a Team Leader or higher Title, and their personally sponsored Consultants and so on. All of the Consultants in your downline non-qualified branches below the title of Group Leader or higher.

Team Sales · The retail value of Just™ products generated by a Team Leader's or higher Team. Team Sales does include the Personal Retail Sales of the subject Consultant. (Consultant Kits and sales aids have no Sales Volume.)

Title · The level of achievement that a Consultant has achieved pursuant to the SwissJust Career Plan.

Upline · This term refers to the Consultant or Consultants above a particular Consultant in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Consultant to the Company.

Wholesale Price (Wholesale) · The price of the products that is paid to the Company by Consultants. The wholesale price is also called Consultant Cost. All Base Discounts and Bonuses are paid on the wholesale value of Just™ products or services.