

ValuHub Dynamic Solutions, LLC (“ValuHub”) is the parent company of SavingsParty.com. All agreements in regard to SavingsParty.com shall be executed using the ValuHub name.

CONSENT TO ELECTRONIC RECORD

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.), requires that you consent to entering into an electronic agreement with ValuHub before an online version of the ValuHub Affiliate Agreement is entered into. Please read the following information carefully.

Should you enter into an online Affiliate Agreement (“the Agreement”), you will not be required to submit a paper application. The entire agreement between you and ValuHub will be evidenced by an electronic record. To enter into the Agreement, you must additionally electronically acknowledge that you agree to the terms of the ValuHub Terms and Conditions, ValuHub Policies and Procedures, and the ValuHub Compensation Plan.

To access these documents and enter into the Agreement, you will need the following hardware and software: A Personal Computer (“PC”) with modem or other Internet access device, operational Internet browser software (e.g., Mozilla Firefox or Internet Explorer), and Adobe Acrobat Reader. Should there ever be a change in the equipment or software necessary to access the terms of the Agreement, ValuHub will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such event, you may withdraw your consent.

Your consent will apply to all transactions between you and ValuHub.

You may withdraw your consent to the use of electronic records at any time. However, should you do so, the Agreement will be automatically terminated. To withdraw your consent (and thereby terminate the Agreement), or update any personal information, you may do so by sending written notice to ValuHub, 1500 NE 1st Ave. Suite 101, Rochester, MN 55906.

During the enrollment process, you will have the ability to read, download, print, and retain the Terms and Conditions, Policies and Procedures, and Compensation Plan for future reference. Additionally, you may request printed copies of those documents by contacting ValuHub at 1500 NE 1st Ave. Suite 101, Rochester, MN 55906. Your request must include your name, your Affiliate identification number, your mailing address, and your E-mail address. Upon receipt of such a request, ValuHub will mail you the then current version of each document. There is a charge of \$10.00 for this service.

By entering into the Agreement, you agree that ValuHub may amend the same (including the Terms and Conditions, Policies and Procedures, and Compensation Plan) at its sole discretion at any time. You may obtain a copy of the version of these documents that were in effect at any time after you entered into the Agreement. Prior versions are archived by ValuHub. Should you wish to obtain a copy of any version of the Policies and Procedures and/or Marketing and Compensation Plan since the date of your enrollment, send a written request to ValuHub, 1500 NE 1st Ave. Suite 101, Rochester, MN 55906. Your request must include your name, your Affiliate identification number, your mailing address, and your E-mail address. Upon receipt of such a request, ValuHub will mail or email to you a copy of the version of the Agreement that you requested. Be certain to specify the date of the version that you wish to receive. There is a charge of \$10.00 for this service. The most current version of the Policies and Procedures and the Marketing and Compensation Plan are always available at ValuHub’s official web site, SavingsParty.com, for viewing, printing and downloading.

Please indicate your consent to the above terms by clicking on the “Join” button below. By providing your consent, you also confirm that you are able to access all the terms of the Agreement electronically. If you do not agree, please close your web browser and the enrollment process will be terminated.

-- End of Electronic Consent --

TERMS & CONDITIONS

1. I understand that as a ValuHub Affiliate:
 - I have the right to offer for sale ValuHub products and services in accordance with these Terms and Conditions.
 - I have the right to enroll persons in ValuHub.
 - If qualified, I have the right to earn commissions pursuant to the ValuHub Compensation Plan.
2. I agree to present the ValuHub Marketing and Compensation Plan and ValuHub products and services as set forth in official ValuHub literature.
3. I agree that as a ValuHub Affiliate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of ValuHub. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF VALUHUB FOR FEDERAL OR STATE TAX PURPOSES. ValuHub is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the ValuHub Policies and Procedures and the ValuHub Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from ValuHub. I understand that these Terms and Conditions, the ValuHub Policies and Procedures, or the ValuHub Marketing and Compensation Plan may be amended at the sole discretion of ValuHub, and I agree to abide by all such amendments. Notification of amendments shall be posted on ValuHub's website. Amendments shall become effective 30 days after publication. The continuation of my ValuHub business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). In the event of cancellation or termination, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. ValuHub reserves the right to terminate all Affiliate Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Affiliate may cancel this Agreement at any time, and for any reason, upon written notice to ValuHub at its principal business address. ValuHub may cancel this Agreement for any reason upon 30 days advance written notice to Affiliate.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of ValuHub. Any attempt to transfer or assign the Agreement without the express written consent of ValuHub renders the Agreement voidable at the option of ValuHub and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, ValuHub may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
8. ValuHub, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release ValuHub and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release ValuHub and its affiliates from all liability arising from or relating to the promotion or operation of my ValuHub business and any activities related to it (e.g., the presentation of ValuHub products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of

- meeting or training facilities, etc.), and agree to indemnify ValuHub for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by ValuHub at its discretion, constitutes the entire contract between ValuHub and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
 10. Any waiver by ValuHub of any breach of the Agreement must be in writing and signed by an authorized officer of ValuHub. Waiver by ValuHub of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
 11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
 12. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota without regard to principles of conflicts of laws. In the event of a dispute between an Affiliate and ValuHub arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. ValuHub shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an Affiliate. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.
 13. The parties consent to jurisdiction and venue before any federal or state court in Olmsted County, State of Minnesota, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
 14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
 15. Montana Residents: A Montana resident may cancel his or her Affiliate Agreement within 15 days from the date of enrollment.
 16. If an Affiliate wishes to bring an action against ValuHub for any act or omission relating to or arising from the 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 such time shall bar all claims against ValuHub for such act or omission. Affiliate waives all claims that any other statute of limitations applies.
 17. I authorize ValuHub to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
 18. If any provision of this Agreement is held void or voidable by a court of competent jurisdiction, only such limited portion of the provision shall be severed from the Agreement, and such severed portion shall be rewritten to reflect the intent of the parties as nearly as possible. All other remaining provisions shall remain fully intact.
 19. A faxed copy of the Agreement shall be treated as an original in all respects.

-- End of Terms and Conditions --

ValuHub

STATEMENT OF POLICIES

and

PROCEDURES

Effective December 8, 2008

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SECTION 1 - CORPORATE MISSION STATEMENT

To help improve people's lives by providing exceptional savings and unprecedented earning opportunities and to help businesses offer their products and services to consumers in the most innovative, efficient manner possible.

SECTION 2 - INTRODUCTION

2.1 - Policies and Compensation Plan Incorporated into Affiliate Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of ValuHub Dynamic Solutions, LLC (hereafter "ValuHub" or the "Company"), are incorporated into, and form an integral part of, the ValuHub Affiliate Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the ValuHub Affiliate Application and Agreement, these Policies and Procedures, the ValuHub Marketing and Compensation Plan, and the ValuHub Business Entity Application (if applicable). These documents are incorporated by reference into the ValuHub Affiliate Agreement (all in their current form and as amended by ValuHub). It is the responsibility of each Affiliate 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 Affiliate, it is the responsibility of the sponsoring Affiliate to ensure that the applicant is provided with, or has online access to, the most current version of these Policies and Procedures and the ValuHub Marketing and Compensation Plan prior to his or her execution of the Affiliate Agreement.

2.2 - Purpose of Policies

ValuHub is a direct sales company that markets its products and services through Independent Affiliates. It is important to understand that your success and the success of your fellow Affiliates depends on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Affiliates and ValuHub, and to explicitly set a standard for acceptable business conduct, ValuHub has established the Agreement. ValuHub Affiliates are required to comply with all of the Terms and Conditions set forth in the Agreement, as well as all federal, state, and local laws governing their ValuHub 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 this manual 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 ValuHub.

2.3 - Changes to the Agreement

Because federal, state, and local laws, as well as the business environment, periodically change, ValuHub reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By signing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that ValuHub elects to make. Amendments shall be effective 30 days after publication of notice that the Agreement has been modified. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company's official web site; (2) electronic mail (e-mail); (3) inclusion in Company periodicals; (4) inclusion in bonus checks; or (5) special mailings. The continuation of an Affiliate's ValuHub business or an Affiliate's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

2.4 - Delays

ValuHub 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, 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. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

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 business. No failure of ValuHub to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate 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 ValuHub's right to demand exact compliance with the Agreement. Waiver by ValuHub can be effectuated only in writing by an authorized officer of the Company. ValuHub's waiver of any particular breach by an Affiliate shall not affect or impair ValuHub's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Affiliate. Nor shall any delay or omission by ValuHub to exercise any right arising from a breach affect or impair ValuHub's rights as to that or any subsequent breach. The existence of any claim or cause of action of an Affiliate against ValuHub shall not constitute a defense to ValuHub's enforcement of any term or provision of the Agreement.

SECTION 3 - BECOMING AN AFFILIATE

3.1 - Requirements to Become an Affiliate

To become a ValuHub Affiliate, each applicant:

- a) Must be of the age of majority in his or her state of residence;
- b) Must reside in the United States or U.S. Territories, or any country that ValuHub has officially announced is open for business;
- c) Must have a valid Social Security or Federal Tax ID number;
- d) Must submit a properly completed Affiliate Application and Agreement to ValuHub either in hard copy or online format.

3.2 - No Product or Service Purchase Required

No person is required to purchase ValuHub products or services to become an Affiliate. In order to familiarize new Affiliates with ValuHub products, services, sales techniques, sales aids, and other matters, the Company suggests that applicants make use of training materials and encourages Affiliates to purchase a Savings Party Savings Center subscription.

3.3 - Affiliate Benefits

Once an Affiliate Application and Agreement has been accepted by ValuHub, the benefits of the Marketing and Compensation Plan and the Affiliate Agreement are available to the new Affiliate. These benefits include the right to:

- a) Sell ValuHub products and services;
- b) Participate in the ValuHub Marketing and Compensation Plan (receive bonuses and commissions, if eligible);
- c) Sponsor other individuals as Affiliates and thereby build a marketing organization and progress through the ValuHub Marketing and Compensation Plan;
- d) Receive periodic ValuHub literature and other ValuHub communications;
- e) Participate in ValuHub-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- f) Participate in promotional and incentive contests and programs sponsored by ValuHub for its Affiliates.

3.4 - Term and Renewal of Your ValuHub Business

The term of the Affiliate Agreement is one year from the date of its acceptance by ValuHub (subject to cancellation or reclassification pursuant to Section 11 below). Affiliates who are current subscribers to the Savings Center will have their Affiliate Agreement automatically renewed. Affiliates who choose not to purchase a Savings Center subscription must renew their Affiliate Agreement each year by paying an annual renewal fee of \$60.00 on or before the anniversary date of their Affiliate Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Affiliate Agreement, the Affiliate Agreement will be canceled.

SECTION 4 - OPERATING A VALUHUB BUSINESS

4.1 - Adherence to the ValuHub Marketing and Compensation Plan

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

4.2 - Advertising

4.2.1 - General

All Affiliates shall safeguard and promote the good reputation of ValuHub and its products and services. The marketing and promotion of ValuHub, the ValuHub opportunity, the Marketing and Compensation Plan, and ValuHub products and services 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 services, and the tremendous opportunity ValuHub offers, Affiliates should use the sales tools and support materials produced by ValuHub. The rationale behind this requirement is simple. ValuHub has carefully designed its Marketing and Compensation Plan and promotional materials to ensure that each aspect of ValuHub is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws. If ValuHub Affiliates were allowed to develop their own sales tools and promotional materials notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting a ValuHub business is almost certain. These violations, although they may be relatively few in number, would jeopardize the ValuHub opportunity for all Affiliates. Accordingly, Affiliates must submit all written sales tools, promotional materials, advertisements, and other literature to the Company for approval. Unless the Affiliate receives specific written approval to use such tools, the request shall be deemed denied. ValuHub will not permit Affiliates sell sales aids to other ValuHub Affiliates. Therefore, Affiliates who receive authorization from ValuHub to produce their own sales aids may not sell such material to any other ValuHub Affiliate. Affiliates may make approved material available to other Affiliates free of charge if they wish, but may not charge other ValuHub Affiliates for the material. ValuHub further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Affiliates waive all claims for damages or remuneration arising from or relating to such rescission.

4.2.2 - Affiliate Web Sites

If an Affiliate desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company's replicated web site program, using official ValuHub templates. Alternatively, Affiliates may develop their own web pages, however, any Affiliate who does so: (a) must use the text of the Company's official web site; and (b) may not supplement the content of his or her web site with text from any source other than the Company. Affiliates who develop or publish their own web sites must register their site(s) with the Company and receive written approval from the Company prior to the site(s) public availability.

4.2.3 - Domain Names and Email Addresses

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

4.2.4 - Trademarks and Copyrights

ValuHub will not allow the use of its trade names, trademarks, designs, or symbols by any person, including ValuHub Affiliates, without its prior, written permission. Affiliates may not produce for sale or distribution any recorded Company events and speeches without written permission from ValuHub nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

4.2.5 - Media and Media Inquiries

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

4.2.6 - Unsolicited Social Networking, Emails and Faxes

ValuHub does not permit Affiliates to send unsolicited commercial social networking communications, emails or faxes promoting the ValuHub products and services or the ValuHub opportunity except as provided in this section. Social networking communications, emails or faxes promoting the ValuHub products and services or the ValuHub opportunity may be sent only to those individuals with whom the Affiliate sending the social networking communication, email or fax has an established familial, business, or personal relationship. All such communications must include the following contact information for the sending Affiliate: a) the Affiliate's name; b) his or her physical address; c) his or her email address; and d) the Affiliate's telephone and fax numbers. In addition, any Affiliate who promotes their business by social networking, email or fax must comply with all opt-out requests received from any recipient.

4.3 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Affiliate Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Affiliate; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Affiliates ("phantoms"); (d) Purchasing ValuHub products or services on behalf of another Affiliate or customer, or under another Affiliate's or customer's I.D. number, to qualify for commissions or bonuses; and/or (e) any other mechanism or artifice to qualify for incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers.

4.4 - Business Entities

A corporation, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a ValuHub Affiliate by submitting its Certificate of Incorporation, Partnership Agreement or trust documents (these documents are collectively referred to as the "Entity Documents") to ValuHub, along with a properly completed Business Entity Registration form. A ValuHub business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed affiliate Application and Agreement. The Business Entity Registration form must be signed by all of the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to ValuHub. To prevent the circumvention of Section 4.24 (regarding transfers and assignments of ValuHub business), if an additional partner, shareholder, member, or other business entity affiliate is added to a business entity, the original applicant must remain as a party to the original Affiliate Application and Agreement. If the original Affiliate wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with Section 4.24. If this process is not followed, the business shall be canceled upon the withdrawal of the original Affiliate. All bonus and commissions will be paid to the original Affiliate. Please note that the modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Affiliate Application and Agreement. ValuHub may require notarized documents before implementing any changes to a ValuHub business. Please allow thirty (30) days after the receipt of the request by ValuHub for processing.

4.4.1 - Changes to a Business Entity

Each Affiliate must immediately notify ValuHub of all changes to type of business entity they utilize in operating their businesses and the addition or removal of business associates. Changes shall be processed only once per year. All changes must be submitted by November 30 to become effective on January 1 of the following year.

4.5 - Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Affiliates, ValuHub strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Affiliate and marketing organization. Accordingly, the transfer of a ValuHub business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Affiliate Services Department, and must include a detailed reason for the transfer. Transfers will only be considered in the following three circumstances:

4.5.1 - Misplacement

In cases in which the new Affiliate is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an Affiliate may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within 60 days from the date of enrollment. The Affiliate requesting the change has the burden of proving that he or she was placed beneath the wrong sponsor. It is up to ValuHub's discretion whether the requested change will be implemented.

4.5.2 - Cancellation and Re-application

An Affiliate may legitimately change organizations by voluntarily canceling his or her ValuHub business and remaining inactive (*i.e.*, no purchases of ValuHub products or services for resale, no sales of ValuHub products or services, no sponsoring, no attendance at any ValuHub functions, participation in any other form of Affiliate activity, or operation of any other ValuHub business) for six (6) full calendar months. Following the six month period of inactivity, the former Affiliate may reapply under a new sponsor, however, the former Affiliate's downline will remain in their original line of sponsorship. ValuHub will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to ValuHub in writing.

4.5.3 - Upline Approval

The Affiliate seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of all parties whose income will be affected by the transfer. Photocopied or facsimile signatures are not acceptable. All Affiliate signatures must be notarized. The Affiliate who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring Affiliate also wants to move any of the Affiliates in his or her marketing organization, each downline Affiliate must also obtain a properly completed Sponsorship Transfer Form and return it to ValuHub with the \$50.00 change fee (*i.e.*, the transferring Affiliate and each Affiliate in his or her marketing organization multiplied by \$50.00 is the cost to move a ValuHub business.) Downline Affiliates will not be moved with the transferring Affiliate unless all of the requirements of this paragraph are met. Transferring Affiliates must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by ValuHub for processing and **verifying** change requests. In cases wherein the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by an Affiliate, ValuHub reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore,

AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST VALUHUB THAT RELATE TO OR ARISE FROM VALUHUB'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

4.6 - Unauthorized Claims and Actions

4.6.1 - Indemnification

An Affiliate is fully responsible for all of his or her verbal and written statements made regarding ValuHub products, services, and the Marketing and Compensation Plan which are not expressly contained in official ValuHub materials. Affiliates agree to indemnify ValuHub and ValuHub'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 ValuHub as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Affiliate Agreement.

4.6.2 - Income Claims

In their enthusiasm to enroll prospective Affiliates, some Affiliates are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Affiliates may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At ValuHub, we firmly believe that the ValuHub 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 network marketing. While Affiliates may believe it beneficial to provide copies of checks or deposit statements, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact ValuHub as well as the Affiliate making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because ValuHub Affiliates do not have the data necessary to comply with the legal requirements for making income claims, an Affiliate, when presenting or discussing the ValuHub opportunity or Marketing and Compensation Plan to a prospective Affiliate, may not make income projections, income claims, or disclose his or her ValuHub income (including the showing of checks, copies of checks, bank or deposit statements, or tax records).

4.7 - Trade Shows, Expositions and Other Sales Forums

Affiliates may display and/or sell ValuHub products or services at trade shows and professional expositions. Before submitting a deposit to the event promoter, Affiliates must submit a Trade Show Approval Request Form to the Affiliate Services Department for conditional approval, as ValuHub's policy is to authorize only one ValuHub business per event. Final approval will be granted to the first Affiliate who submits the Approval Request Form and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Affiliate Services Department. ValuHub further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or the ValuHub 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 ValuHub wishes to portray.

4.8 - Conflicts of Interest

4.8.1 - Nonsolicitation

ValuHub Affiliates are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, during the term of this Agreement, Affiliates may not directly or indirectly Recruit other ValuHub Affiliates for any other network marketing business. Following the cancellation of an Affiliate's independent Affiliate Agreement, and for a period of six calendar months thereafter, with the exception of an Affiliate who is personally sponsored by the former Affiliate, a former Affiliate may not Recruit any ValuHub Affiliate for another network marketing business. Affiliates and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this nonsolicitation provision would render it wholly ineffective. Therefore, Affiliates and ValuHub agree that this nonsolicitation provision shall apply to all markets in which ValuHub conducts business. The term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another ValuHub Affiliate to enroll or participate

in another multilevel marketing, network marketing or direct sales opportunity. The conduct described in the preceding sentence constitutes recruiting even if the Affiliate's actions are in response to an inquiry made by another Affiliate.

4.8.2 - Sale of Competing Goods or Services

Affiliates must not sell or promote, or attempt to sell or promote, any competing non-ValuHub programs, products or services to ValuHub customers or Affiliates. Any program, product or services in the same generic categories as ValuHub products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

4.8.3 - Affiliate Participation in Other Direct Selling Programs

If an Affiliate is engaged in other non-ValuHub direct selling programs, it is the responsibility of the Affiliate to ensure that his or her ValuHub business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- a) Affiliates shall not display ValuHub promotional material, sales aids, products or services with or in the same location as, any non-ValuHub promotional material or sales aids, products or services.
- b) Affiliates shall not offer the ValuHub opportunity, products or services to prospective or existing customers or Affiliates in conjunction with any non-ValuHub program, opportunity, product or service.
- c) Affiliates may not offer any non-ValuHub opportunity, products, services or opportunity at any ValuHub-related meeting, seminar or convention, or within two hours and a five mile radius of the ValuHub event. If the ValuHub meeting is held telephonically or on the internet, any non-ValuHub meeting must be at least two hours before or after the ValuHub meeting, and on a different conference telephone number or internet web address from the ValuHub meeting.

4.8.4 - Downline Activity (Genealogy) Reports

Downline Activity Reports are available for Affiliate access and viewing at ValuHub's official web site.

Affiliate access to their Downline Activity Reports is password protected. **All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to ValuHub.** Downline Activity Reports are provided to Affiliates in strictest confidence and are made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective Downline Organizations in the development of their ValuHub business. Affiliates should use their Downline Activity Reports to assist, motivate, and train their downline Affiliates. The Affiliate and ValuHub agree that, but for this agreement of confidentiality and nondisclosure, ValuHub would not provide Downline Activity Reports to the Affiliate. An Affiliate 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 Downline Activity Report to any third party;
 - b) Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
 - c) Use the information to compete with ValuHub or for any purpose other than promoting his or her ValuHub business; or
 - d) Recruit or solicit any Affiliate or customer of ValuHub listed on any report, or in any manner attempt to influence or induce any Affiliate or customer of ValuHub, to alter their business relationship with ValuHub.
- Upon demand by the Company, any current or former Affiliate will return the original and all copies of Downline Activity Reports to the Company.

4.10 - Targeting Other Direct Sellers

ValuHub does not condone Affiliates specifically or consciously targeting the sales force of another direct sales company to sell ValuHub products or services, or to become Affiliates for ValuHub, nor does ValuHub condone Affiliates 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 Affiliates 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 an Affiliate alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, ValuHub will not pay any of Affiliate's defense costs or legal fees, nor will ValuHub indemnify the Affiliate for any judgment, award, or settlement.

4.11 - Cross-Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. "Cross sponsoring" is defined as the enrollment of an individual who or entity that already has a current Customer or Affiliate Agreement on file with ValuHub, or who has had such an agreement within the preceding six 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, fictitious ID numbers, any straw-man or other artifice to circumvent this policy is prohibited. Affiliates shall not demean, discredit or defame other ValuHub Affiliates in an attempt to entice another Affiliate to become part of the first Affiliate's marketing organization. This policy shall not prohibit the transfer of a ValuHub business in accordance with Section 4.24. If Cross Sponsoring is discovered, it must be brought to the Company's attention immediately. ValuHub may take disciplinary action against the Affiliate that changed organizations and/or those Affiliates who encouraged or participated in the Cross Sponsoring. ValuHub may also move all or part of the offending Affiliate's downline to his or her original downline organization if the Company deems it equitable and feasible to do so. However, ValuHub is under no obligation to move the Cross Sponsored Affiliate's downline organization, and the ultimate disposition of the organization remains within the sole discretion of ValuHub.

Affiliates waive all claims and causes of action against ValuHub arising from or relating to the disposition of the Cross Sponsored Affiliate's downline organization.

4.12 - Errors or Questions

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Affiliate must notify ValuHub in writing within 60 days of the date of the purported error or incident in question. ValuHub will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

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, Affiliates shall not represent or imply that ValuHub or its Marketing and Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.14 - Identification

All Affiliates are required to provide their Social Security Number or a Federal Employer Identification Number to ValuHub on the Affiliate Application and Agreement. Upon enrollment, the Company will provide a unique Affiliate Identification Number to the Affiliate by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses.

4.15 - Income Taxes

Each Affiliate is responsible for paying local, state and federal taxes on any income generated as an Independent Affiliate. If a ValuHub business is not tax exempt, the Federal tax identification number must be provided to ValuHub. Every year, ValuHub will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident 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.

4.16 - Independent Contractor Status

Affiliates are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between ValuHub and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. Affiliates shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (expressed or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies and Procedures, and applicable laws. The name of ValuHub and other names as may be adopted by ValuHub are proprietary trade names, trademarks and service marks of ValuHub. As such, these marks are of great value to ValuHub and are supplied to Affiliates for their use only in an expressly authorized

manner. Use of the ValuHub or Savings Party name on any item not produced by, or specifically approved by, the Company is prohibited except as follows:

Affiliate's Name

Independent ValuHub Affiliate

Independent Savings Party Affiliate

All Affiliates may list themselves as an "Independent ValuHub Affiliate" or "Independent Savings Party Affiliate" in the white or yellow pages of the telephone directory under their own name. No Affiliate may place telephone directory display ads using ValuHub's name or logo. Affiliates may not answer the telephone by saying "ValuHub", "ValuHub Incorporated", "Savings Party", "SavingsParty.com" or in any other manner that would lead the caller to believe that he or she has reached corporate offices of ValuHub.

4.17 - 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.

4.18 - International Marketing

Because of critical legal and tax considerations, ValuHub must limit the resale of ValuHub products and services, and the presentation of the ValuHub business to prospective customers and Affiliates located within the United States and U.S. Territories and those other countries that the Company has announced are officially opened for business. Moreover, allowing a few Affiliates to conduct business in markets not yet opened by ValuHub would violate the concept of affording every Affiliate the equal opportunity to expand internationally. Accordingly, Affiliates are authorized to sell ValuHub products and services, and enroll Affiliates only in the countries in which ValuHub is authorized to conduct business, as announced in official Company literature. ValuHub products or sales aids cannot be shipped into or sold in any foreign country. Affiliates may sell, give, transfer, or distribute ValuHub products, services, or sales aids only in their home country. In addition, no Affiliate may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or Affiliates; or (c) conduct any other activity for the purpose of selling ValuHub products or services, establishing a marketing organization, or promoting the ValuHub opportunity.

4.19 - Adherence to Laws and Ordinances

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

4.20 - Minors

A person who is recognized as a minor in his/her state of residence may not be a ValuHub Affiliate. Affiliates shall not enroll or recruit minors into the ValuHub program.

4.21 - One ValuHub Business Per Affiliate

An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one ValuHub business. Subject to the spousal exemption, no individual may have, operate or receive compensation from more than one ValuHub business. Husbands and wives or common-law couples (collectively "spouses") who wish to become ValuHub Affiliates may either be jointly sponsored as one ValuHub business or each may enroll separately and operate their own ValuHub business.

4.22 - Actions of Household Members or Affiliated Individuals

If any member of an Affiliate's immediate household engages in any activity which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and ValuHub may take disciplinary action pursuant to the Statement of Policies against the Affiliate. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and ValuHub may take disciplinary action against the entity.

4.23 - Requests for Records

Any request from an Affiliate for copies of invoices, applications, downline activity reports, or other records will require a fee of \$10.00 for the first page and \$1.00 for each subsequent page for each individually requested document. This fee covers the expense of mailing and time required to research files and make copies of the records.

4.24 - Sale, Transfer or Assignment of ValuHub Business

Although a ValuHub business is a privately owned, independently operated business, the sale, transfer or assignment of a ValuHub business is subject to certain limitations. If an Affiliate wishes to sell his or her ValuHub business, the following criteria must be met:

- a) Protection of the existing line of sponsorship must always be maintained so that the ValuHub business continues to be operated in that line of sponsorship.
- b) The buyer or transferee must become a qualified ValuHub Affiliate. If the buyer is an active ValuHub Affiliate, he or she must first terminate or sell his or her ValuHub business before acquiring any interest in a different ValuHub business.
- c) Before the sale, transfer or assignment can be finalized and approved by ValuHub, any debt obligations the selling Affiliate has with ValuHub must be satisfied.
- d) The selling Affiliate must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a ValuHub business.

Prior to selling a ValuHub business, the selling Affiliate must notify ValuHub's Affiliate Services Department of his or her intent to sell the ValuHub business. No changes in line of sponsorship can result from the sale or transfer of a ValuHub business.

4.25 - Separation of a ValuHub Business

ValuHub Affiliates sometimes operate their ValuHub businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Affiliates and the Company in a timely fashion, ValuHub will involuntarily terminate the Affiliate Agreement. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- a) One of the parties may, with consent of the other(s), operate the ValuHub business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize ValuHub to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- b) The parties may continue to operate the ValuHub business jointly on a "business-as usual" basis, whereupon all compensation paid by ValuHub will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will ValuHub split commission and bonus checks between divorcing spouses or members of dissolving entities. ValuHub will recognize only one Downline Organization and will issue only one commission check per ValuHub business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely

fashion as determined by the Company, the Affiliate Agreement shall be involuntarily canceled. If a former spouse has completely relinquished all rights in the original ValuHub business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an Affiliate. In either case however, the former spouse or business affiliate shall have no rights to any Affiliates in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Affiliate.

4.26 - Sponsoring

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

4.27 - Succession

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

- a) Contact the Affiliate Services Department to initiate the transfer process;
- b) Execute and submit a hard copy Affiliate Agreement (in triplicate) with the \$25.00 processing fee;
- c) Comply with terms and provisions of the Agreement; and
- d) Meet all of the qualifications for the deceased Affiliate's status.

Bonuses and commissions of a ValuHub business transferred pursuant to this section will be paid in a single payment jointly to the devisees. The devisees must provide ValuHub with an "address of record" to which all bonus and commissions will be sent. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal taxpayer Identification number. ValuHub will issue all bonus and commission checks and one 1099 to the business entity.

4.30.1 - Transfer Upon Death of an Affiliate

To effect a testamentary transfer of a ValuHub business, the successor must provide the following to ValuHub: (1) an original death certificate; (2) a notarized copy of the will or other instrument establishing the successor's right to the ValuHub business; and (3) a completed and executed hard copy Affiliate Agreement (in triplicate) with the \$25.00 processing fee.

4.30.2 - Transfer Upon Incapacitation of an Affiliate

To effectuate a transfer of a ValuHub business because of incapacity, the successor must provide the following to ValuHub: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the ValuHub business; and (3) a completed hard copy Affiliate Agreement (in triplicate with the \$25.00 processing fee) executed by the trustee.

4.31 - Telemarketing Techniques

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. Although ValuHub does not consider Affiliates to be "telemarketers" in the traditional sense of the word, these government 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, Affiliates must not engage in telemarketing in the operation of their ValuHub businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a ValuHub product or service, or to recruit them for the ValuHub opportunity. "Cold calls" made to prospective customers or

Affiliates that promote either ValuHub's products or services or the ValuHub opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Affiliate (a "prospect") is permissible under the following situations:

- a) If the Affiliate has an established business relationship with the prospect. An "established business relationship" is a relationship between an Affiliate and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- b) The prospect's personal inquiry or application regarding a product or service offered by the Affiliate, within the three (3) months immediately preceding the date of such a call.
- c) If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.
- d) You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in "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, Affiliates shall not use automatic telephone dialing systems relative to the operation of their ValuHub 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 AFFILIATES

5.1 - Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, and commission checks, it is critically important that ValuHub's files are current. Affiliates planning to change their physical address must update their contact information in the ValuHub Affiliate Back Office. To guarantee proper delivery, two weeks advance notice must be provided to ValuHub on all changes. Affiliates planning to change their email address must contact ValuHub directly to initiate the email address change. Due to programming limitations and the fact that each person may only have one ValuHub business, each email address must be unique within the ValuHub database, and thus changes must be done by the site administrator.

5.2 - Continuing Development Obligations

5.2.1 - Ongoing Training

Any Affiliate who sponsors another Affiliate into ValuHub must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her ValuHub business. Affiliates must have ongoing contact and communication with the Affiliates 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 the accompaniment of downline Affiliates to ValuHub meetings, training sessions, teleconferences, and other functions. Upline Affiliates are also responsible to motivate and train new Affiliates in ValuHub product and service knowledge, effective sales techniques, the ValuHub Marketing and Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline Affiliates must not, however, violate Section 4.2 (regarding the development of Affiliate-produced sales aids and promotional materials). Affiliates should monitor the Affiliates in their Downline Organizations to guard against downline Affiliates making improper product or business claims, or engaging in any illegal or inappropriate conduct.

5.2.2 - Increased Training Responsibilities

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

5.2.3 - Ongoing Sales Responsibilities

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

5.3 - Nondisparagement

ValuHub wants to provide its independent Affiliates with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Affiliate Services Department. Remember, to best serve you, we must hear from you! While ValuHub welcomes constructive input, negative comments and remarks made in the field by Affiliates about the Company, its products and services, or compensation plan serve no purpose other than to sour the enthusiasm of other ValuHub Affiliates. For this reason, and to set the proper example for their downline, Affiliates must not disparage, demean, or make negative remarks about ValuHub, other ValuHub Affiliates, ValuHub's products and services, the Marketing and Compensation plan, or ValuHub's directors, officers, or employees.

5.4 - Providing Documentation to Applicants

Affiliates must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Affiliates before the applicant signs an Affiliate Agreement. Additional copies of Policies and Procedures can be downloaded from ValuHub's website.

5.5 - Reporting Policy Violations

Affiliates observing a Policy violation by another Affiliate should submit a written report of the violation directly to the attention of the ValuHub 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 and Service Sales

The ValuHub Marketing and Compensation Plan is based on the sale of ValuHub products and services to end consumers. An Affiliate's purchase of a ValuHub product or service is entirely optional. Affiliates must meet responsibilities set forth in the Affiliate Agreement to be eligible for bonuses, commissions and advancement to higher levels of achievement. ValuHub values and appreciates all work by its Affiliates and does not have sales requirements. Rather, ValuHub pays commissions starting with the Affiliate's very first sale. The only requirements that must be met for sales will occur when ValuHub holds contests for additional bonuses to be paid over and above the basic pay plan.

6.2 - No Territory Restrictions

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

6.3 - Sales Receipts

Sales receipts will be provided electronically to all customers and a record of each personally sponsored sale will be provided to Affiliates upon completion of each sale.

SECTION 7 - BONUSES AND COMMISSIONS

7.1 - Bonus and Commission Qualifications

An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement, ValuHub shall pay commissions to such Affiliate in accordance with the Marketing and Compensation plan. There is no minimum amount required in order for ValuHub to issue a commission payment.

7.2 - Adjustment to Bonuses and Commissions

Affiliates receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product or service purchase is refunded by ValuHub or is repurchased by the Company, or a service is cancelled, the bonuses and commissions attributable to the returned, repurchased, or cancelled products or services will be deducted in the week in which the event took place, and continuing every pay period thereafter until the commission is recovered, from the Affiliates who received bonuses and commissions on the sales of the refunded products or services.

7.3 - Reports

All information provided by ValuHub in online or telephonic downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; cancelled services; credit card and electronic check charge-backs; the information is not guaranteed by ValuHub or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, VALUHUB AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY AFFILIATE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF VALUHUB 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, VALUHUB 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 ValuHub's online and telephone 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 ValuHub's online and telephone reporting services and your reliance upon the information.

SECTION 8 - PRODUCT AND SERVICE RETURNS

8.1 - Product and Service Return policy

ValuHub does not offer any refund, return, or money-back guarantee. If, for any reason, a retail customer is dissatisfied with any ValuHub product or service, the retail customer shall contact the Affiliate that sold the products or services.

SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 - Disciplinary Sanctions

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

- Issuance of a written warning or admonition;
- Requiring the Affiliate to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- ValuHub may withhold from an Affiliate all or part of the Affiliate's bonuses and commissions during the period that ValuHub is investigating any conduct allegedly violative of the Agreement. If an Affiliate's

business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;

- Suspension of the individual's Affiliate Agreement for one or more pay periods;
- Involuntary termination of the offender's Affiliate Agreement;
- Suspension and/or termination of the offending Affiliate's ValuHub website or website access;
- Any other measure expressly allowed within any provision of the Agreement or which ValuHub deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's policy violation or contractual breach; In situations deemed appropriate by ValuHub, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2 - Grievances and Complaints

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective ValuHub businesses, the complaining Affiliate 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 involves interpretation or violation of Company policy, it must be reported in writing to the Affiliate Services Department at the Company. The Affiliate Services Department will review the facts and attempt to resolve it. If it is not resolved, it will be referred to the Dispute Resolution Board for final review and determination.

9.3 - Dispute Resolution Board

The purpose of the Dispute Resolution Board is to: (1) review appeals of disciplinary Sanctions; and (2) review matters between ValuHub Affiliates. After the response or settlement instituted by Affiliate Services has been denied or otherwise remains unresolved, the Dispute Resolution Board reviews evidence, deliberates, and responds to current outstanding issues on a collective basis. An Affiliate may submit a written request for a telephonic or in-person hearing within seven business days from the date of: (1) the written notice by ValuHub of disciplinary action; or (2) the written decision of Affiliate Services regarding disputes between Affiliates. All communication with ValuHub and the Affiliate seeking resolution of a dispute must be in writing. It is within the DRB's discretion whether a claim is accepted for review. If the DRB agrees to review the matter, it shall schedule a hearing within 30 days of receipt of the Affiliate's written request. All evidence (e.g., documents, exhibits, etc.) that an Affiliate desires to have considered by the DRB must be submitted to ValuHub no later than seven business days before the date of the hearing. The Affiliate shall bear all of the expenses related to his or her attendance and the attendance of any witnesses he or she desires to be present at the hearing. The decision of the Dispute Resolution Board will be final and subject to no further review. During the pendency of the claim before the DRB, the Affiliate waives his or her right to pursue arbitration or any other remedy. Following issuance of a sanction, the disciplined Affiliate may appeal the sanction to the Dispute Resolution Board ("DRB"). Affiliate's appeal must be in writing and received by the Company within 15 days from the date of ValuHub's cancellation notice. If the appeal is not received by ValuHub within the 15 day period, the sanction will be final. The Affiliate must submit all supporting documentation with his or her appeal correspondence. If the Affiliate files a timely appeal of cancellation, the DRB will review and reconsider the cancellation, consider any other appropriate action, and notify the Affiliate in writing of its decision.

9.4 - Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the City of Rochester, Minnesota and shall last no more than two business days.

9.5 - Arbitration

If mediation is unsuccessful, **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. Affiliates waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Rochester, Minnesota. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. 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. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement. Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent ValuHub 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 ValuHub'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.

9.6 - Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Olmsted County, State of Minnesota. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Minnesota shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in Section 9.5, residents of the State of Louisiana shall be entitled to bring an action against ValuHub in their home forum and pursuant to Louisiana law.

SECTION 10 - PAYMENT AND SHIPPING

10.1 - Returned Checks

All checks returned by an Affiliate's bank for insufficient funds will be re-submitted for payment. A \$25.00 returned check fee will be charged to the account of the Affiliate. After receiving a returned check from a customer or an Affiliate, *all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to ValuHub by an Affiliate for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.*

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

Affiliates shall not permit other Affiliates or customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company. Exceptions to this policy require written permission from the Company.

10.3 - Sales Taxes

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

SECTION 11 - INACTIVITY, RECLASSIFICATION & CANCELLATION

11.1 - Effect of Cancellation

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, ValuHub shall pay commissions to such Affiliate in accordance with the Marketing and Compensation Plan. An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an Affiliate's non-renewal of his or her Affiliate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Affiliate Agreement (all of these methods are collectively referred to as "cancellation"), the former Affiliate shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization.

An Affiliate whose business is cancelled will lose all rights as an Affiliate. This includes the right to sell ValuHub products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Affiliate's former downline sales organization. In the event of cancellation, Affiliates agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following an Affiliate's cancellation of his or her Affiliate Agreement, the former Affiliate shall not hold himself or herself out as a ValuHub Affiliate and shall not have the right to sell ValuHub products or services. An Affiliate whose Affiliate Agreement is canceled shall receive commissions 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).

11.2 - Cancellation Due to Inactivity

If an Affiliate has not earned a commission for six consecutive months (and thus become "inactive"), his or her Affiliate Agreement may be canceled for inactivity.

11.2.1 - Reclassification Following Cancellation Due to Inactivity

If an Affiliate does not earn a commission or bonus for six consecutive months, his or her Affiliate Agreement may be cancelled for inactivity. If he or she is a subscriber to any of the Company's products or services, the Customer Agreement shall remain in force and the former Affiliate may be reclassified as a customer only. Cancellation and/or reclassification is done at the sole discretion of ValuHub.

11.3 - Involuntary Cancellation

An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by ValuHub in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary cancellation of his or her Affiliate Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier, to the Affiliate's last known address (or fax number), or to his/her attorney, or when the Affiliate receives actual notice of cancellation, whichever occurs first. ValuHub reserves the right to terminate all Affiliate 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 and services via direct selling.

11.4 - Voluntary Cancellation

A participant in this network marketing 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 Affiliate's signature, printed name, address, and Affiliate I.D. Number. If an Affiliate is also a ValuHub customer, the Affiliate's Customer Agreement shall continue in force unless the Affiliate also specifically requests that his or her Customer Agreement also be canceled.

11.5 - Non-renewal

An Affiliate may also voluntarily cancel his or her Affiliate Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew an Affiliate's Agreement upon its anniversary date.

SECTION 12 - DEFINITIONS

Active Customer — A Customer who purchases ValuHub products or services and whose account is current.

Affiliate — An individual or business entity that is participating in the ValuHub Business Opportunity and is eligible to receive commissions and/or bonuses as stated in the ValuHub Marketing and Compensation Plan.

Agreement — The contract between the Company and each Affiliate includes the Affiliate Application and Agreement, the ValuHub Policies and Procedures, the ValuHub Marketing and Compensation Plan, and the Business Entity Form (where appropriate), all in their current form and as amended by ValuHub in its sole discretion. These documents are collectively referred to as the “Agreement.”

Bonus Period — A Company determined start and end date that defines each period that bonus will be paid to Affiliates.

Breakage — Any bonus or commissions that are left unpaid due to the ineligibility of a Customer or Affiliate to qualify for that type of bonus or commission.

Business Center — An Affiliate may only participate in one position or "Business Center" in the Matrix Genealogy.

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

Compression — A function of the matrix Genealogy. Compression benefits all active Affiliates within the matrix. When the matrix is compressed, active enrollees are shifted upward within the matrix in order to remove empty positions within the matrix due to cancellation of accounts.

Downline Activity Report — A report generated by ValuHub that provides critical data relating to the identities of Affiliates, sales information, and enrollment activity of each Affiliate’s Marketing Organization. This report contains confidential and trade secret information which is proprietary to ValuHub.

Downline Leg — Each one of the individuals enrolled immediately underneath you and their respective marketing organizations represents one “leg” in your marketing organization.

Enroll — The act of an Affiliate selling to a new Customer or Affiliate.

Founder — An Affiliate who has paid the appropriate fee as stated on the SavingsParty.com website. The number of Founders is limited by the Company and will not be available to future Affiliates once the limit has been reached.

Genealogy — The Company's overall structure that indicates how and where Customers and Affiliates are placed in respect to one another and in respect to the Company within the matrix.

Group Sales Volume — The commissionable value of ValuHub products or services sold by an Affiliate’s Marketing Organization.

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

Level — The layers of downline Affiliates and Customers in a particular Affiliate’s Marketing Organization. This term refers to the relationship of an Affiliate relative to a particular upline Affiliate, determined by the number of Affiliates 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 Affiliates and Customers located within the commission eligibility range of and located below a particular Affiliate in the matrix.

Official ValuHub Material — Literature, audios or videos, and other materials developed and distributed by ValuHub to Affiliates.

Personal Sales Volume (PSV) — The commissionable value of services and products sold to Affiliates or Customers by a specific Sponsor.

Presenter — An Affiliate who has agreed to actively present the ValuHub products and services at public and private meetings and parties with the goal of recruiting Customers and Affiliates.

Recruit — For purposes of ValuHub’s Conflict of Interest Policy (Section 4.8), the term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another ValuHub Affiliate to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. Except in California, the conduct

described above constitutes recruiting even if the Affiliate's actions are in response to an inquiry made by another Affiliate.

Resalable — Products and sales aids shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to ValuHub within one year from the date of purchase; 5) the product contains current ValuHub 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 ValuHub products or services from an Affiliate but who is not a qualified participant in the ValuHub Compensation Plan.

Retail Sales — Sales to a Retail Customer.

Sponsor — An Affiliate who enrolls another Affiliate or Customer into the Company, and is listed as the Sponsor on the Affiliate Application and Agreement.

Sponsored Customers — personally sponsored Retail Customers and personal purchases for a Subscription Product in the commission period.

Subscription — A Company offered service that has an expiration date. Upon the expiration date, the customer no longer has access to the service until a subscription payment is received.

Qualification Period — A period of time defined by the Company in which the Affiliate must achieve or maintain a defined number of sales or a defined sales Volume in order to qualify to earn bonus commissions for the respective commission period. This is primarily used for periodic contests and bonuses.

Upline — The Affiliate or Affiliates above a particular Affiliate in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Affiliate to the Company.

Volume — The commissionable value of ValuHub services and products sold.

-- End of Policies and Procedures --

COMPENSATION PLAN

A) Definitions

This document will use the definitions as set forth in the ValuHub Policies and Procedures.

B) Eligibility

ValuHub offers commissions eligibility to all active Affiliates. There only requirement necessary to earn commissions is to make a sale of a commissionable products or services.

Grace Periods:

There are no grace periods for qualification purposes in this compensation plan.

C) Commission Types

1) Matrix Commissions (Paid by request)

An Affiliate is paid a percentage of the total PV on up to 5 compressed levels in the Affiliate's downline in the Matrix Genealogy. Compression will occur if an Affiliate or Customer position within the matrix has been canceled. When compression occurs, the immediate upline Affiliate will earn commission on this adjusted Matrix organization. Unqualified Affiliates will be treated as Customers and any Volume they create will pay upwards within the matrix. These adjustments to the Matrix are for pay purposes only and do not affect the normal Genealogy. Only Compression of canceled accounts affects the structure of the Genealogy.

- Matrix Commissions are paid on request. Allow 5 business days for processing.
- All negative commissionable volumes (due to cancellations, etc) roll up in the Matrix.
- All commissions are based on sales Volume only.

2) Bonus (Paid as announced)

From time-to-time the Company may offer Bonus incentives. Bonuses will be paid out of an account of accrued funds due to Breakage. These bonuses will be based on certain sales criteria and for certain time periods as will be announced by the Company. The types of Bonus compensation and how and when the Bonuses are paid out will vary from Bonus Period to Bonus Period. Bonuses may include but are not limited to:

- A) Monthly Sales Incentive
- B) Weekly Sales Incentive
- C) Bonus Car Incentive
- D) Vacation/Trip Incentive

D) Payout Processing Fee/Minimum Payout Amount

There is a \$5 minimum payout amount required for a commission payment to be initiated. Commissions for eligible sales volume are distributed as requested by individual Affiliates. The company does charge a payout processing fee, not to exceed \$3 if the payout is less than \$100. The processing fee is waived for all commission payments in excess of \$100.

-- End of Compensation Plan --