

RadiónInt.,LLC

POLICIES & PROCEDURES

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CODE OF ETHICS

Radien, Int. LLC (“Radien” or “The Company”) is a value based company and pride ourselves on the quality and character of our Brand Partners. The following Code of Ethics helps ensure a uniform standard of excellence throughout our organization. Every Radien Brand Partner is expected to practice the following ethical behavior when acting in the name of the Company.

Each behavior part of the Code of Ethics is material to the Agreement.

- . I will actively work to establish and maintain a retail customer base.
- . I will be respectful of every person I meet while operating my Radien related distributorship.
- . At all times I will conduct myself and my business in an ethical, moral, and finically sound manner.
- . I will not engage in activities that may bring disrepute to Radien, any corporate officer, employee, myself or other Brand Partner.
- . I will not make discouraging or disparaging claims towards other Radien Brand Partner. I will ensure that in all Radien business dealings I will refrain from engaging in negative language and defamatory statements.
- . I will be truthful in my representation of Radien products and make no claims regarding any health benefits of Radien Products that may violate the law.
- . I will provide support and encouragement to my Customers to ensure that their experience with Radien is a successful one and will clearly state all terms of sale.
- . I will provide follow-up services and support to my downline as is reasonably necessary to assist them in building a retail customer base and a downline organization.
- . I will correctly represent the Compensation Plan and the income potential represented therein. I understand I may not use my own income as an indication of others’ potential success, or use compensation earnings as marking material.
- . I shall make person or telephone contact with potential applicants and Customer in a reasonable manner and during reasonable hours to avoid intrusiveness.
- . When making sales presentations, I shall discontinue it immediately upon the request of the recipient.
- . I shall take appropriate steps to protect private information of the Customers and downline.
- . I shall not abuse the trust my retail Customers and downline place in me, nor shall I exploit their age, illness, lack of understanding or unfamiliarity with language.
- . I will abide by all of Radien’s Policies and Procedures





RADIEN INT. LLC.

STATEMENT OF POLICIES AND PROCEDURES

SECTION 1 — INTRODUCTION

1.1 — Policies and Compensation Plan Incorporated into the Brand Partner Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Radien, Inc. (hereafter “Radien” or the “Company”), are incorporated into, and form an integral part of, the Radien Brand Partner Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Radien Brand Partner Agreement, these Policies and Procedures, and the Radien Marketing and Compensation Plan. These documents are incorporated by reference into the Radien Brand Partner Agreement (all in their current form and as amended by Radien). It is the responsibility of each Brand Partner (hereafter “Brand Partner” or “Distributor”) 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 a new Brand Partner begins the enrollment process he or she will have access to the Policies & Procedures and the Compensation Plan prior to the completion of the enrollment process. By clicking on the agreement key he or she is agreeing to abide by the terms and conditions of those documents as a Brand Partner.

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

1.2 — Purpose of Policies

Radien is a direct sales company that markets products through Independent Brand Partners. It is important to understand that your success and the success of your fellow Brand Partners is dependent upon the integrity of the men and women who market our products. To clearly define the relationship that exists between Brand Partners and Radien, and to explicitly set a standard for acceptable business conduct, Radien has established the Agreement.

Radien Brand Partners are required to comply with all of the Terms and Conditions set forth in the Agreement which Radien may amend at its sole discretion from time to time, as well as all federal, state, provincial, territorial, and local laws governing their Radien 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 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 anyone in your upline or Radien Compliance at (compliance@radienint.com).

1.3 — Changes to the Agreement

Because federal, state, provincial, territorial and local laws, as well as the business environment, periodically change, Radien reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By completing the online Brand Partner Agreement, a Brand Partner agrees to abide by all amendments or modifications





that Radien elects to make. Amendments shall be effective upon notice to all Brand Partners that the Agreement has been modified. Notification of amendments shall be published in official Radien materials. The Company shall provide or make available to all Brand Partners a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official web site; (2) electronic mail (e-mail); (3) voice mail system broadcast; (4) inclusion in Company periodicals; (5) inclusion in product orders or bonus checks; or (7) special mailings. The continuation of a Brand Partner's Radien business or a Brand Partner's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.4 — Delays

Radien 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.

1.5 — Policies and Provisions Severable

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

1.6 — 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 Brand Partner or a Radien business. No failure of Radien to exercise any right or power under the Agreement or to insist upon strict compliance by a Brand Partner 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 Radien's right to demand exact compliance with the Agreement. Waiver by Radien can be affected only in writing by an authorized officer of the Company. Radien's waiver of any particular breach by a Brand Partner, or Radien's waiver of any particular provision of the Brand Partner Agreement or these Policies and Procedures, shall not affect or impair Radien's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Associate. Nor shall any delay or omission by Radien to exercise any right arising from a breach affect or impair Radien's rights as to that or any subsequent breach.

The existence of any claim or cause of action of an Associate against Radien, Inc. shall not constitute a defense to Radien's enforcement of any term or provision of the Agreement.

1.7 — Limitation of Liability

To the extent permitted by law, Brand Partners agree that Radien, its parent companies, directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred to as "affiliates") shall not be liable for





and Brand Partners release Radien and its affiliates from, and waive all claims for, any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by an Associate as a result of:

- (a) The Brand Partner's breach of the Brand Partner Agreement (including these Policies and Procedures);
- (b) The improper promotion or operation of a Radien business by a Brand Partner and any activities related thereto (e.g., the presentation of Radien, Radien's products or Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.);
- (c) Any incorrect or wrong data or information provided by a Brand Partner to Radien; or,
- (d) The Brand Partner's failure to provide any information or data necessary for Radien to operate its business.

SECTION 2 — BECOMING A BRAND PARTNER

2.1 — Requirements to Become a Brand Partner

To become a Radien Brand Partner, each applicant must:

- a) Be of the age of majority in his or her state of residence;
- b) Reside in a country that Radien has officially opened for the distribution of its products and services;
- c) Have a valid Social Security or Federal Tax ID number;
- d) Subscribe to a Radien replicated web site (not applicable in North Dakota); and
- e) Enroll online
- f) When enrolling, the First and Last name field must contain the first and last name of the Brand Partner who is enrolling. If enrolling a business, the first and last name of the person responsible for the business must be entered. It is not acceptable to enter the business name in the first and last name fields. If entering a business name in the United States, the business must be registered with the IRS with an EIN.

The Company reserves the right to reject any applications for a new Brand Partner or applications for renewal.

2.2. – NO PRODUCT PURCHASE REQUIRED

Unless otherwise prohibited by law, the only purchase required is to enroll and maintain a Radien Brand Partner Distributorship are the cost of Enrollment, and the annual renewal fee. Product purchases are not required.

2.3 – No Territory Restrictions

There are no exclusive territories granted to an Radien Brand Partner. Brand Partners may conduct their distributor business in any country that the Company has announced to be officially opened.



2.4 — Brand Partner Benefits

Once a Brand Partner Application has been accepted by Radien, the benefits of the Marketing and Compensation Plan and the Brand Partner Agreement are available to the new Distributor. These benefits include the right to:

- a) Purchase Radien products at the Brand Partner price;
- b) Retail Radien products and profit from these sales;
- c) Participate in the Radien Marketing and Compensation Plan (receive bonuses and commissions, if eligible);
- d) Enroll other individuals as Brand Partners into the Radien business and thereby, build a marketing organization and progress through the Radien Marketing and Compensation Plan;
- e) Receive periodic Radien literature and other Radien communications;
- f) Participate in Radien-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- g) Participate in promotional and incentive contests and programs sponsored by Radien for its Brand Partners.

SECTION 3 — OPERATING A RADIEN BUSINESS

3.1 — Adherence to the Radien Marketing and Compensation Plan

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

3.2 - Term and Renewal of a Brand Partner Distributor Business

The term of the Brand Partner Agreement is one year from the date of its acceptance by Radien. The Brand Partner Agreement will be automatically renewed each year by paying the annual renewal fee before, on or within 30-days following the anniversary date of the Agreement. If the renewal fee is not paid within 30-days after the expiration of the current term of the Agreement, the Agreement will be cancelled. The purpose of the renewal fee is to support Brand Partners by providing them with materials and information on the company's product, programs, Policies & Procedures, and relevant information as well as access to the website backoffice. The renewal fee may be deducted



from the Brand Partner's bonuses for the anniversary month of his or her Agreement or, if the Brand Partner has accrued insufficient bonuses at such time, charged to the Distributor's credit card on file with the Company.

3.3 - Photograph and Image Release

By executing the Agreement, each Brand Partner grants to the Company and its affiliates and agents the absolute, perpetual and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes his or her name, photograph, likeness, voice testimony, biographical information, image and other information related to a Brand Partner's business with the Company (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions) audio and videotapes in the Internet or on other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. Each Brand Partner waives any right to inspect or approve any Publicity Materials including or accompanying his or her Likeness. Each Brand Partner further releases the Company from any liability or obligation that may arise as the result of the use of his or her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander). A Brand Partner may withdraw his or her authorization or any use of his or her Likeness that has not already been publicized by providing written notice to the company by email directed to: (compliance@radienint.com). Each Brand Partner agrees that any information given by a Brand Partner, including his or her testimonial, is true and accurate. This subsection shall survive the termination of the Agreement.

4 — Advertising

4.1 - In General

All Brand Partners shall safeguard and promote the good reputation of Radien and its products. The marketing and promotion of Radien the Radien opportunity, the Marketing and Compensation Plan, and Radien products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and the tremendous opportunity Radien offers, Brand Partners must use the sales aids and support materials produced by Radien. The rationale behind this requirement is simple. Radien, Int. has carefully designed its products, product labels, Marketing and Compensation Plan, and promotional materials to ensure that each aspect of Radien is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal, state, and provincial laws. If Radien Brand Partners were allowed to develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting a Radien business is almost certain. These violations, although they may be relatively few-in-number, would jeopardize the Radien opportunity for all Brand partners. Accordingly, Brand Partners must submit all written sales aids, promotional materials, advertisements, and other literature (including proposed Internet advertising) to the Company for approval. Unless the Brand Partner receives specific written approval to use the material, the request shall be deemed denied.





4.2 – Spamming and Unsolicited Faxes

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

4.3 – Telemarketing

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

Therefore, Brand Partners must not engage in telemarketing relative to the operation of their Radien businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Radien product or service, or to recruit them for the Radien opportunity. “Cold calls” made to prospective customers or Brand Partner that promote either Radien's products or services or the Radien opportunity constitute telemarketing and are prohibited.

Notwithstanding the foregoing, a Brand Partner may place telephone call(s) to a prospective customer or Brand Partner (a “prospect”) under the following limited situations:

- a) If the Brand Partner has an established business relationship with the prospect. An “established business relationship” is a relationship between a Brand Partner and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Brand Partner, or a financial transaction between the prospect and the Brand Partner, 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 Brand Partner, within the three (3) months immediately preceding the date of such a call.



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c) If the Brand Partner receives written and signed permission from the prospect authorizing the Brand Partner to call. The authorization must specify the telephone number(s) which the Brand Partner is authorized to call.

d) Brand Partners may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom a Brand Partner has at least a recent first-hand relationship (i.e., the Brand Partner recently personally met him or her). Bear in mind, however, that if a Brand Partner makes a habit of “card collecting” everyone he or she meets and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if Brand Partners engage in calling “acquaintances,” the Brand Partner must make such calls on an occasional basis only and not as a routine practice.

In addition, Brand Partners shall not use automatic telephone dialing systems relative to the operation of their Radien 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.

4.4 - Spam Linking

Spam linking is defined as a multiple consecutive submission of the same or similar content into blogs, wikis, guest books, website or other publicly accessible online discussion boards or forums and is not permitted. This includes blog spamming, blog comment spamming or spamdexing. Any comment Associates make on blogs, forums, guestbooks, etc. must be unique information and relevant.

4.5 – Brand Partner Web Sites

If an Associate 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. Alternatively, Associates may develop their own web pages, however, any Associate 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. Brand Partner may independently design a website that uses the names, logos, or product descriptions of Radien without the Company’s prior written consent. Nor may an Associate use “blind” ads on the Internet that makes product or income claims which are ultimately associated with Radien products, the Radien opportunity, or the Radien Compensation Plan. The use of any other Internet website or web page (including without limitation auction sites such as but not limited to eBay, Craigslist, Amazon, to in any way promote the sale of Radien products, the Radien opportunity, or the Compensation

4.6 - Domain Names and Email Addresses

Brand Partners are not permitted to use or register Radien or any Radien trademarks, product names, or a derivative, for any internet domain names, email address, social networking profile, or online aliases. Additionally, Brand Partners cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive in that they may cause individuals to believe or assume that the communication is from, or is the property of Radien Marketing. Examples of the improper use of ‘Radien’ are, but are not limited to: Radienlyyours@”,” Whyradien.com.”,” Facebook.com.” “Radienfan”, etc., nor may Associates show up as the sender of an email (ex. Radien@).



Radien will not allow the use of its trade names, trademark, service mark, designs, or copyrighted materials (collectively “Proprietary Marks”) by Brand Partners, except as expressly set forth in the Agreement. As such, these Proprietary Marks are of great value to Radien and are supplied to Associates for their use only as expressly authorized in this Agreement. Any right to use the Company’s Proprietary Marks by a Brand Partner is non-exclusive, and that the Company has the right and sole discretion to grant others the right to use such Proprietary Marks. Any and all goodwill associated with the Proprietary marks (including goodwill arising from A Brand Partner’s use) inures directly and exclusively to the benefit of the Company and is the property of the Company. On expiration or termination of the Agreement, no monetary amount shall be attributed to any goodwill associated with any Brand Partner’s use of the Proprietary Marks.

4.7 - Media and Media Inquiries

Brand Partner distributors must not attempt to respond to media inquiries regarding Radien, its products, or their independent Radien business. All inquiries by any type of media must be immediately referred to Radien’s Marketing Department at (marketing@radientint.com). This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

4.8 - Advertising Templates and Approval

Brand Partners may only advertise or promote their Radien business using approved tools, templates, ads, or images acquired through their backoffice when available. Any designs or images in any Brand Partner’s backoffice are the exclusive property of Radien and are to be used strictly in the format provided. Unauthorized or altered use of these designs and/or images contained therein is a direct violation of the copyright laws and can lead to prosecution and/or termination of a Brand Partners distributorship. If Brand Partners are planning to create their own ads or marketing materials those materials must be submitted to the Compliance Department (compliance@radientint.com) for approval prior to their release to the public. There may be exceptional cases in which new ideas for advertising/promotional material will be considered for future projects. These new ideas must be submitted to the Compliance Department for review. No Brand Partner should anticipate that approval will be granted for any material submitted or review.

4.9 - Radien Replicated Websites

Radien maintains an official corporate website and various marketing websites. Independent Brand Partners are permitted to advertise on the internet only through the Radien provided marketing websites. Brand Partners are permitted to enter their own contact information on these sites as they directly link to the Company websites, giving the Brand Partner a professional and company-approved presence on the internet. Only these may be used by Brand Partners. No Brand Partner may independently design a website that uses the trademarked names, logos, or product descriptions of the Company, nor may Brand Partners use “blind” ads on the internet that make product or income claims which are ultimately associated with Radien or Radien products.





4.10 - Blogging

Brand Partners are permitted one external blog to personalize their Radien business and/or promote the distributor opportunity. A Brand Partner who wishes to develop an external blog must do the following;

- Submit for approval the blog content to the Compliance Department (compliance@radienint.com). Blogs must be approved prior to going live. Approval may take 2-4 weeks, depending on content.
- Adhere to the branding and image usage policies described in this document.
- Agree to modify the site with current or future policies.
- Agree to remove all references to Radien from the registered site within no more than 5 days in the event of the voluntary or involuntary cancellation of the Brand Partner Agreement.

4.10.1 - Blog Content

Brand Partners are solely responsible and liable for their own blog content, messaging, claims and information and must ensure that his or her blog appropriately represents and enhances the Radien brand and adheres to company guidelines and policies. Additionally, Brand Partner blogs must not contain disingenuous popup ads or promotions or malicious code. All decisions and corrective actions are at the Company's discretion.

4.11 - Radien Independent Distributor Image Mandate

To avoid confusion, the following three elements must be prominently displayed at the top of a Brand Partner's registered blog:

1. The Radien Independent Brand Partner logo
2. The Associate's name and title "Independent Brand Partner"
3. The Brand Partner's photograph

Although Radien brand themes and images are desirable for consistency, anyone landing on an Associate's page needs to clearly understand that they are at a Brand Partner's site and not a Radien Corporate site.

4.12 - Exclusive Blog Promotion

Any registered external blog must contain content and information that is exclusive to Radien. Brand Partners may not advertise other products or services other than Radien products and the Radien opportunity. Any site or profile that uses Radien trademarks must exclusively promote Radien.

4.13. No E-Commerce or Stock-and-Sell Recruiting

Brand Partners may not stock and sell Radien products, nor may Brand Partners develop an e-commerce environment that would facilitate this model. All orders must be placed through a Brand Partner's official replicating site. It is expressly against Company policies to accept PayPal, credit cards or other payment solutions from the public to purchase Radien products.



4.14 - Marketing Hotlinks

When directing viewers to your replicating site, the link and surrounding context must expressly demonstrate to a reasonable reader that the link will be directed to the site of a Brand Partner. Attempts to mislead web traffic into believing they are going to the Radien corporate site when in fact they land at a Brand Partner's replicating site is not permitted. The determination as to what is misleading or what constitutes a reasonable reader will be at the Company's sole discretion.

4.15 Removal of Associate Reference following Termination/Resignation

In the event of the voluntary cancellation of a Brand Partner's Agreement, Brand Partners are required to remove all reference to Radien within 5 days. Brand Partners must discontinue using the company name and all of Radien's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property in any posting and all 'social media' sites that the Brand Partner utilized. Brand Partners who post on any 'social media' site on which he or she has identified herself or himself as a Radien Brand Partner must conspicuously disclose that he or she is no longer a Radien Brand Partner.

4.16 Social Media

"Social media" and social bookmarking include but are not limited to blogs, Facebook, MySpace, Twitter, Xing, LinkedIn, Digg, Delicious and others may be used by Brand Partners. However, Brand Partners who elect to use social media must adhere to the requirements set forth below.

Radien encourages Brand Partners to view, like, comment, and share content provided from the Corporate Facebook fan page. However, Brand Partners are prohibited from posting their own website link, phone number, or Facebook fan page URL on our corporate Radien social media pages. Our goal is to keep Facebook and Twitter a friendly environment for all potential Customers, current Customers and Brand partners. Posting a fan page link or website URL will result in the post being marked as "spam" and could result in losing access to the Radien fan page.

Brand Partners may use social networking sites (Facebook, Twitter, LinkedIn, blogs, forums and other socially shared interest sites) to share information about Radien products and opportunity, and for prospecting and sponsoring, based upon the Radien marketing model. However, these sites may not be used to sell or facilitate the transfer of products. All sales must go through a Radien approved site.

Profiles Brand partners generate on any social community where Radien is mentioned or discussed must clearly identify the Brand Partner as an Independent Radien Brand Partner. All inappropriate conversations must be avoided including comments, images, videos, audios, applications and any other adult, profane, discriminatory or vulgar contents. The determination of what is inappropriate is at the Company's sole discretion and offending Brand Partners will be subject to disciplinary action up to and including termination. If fan pages or groups are created and Brand Partners wish to use Radien in the title, each Brand Partner must identify himself or herself as an Independent Brand Partner and provide his or her full name. Product names or product claims may not be used as titles. Banner ads and images used on these sites must be current and any photographs must come from the download section of the Brand Partner backoffice. Brand Partners are not permitted to use corporate images or logos on such sites unless found in the backoffice for all Brand Partners to use. If a link is provided, it must be the Brand Partners replicating website or a



Radien approved site. Any claims made through social networks postings must conform to all current corporate-provided advertising/marketing material.

4.17. Brand Partner Responsibility

Brand Partners are personally responsible for their own postings and all other online activity conducted on behalf of the Brand Partner's business and which can be traced back to the Company, and will be held fully responsible for any such activities. This applies even if a Brand Partner does not own or operate the blog, website, or social network site. If an Associate posts any comment to any site that relates to Radien or which can be traced back to the Company, the Brand Partner will be responsible for that posting. No claim as to therapeutic or curative properties about the product or products may be made except those officially approved by Radien or as contained in any official Radien literature. In particular, no Brand Partner may make any claim that the products are useful in the treatment or cure of any disease. Not only is this against Radien policy, but it also is against the laws governed by the United States Food and Drug Administration.

4.18 - Prohibited Postings

Brand Partners may not make any posting to link to any postings or other materials that:

- . Are sexually explicit, obscene, or pornographic
- . Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (Whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise).
- . Are graphically violent, inducing any violent video games;
- . Engage in personal attacks or that is disparaging or any individual, group, or entity
- . Are in violation of any intellectual property rights of the Company or any third party.

4.19 - eBay/Online Auctions

Brand Partners may not list or sell Radien products on eBay or other online auctions, nor may Brand Partners enlist or allow a third party (customer, relative, acquaintance, business partner or other persons or entities) to sell Radien products on his or her behalf.

4.20 - Online Retailing

Brand Partners may not list or sell Radien products on any online retail store or e-commerce site, nor may Brand Partners enlist or allow a third party (customer, relative, business partner or other persons) to sell Radien products on any online retail store or e-commerce site on your behalf.

4.21. - Retail Pricing

Brand Partners may sell Radien products at any price however, those products may not be sold below the Radien Suggested Retail price on any public forum such as the internet, TV, newspaper ads, at trade shows, etc.

4.22.- Digital Media Submission (YouTube, iTunes, PhotoBucket, etc.)





All video content must be submitted and approved by our Compliance Department prior to posting. Those submissions must be submitted to compliance@radienint.com. Approval may take 2-4 weeks for a response, depending on content. These submissions must clearly identify each Brand Partner as an Independent Radien Brand Partner (either in the content itself or in the content description tag) must comply with all advertising polices, copyright/legal requirements, and must state that Brand Partners are solely responsible for its content and not Radien Marketing. Brand Partners may not upload, submit or publish any content (video, audio, presentation or any computer files) received from Radien or captured at official corporate events or in buildings owned and operated from Radien without prior written permission from the Radien Compliance Department.

5 -General Business

5.1 — Bonus Buying

“Bonus buying” includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Brand Partner Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Brand Partner; (c) the enrollment or attempted enrolment of non-existent individuals or entities as Distributors (“phantoms”); or (d) the use of a credit card by or on behalf of a Brand Partner or customer when the Distributor or customer is not the account holder of such credit card. Bonus buying constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

There will be a \$25.00 processing fee for each change requested. Please allow a period of 30 days after receipt of the request for processing

5.2 — Business Entities

A corporation, limited liability company, partnership or trust (A “Business entity”) may apply to be a Radien Brand Partner by completing the online Enrollment Agreement. The Entity must also submit to the Company a properly completed Business Entity Registration Agreement. The Business Entity Agreement must be signed by all the shareholders, members, partners, trustees, or other parties with any ownership or equity interest in, or management responsibilities for the Business Entity (collectively “Affiliated Parties”). The Business Entity, as well as all Affiliated Parties are individually, jointly and severally liable for an indebtedness to Radien, compliance with the Radien Policies & Procedures, the Radien Associate Agreement, and other obligations to Radien.

To prevent the circumvention of Sales and Transfers and Assignments of a Radien business, if any Radien Affiliated Party wants to terminate his or her relationship with the Business Entity or Radien Brand Partner relationship, the Affiliated Party must notify Radien in writing submitted to: (support@radienint.com) that he or she wants to terminate his/her affiliation with the Business Entity. In addition, Affiliate Party foregoing his or her interest in the Business Entity may not participate in any other Radien business for 6 consecutive calendar months. If a Business Entity wishes to bring on any new Affiliate Parties, it must complete a “Radien Change Form” located in the Brand Partner backoffice and submit it by email to (customerservice@radientinll.com)

6 — Changes to the Radien Business





6.1 - In General

Each Associate must immediately notify Radien of all changes to the information contained on his or her Associate Application and Agreement. Associates may modify their existing Associate Agreement (i.e., change Social Security number to Federal I.D. number, or change the form of ownership from an individual proprietorship to a business entity owned by the Associate) by submitting a written request, a properly executed Associate Application and Agreement, and appropriate supporting documentation. 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.

6.2 - Addition of Co-Applicants

When adding a co-applicant (either an individual or a business entity) to an existing Radien business, the Company requires both a completed and signed Change Form located in the Associate backoffice and submitted to support@radienint.com. To avoid the circumvention of Section 3.24 (regarding transfers and assignments of Radien business), the original applicant must remain as a party to the original Associate Application and Agreement. If the original Associate 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 3.24. If this process is not followed, the business shall be canceled upon the withdrawal of the original Associate. All bonus and commission checks will be sent to the address of record of the original Associate. Please note that the modifications permitted within the scope of this paragraph do not include a change of Enroller. Changes of Enroller are addressed in Section 3.5.3, below. There is a \$25.00 fee for each change requested, which must be included with the written request. Please allow thirty (30) days after the receipt of the request by Radien for processing.

6.3 - Change of Enroller

To protect the integrity of all marketing organizations and safeguard the hard work of all Brand Partner, Radien strongly discourages changes of Enroller. Maintaining the integrity of enrollment is critical for the success of every Associate and marketing organization. Accordingly, the transfer of a Radien business from one Enroller to another is rarely permitted. Requests for change of Enroller must be submitted in writing to the Support Services Department, and must include the reason for the transfer. Transfers will only be considered in the following two (2) circumstances:

- (a) In cases involving fraudulent inducement, unethical recruiting and enrolling, a Brand Partner may request that he or she be transferred to another Enroller. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case by case basis.
- (b) The Brand Partner seeking to transfer submits a properly completed and fully executed Transfer Form. The Brand Partner who requests the transfer must submit a fee of \$25.00 for administrative charges and data processing.

6.4 – Sponsor Change

In cases where a new Brand Partner mistakenly enters the incorrect sponsor during the enrollment process. A request may be made for an adjustment provided the new enrollee, the incorrect sponsor and the intended sponsor submit a request for change. Any change request must be received by support service (support@radienint.com) no later than 48 hours of completion of the incorrect data.





6.5 - Cancellation and Re-application

An Associate may legitimately change organizations by voluntarily canceling his or her Radien business in writing submitted to support@radienintl.com and remaining inactive (i.e., no purchases of Radien products for resale, no sales of Radien products, no enrolling, no attendance at any Radien functions, participation in any other form of Associate activity, or operation of any other Radien business) for six (6) full calendar months. Following the six-month period of inactivity, the former Associate may reapply under a new Enroller.

6.6 – Non-Solicitation After Termination

For a period of 12 consecutive calendar months following termination or cancellation of the Brand Partner Agreement, a Brand Partner may not recruit any Radien Brand Partner for another Network Marketing business. Each Brand Partner recognizes that because Network Marketing is conducted through networks of independent distributors in many countries, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provision herein would render it wholly ineffective. Therefore, each Brand Partner agrees that this non-solicitation provision shall apply to all markets in which Radien conducts business. This Section shall survive termination of the Agreement.

7 -Unauthorized Claims and Actions

7.1- Indemnification

A Brand Partner is fully responsible for his or her verbal and written statements made regarding Radien products, services, and the Compensation Plan which are not expressly contained in Official Radien Materials and his or her actions while conducting his or her Radien business. By agreeing to the Brand Partner Agreement, each Brand Partner agrees to indemnify Radien and Radien's directors, officers, employees and agents, and hold them harmless from an and all liability, loss, costs or expenses including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Radien asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, a Brand Partner's (a) activities as a Brand Partner; (b) breach of the Agreement and/or (c) violation of or failure to comply with any applicable federal, state or local laws or regulations. This provision shall survive the termination of the Brand Partner Agreement

7.2 - Product Claims

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

EXCEPT AS EXPRESSLY MADE BY THE COMPANY IN WRITING, THE COMPANY MAKES NO WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE EFFECTIVENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, NONINFRINGEMENT OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF



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TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH THE COMPANY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ALL PRODUCTS AND SERVICES OF THE COMPANY ARE PROVIDED 'AS IS' WITH ALL FAULTS, 'AND AS AVAILABLE'.

7.3 - Income Claims

In their enthusiasm to enroll prospective Brand Partners, some Brand Partners are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Brand Partner may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At Radien we firmly believe that the Radien 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 Brand Partners may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Radien as well as the Brand Partner making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Radien Brand Partners do not have the data necessary to comply with the legal requirements for making income claims, a Distributor, when presenting or discussing the Radien opportunity or Marketing and Compensation Plan to a prospective Brand Partner, may not make income projections, income claims, or disclose his or her Radien income (including the showing of checks, copies of checks, bank statements, or tax records). Hypothetical income examples that are used to explain the operation of the Marketing and Compensation Plan, and which are based solely on mathematical projections, may be made to prospective enrollees, so long as the Brand Partner who uses such hypothetical examples 1) makes clear to the prospective enrollee(s) that such earnings are hypothetical; and 2) provides each prospective Brand Partner with a current copy of Radien's income examples on the Radien Compensation Plan.

7.4 – Medical Offices

BRAND PARTNERS MAY NOT SELL OR SOLICIT TO SELL ANY RADIEN PRODUCTS IN ANY DOCTOR'S OFFICE. Radien plans to introduce a formal certification program for eligible level Brand Partners in the future, which would allow them to approach those in doctor's offices. Until that announcement has been made no Brand Partner may directly or indirectly speak with any medical professional or leave literature at any doctor's office.

7.5 Retail Outlets

In no event may Radien products or literature be sold or displayed at national chain stores or mass merchandisers.

7.6 – Trade Shows, Expositions and Other Sales Forums

Associates may display and/or sell Radien products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Brand partners must complete the Trade Show Request form located in the Brand Partners backoffice and submit it to support@radienint.com. It is Radien policy to allow one Associate participation per event. Final approval will be granted to the first Distributor who submits the Trade Show Request

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form. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to Support Services. Radien 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 or the Radien 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 Radien wishes to portray.

8 — Conflicts of Interest

8.1 – Non- Solicitation

Radien Associates 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, Associates may not directly or indirectly solicit, recruit or attempt to solicit and recruit other Radien Brand Partner for any other network marketing business with the exception of those whom he or she personally sponsored into Radien opportunity. This conduct constitutes recruiting even if the Brand Partner's actions are in response to an inquiry made by another Brand Partner.

Brand Partners must not sell, or attempt to sell, any competing non-Radien products or services to Radien Distributor. Any product or services in the same generic category as a Radien product or service is deemed to be competing (e.g., any beauty products are that are in the same generic category as Radien's Products, and is therefore a competing product, regardless of differences in cost, quality, ingredients).

Brand Partners may not display Radien products or services with any other products or services in a fashion that might in any way confuse or mislead a prospective customer or enrollee into believing there is a relationship between the Radien and non-Radien products or services. Brand Partners may not offer the Radien opportunity, products or services to prospective or existing customers or Brand Partners in conjunction with any non-Radien program, opportunity, product or service. Brand Partners may not offer any non-Radien opportunity, products or services at any Radien-related meeting, seminar or convention, or immediately following such event.

8.2. – Targeting Other Direct Sellers

Radien does not condone Brand Partners specifically or consciously targeting the sales force of another Network Marketing company to sell Radien products or to become Brand Partners for Radien, nor does Radien condone Brand Partners solicitation or enticement of members of the sales force of another Network Marketing company to violate the terms of their contract with such other company. Should a Brand Partner engage in such activity, they bear the risk of being sued by the other Network Marketing company. If any lawsuit, arbitration or mediation is brought against a Brand Partner alleging that he or she engaged in inappropriate recruiting activity of its sale force or customers, Radien will not pay any of the Brand Partner's defense costs or legal fees, nor will Radien indemnify the Brand Partner for any judgement, award or settlement, as such Brand Partner shall indemnify the Company against any claims, action, suit, and demands arising from or related to such activity.

8.3 - Downline Activity Reports



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Downline Activity Reports are available for Brand Partner access and viewing at Radien's official web site and through the back office of Distributor's replicated web sites. Access to online 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 Radien. Downline Activity Reports are provided to Distributors in strictest confidence and are made available to Brand Partner Distributors for the sole purpose of assisting Brand Partners in working with their respective Downline Organizations in the development of their Radien business. Brand Partners should use their Downline Activity Reports to assist, motivate, and train their downline Distributors. The Brand Partner and Radien agree that, but for this agreement of confidentiality and nondisclosure, Radien would not provide Downline Activity Reports to the Brand Partner. A Brand Partner 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 his or her password or other user access code to his or her Downline Activity report;
- c) Use the information to compete with Radien or for any purpose other than promoting his or her Radien business;
- d) Recruit or solicit any Brand Partner listed on any report, or in any manner attempt to influence or induce any Brand Partner, to alter their business relationship with Radien; or
- e) Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report.

8.4 – Cross Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. "Cross Sponsoring" is defined as the enrollment or attempted enrollment of an individual or entity who has a current Retail Customer of Brand Partner Agreement on file with Radien, or who has had such an agreement within the previous 6 calendar months within a different line of sponsorship. The use of a spouse's or relative's name, trade name, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, fictitious ID numbers, or any straw-man or other artifice to circumvent this policy is prohibited. Brand Partners shall not demean, discredit or defame other Radien Brand Partners in an attempt to entice another Brand Partner to become part of the first Brand Partner's Marketing Organization.

If Cross Sponsoring is discovered, it must be brought to the attention of the Compliance Department at compliance@radienint.com, immediately. Radien will take the appropriate disciplinary action against the Brand Partner who changed organizations and/or those Brand Partners who encouraged or participated in the Cross Sponsoring. Radien may also move all or part of the offending Brand Partners Marketing Organization if the Company deems it equitable to do so. However, Radien is under no obligation to move the Cross Sponsored Brand Partner's Marketing Organization, and the ultimate disposition of the Marketing Organization remains within the sole discretion of Radien.

Brand Partners waive all claims and causes of action against Radien from or relating to the disposition of the Cross Sponsoring Brand Partner's Marketing Organization.

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8.5 Errors or Questions

If a Brand Partnered has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Brand Partner must notify Radien in writing directed to support@radienint.com within 60 days of the date of the purported error or incident in question. Radien will not be responsible for any errors, omissions or problems not reported to it within 60 days.

8.6 — Excess Inventory Purchases Prohibited

Brand Partners are not required to carry inventory of products or sales aids. Brand Partners who do so may find making retail sales and building a marketing organization somewhat easier because of the decreased response time in fulfilling customer orders or in meeting a new enrollee's needs. Each Brand Partner must make his or her own decision with regard to these matters. To ensure that Brand Partners are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to Radien upon the Brand Partner's cancellation.

Radien strictly prohibits the purchase of products in unreasonable amounts primarily for purposes of qualifying for commissions, bonuses or advancement in the Marketing and Compensation Plan. Brand Partners may not purchase more product inventory than they can reasonably resell or consume in a month nor may they encourage others to do so. Brand Partners are prohibited from purchasing more than \$1,000.00 in products per month unless they certify to Radien that they have pending retail orders in excess of that amount or provide Radien with other written reason why such a purchase is necessary.

8.7 — 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, Brand Partners shall not represent or imply that Radien, Inc. or its Marketing and Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

9 – Independent Contractor

9.1 — Identification

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

9.2 — Income Taxes

Every year, Radien will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who falls into one of the following categories:

- a) Had earnings of over \$600 in the previous calendar year; or
- b) Made purchases during the previous calendar year in excess of \$5,000.





Each Brand Partner is responsible for paying local, state/provincial, and federal taxes on any income generated as an Independent Brand Partner. If a Radien business is tax exempt, the Federal tax identification number must be provided to Radien.

9.3 — Independent Contractor Status

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

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

Brand Partner's Name

Independent Radien Brand Partner

All Brand Partners may list themselves as an "Independent Radien Brand Partner" in the white or yellow pages of the telephone directory under their own name. No Distributor may place telephone directory display ads using Radien's name or logo. Brand Partner Distributors may not answer the telephone by saying "Radien", "Radien Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Radien.

9.4 - Business Pursuits Coverage

You may wish to arrange insurance coverage for your business. Neither your homeowner's insurance policy nor your automobile insurance policy covers business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present homeowner's and automobile policies.

9.5 - Product Liability Coverage



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Radien maintains insurance to protect the Company and Brand Partners against product liability claims. Radien's insurance policy contains a "Vendors Endorsement" which extends coverage to Independent Brand partners so long as they are marketing Radien products in accordance with Company Policies and applicable laws and regulations. Radien's product liability policy does not extend coverage to claims or actions that arise as a result of a Distributor's misconduct in marketing the products.

9.6 — International Marketing

Because of critical legal and tax considerations, including: compliance with foreign laws regarding the approval, registration or licensure of products or services; regulations regarding ingredients, labeling, and packaging; cautionary statements; protection of intellectual property; compliance with customs, tax, and immigration laws; compliance with direct selling laws; product and income representations; and literature content and language requirements, Radien must limit the resale of Radien products, and the presentation of the Radien business to prospective customers and Brand Partners located within countries that Radien has officially announced as being open for the promotion and sale of Radien products and the Radien opportunity. Moreover, allowing a few Brand Partners to conduct business in markets not yet opened by Radien would violate the concept of affording every Distributor the equal opportunity to expand internationally.

Accordingly, Brand Partners are authorized to sell Radien products, and enroll Brand Partners only in the countries in which Radien is authorized to conduct business, as announced in official company literature. Radien products or sales aids cannot be shipped into or sold in any foreign country. Brand Partners may sell, give, transfer, or distribute Radien products or sales aids only in their home country. In addition, no Brand partner may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or enrollees; or (c) conduct any other activity for the purpose of selling Radien products, establishing a marketing organization, or promoting the Radien opportunity.

9.7 – Purchase Restrictions

Brand Partners shall not use another person's credit card when placing orders or place an order for a Retail Customer using the Brand Partner's credit card. The purchase of products on behalf of another Brand Partner or Retail Customer or through another Brand Partner's or Retail Customer's ID number is prohibited. No Brand Partner may advance money or promise reimbursement to a prospect in order to solicit them to purchase products. A Brand Partner may not purchase or sell a Retail Customer from or to any other Brand Partner for any reason.

10 — Adherence to Laws and Ordinances

10.1 - Local Ordinances

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



10.2 - Compliance with Federal, State, and Local Laws

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

10.3 — Minors

A person who is recognized as a minor in his/her state of residence may not be a Radien Brand Partner. Brand Partners shall not enroll or recruit minors into the Radien program or enroll minors in the name of an adult, parent, friend or other person.

10.4 - Beneficial Interest

A Brand Partner may operate or have an ownership, interest, legal or equitable, as a sole proprietorship, owner, partner, shareholder, member, trustee or beneficiary, in only one Radien business. No individual may have, operate or receive compensation from more than one Radien business. A Brand Partner's spouse or partner residing with the Brand Partner has a beneficial interest in the distributorship. Also, if a Brand Partner is a Business Entity, then all possessing a right to control the Business Entity, including but not limited to any Affiliate Party, as the case may be, possesses a beneficial interest in the distributorship and may not hold a beneficial interest in another distributorship.

10.5 - Actions of Household Members or Brand Partner Individuals

If any member of a Brand Partner's immediate household engages in any activity which, if performed by the Brand Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Brand Partner and Radien may take disciplinary action pursuant to the Statement of Policies against the Distributor. 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 Radien may take disciplinary action against the entity.

10.6 — Re-packaging and Re-Labeling Prohibited

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

10.7 - Transfer or Assignment of a Brand Partner Position

Radien discourages the sale of a Brand Partner position and the transfer of partial interests in distributorships and prohibits the practice as a subterfuge for transferring interests in a Brand Partner position. However, if a Brand Partner wishes to sell, transfer or assign (herein in this section "sell" if used as a verb and "sale" if used as a noun) his or her whole or partial interests in his or her Brand Partner position, the following criteria must be met:

- . The Brand Partner distributor position must have been active for a minimum of 6 months prior to the time the request for sale is made;



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- . The acquiring applicant may not currently have a Beneficial Interest in a Brand Partner distributorship or have had a Beneficial Interest in a Brand Partner distributorship within the preceding six months;
- . The selling Brand Partner may not reapply to become a Brand Partner under another sponsor for a period of not less than 6 months;
- . Any retained volume at the time of sale will be rest to zero.

. The selling Brand Partner must provide a signed, notarized and completed Sale & Transfer form (located in the Distributors backoffice) to support@radienint.com. Along with payment of \$ for processing.

NOTE: The processing of any sale or transfer may require 30-days from receipt by Radien to complete.

IN ALL CASES, RADIEN SHALL HAVE NO LIABILITY IN CONNECTION WITH THE SALE, TRANSFER, ASSIGNMENT, OR OTHER DISPOSITION OF ANY DISTRIBUTORSHIP.

10.8 — Separation of a Radien Business

Radien Brand Partners sometimes operate their Radien 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 enrollment. If the separating parties fail to provide for the best interests of other Brand Partner and the Company, Radien will involuntarily terminate the Brand Partner Agreement.

During the pendency of a divorce or entity dissolution, 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 Radien business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Radien to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- b) The parties may continue to operate the Radien business jointly on a “business-as-usual” basis, whereupon all compensation paid by Radien will be paid in the joint names of the Associates or in the name of the entity to be divided as the parties may independently agree between themselves.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Radien split commission and bonus checks between divorcing spouses or members of dissolving entities. Radien will recognize only one Downline Organization and will issue only one commission check per Radien 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, the Brand Partner Agreement shall be involuntarily canceled.

If a former spouse or a former entity affiliate has completely relinquished all rights in their original Radien business, they are thereafter free to enroll under any Enroller of their choosing, so long as they meet the waiting period requirements set forth in Section 3.5.4. In such case, however, the former spouse or partner shall have no rights to any

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Associates 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 Associate.

10.9 — Enrolling

All active Brand Partners in good standing have the right to recruit and enroll others into Radien. Each prospective enrollee has the ultimate right to choose his or her own Enroller. If two Brand Partners claim to be the Enroller of the same new Brand Partner, the Company shall regard the first completed enrollment received by the Company as controlling.

10.10 -Online Sponsoring

When sponsoring a new Brand Partner through the online enrollment process, the Sponsor may assist the new applicant in filling out the enrollment material information. However, the enrollee must personally review and agree to the Brand Partner Agreement, Radien Policies & Procedures, and the Radien Compensation Plan. The Sponsor may not complete the Brand Partner Agreement on behalf of the enrollee and agree to these materials on behalf of the enrollee.

compensation pursuant to Radien’s Marketing and Compensation Plan. Stacking constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

10.11 - Transfer Upon Death of a Brand Partner

Upon the death or incapacitation of a Brand Partner 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 if proper. Accordingly, a Brand Partner should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Radien business is transferred to a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commission of the deceased Brand Partner’s Marketing Organization provided the following qualifications are met. The successor(s) must (a) execute a Brand Partner Agreement available from support@radienint.com (b) comply with the terms and provisions of the Agreement; (c) meet all of the qualifications for the deceased Brand Partner’s status’ (d) must provide Radien with an “address of record” to which all bonuses and commission checks will be sent; and if the business is bequeathed to joint devisees, they must form a Business Entity and acquire a Federal Taxpayer Identification Number (EIN). Radien will issue all bonus and commission checks and one 1099 to the Business Entity. To effect a testamentary transfer of Radien business, the executor of the estate must provide the following to Radien; (i) an original death certificate; (ii) a notarized copy of the will or other instrument establishing the successor’s right to the Radien business; (iii) certified testamentary letters or a letter of administration appointing an executor; and (iv) written instructions from the authorized executor to Radien specifying to whom the business and income should be transferred.

11 – Promotions

11.1 - Promotional Tools and Sales Aids

Radién’s Associates are not required to purchase products, sales aids, tools, marketing materials or services and the like (“tools”) to advance, become or remain a Radien Brand Partner and are not required to carry inventory of products or tools for new Brand Partners.

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Radien Brand Partners may develop, use, and provide to their downline, at no charge, their own marketing techniques and tools, so long as the as the Distributor obtains Radien prior written approval for the use of such materials and so long as such tools do not violate any Radien Policies and Procedures, state or federal rules, regulations or statutes. Radien's Brand Partners may not sell any tools, training or marketing materials to other Radien's Brand Partners. Any request for advertising material or promotional tool approval that does not receive specific written approval from Radien shall be deemed denied. Radien Independent Distributors may not sell such advertising material or promotional tools or accept donations or gratuities in exchange for providing tools, training or marketing materials.

Radien Independent Brand partners may not develop, produce or distribute tools that are confusingly similar in nature to those produced, published and provided by Radien. Brand Partners may not produce or distribute non-company tools that imply or suggest that said tools originate from Radien or are endorsed by Radien. Only tools produced by Radien are permitted to carry the Radien Official Seal.

Because Radien periodically reviews and revises it policies and procedures, Radien reserves the right, at its sole option and discretion, to rescind and previous authorization that was given in connection with consultant tools, promotional materials or other practices, consistent with Radien current policies and procedures. Upon notice of such rescission, Independent Brand Partners agree to immediately cease using such tools, promotional materials or practices

11.2 - Required Disclaimer on Brand Partner Produced Promotional Materials

The following disclaimer must CONSPICUOUSLY appear on all Independent Brand Partners produced sales aids and promotional materials.

THESE MATERIALS HAVE BEEN PRODUCED BY --NAME OF DISTRIBUTOR--, A RADIEN BRAND PARTNER, AND ARE NOT OFFICIAL MATERIALS PREPARED OR PROVIDED BY RADIEN. RADIEN MAKES NO PROMISES OR GUARANTEES THAT ANY BRAND PARTNER WILL BE FINANCIALLY SUCCESSFUL AS EACH DISTRIBUTOR'S RESULTS ARE DEPENDENT ON HIS OR HER OWN SKILL AND EFFORT.

ACTUAL FINANCIAL RESULTS OF ALL RADIEN, INC.' INDEPENDENT BRAND PARTNERS FOR THE PRECEDING YEAR ARE CONTAINED IN RADIEN, INC.'S INDEPENDENT BRAND PARTNER COMPENSTATION SUMMARY, WHICH IS INCLUDED WITH THESE MATERIALS.

11.3 Audio and Video Recordings

All official Radien materials, whether printed, electronically produced, computer generated, or produced by sound recording or photograph are copyrighted and may not be reproduced, in whole or in part, by independent Brand Partner or any other person, except as authorized by Radien.

Radien Independent Brand partners are prohibited from making audio or video recordings of speeches, discussions or presentations made by any Radien company offices, authorized agent, representative or employee, unless specifically authorized in writing by an Radien company officer.

Audio and video recordings may be produced by Brand Partners subject to the Policies and Procedures set forth above relating to promotional tools.





11.4 — Change of Address or Telephone

To ensure timely delivery of products, support materials, and commission checks, it is critically important that the Radien files are current. Street addresses are required for shipping. Brand Partners planning to move should send their new address and telephone numbers to Radien at: support@radienint.com. To guarantee proper delivery, two weeks' advance notice must be provided to Radien on all changes. Special Note: If you are presently on the Auto-Ship program, you must submit a new Auto-Ship Agreement. If more than one change of address notice or Auto-Ship Agreement has been submitted to Radien, the most recent one will supersede previous notices or Agreements. Please allow thirty (30) days after the receipt of the notice or Agreement by Radien for processing.

12 - Continuing Development Obligations

12.1 - Ongoing Training

Any Brand Partner who enrolls another Distributor into Radien must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Radien business. Brand Partners must have ongoing contact and communication with the Distributors 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 Brand Partners to Radien meetings, training sessions, and other functions. Upline Brand Partners are also responsible to motivate and train new enrollees in Radien product knowledge, effective sales techniques, the Radien Marketing and Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline Brand Partners must not, however, violate the development of Brand Partner-produced sales aids and promotional materials.

Brand partner Distributors must continually to communicate the Distributors in their Downline Organizations to ensure that downline Brand Partners do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Brand Partner should be able to provide documented evidence to Radien of his or her ongoing fulfillment of the responsibilities of an Enroller.

12.2 - Increased Training Responsibilities

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

12.3 - Ongoing Sales Responsibilities

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

12.4 — Nondisparagement

Radien wants to provide its independent Brand Partners 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 Support Services Department at: support@radienint.com. Remember, to best serve you, we





must hear from you! While Radien welcomes constructive input, negative comments and remarks made in the field by Brand Partners about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Radien Brand Partners. For this reason, and to set the proper example for their downline, Brand Partners must not disparage Radien, other Radien Distributors, Radien’s products, the Marketing and Compensation plan, or Radien’s directors, officers, or employees. The disparagement of Radien, other Radien Brand Partners, Radien’s products, the Marketing and Compensation plan, or Radien’s directors, officers, or employees constitutes a material breach of these Policies and Procedures.

12.6 — Reporting Policy Violations

Brand Partners observing a Policy violation by another Distributor should submit a written report of the violation directly to the attention of the Radien Compliance Department at: compliance@radienint.com. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. Anonymous complaints will not receive immediate attention.

SECTION 13 — SALES REQUIREMENTS

13.1 — Product Sales

The Radien Marketing and Compensation Plan is based upon the sale of Radien products to end consumers. Brand Partner must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. The following sales requirements must be satisfied for Distributors to be eligible for commissions:

- a) Brand Partners must satisfy the Personal Sales Volume requirements associated with their rank as specified in the Radien Marketing and Compensation Plan. “Personal Sales Volume” includes purchases made by the Brand Partner and purchases made by the Distributors’ customers.
- b) At least 70% of a Brand Partner’s total monthly personal sales volume must be sold to personal retail customers and online customers. By reordering, a Brand Partner certifies that he or she has complied with this policy.

13.2 — Territory Restrictions

There are no exclusive territories granted to anyone.

13.3 — Sales Receipts

All Associates must provide their retail customers with two copies of an official Radien sales receipt at the time of the sale. Sales receipts are available in each Brand Partner’s backoffice. These receipts set forth the Customer Satisfaction Guarantee for Radien products, as well as any consumer protection rights afforded by federal or state law. Associates must maintain all retail sales receipts for a period of two years and furnish them to Radien at the company’s request. Records documenting the purchases of Associates’ online customers will be maintained by Radien.

If a sale qualifies as a “door-to-door” sale, Brand Partners must ensure that the following information is contained on each sales receipt:



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- (1) The date of the transaction;
- (2) The date (not earlier than the third business day following the date of the transaction) by which the buyer may give notice of cancellation; and
- (3) Name and address of the selling Brand Partner;

Remember that customers must receive two copies of the sales receipt. In addition, Brand Partners who make “door-to-door” sales must orally inform the buyer of his or her cancellation rights.

For the purposes of these Policies and Procedures, a “door-to-door” sale means a sale or contract for sale of consumer goods or services with a purchase price of \$25 or more, in which the buyer’s agreement or offer to purchase is made at a place other than the place of business of the seller (e.g., sales at the buyer’s residence or at facilities rented on a temporary or short-term basis, such as hotel or motel rooms, convention centers, fairgrounds and restaurants, or sales at the buyer’s workplace). The phrase “consumer goods or services” is defined as “goods or services purchased, leased, or rented primarily for personal, family, or household purposes, including courses of instruction or training regardless of the purpose for which they are taken.” Thus, whether a transaction involves “consumer goods or services” will depend upon the ultimate purposes of the purchaser.

“Door-to-door” sales do not include a transaction:

- (1) Made pursuant to prior negotiations in the course of a visit by the buyer to a retail business establishment having a fixed permanent location where the products are exhibited for sale on a continuing basis; or
- (2) Conducted and consummated entirely by mail or telephone, and without any other contact between the buyer and the seller or its representative prior to delivery of the products or performance of the services.

SECTION 14 — BONUSSES AND COMMISSIONS

14.1 — Bonus and Commission Qualifications

A Brand Partner must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Brand Partner complies with the terms of the Agreement, Radien shall pay commissions to such Distributor in accordance with the Marketing and Compensation plan. The minimum amount for which Radien will issue a check is \$15.00. If a Brand Partner’s bonuses and commissions do not equal or exceed \$15.00, the Company will accrue the commissions and bonuses until they total \$15.00. A check will be issued once \$15.00 has been accrued.

Notwithstanding the foregoing all Commissions owed to the Brand Partner, regardless of the amount accrued, will be paid at the end of each fiscal year. An account must be current by the payment of an annual renewal at the time of disbursement. If an account has failed to pay for the annual renewal prior to payment and the Associated has not notified the Company of an intent to terminate, the amount owed will be applied to renewal.

Commissions are paid in the name of the entity/ individual on the Brand Partner Agreement. Bonuses are paid on THURSDAY AT MIDNIGHT PACIFIC TIME for Retail and Fast Start Bonuses. All other compensation will have a month ending period of MIDNIGHT PACIFIC TIME the last day of every month.



14.2 - Adjustments for Returned Products

Brand Partners receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to Radien for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Brand Partners who received bonuses and commissions on the sales of the refunded products. In the event that any such Distributor terminates his or her Agreement, and the amounts of the bonuses or commissions attributable to the returned products have not yet been fully recovered by the company, the remainder of the outstanding balance may be set off against any amounts owed to the terminated Brand Partner.

14.3 — Unclaimed Commissions and Credits

Customers or Brand Partners who have a credit on account must use their credit within six months from the date on which the credit was issued. If credits have not been used within six months, Radien shall attempt to notify the Brand Partner or customer on a monthly basis, by sending written notice to the last known address, advising the Brand Partner or customer of the credit.

14.4 — Online and Telephonic Activity Reports

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

ALL PERSONAL AND DOWNLINE VOLUME INFORMATION (E.G., PSV) 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, RADIEN AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY ASSOCIATE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO 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 RADIEN 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, RADIEN 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.



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Access to and use of Radien's online and telephone activity reporting services and the information obtained thereby 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 Radien's online and telephone activity reporting services.

SECTION 15 — PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

15.1. - Returns by Retail Customers

Radien offers, through its Brand Partners, a 100% 30-day money-back guarantee to all retail customers. Every Brand Partner is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any Radien product, the retail customer may return the unused portion of the product to the Distributor from whom it was purchased, within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (less shipping costs).

All Retail Customers must be provided with two copies of an official Radien sales receipt (located in your Brand Partner backoffice) at the time of the sale. The receipt provides the Retail Customer with written notice of his or her rights to cancel the sales agreement.

15.2 - Retail Customer 3 Day Cancellation Right

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

15.3 - Returns by Online Customers

Radien offers online customers an unconditional 30-day money-back guarantee. If, for any reason, an online customer is dissatisfied with any Radien product, he or she may return that product to the Company within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (less shipping).

15.4 - Returns by Brand Partners (Products Returned by Personal Retail Customers)

If a personal retail customer returns a product to the Brand Partner from whom it was purchased, the Distributor may return it to the company for an exchange or refund (less shipping). All products returned by personal retail customers must be returned to the Company within 10 days from the date on which it was returned to the Brand Partner along with the sales receipt which the Associate gave to the customer.

15.5 -Return of Products and Sales Aids by Brand Partner

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If a Brand Partner wishes to return product for any reason he or she may do so under the following conditions. Brand Partners may return Currently Marketable products. Radien will evaluate the returned products that were personally purchased from Radien for resale (purchases from third parties are not subject to refund). "Currently Marketable" means that the products are returned within THIRTY DAYS of purchase and are in resalable condition. However, products shall not be Currently Marketable if returned for repurchase after the product's commercially reasonable usable or shelf life period has passed, nor shall products be considered Currently marketable if Radien clearly discloses to all Brand Partners prior to purchase that the products are seasonal, discontinued, or special promotional products which are not subject to the repurchase obligations. Products sold as a single unit (generally described as containing multiple products) described on the order page with one item/skew number must be returned complete. No partial sets will be accepted for return.

15.6 -State Laws

GEORGIA - Radien will repurchase all unencumbered products, sales aids, literature, and promotional items which are in reasonably resalable or reusable condition and which were acquired by the Brand Partner from Radien. The repurchase shall be at a price not less than 90% of the original net cost to the Brand Partner of the goods being returned. For purposes of this paragraph "original net cost" means the amount actually paid by the Brand Partner for the goods, less any consideration received by the Brand Partner for the purchase of the goods that is attributable to a specific good being returned. Goods shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition at the time the goods are returned to Radien. Goods which are no longer marketed by Radien shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition and are returned to the Company within one year from the date Radien discontinued marketing the goods; provided, however, that goods which are no longer marketed shall be deemed not "resalable or reusable" if the goods are sold to a Brand Partner as non-returnable, discontinued, or seasonal items and the non-returnable, discontinued, or seasonal nature of the goods was clearly disclosed to the Brand Partner seeking to return the goods prior to the purchase of the goods by the Brand Partner.

MARYLAND – Radien shall repurchase products that are in reusable condition at the price actually paid by the Brand Partner for the products returned within three months of purchase.

MASSACHUSETTS AND WYOMING – Radien will (a) repurchase all unencumbered products in a resalable condition then in the possession of the Brand Partner at a price of not less than 90% of the original net cost to the Brand Partner returning such goods taking into account any sales made by or through such Brand Partner prior to notification to the Company of the election to cancel; (b) repay 90% of the original net cost of any service provided to the Brand Partner, and (c) refund 90% of any other consideration of the Brand Partner paid to Radien in order to participate in the marketing program.

PUERTO RICO – Radien will (a) repurchase all unencumbered products in a resalable condition then in the possession of the Brand Partner at a price of not less than 90% of the original net cost to the Brand Partner returning such goods, (b) repay 90% of the original net cost of any services provided to the Brand Partner, and (c) refund 90% of any other consideration the Brand Partner paid to the Company in order to participate in the marketing program.

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LOUISIANA - the Company will repurchase all or part of any product that is in a resalable condition (a) at 90% of the original cost to the Brand Partner, and (b) repay 90% of the original net cost of any services provided to the Brand Partner, and (c) refund 90% of any other consideration the Brand Partner paid to Radien in order to participate in the marketing program.

MONTANA – Brand Partners who are residents of Montana who cancel their participation in the Company within 15 days are entitled to a 100% refund of any consideration given to participants in the Company. Upon request of a Montana Brand Partner who decides to terminate participation in Radien, the Company will repurchase at 90% of the amount paid by the Brand Partner, any currently marketable goods or services sold to the resident within 12 months of the request that have not been resold or consumed by the resident. If disclosed to the Montana Brand Partner at the time of purchase, goods or services are not considered currently marketable if the goods have been consumed or the service rendered or if the goods or services are seasonal, discontinued, or special promotion items. Sales plan or operation promotional materials, sales aids, and sales kits are subject to this refund provision if they are required purchase for the Montana Brand Partner or if the Brand Partner has received or may receive a financial benefit from their purchase.

TEXAS – Upon notice of desire to resign a Brand Partner may return products within a period of 12 months from purchase for not less than 90% of the net cost of any services and products paid.

*NOTE: shipping costs are not refundable, nor will Radien pay to have any Brand Partner ship products back for refund evaluation.

15.6.1 – Special State Rules

Cumulative purchases during the first six months of becoming a Radien Brand Partner are limited to less than \$500 USD in Georgia, Louisiana, Indiana and Michigan

15.7 – Procedures for All Returns

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

- a) All merchandise must be returned by the Associate or customer who purchased it directly from Radien.
- b) All products to be returned must have a Return Authorization Number which will be obtained from the Support Service Department by submitting an email (support@radienint.com) detailing the products to be considered, along with order numbers and dates of purchase. Support Services will respond with an RMA (Return Merchandise Authorization) and calculation of the applicable refund. This Return Authorization Number must be written on the exterior of each carton returned. NOTE: Packages without a visible and clearly written RMA details on the exterior will not be accepted.
- c) The return is accompanied by:
 1. a completed the email from Customer service detailing authorization to return and
 2. a copies of supporting documentation, if necessary.



3. NOTE: Any unapproved products returned will be held for payment of return shipping for a period of 30-days. The Brand Partner or former Brand Partner may request the products to be shipped upon receipt of notification from Customer Service. After the 30-day period if no response is received from the Brand Partner, the products will be discarded.

d) Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to Radien shipping pre-paid. Any "refused" shipments that are returned will have an additional shipping charge deducted from any credit that may be due as the return shipping charges are paid for by Radien. This deduction will be equal to the original shipping charge. Radien does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Brand Partner. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Brand Partner to trace the shipment. For this reason, Radien recommends shipping the products via a method with tracking capabilities.

e) If a Brand Partner is returning merchandise to Radien that was returned to him or her by a personal retail customer, the product must be received by Radien within ten (10) days from the date on which the retail customer returned the merchandise to the Brand Partner, and must be accompanied by the sales receipt the Brand Partner gave to the customer at the time of the sale.

No refund or replacement of product will be made if the conditions of these rules are not met.

Radien will exchange product if the product is damaged in shipment, incorrectly send due to a Company error, or if of substandard quality. However, when an exchange is not feasible, Radien will refund the amount of the returned product. If product is damaged or defective, the Brand Partner or Retail Customer should contact Radien's Support Service (suport@radienint.com) within 10 days of receipt of delivery. Radien may issue a call tag for the product and will immediately send a replacement order. Radien will inspect the product upon receipt.

SECTION 16 — DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

16.1 — Disciplinary Sanctions

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

- a) Issuance of a written warning or admonition;
- b) Requiring the Brand Partner to take immediate corrective measures;
- c) Suspension of the individual's Associate Agreement for one or more pay periods;
- d) Involuntary termination of the offender's Brand Partner Agreement;



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e) Any other measure expressly allowed within any provision of the Agreement or which Radien deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Brand Partner's policy violation or contractual breach;

f) In situations deemed appropriate by Radien, the Company may institute legal proceedings for monetary and/or equitable relief.

16.2 — Grievances and Complaints

When a Brand Partner has a grievance or complaint with another Associate regarding any practice or conduct in relationship to their respective Radien businesses, the complaining Associate should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline Sponsor. If the matter cannot be resolved, it must be reported in writing to the Compliance Department (compliance@radientint.com). The Compliance Department will review the facts and attempt to resolve it.

16.3 – 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 Rule and judgment on the awarded rendered by the arbitrator may be entered in any court having jurisdiction thereof. Brand Partners waive all rights to trial by jury or, except as set forth herein, to any court.** All arbitration proceedings shall be in Memphis, state of Tennessee. All parties shall be entitled to all discovery rights pursuant to the Federal Rule of Civil Procedure, and the Federal Rules of Evidence shall apply. There shall be one arbitrator, an attorney at law, who shall have experience in business law transactions, selected from the panel which the American Arbitration Panel provides. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal 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. The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved on the arbitration process:

- The substance of, or basis for, the controversy, dispute or claim;
- The content of any testimony or other evidence presented at any arbitration hearing or obtained through discovery in arbitration
- The terms or amount of any arbitration award;
- The ruling of the arbitrator on the procedural and substantive issue involved in the case.

Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Proprietary Mark or confidential Information of the Company without the Company's prior written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes.

Furthermore, nothing in these Policies and Procedures shall prevent either party from applying and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent

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injunction or other relief available to safeguard and protect its interest prior to, during or following filing of any arbitration or other proceedings or pending the rendition of a decision or award in connection with an arbitration or other proceeding.

Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or subtract from any of the provisions of the Policies and Procedures, Compensation Plan or the Brand Partner Agreement. The arbitrator shall not have the power to rule upon or grant any extension, renewal or continuance of the Brand Partner Agreement. The arbitrator shall not have the power to award special, incidental, indirect, putative or exemplary, or consequential damages of any kind or nature, however caused.

No failure of Radien to exercise any power under these Policies and Procedures to insist on strict compliance by a Brand Partner with any obligation or provision herein, and no custom or practice of the at variance with these Policies and Procedures shall constitute a waiver of Radien's right to demand exact compliance of these Policies and Procedures. Waiver by Radien can be affected only in writing by an authorized officer of Radien. Radien's waiver of any particular default by a Brand Partner shall not affect or impair Radien's right with respect to any subsequent default, nor shall it affect in any way the right or obligation of any other Brand Partner, nor shall any delay or omission by Radien to exercise any right arising from default affect or impair Radien's right as to that or any subsequent default.

16.4 -. Mediation

Prior to instituting 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 Memphis, state of Tennessee and shall last no more than two business days.

16.5 — Governing Law, Jurisdiction and Venue

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

16.6 -. No Liability

Radien is not responsible for interrupted, inaccessible or unavailable network service, satellites, internet service providers, website or other connections, or telephone or cable transmissions, or for any technical malfunctions, or misdirected computer difficulties, including the acts of failure of common carrier. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR, AND EACH BRAND PARTNER (ON HIS,HER OR ITS OWN BEHALF AND ON BEHALF OF THE BRAND PARTNER'S OFFICERS, DIRECTORS, AGENTS, SHAREHOLDERS AND EMPLOYEES,)

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RELEASE RADIEN, ITS PATENT, SUBSIDIARIES AND AFFLIATES (INCLUDING ALL OF THEIR OFFICERS, DIRETORS, AGENTS, SHAREHOLDERS, AND EMPLOYEES) FROM AND WAIVES ALL CLAIMS FOR ANY LOSS OF PROFIT, INDIRECT, DIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY OTHER LOSS INCURRED OR SUFFERED IN CONNECTION WITH THIS AGREEMENT OR THE BRAND PARTNER'S OPERTION OF HIS OR HER DISTRIBUTORSHIP.

16.7 - Force Majeure

Radien shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as acts of terrorism, natural disaster, strikes, labor difficulties, fire, war, acts or omissions of third parties, disruptions in communication systems, government decrees or orders or curtailment of a party's usual source of supply

SECTION 17 — ORDERING

17.1 — Purchasing Radien Products

Each Associate should purchase his or her products directly from Radien. If an Associate purchases products from another Associate or any other source, the purchasing Associate will not receive the personal sales volume that is associated with that purchase.

17.2 — Shipping and Back Order Policy

Radien will normally ship products within three (3) business days from the date on which it receives an order. Radien will expeditiously ship any part of an order currently in stock. If, however, an ordered item is out-of-stock, it will be placed on back order and sent when Radien receives additional inventory.

17.3 — Confirmation of Order

A Brand Partner and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice, and is free of damage. Failure to notify Radien of any shipping discrepancy or damage within 10 days of shipment will cancel a Brand Partner's right to request a correction.

17.4. Rerouting Charges

Should a Brand Partner contact the shipping department to re-route a parcel that is en-route to the destination instructed, the Brand Partner will then assume responsibility for paying any subsequent rerouting charges.

17.5. Refused Shipments

If a Brand Partner orders products and then refuses delivery for any reason, that order will be subject to the restocking fee and other procedures for returns therein, and Radien may charge the Brand Partner to whom it was shipped, additional shipping costs. If more than one order is refused within 6 months, the Company may consider this to be an act of voluntary resignation.

SECTION 18 — PAYMENT AND SHIPPING

18.1 — Deposits

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No monies should be paid to or accepted by a Brand Partner for a sale to a personal retail customer except at the time of product delivery. Distributors may not accept monies from retail customers to be held for deposit in anticipation of future deliveries.

18.2 — Insufficient Funds and Chargebacks

It is the responsibility of each Brand Partner to ensure that there are sufficient funds or credit available in his or her account to cover the monthly AutoShip orders. Radien will not contact Brand Partner in regard to orders canceled due to insufficient credit. This may result in a Brand Partner's failure to meet his or her Personal Sales Volume requirements for the month. Under no circumstance may a Brand Partner chargeback for a shipment of product.

18.3 - Purchase Restrictions

Brand Partners shall not use another person's credit card when placing orders or place an order for a Retail Customer using the Brand Partner's credit card. The purchase of products on behalf of another Brand Partner or Retail Customer or through another Brand Partner's or Retail Customer's ID number is prohibited. No Brand Partner may advance money or promise reimbursement to a prospect in order to solicit them to purchase products. A Brand Partner may not purchase or sell a Retail Customer from or to any other Brand Partner for any reason.

18.4. Sales Taxes

By virtue of its business operation, Radien is required to charge sales taxes on all purchases made by Brand Partner and Customers and remit the taxes charged to the respective states. Accordingly, Radien will collect and remit sales taxes on behalf of Brand Partner, based upon the sales price of the products according to applicable tax rates in the state or province in which the shipment is destined. Any Brand Partner purchasing products at wholesale pricing and selling them at a higher price will be responsible for reporting and remitting any applicable state and local sales tax due. If a Brand Partner has submitted and the Company has accepted, a current Uniform Sales and Use Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Brand Partner. Exemption from payment of sales tax is applicable only to orders which are shipped to the state which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by Radien is not retroactive.

SECTION 19 — INACTIVITY AND CANCELLATION

19.1 — Inactivity

It is the Brand Partner's responsibility to lead his or her marketing organization with the proper example in personal production of sales to end consumers. Without this proper example and leadership, the Distributor will lose his or her right to receive commissions from sales generated through his or her marketing organization. Therefore, Brand Partners who personally produce less than \$100 of personal sales volume during any calendar quarter will forfeit all personal sales volume accrued. The Brand Partner may re-activate his or her business center by generating a qualifying order.

19.2 — Effect of Cancellation





So long as a Brand Partner remains active and complies with the terms of the Brand Partner Agreement and these Policies and Procedures, Radien shall pay commissions to such Distributor in accordance with the Marketing and Compensation Plan. A Brand Partner's bonuses and commissions constitute the entire consideration for the Distributor's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Distributor's non-renewal of his or her Brand Partner Agreement or voluntary or involuntary cancellation of his or her Agreement (all of these methods are collectively referred to as "cancellation"), the former Brand Partner 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. **A Brand Partner whose business is canceled will permanently lose all rights as a Distributor. This includes the right to sell Radien products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Brand Partner's former downline sales organization. In the event of cancellation, Distributors 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 from his or her former downline organization.**

The former Brand Partner shall not hold himself or herself out as a Radien Distributor and shall not have the right to sell Radien products or services. A Brand Partner whose 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). 11.3 — Involuntary Cancellation

A Brand Partner's violation of any of the terms of the Agreement, including any amendments that may be made by Radien in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the involuntary cancellation of his or her Brand Partner Agreement. Cancellation shall be effective on the date on which written notice is mailed, return receipt requested, to the Brand Partner's last known address, or when the Brand Partner receives actual notice of cancellation, whichever occurs first.

Radien expressly reserves the right to terminate all Brand Partner 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.

19.3 Voluntary Cancellation (Resignation)

A participant in this network marketing plan has the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to Customer Service (customerservice@radienintllc.com). The email must come from the email address of record for that Brand Partner. If a Brand Partner is on the AutoShip program, the Brand Partner's AutoShip Agreement shall continue in force and the former Brand Partner will be reclassified as a Preferred Customer, unless the Brand Partner also specifically requests that his or her AutoShip Agreement also be cancelled or he or she cancels the AutoShip on his or her own. Any commission balance earned under \$20.00 that has not yet been paid may be requested in check form.

19.4 - Non-renewal



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An Associate may also voluntarily cancel his or her Associate Agreement by failing to renew the Agreement on its anniversary date. Any commission balance earned under \$20.00 that has not been paid may be requested in the form of a check.

SECTION 20 — DEFINITIONS

Active Brand Partner — An Brand Partner Brand Partner who satisfies the minimum Personal Sales Volume requirements, as set forth in the Radien Marketing and Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions.

Active Rank — The term “active rank” refers the current rank of an Associate, as determined by the Radien Marketing and Compensation Plan, for any volume period. To be considered “active” relative to a particular rank, a Brand Partner must meet the criteria set forth in the Radien Marketing and Compensation Plan for his or her respective rank. (See the definition of “Rank” below.)

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

Business Center — The term “business center” is defined in the Radien Marketing and Compensation Plan.

Cancel — The termination of a Brand Partners’ business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

Commissionable Products — All Radien products on which commissions and bonuses are paid. Brand Partner replicated web sites and sales aids are not commissionable products.

Company — The term “Company” as it is used throughout the Agreement means Radien

Downline — See “Marketing Organization” below.

Downline Activity Report — An online report generated by Radien that provides critical data relating to the identities of Brand Partner, sales information, and enrollment activity of each Associate’s Marketing Organization. This report contains confidential and trade secret information which is proprietary to Radien.

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

End Consumer — A person who purchases Radien products for the purpose of personally consuming them rather than for resale to someone else.

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

Level — The layers of downline Brand Partner in a particular Brand Partner’s Marketing Organization. This term refers to the relationship of a Brand partner relative to a particular upline Distributor, determined by the number of Brand

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Partners between them who are related by enrollment. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A's fourth level.

Marketing Organization — The Brand Partners enrolled below a particular Distributor.

Official Radien Material — Literature, audio or video tapes, files, and other materials developed, printed, published and distributed by Radien to Brand Partners.

Online Customer — An individual who purchases Radien products through a Brand Partner's replicated Radien web site.

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

Personal Sales Volume (PSV) — The commissionable value of products sold in a calendar month: (1) by the Company to an Associate; and (2) by the Company to the Brand Partner's online customers.

Rank — The "title" that a Brand Partner has achieved pursuant to the Radien Marketing and Compensation Plan.

Recruit — For purposes of Radien's Conflict of Interest Policy (Section 3.8), the term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another Radien Brand Partner to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Brand Partner's actions are in response to an inquiry made by another Distributor.

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

Retail Profit — The difference between the wholesale price of products and the retail price a Brand Partner receives for products when they are resold.

Enroller — A Brand Partner who enrolls another Distributor into the Company, and is listed as the Enroller on the Brand Partner Agreement. The act of enrolling others and training them to become Brand Partner is called "enrolling."

Suggested Retail Price (SRP) — The price at which Radien suggests Brand Partners sell a particular product to retail customers. Notwithstanding the SRP, Associates are always free to sell Radien products at any price they choose.

Upline — This term refers to the Brand Partner or Distributor above a particular Brand Partner in an enrollment line up to the Company. Conversely stated, it is the line of Enrollers that links any particular Brand Partner to the Company.



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Wholesale Price (Wholesale) — The price of the products that is paid to the Company by Brand Partners. The wholesale price is also called Brand Partner Cost. All commissions and bonuses are paid on the wholesale value of Radien products.