



POLICIES and PROCEDURES (Updated on 28th of February 2019)

1.0 INTRODUCTION

1.1 Mutual Commitment Statement

Millennial Lifestyles Management Inc. (hereafter as the “Company” or “Millennial”) recognizes that in order to develop a long-term and mutually rewarding relationship with its salesforce (“Channel Partners”) and Customers, Millennial and its Channel Partners must acknowledge and respect the true nature of the relationship and support the Customers.

A. Our 8Ps in building a world class Channel Marketing Platform,

Philosophy: Making Life Meaningful.

Principle: To always lead by example, with integrity, congruency, discipline and whole hearted execution.

People: To develop good people to great people.

Product: To always provide premium quality & effective products with supplementary programs.

Plan: To provide fail proof hybrid marketing & profit sharing plan for our Channel Partners and consumers with stability and profitability.

Promotion: To create innovative marketing strategies and organizing events for promotions to better support our Channel Partners in reaching out to more consumers.

Penetration: To gain a higher market share for our better products & services internationally with growing Channel Partners with tipping point methodology.

Public Relation: To create and maintain good reputation at all times. To provide the best customer service and support. To create positive social media awareness, cordial media coverage and publicity.

B. In the spirit of mutual understanding and respect, Millennial is committed to:

- I. Provide professional, courteous and prompt service and communications to all of its Channel Partners and Customers;
- II. Provide the highest level of quality products, at fair and reasonable prices;
- III. Exchange or refund the purchase price of any product, service or membership as provided in our Return Policy;
- IV. Deliver orders promptly and accurately;
- V. Expedite orders or checks if an error or unreasonable delay occurs;
- VI. Pay commissions on a timely basis and accurately;



- VII. Roll out new products and programs with Channel Partner input and planning;
- VIII. Implement changes in the Channel Marketing Profits or Policies and Procedures that affect the Channel Partner with input from the Channel Partners;
- IX. Support, protect, and defend the integrity of the Millennial Business Opportunity;
- X. Offer Channel Partners an opportunity to grow with Millennial

C. In return, Millennial expects that its Channel Partners will:

- I. Make reasonable effort(s) to serve their Customers well, support and train their Channel Partners;
- II. Conduct themselves in a professional, honest, and considerate manner;
- III. Present Millennial Corporate and product information in an accurate and professional manner;
- IV. Present the Channel Marketing Profits and Return Policy in a complete and accurate manner;
- V. Not make exaggerated income claims;
- VI. Accurately complete and submit the Channel Partner Agreement and any requested supporting documentation in a timely manner.
- VII. Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;
- VIII. Provide positive guidance to Customers and training to Channel Partners in their organization while exercising caution to avoid interference with other Channel Partner organization. As such, a Channel Partner is discouraged from providing cross-line training and guidance to a Channel Partner or Customer in a different organization without first obtaining consent of the Channel Partner's or Customer's leader in charge;
- IX. Support, protect, and defend the integrity of the Millennial Business Opportunity;

1.2 Channel Marketing Profits and Policies Incorporated into the Channel Partner Agreement

- A. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Millennial Agreement, these Policies and Procedures, and the Millennial Channel Marketing Profits.
- B. It is the responsibility of the Sponsoring Channel Partner to provide the most current version of these Policies and Procedures (available on the Millennial website, www.mlm.com.sg) and Millennial Channel Marketing Profits to each applicant prior to his, her and/or its execution of a Channel Partner Agreement.

1.3 Purpose of Policies

- A. Millennial is an e-commerce cum direct sales company that markets products and services through a network of Channel Partners. To clearly define the relationship that exists between Channel Partners and Millennial, and to explicitly set a standard for acceptable business conduct, Millennial has established these Policies and Procedures.



- B. Millennial Channel Partners are required to comply with: (i) all of the Terms and Conditions set forth in the Channel Partner Agreement, which Millennial may amend from time to time in its sole discretion without prior notification to any Channel Partner; (ii) all relevant laws governing his, her and/or its Millennial business; and (iii) these Policies and Procedures.
- C. Millennial Channel Partners must review the information in these Policies and Procedures carefully and regularly. Should a Channel Partner have any questions regarding a policy or rule, the Channel Partner is encouraged to seek an answer from their Sponsor or any other leader of the Channel Partner. If further clarification is needed the Channel Partner may contact Millennial Customer Service.

1.4 Changes, Amendments, and Modifications

- A. Millennial reserves the right to amend the Agreement (Millennial Agreement, these Policies and Procedures, and the Millennial Channel Marketing Profits) and the prices in its Millennial Product Price List in its sole and absolute discretion and without prior notice. Millennial will post current Policies and Procedures, pricing, and other documents on the website and in the back office so all Channel Partners have access to current Policies, information, and documents. This provision does NOT apply to the arbitration clause found in Section 13, which can only be modified via mutual consent.
- B. Any such amendment, change, or modification shall be effective immediately.

1.5 Effective Date

These Policies and Procedures shall become effective when posted and, at such time, shall automatically supersede any prior Policies and Procedures (the “old Policies and Procedures”), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

1.6 Delays

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

2.0 BASIC PRINCIPLES

2.1 Becoming a Millennial Channel Partner

- A. To become a Channel Partner, an applicant must comply with the following requirements:
 - I. Be of the age of 18 years old and above;
 - II. Reside or have a valid address in the Singapore or as indicated from their country identity card;
 - III. Have a valid taxpayer identification number (i.e., Country Identification Number, Tax ID Number, etc.);



- IV. Submit a properly completed and signed Channel Partner Agreement to Millennial;
- V. Not be a Millennial employee, the Spouse of a Millennial employee or related to an employee of Millennial and living in the same household as such Millennial employee.

2.2 New Channel Partner Registration

- A. A potential new Channel Partner may self-enroll on the Sponsor's website. In such event, instead of a physically signed Channel Partner Agreement, Millennial will accept the web-enrollment and Channel Partner Agreement by accepting the "electronic signature" stating the new Channel Partner has accepted the Terms and Conditions of such Channel Partner Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Channel Partner and Millennial.
- B. Millennial reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested the signed Channel Partner Agreement must be received by Millennial within fourteen (10) days of Millennial's request.
- D. Signed documents, including, but not limited to, Channel Partner personal agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Channel Partner's Channel Partnership.

2.3 Rights Granted

- A. Millennial hereby grants to the Channel Partner a non-exclusive right, based upon the Terms and Conditions contained in the Channel Partner Agreement and these Policies and Procedures, to:
 - I. Purchase Millennial products and services;
 - II. Promote and sell Millennial products and services; and
 - III. Sponsor new Channel Partners and Customers in Singapore and in countries where Millennial may become established after the effective date of these Policies and Procedures.

2.4 Identification Numbers

- A. Each Channel Partner is required to provide his or her Country Identification Number, Tax ID Number, etc., if located in Singapore, to Millennial on the Channel Partner Agreement. Millennial reserves the right to withhold commission payments from any Channel Partner who fails to provide such information or who provides false information.
- B. Upon enrollment, Millennial will provide a Millennial Identification Number to the Channel Partner. This number will be used to place orders, structure organizations, and track commissions and bonuses.



2.5 Business Entities

- A. A corporation, partnership, LLC, or trust (collectively referred to as a “Business Entity”) may apply to be a Millennial Channel Partner. This Channel Partner business and position will remain temporary until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. Millennial must receive these documents within fourteen (14) days from the date the Channel Partner Agreement was signed.
- B. A Millennial Channel Partner may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

2.6 Renewals and Expiration of the Channel Partner Agreement

- A. If the Channel Partner allows his or her Channel Partner Agreement to expire due to nonpayment, the Channel Partner will lose any and all rights to his, her or its downline organization unless the Channel Partner re-activates within sixty (60) days following the expiration of the Agreement.
- B. If the former Channel Partner re-activates within the 60-day time limit, the Channel Partner will resume the rank and position held immediately prior to the expiration of the Channel Partner Agreement. However, such Channel Partner’s paid as level will not be restored unless he, she and/or an entity qualifies at that payout level in the new month. The Channel Partner is not eligible to receive commissions for the time period that the Channel Partner’s Channel Partnership was expired.
- C. Any Channel Partner who was terminated or whose Agreement has expired and lapsed the 60-day grace period is not eligible to re-apply for a Millennial business for six (6) months following the expiration of the Channel Partner Agreement.
- D. The organisation of the expired Channel Partner will roll up to the immediate, active upper Sponsor.

2.7 Independent Business Relationship; Indemnification for Actions

- A. The Millennial Channel Partner is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Channel Partner’s success depends on his or her independent efforts.
- B. The Agreement between Millennial and its Channel Partners does not create an employer/employee relationship, agency, partnership, or joint venture between Millennial and the Channel Partner.
- C. A Millennial Channel Partner shall not be treated as an employee of Millennial for any purposes, including, without limitation, for federal or state tax purposes. All Channel Partners are responsible for paying their taxes due from all compensation earned as a Channel Partner of Millennial. Any other compensation received by Channel Partners from Millennial will be governed by applicable Singapore tax laws (or the tax laws of any other applicable jurisdiction). The Channel Partner has no express or implied authority to bind Millennial to any obligation or to make any commitments by or on behalf of Millennial. Each Channel Partner, whether acting as management of a Business Entity or represented as an individual, shall establish his or her own goals, hours, and methods of operation



and sale, so long as he or she complies with the Terms of the Channel Partner Agreement, these Policies and Procedures and applicable laws.

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

2.8 Insurance

Business Pursuits Coverage.

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

2.9 Errors or Questions

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

3.0 CHANNEL PARTNER RESPONSIBILITIES

3.1 Correct Addresses

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

3.2 Training and Leadership

- A. Channel Partners are encouraged to motivate and train their new Channel Partners about Millennial's products and services, effective sales techniques, the Millennial Channel Marketing Profits and compliance with company Policies and Procedures.
- B. Any Millennial Channel Partner whose Sponsors another Channel Partner into Millennial must perform an authentic assistance and training function to ensure his or her downline is properly



operating his or her Millennial business. Sponsoring Channel Partners should have ongoing contact and communication with the Channel Partners in their organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voicemail, email, personal meetings, accompaniment of their Channel Partners to Millennial meetings, training sessions and any other related functions.

- C. A Sponsoring Millennial Channel Partner should monitor the Channel Partners in his or her organizations to ensure that their Channel Partners do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Channel Partner should be able to provide documented evidence to Millennial of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- D. Marketing product is a required activity in Millennial and must be emphasized in all recruiting presentations.
- E. We emphasize and encourage all Channel Partners to sell Millennial products and services to Customers.
- F. Use of Sales Aids.

To promote both the products and the opportunity Millennial offers, Channel Partners must use the sales aids and support materials produced by Millennial. If Millennial Channel Partners develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Channel Partners' good intentions, they may unintentionally violate any number of statutes or regulations affecting the Millennial business. These violations, although they may be relatively few in numbers, could jeopardize the Millennial opportunity for all Channel Partners. Accordingly, Channel Partners must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. All Channel Partners shall safeguard and promote the good reputation of Millennial and its products. The marketing and promotion Millennial, the Millennial opportunity, the Channel Marketing Profits, and Millennial products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Any Channel Partner who engages in unethical business building practices is subject to disciplinary action by Millennial including commission fines and involuntary account termination.

3.3 Constructive Criticism; Ethics

- A. Millennial desires to provide its independent Channel Partners with the best products and services and Rewards Plan in the industry. Accordingly, Millennial values constructive criticism and encourages the submission of written comments addressed to Millennial Compliance department.
- B. Negative and disparaging comments about Millennial, its products or Channel Marketing Profits Plan, by Channel Partners made to Millennial, in the Field or at Millennial meetings or events, or disruptive behavior at Millennial meetings or events, serve no purpose other than to dampen the enthusiasm of other Millennial Channel Partners. Millennial Channel Partners must not belittle Millennial, other Millennial Channel Partners, Millennial products or services, the Channel Marketing Profits Plan, or



Millennial directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by Millennial.

C. Code of Ethics:

- I. Channel Partners must be honest, responsible, professional and conduct themselves with integrity.
 - II. Channel Partner must show fairness, tolerance, and respect to all people associated with Millennial, regardless of race, gender, social class or religion.
 - III. Channel Partner shall strive to resolve business issues, including situations with Their Upper Channel Partner and their Channel Partners in their organisation, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
 - IV. Channel Partners shall not make disparaging statements about Millennial, other Channel Partners, Millennial employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Channel Marketing Profits Plan, or make statements that unreasonably offend, mislead or coerce others.
- D. Millennial may take appropriate action against a Channel Partner if it determines, in its sole discretion, that a Channel Partner's conduct is detrimental, disruptive, or injurious to Millennial or to other Channel Partners.

3.4 Reporting Policy Violation

A. A Channel Partner who observes a policy violation by another Channel Partner should submit a written and signed letter (email will not be accepted) of the violation directly to the Millennial Corporate Compliance department (compliance@mlm.com.sg). The letter shall set forth the details of the incident as follows:

- I. Dates;
 - II. The nature of the violation;
 - III. Specific facts to support the allegations;
 - IV. Number of occurrences;
 - V. Persons involved; and
 - VI. Supporting documentation
- B. Once the matter has been presented to Millennial, it will be researched thoroughly by the Compliance department and appropriate action will be taken if required. Compliance investigations, findings, and discipline are confidential and the Compliance department is not required to disclose any information regarding investigation or disciplinary actions to anyone except for the Channel Partner(s) who may have corrective action taken against them by Millennial Compliance.



- C. This section refers to the general reporting of Policy violations as observed by other Channel Partners for the mutual effort to support, protect, and defend the integrity of the Millennial business and opportunity. If a Channel Partner has a grievance or complaint against another Channel Partner which directly relates to his or her Millennial business, the Procedures set forth in these Policies must be followed.

3.5 Sponsorship

- A. The Sponsor is the person who introduces a Channel Partner or Customer to Millennial, helps them complete their enrollment, and supports and trains those in their organisation.
- B. Millennial recognizes the Sponsor as the name(s) shown on the first:
 - I. Physically signed Millennial Channel Partner Agreement on file; or
 - II. Electronically signed Channel Partner Agreement from a website or a Millennial Channel Partners website.
- C. Channel Partner Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e., Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Millennial.
- D. Millennial recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Millennial will not allow Channel Partners to engage in unethical sponsoring activities.
- E. All active Channel Partners in good standing have the right to Sponsor and enroll others into Millennial while engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Channel Partner will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Channel Partner who presented a comprehensive introduction to Millennial products or business opportunity.
- F. A Protected Prospect is a guest of any Millennial Channel Partner or Customer who attended a Millennial event or conference call. For sixty (60) days following the event, a Protected Prospect cannot be solicited or sponsored by any other Millennial Channel Partner who attended the same event. A Millennial event can be defined as the following:
 - I. Any Millennial training session;
 - II. Conference call;
 - III. Fly-in meeting; or
 - IV. Presentation, including but not limited to a Millennial at home presentation, whether sponsored by Millennial, a Channel Partner, a Customer, or an agent or agency designated by Millennial.

3.6 Cross Sponsoring Prohibition

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Channel Partner Agreement. Actual or attempted cross



sponsoring is not allowed. If cross sponsoring is verified by Millennial, sanctions up to and including termination of a Channel Partner's Channel Partnership may be imposed.

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

3.7 Adherence to Millennial Channel Marketing Profits Plan

- A. Channel Partner must adhere to the Terms of the Millennial Channel Marketing Profits Plan as set forth in these Policies and Procedures as well as in official Millennial literature. Deviation from the Channel Marketing Profits Plan is prohibited. Millennial reserves the right to, in its sole discretion, determine who goes on company incentive trips or rewards trips.
- B. Channel Partner shall not offer the Millennial opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Millennial literature.
- C. A Channel Partner shall not require or encourage a current or prospective Customer or Channel Partner to participate in Millennial in any manner that varies from the Channel Marketing Profits Plan as set forth in official Millennial literature. Purchase of product is not required to become a Millennial Partner.
- D. A Channel Partner shall not require or encourage a current or prospective Customer or Channel Partner to make a purchase from or payment to any individual or other entity as a condition to participating in the Millennial Channel Marketing Profits Plan, other than such purchases or payments required to naturally build their business.

3.8 Adherence to Laws and Ordinances

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Channel Partners because of the nature of the business. However, Channel Partners must check their local laws and obey the laws that do apply to them.
- B. Channel Partner shall comply with all required laws and regulations in their conduct of his or her Millennial business.

3.9 Compliance with Applicable Income Tax Laws

- A. Channel Partner accepts sole responsibility for and agrees to pay all taxes on any income generated as an independent Channel Partner, and further agrees to indemnify Millennial from any failure to pay such tax amounts when due.
- B. Millennial encourages all Channel Partners to consult with a tax advisor for additional information for their business.



3.10 One Millennial Business Per Channel Partner

A Channel Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Millennial business. No individual may have, operate or receive compensation from more than one Millennial businesses unless approved by Millennial. Individuals of the same family unit may each enter into or have an interest in their own separate Millennial businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as Spouses and dependent children living at or doing business at the same address.

3.11 Actions of Household Members or Affiliated Parties

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

3.12 No Violation of Previous Agreement

You agree that you are not currently in material breach of, and will not during the term of this Agreement be in material breach of, any other contract, obligation, or covenant that would affect your ability to perform hereunder, and as a result of entering into this Agreement, will not materially breach any contract, obligation or covenant (such as a covenant not to compete located in a prior agreement).

3.13 Solicitation for Other Companies or Products

- A. Channel Partner may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the Term of this Agreement and for one (1) year thereafter, a Millennial Channel Partner may not recruit any Millennial Channel Partner or Customer for any other direct sales or network marketing business, unless that Channel Partner or Customer was personally sponsored by such Channel Partner.
- B. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Channel Partner or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Channel Partner’s actions are in response to an inquiry made by another Channel Partner or Customer.
- C. During the term of this Agreement and for a period of six (6) months thereafter, any Millennial Channel Partner must not sell, or entice others to sell, any competing products or services, including training materials, to Millennial Customers or Channel Partners. Any product or service in the same



category as a Millennial product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality. This provision does not apply where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons).

- D. However, a Channel Partner may sell non-competing products or services to Millennial Customers and Channel Partners that they personally sponsored.
- E. Channel Partner may not display or bundle Millennial products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Channel Partner into believing there is a relationship between the Millennial and non-Millennial products and services.
- F. Channel Partner may not offer any non-Millennial opportunity, products or services at any Millennial related meeting, seminar or convention, or immediately following a Millennial event.
- G. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Millennial and its Channel Partners and would inflict irreparable harm on Millennial. In such event, Millennial may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Channel Partner or such Channel Partner's Channel Partnerships including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.14 Presentation of the Millennial Opportunity

- A. In presenting the Millennial opportunity to potential Customers and Channel Partners, a Channel Partner is required to comply with the following provisions:
 - I. Channel Partner shall not misquote or omit any significant material fact about the Channel Marketing Profits Plan.
 - II. Channel Partner shall make it clear that the Channel Marketing Profits Plan is based upon sales of Millennial products and services and upon the sponsoring of other Channel Partners.
 - III. Channel Partner shall make it clear that success can be achieved only through substantial independent efforts.
 - IV. Channel Partner shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Millennial opportunity or Channel Marketing Profits Plan to prospective Channel Partners or Customers.
 - V. Channel Partner may not make any claims regarding products or services of any products offered by Millennial, except those contained in official Millennial literature.
 - VI. Channel Partner may not use official Millennial material to promote the Millennial business opportunity in any country where Millennial has not established a "presence."



3.15 Sales Requirements Are Governed by the Channel Marketing Profits Plan

- A. Channel Partners may purchase Millennial products and then re-sell them at any price they choose unless otherwise specified by Millennial or by any/its product suppliers on a per product basis. Millennial will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Millennial business.
- B. The Millennial program is built on sales to the ultimate consumer. Millennial encourages its Channel Partners to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Channel Partners must never attempt to influence any other Channel Partner to buy more products than they can reasonably use or sell to retail Customers in a month.
- C. Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited. Millennial retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

4.0 ORDERING

4.1 TERMS OF SALE FOR AUTOMATIC MONTHLY REPEAT SALES (MRS) AND SHIPMENTS

Terms of Sale: By enrolling in our **Monthly Repeat Sales (MRS)** program, you agree to setup either a monthly automatic shipment or ship upon activation by choice with a scheduled fee that you agree to at the time of enrollment, to only deliver your requested volume of stocks while helping to hold on to your outstanding stocks till all stocks delivered or the completion of your MRS program or till the allowable duration set by the company. You can activate the delivery at any time within your MRS program prior to the volume of stocks to be shipped through your back office. The support email address is customerservice@mlm.com.sg. If there is permissible defaults or damages on stocks received, please refer to the return procedure found in our Return Policy.

4.2 CANCELTION POLICY

The claim for cancellation must be made through Millennial's Refunds and Product Returns department at email: customerservice@mlm.com.sg within Seven (7) business days of purchase no later than midnight of the seventh business day following the date of the purchased. Channel Partner can only cancel orders before the order ships. If an order has already shipped, please refer to the return policy.

4.3 General Order Policies

- A. "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as a Channel Partner or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Channel Partners or Customers ("phantoms"); (d) purchasing Millennial products or services on behalf of another Channel Partner or Customer, or under another Channel Partner's or Customer's ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of



products or services that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers. A Channel Partner shall not use another Channel Partner's or Customer's credit card or debit checking account to enroll in Millennial or purchase products or services without the account holder's written permission. Such documentation must be kept by the Channel Partner indefinitely in case Millennial needs to reference this.

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

4.4 Insufficient Funds

- A. All checks returned for insufficient funds will be re-submitted for payment. A \$20 fee will be charged to the account of the Channel Partner or Customer for all returned checks and insufficient funds.
- B. Any outstanding balance owed to Millennial by a Channel Partner or Customer of the Channel Partner from non-sufficient funds checks, returned check fees or insufficient fund fees will be withheld by Millennial from a Channel Partner's future bonus and commission checks.
- C. All transactions involving returned checks or insufficient funds or credit card, which are not resolved in a timely manner by the Channel Partner, constitute grounds for disciplinary sanctions.
- D. If a credit card order or any automatic debit is declined the first time, the Customer or Channel Partner will be contacted for an alternate form of payment. If payment is declined a second time, the Customer or Channel Partner may be deemed ineligible to purchase the Millennial products or services.

4.5 Sales Tax Obligation

- A. The Channel Partner shall comply with all taxes and regulations governing the sale of Millennial products and services.
- B. When orders are placed with Millennial, sales tax is prepaid based upon the suggested retail price. Millennial will remit any required sales tax to the appropriate jurisdictions. The Channel Partner may recover the sales tax when he or she makes a sale. Millennial Channel Partners are responsible for any additional sales taxes due on products marked up and sold at a higher price.



- C. Millennial encourages each Channel Partner to consult with a tax advisor for additional information for his or her business.

4.6 Shipping Policy

Millennial will ensure all orders will be shipped by the end of the next business day the order was placed. The delivery speed is determined by the delivery method you choose on your checkout page of your ordered. If you have additional questions regarding delivery, please contact Millennial Customer Service at customerservice@mlm.com.sg.

A. Singapore Standard Delivery

Your order will be shipped using Millennial designated third party local delivery service provider (Please check on the available arrangement) and DHL. These services provided are subjected to their prevailing Transit Timing, pricing and Terms & Conditions.

The expected time till delivery will be an average of 3-5 business days.

B. International Shipping

Your International order will be shipped using Millennial designated third party delivery service provider DHL (Please check on the available arrangement). This service provided is subjected to the delivery provider prevailing Transit Timing, pricing and Terms & Conditions.

The Transit Timing depends on the destination of the delivery of good. Estimated Transit times from Singapore to the various Continents. For DHL are as follows:

1. Europe, 3 to 15 days
2. Asia Pacific, 5 to 18 days
3. Americas, 7 to 18 days
4. Middle East & Africa, 7 to 18 days

- C. International orders may be delayed due to additional cardholder verification that may be required. Shipments to addresses other than credit cardholder's billing address may incur additional delays.

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications

- A. A Channel Partner must be active and in compliance with Millennial Policies and Procedures to qualify for bonuses and commissions. So long as a Channel Partner complies with the current Terms of the Agreement, Millennial shall pay commissions to such Channel Partner in accordance with the current Channel Marketing Profits Plan.
- B. Millennial will not issue a payment to a Channel Partner without the receipt of a completed and signed Millennial Channel Partner Agreement or Electronic Authorization.
- C. Millennial reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds S\$50.



- D. A monthly fee of S\$50 will be deducted from Channel Partner accounts that are inactive (as defined by the Millennial Channel Marketing Profits Plan) and have been holding unclaimed commissions for at least one year.

5.2 Computation of Commissions and Discrepancies

- A. In order to qualify to receive commissions and bonuses, a Channel Partner must be in good standing and comply with the Terms of the Agreement and these Policies and Procedures. Commissions, bonuses, overrides, and achievement levels are calculated each month.
- B. Channel Partner must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the 30-day “grace period” no additional requests will be considered for commission recalculations.
- C. For additional information on payment of commissions, please review the Channel Marketing Profits Plan.

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

- A. Channel Partner receives bonuses and commissions based on the actual sales of products and services to end consumers and to Channel Partners through product and service purchases. When a product or service is returned to Millennial for a refund from the end consumer or by a Channel Partner, the bonuses and commissions attributable to the returned product or service will be deducted from the Channel Partner who received bonuses or commissions on such sales.
- B. In the event that a Channel Partner terminates his or her Channel Partnership, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Millennial, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Millennial to the terminated Channel Partner.

6.0 Return Policy and Process

6.1. Seven-Day Cooling Off Period

This Seven-Day Cooling-Off period is effective for seven (7) business days from the date of purchase and applies to non-delivered or delivered products and cash-and-carry items so long as the following terms and conditions are met:

- A. Product returned must be in brand-new condition and in its original packaging, complete with guarantee card and accessories if any.

B. Cancellation

The claim for cancellation must be made through Millennial’s Refunds and Product Returns department at email: customerservice@mlm.com.sg within Seven (7) business days of purchase no later than midnight of the seventh business day following the date of the purchased.



C. Exchange

The claim for Exchange must be made through Millennial's Refunds and Product Returns department at email: customerservice@mlm.com.sg within Three (3) calendar days of receipt of product(s) no later than midnight of the third calendar day following the date of the product(s) delivered.

D. Product must be unused.

E. In the event of a cancellation with no exchange in product, a refund will be made in the same mode of payment that was used in the original purchase within 30 days upon approval.

F. Delivery charges are non-refundable. We may also charge for the collection of the refunded item.

G. All gifts and vouchers associated with the purchase if any, must also be returned with the product.

H. Millennial reserves the rights to exchange or give a full refund to the customer.

I. This policy does not cover sales with lucky dips and lucky draws.

J. Millennial reserves the rights to amend any of the above terms and conditions without prior notice.

6.2. Procedures when returning Products for a replacement, exchange, or refund

Every Channel Partner, or Preferred Customer, as the case may be, must comply with the following procedures when returning Products for a replacement, exchange, or refund. Please refer to our Millennial Return Policy.

A. Before any product may be returned to Millennial, whether it is a shipping error, Channel Partner, or Preferred Customer return or damaged product, the Channel Partner, or Preferred Customer must write in to Millennial through customerservice@mlm.com.sg to state the reason(s) of return so to obtain a **Request of Return Merchandise ("RRM")** tracking number once verified. Any package received without such identification clearly visible on the package exterior will be refused. The Product must be received by Millennial within Twenty-one (21) calendar days from the date the RRM is issued.

B. Pack and ship the Products to Millennial. Proper shipping carton(s) and packing material are to be used and the best and most economical means of shipping is suggested. Any package received without the RRM clearly visible on the package exterior may be refused.

C. Return requests must be clearly written with complete details (name, address, telephone number, email – if available, and any other information which would allow Millennial to verify the sale and subsequent return). Unverifiable sales cannot be replaced. Falsified information could lead to further investigation and possible suspension of all rights as a Channel Partner.

D. Millennial will not refund, to any Channel Partner, the purchase price of any retail customer returns and no replacement products will be released if the conditions of the rule are not met.

E. Shipping costs associated with returning product are the responsibility of the customer/Channel Partner returning the product. Any commissions and bonuses earned on the returned products will



be deducted from the refund amount on all return transactions. Returned product may impact bonuses and commissions paid to the affiliates. Channel Partner must be in good standing.

7.0 PRIVACY POLICY

7.1 Introduction

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

7.2 Expectation of Privacy

- A. Millennial recognizes and respects the importance its Customers and Channel Partners place on the privacy of their financial and personal information. Millennial will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers' and Channel Partners' financial and account information and nonpublic personal information.
- B. By entering into the Channel Partner Agreement, a Channel Partner authorizes Millennial to disclose his or her name and contact information to Upper Channel Partners solely for activities related to the furtherance of the Millennial business. A Channel Partner hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her organization and conducting the Millennial business.

7.3 Employee Access to Information

Millennial limits the number of employees who have access to Customer's and Channel Partners' nonpublic personal information.

7.4 Restrictions on the Disclosure of Account Information

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

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information

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



8.2 Obligation of Confidentiality

A. During the Term of the Millennial Channel Partner Agreement and for a period of five (5) years after the termination or expiration of the Channel Partner Agreement between the Channel Partner and Millennial, the Channel Partner shall not:

- I. Use the information in the Reports to compete with Millennial or for any purpose other than promoting his or her Millennial business;
- II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

8.3 Breach and Remedies

The Channel Partner acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Millennial and to independent Millennial businesses. Millennial and its Channel Partners will be entitled to injunctive relief or to recover damages against any Channel Partner who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses.

8.4 Return of Materials

Upon demand by Millennial, any current or former Channel Partner will return the original and all copies of all "Reports" to Millennial together with any Millennial confidential information in such person's possession.

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

9.1 Labeling, Packaging, and Displaying Products

- A. Channel Partner may not re-label, re-package, refill, or alter labels of any Millennial product, or service, information, materials or program(s) in any way. Millennial products and services must only be sold in their original containers from Millennial. Such re-labeling or repackaging violates laws, which may result in criminal or civil penalties or liability.
- B. Channel Partner shall not cause any Millennial product or service or any Millennial trade name to be sold or displayed in retail establishments except:
 - I. Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons);
 - II. Where the retail establishment is owned or managed by the Channel Partner and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- C. Millennial will permit Channel Partners to solicit and make Commercial Sales upon prior written approval from Millennial. For the purpose of these Policies and Procedures, the term "Commercial Sale" means the sale of:



- I. Millennial products that equal or exceed \$5,000 in a single order;
- II. Products sold to a third party who intends to resell the products to an end consumer.
- D. A Channel Partner may sell Millennial products and services and display the Millennial trade name at any appropriate display booth (such as trade shows) upon prior written approval from Millennial.
- E. Millennial reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Millennial opportunity.

9.2 Use of Company Names and Protected Materials

- A. Channel Partner must safeguard and promote the good reputation of Millennial and the products and services it markets. The marketing and promotion of Millennial, the Millennial opportunity, the Channel Marketing Profits Plan, and Millennial products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. All promotional materials supplied or created by Millennial must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Millennial Compliance department.
- C. The name of Millennial, each of its product and service names and other names that have been adopted by Millennial in connection with its business are proprietary trade names, trademarks and service marks of Millennial. As such, these marks are of great value to Millennial and are supplied to Channel Partners for their use only in an expressly authorized manner.
- D. Channel Partner's use of the name "**MILLENNIAL LIFESTYLES MANAGEMENT INC PTE. LTD.**" is restricted to protect Millennial proprietary rights, ensuring that the Millennial protected names will not be lost or compromised by unauthorized use. Use of the COMPANY name on any item not produced by Millennial is prohibited except as follows:
 - I. [Channel Partner's name] Independent Millennial Channel Partner
 - II. [Channel Partner's name] Independent Channel Partner of Millennial products and services.
- E. Further procedures relating to the use of the Millennial name are as follows:
 - I. All stationary (i.e., letterhead, envelopes, and business cards) bearing the Millennial name or logo intended for use by the Channel Partner must be approved in writing by the Millennial Compliance department.
 - II. Millennial Channel Partners may list "Independent Millennial Channel Partner or Channel Partner" in the white pages of the telephone directory under his or her own name.
 - III. Millennial Channel Partners may not use the name **MILLENNIAL LIFESTYLES MANAGEMENT INC PTE. LTD.** or **Millennial** in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "**Independent Millennial Channel Partner.**"



- F. Certain photos and graphic images used by Millennial in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Channel Partners. If a channel Partner wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. Channel Partner shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Millennial or its programs, products or services without prior written permission from the Millennial Compliance department.
- H. Channel Partner may not produce for sale or distribution any Company event or speech, nor may a Channel Partner reproduce Millennial audio or video clips for sale or for personal use without prior written permission from the Millennial Compliance department.
- I. Millennial reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Channel Partner.
- J. Channel Partner shall not promote non- Millennial products or services in conjunction with Millennial products or services on the same websites or same advertisement without prior approval from Millennial Compliance.
- K. Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Millennial may not be made except those contained in official Millennial literature. In particular, no Channel Partner may make any claim that Millennial 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 do such claims violate Millennial policies, but also, they potentially violate laws and regulations.

9.3 Email - Limitations

- A. Except as provided in this section, a Channel Partner may not use or transmit unsolicited email, mass email distribution, or “spamming” that advertises or promotes the operation of his or her Millennial business. The exceptions are:
 - I. Emailing any person who has given prior permission or invitation;
 - II. Emailing any person with whom the Channel Partner has established a prior business or personal relationship.
- B. In all states or territories where prohibited by law, a Channel Partner may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- C. All email or computer broadcasted documents subject to this provision shall include each of the following:



- I. A clear and obvious identification that the email message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
 - II. A clear return path or routing information;
 - III. The use of legal and proper domain name;
 - IV. A clear and obvious notice of the opportunity to decline to receive further commercial email messages from the sender;
 - V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - VI. The true and correct name of the sender, valid senders email address, and a valid sender physical address;
 - VII. The date and time of the transmission;
 - VIII. Upon notification by recipient of his or her request not to receive further emailed documents, a Millennial Channel Partner shall not transmit any further documents to that recipient.
- D. All email or computer broadcasted documents subject to this provision shall not include any of the following:
- I. Use of any third-party domain name without permission;
 - II. Sexually explicit materials.

9.4 Internet and Third-Party Website Restrictions

- A. Channel Partner may not use or attempt to register any of Millennial trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company’s name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, email addresses, web pages, or blogs.
- B. Channel Partner may not sell Millennial products, services or offer the Business Opportunity using “online auctions,” such as eBay®.
- C. Millennial products may not be displayed with other products or services.
- D. Social media sites may not be used to sell or offer to sell Millennial products or services. PROFILES A CHANNEL PARTNER GENERATES IN ANY SOCIAL COMMUNITY WHERE MILLENNIAL IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE CHANNEL PARTNER AS A MILLENNIAL CHANNEL PARTNER, and when a Channel Partner participates in those communities, Channel Partners must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. The determination of what is inappropriate is at the sole discretion of Millennial, and offending Channel Partners will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Millennial approved



library and be produced only by Millennial - approved vendors. If a link is provided, it must link to the posting Channel Partner's replicated website.

- E. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Channel Partners will be subject to disciplinary action.
- F. Channel Partners may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments channel Partners create or leave must be useful, unique, relevant, and specific to the blog's article.
- G. Channel Partners must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent Channel Partner for Millennial. Anonymous postings or use of an alias is prohibited.
- H. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Millennial income opportunity, Millennial's products and services, and/or your biographical information and credentials.
- I. Channel Partners are personally responsible for their postings and all other online activity that relates to Millennial. Therefore, even if a Channel Partner does not own or operate a blog or Social Media site, if a Channel Partner posts to any such site that relates to Millennial or which can be traced to Millennial, the Channel Partner is responsible for the posting. Channel Partners are also responsible for postings which occur on any blog or Social Media site that the Channel Partner owns, operates, or controls.
- J. As a Millennial Channel Partner, it is important to not converse with any person who places a negative post against you, other Channel Partners, or Millennial. Report negative posts to Millennial at compliance@mlm.com.sg. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Millennial, and therefore damages the reputation and goodwill of Millennial.
- K. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, Millennial therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that Channel Partners using, or who wish to use, such sites adhere to the Millennial policies relating to third-party websites.
- L. If your Millennial business is canceled for any reason, you must discontinue using the Millennial name, and all Millennial trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent Millennial Channel Partner, you must conspicuously disclose that you are no longer an independent Millennial Channel Partner.
- M. Failure to comply with these Policies for conducting business online may result in the Channel Partner losing their right to advertise and market Millennial products, services and Millennial's



business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

9.5 Advertising and Promotional Materials

- A. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- B. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Millennial Compliance department.
- C. You may not advertise any Millennial products or services at a price LESS than the highest company published, established retail price of ONE offering of the Millennial product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
- D. All requests for approvals with respect to advertising must be directed in writing to the Millennial Compliance department.
- E. Blind ads are not permitted.

9.6 Testimonial Permission

By signing the Millennial Channel Partner Agreement, a Channel Partner gives Millennial permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Millennial Business Opportunity, a Channel Partner waives any right to be compensated for the use of his or her testimonial or image and likeness even though Millennial may be paid for items or sales materials containing such image and likeness. In some cases, a Channel Partner's testimonial may appear in another Channel Partner's advertising materials.

9.7 Telemarketing – Limitations

- A. Channel Partner must not engage in telemarketing in relation to the operation of the Channel Partner's Millennial business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Millennial products or services, or to recruit them for the Millennial opportunity.
- B. Most countries have laws that restrict telemarketing practices like the "do not call" regulations as part of their telemarketing laws.
- C. While a Channel Partner may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the "Do Not Call" registry could cause the Channel Partner to violate the law. These regulations must not be taken lightly, as they carry significant penalties.



D. "Cold calls" made to prospective Customers, or Channel Partners that promote either Millennial products, services or the Millennial opportunity is considered telemarketing and is prohibited.

E. Exceptions to Telemarketing Regulations

A Channel Partner may place telephone calls to prospective Customers, or Channel Partners under the following limited situations:

- I. If the Channel Partner has an established business relationship with the prospect;
- II. In response to the prospect's personal inquiry or application regarding a product or service offered by the Millennial Channel Partner, within three (3) months immediately before the date of such a call;
- III. If the Channel Partner receives written and signed permission from the prospect authorizing the Channel Partner to call;
- IV. If the call is to family members, personal friends, and acquaintances. However, if a Channel Partner makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, this may consider a form of telemarketing that is not subject to this exemption;
- V. Millennial Channel Partners engaged in calling "acquaintances," must make such calls on an occasional basis only and not as a routine practice.
- F. Channel Partner shall not use automatic telephone dialing systems in the operation of his or her Millennial businesses.
- G. Failure to abide by Millennial policies or regulations as set forth regarding telemarketing may lead to sanctions against the Channel Partner's Channel Partnership, up to and including termination of the Channel Partnership.
- H. By signing the Channel Partner Agreement, or by accepting commission checks, other payments or awards from Millennial, a Channel Partner gives permission to Millennial and other Channel Partners to contact them as permitted under the "Do Not Call" regulations.
- I. In the event a Channel Partner violates this section, Millennial reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

10.1 International Marketing Policy

- A. Channel Partner is authorized to sell Millennial products and services, to Customers and Channel Partners only in the countries in which Millennial is authorized to conduct business, according to the Policies and Procedures of each country. Millennial Partners may not sell products or services in any country where Millennial products and services have not received applicable government authorization or approval.
- B. A Channel Partner may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Channel Partners, nor conduct any



other activity for the purpose of selling Millennial products and services, establishing a sales organization, or promoting the Millennial business opportunity.

11.0 CHANGES TO A CHANNEL PARTNER BUSINESS

11.1 Modification of the Channel Partner Agreement

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

11.2 Change Sponsor or Placement for Active Channel Partners

- A. Maintaining the integrity of the organisational structure is mandatory for the success of Millennial and our independent Channel Partners. As such, under exceptional circumstances at the discretion of the Company, a request to change placement may only be made within the first three (3) days of initial enrollment as a Channel Partner. Furthermore, such changes may only occur within the same organization.
- B. Sponsors may make “Placement changes” from one Channel Partner to another for personally Sponsored (frontline) Channel Partners during the first three (3) days of enrollment.
- C. New Channel Partners or their original Sponsor may request a change of Sponsor or Placement within the first three (3) days of enrollment for the purpose of structuring an organization. The new Channel Partner Agreement must be received within the calendar month for commission calculations to be effective with the requested change.
- D. To change or correct the Sponsor, a Channel Partner must comply with following procedures:
 - I. Submit a Sponsor Placement Transfer Form;
 - II. Submit a Millennial Channel Partner Agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;
 - III. The Channel Partner Agreement must be a new, completed document bearing “fresh” signatures, not a “crossed-out” or “white-out” version of the first Agreement.
- E. Upon approval, the Channel Partner’s organization (downward), if any, will transfer with the Channel Partner.
- F. If one transfer has already been made a \$20 fee will be assessed for the second and for each transfer thereafter.
- G. After the first three (3) days from initial enrollment, Millennial will honor the Sponsor/Placement as shown:



- I. On the most recently signed Channel Partner Agreement on file; or
- II. Self-enrolled on the website (i.e., electronically signed Web Agreement).
- H. Millennial retains the right to approve or deny any requests to change Sponsor or Placement and to correct any errors related thereto at any time and in whatever manner it deems necessary.

11.3 Change Sponsor or Placement for Inactive Channel Partners

- A. At the discretion of Millennial, Channel Partners who have not ordered products or services for at least six (6) months, and who have not tendered a letter of resignation, are eligible to re-enroll in Millennial under the Sponsor/Placement of their choice.
- B. Upon written notice to Millennial that a former Channel Partner wishes to re-enroll, Millennial will “compress” (close) the original account. A new Millennial ID number will then be issued to the former Channel Partner.
- C. Such Channel Partner does not retain former rank, organization (downward), or rights to commission checks from his or her former organizations.
- D. Millennial reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

11.4 Change Organizations

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

11.5 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Channel Partner from another Channel Partner or influencing another Channel Partner to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Millennial Compliance department within the first 90 days of enrollment. If the reports are substantiated, Millennial may transfer the Channel Partner or the Channel Partner’s organization (downward) to another sponsor,



Placement or organization without approval from the current Upper Sponsor or Placement Channel Partners. Millennial remains the final authority in such cases.

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

11.6 Sell, Assign, or Delegate Ownership

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for Millennial to place restrictions on the transfer, assignment, or sale of a Channel Partnership.
- B. Channel Partner may not sell or assign his or her rights or delegate his or her position as a Channel Partner without written approval by Millennial, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Millennial.
- C. Should the sale be approved by Millennial, the Buyer assumes the position of the Seller at the current qualified title, but at the current “paid as” rank, at the time of the sale and acquires the Seller’s organization (Downward).
- D. To request corporate authorization for a sale or transfer of a Millennial Channel Partnership, the following items must be submitted to the Millennial Compliance department;
 - I. A Sale/Transfer of Channel Partnership Form properly completed, with the requisite signatures.
 - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
 - III. A Millennial Channel Partner Agreement completed and signed by the Buyer;
 - IV. Payment of the S\$100 administration fee;
 - V. Any additional supporting documentation requested by Millennial.
- E. Any debt obligations that either Seller or Buyer may have with Millennial must be satisfied prior to the approval of the sale or transfer by Millennial.



- F. Channel Partner who sells his or her Channel Partnership is not eligible to re-enroll as a Millennial Channel Partner in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.7 Separating a Millennial Business

- A. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:
 - I. One of the parties may, with the written consent of the other(s), operate the Millennial business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize Millennial to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee;
 - II. The parties may continue to operate the Millennial business jointly on a “business as usual” basis, whereupon all compensation paid by Millennial will be paid in the name designated as the Channel Partners or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Millennial will pay compensation to the name on record and in such event, the Channel Partner named on the account shall indemnify Millennial from any claims from the other business owner(s) or the other Spouse with respect to such payment.
- B. Millennial recognizes only one Channel Partner organization and will issue only one commission check per Millennial business per commission cycle. Under no circumstances will the organization (Downward) of an organization be divided, nor will Millennial split commission and/or bonus checks.
- C. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Millennial business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Channel Partner or active Customer in the former organization, and must develop a new business in the same manner as any other new Millennial Channel Partner. A Channel Partner in the Relinquishing Party’s former Channel Partner who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 13.5.

11.8 Succession

- A. Upon the death or incapacity of a Channel Partner, the Channel Partner’s business may be passed on to his or her legal successors in interest (successor). Whenever a Channel business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Channel Partner’s sales organization. The successor must:
 - I. Complete and sign a new Millennial Channel Partner Agreement;
 - II. Comply with the Terms and provisions of the Channel Partner Agreement; and
 - III. Meet all the qualifications for the last rank achieved by the former Channel Partner.



- B. Bonus and commission checks of a Millennial business transferred based on this section will be paid in a single check to the successor. The successor must provide Millennial with an “address of record” to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the Channel Partnership, not the highest rank or volume achieved.
- C. If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a taxpayer identification number. Millennial will issue all bonus and commission payments and one Income Tax form if any to the managing business entity only.
- D. Appropriate legal documentation must be submitted to Millennial Compliance department to ensure the transfer is done properly. To affect a testamentary transfer of a Millennial business, the successor must provide the following to Millennial Compliance department:
 - I. A certified copy of the death certificate; and
 - II. A notarized copy of the will or other appropriate legal documentation establishing the successor’s right to the Millennial business.
- E. To complete a transfer of the Millennial business because of incapacity, the successor must provide the following to the Millennial Compliance department:
 - I. A notarized copy of an appointment as trustee;
 - II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee’s right to administer the Millennial business; and
 - III. A completed Channel Partner Agreement executed by the trustee.
- F. If the successor is already an existing Channel Partner, Millennial will allow such Channel Partner to keep his or her own Channel Partnership plus the inherited Channel Partnership active for up to six (6) months. By the end of the 6-month period, the Channel Partner must have compressed (if applicable), sold or otherwise transferred either the existing Channel Partnership or the inherited Channel Partnership.
- G. If the successor wishes to terminate the Millennial Channel Partnership, he or she must submit a notarized statement stating the desire to terminate the Channel Partnership, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- H. Upon written request, Millennial may grant a one (1) month bereavement waiver and pay out at the last “paid as” rank.

11.9 Resignation/Voluntary Termination

- A. A Channel Partner may immediately terminate his or her Channel Partnership by submitting a written notice or email to the Millennial Compliance department at compliance@mlm.com.sg. The written notice must include the following:
 - I. The Channel Partner’s intent to resign;



- II. Date of resignation;
 - III. Millennial Identification Number;
 - IV. Reason for resigning; and
 - V. Signature.
- B. Channel Partner may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Channel Partner who has voluntarily resigned is not eligible to reapply for a Channel Partnership or have any financial interest in a or any Millennial business for six (6) months from the receipt of the written notice of resignation.

11.10 Involuntary Termination

- A. Millennial reserves the right to terminate a Channel Partner's Channel Partnership for, but not limited to, the following reasons:
- I. Violation of any Terms or Conditions of the Channel Partner Agreement;
 - II. Violation of any provision in these Policies and Procedures;
 - III. Violation of any provision in the Channel Marketing Profits Plan;
 - IV. Violation of any applicable law, ordinance, or regulation regarding the Millennial business;
 - V. Engaging in unethical business practices or violating standards of fair dealing; or
 - VI. Returning over S\$500 worth of products, services and/or sales tools for a refund within a twelve (12) month period.
- B. Millennial will notify the Channel Partner in writing by email, at his or her last email address on file for the account of its intent to terminate the Channel Partner's Channel Partnership and the reasons for termination. The Channel Partner will have fifteen (15) calendar days from the date of email notification of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Millennial will then have thirty (30) calendar days from the date of receipt of the Channel Partner's response to render a final decision as to termination.
- C. If a decision is made by Millennial to terminate the Channel Partner's Channel Partnership, Millennial will inform the Channel Partner in writing that the Channel Partnership is terminated effective as of the date of the written notification. The Channel Partner will then have fifteen (15) calendar days from the date of mailing of such notice to appeal the termination in writing. Millennial must receive the Channel Partner's written appeal within twenty (20) calendar days of the date of the Millennial termination letter. If the written appeal is not received within this time period, the termination will be considered final.
- D. If the Channel Partner does file a timely appeal of termination, Millennial will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and



notify the Channel Partner of its decision. The decision of Millennial is then considered final and not subject to further review.

- E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Millennial. The former Channel Partner shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Millennial products or services. The organization of the terminated Channel Partner will “roll up” to the active Upper Sponsor on record.
- F. The Millennial Channel Partner who is involuntarily terminated by Millennial may not reapply for a Channel Partnership, either under his or her present name or any other name or entity, without the express written consent of an officer of Millennial, following a review by the Millennial Compliance Committee. In any event, such Channel Partner may not re-apply for a Channel Partnership for six (6) months from the date of termination.

11.11 Effect of Cancellation

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

12.0 DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action – Purpose

It is the spirit of Millennial that integrity and fairness should pervade among its Channel Partners, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Millennial reserves the right to impose disciplinary sanctions at any time, when it has determined that a Channel Partner has violated the Agreement or any of these Policies and Procedures or the Channel Marketing Profits Plan as they may be amended from time to time by Millennial.

12.2 Consequences and Remedies of Breach

- A. Disciplinary actions may include one or more of the following:
 - I. Monitoring a Channel Partner’s conduct over a specified period of time to assure compliance;
 - II. Issuance of a written warning or requiring the Channel Partner to take immediate corrective action;



- III. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments until the matter causing the Commission Hold is resolved or until Millennial receives adequate additional assurances from the Channel Partner to ensure future compliance;
- IV. Suspension from participation in Company or channel Partner events, rewards, or recognition;
- V. Millennial reserves the right to, in its sole discretion, determine who goes on company incentive trips or rewards trips;
- VI. Suspension of the Millennial Channel Partner Agreement and Channel Partnership for one or more pay periods;
- VII. Involuntary termination of the Channel Partner's Agreement and Channel Partnership;
- VIII. Any other measure which Millennial deems feasible and appropriate to justly resolve injuries caused by the Channel Partner's Policy violation or contractual breach; OR
- IX. Legal proceedings for monetary or equitable relief.

13.0 DISPUTE RESOLUTION

13.1 Grievances

- A. If a Millennial Channel Partner has a grievance or complaint against another Channel Partner regarding any practice or conduct relating to their respective Channel businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Millennial Compliance department as outlined below in this Section.
- B. The Millennial Compliance department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Channel Partners involved.
- C. Millennial will confine its involvement to disputes regarding Millennial business matters only. Millennial will not decide issues that involve personality conflicts or unprofessional conduct by or between Channel Partners outside the context of a Millennial business. These issues go beyond the scope of Millennial and may not be used to justify a Sponsor or Placement change or a transfer to another Millennial organization.
- D. Millennial does not consider, enforce, or mediate third party agreements between Channel Partners, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
 - I. The Millennial Channel Partner should submit a written letter of complaint (email will not be accepted) directly to the Millennial Compliance department. The letter shall set forth the details of the incident as follows:
 - a. The nature of the violation;
 - b. Specific facts to support the allegations;



- c. Dates;
 - d. Number of occurrences;
 - e. Persons involved; and
 - f. Supporting documentation.
- II. Upon receipt of the written complaint, Millennial will conduct an investigation according to the following procedures:
- a. The Compliance department will send an acknowledgment of receipt to the complaining Channel Partner;
 - b. The Compliance department will provide a verbal or written notice of the allegation to the Channel Partner under investigation. If a written notice is sent to the Channel Partner, he or she will have ten (10) business days from the date of the notification letter to present all information relating to the incident for review by Millennial.
 - c. The Compliance department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary.
 - d. During the course of the investigation, the Compliance department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Channel Partner calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
 - E. Millennial will make a final decision and timely notify the Millennial Channel Partners involved. The Compliance department is not required to disclose information regarding penalties or corrective action to anyone except the Channel Partner who Millennial Compliance educates, penalizes, terminates, or has their account or practices relating to Millennial investigated or reviewed by Millennial Compliance.

13.2 Arbitration

- A. Any controversy or claim arising out of or relating to the Millennial Channel Partner agreement, these Policies and Procedures, or the breach thereof, the Channel Partner’s business or any dispute between Millennial and the Channel Partner, shall be settled by binding and confidential arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Singapore.
- B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney’s fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.



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

13.3 Severability

If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

13.4 Waiver

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

13.5 Successors and Claims

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

14.0 GOVERNING LAW

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the Republic of Singapore and the exclusive jurisdiction of the Singapore courts.

15.0 GLOSSARY OF TERMS

AGREEMENT:



The contract between the Company and each Channel Partner; includes the Channel Partner Agreement, the Millennial Policies and Procedures, and the Millennial Channel Marketing Profits Plan, all in their current form and as amended by Millennial in its sole discretion. These documents are collectively referred to as the “Agreement.”

CHANNEL MARKETING PROFITS PLAN:

The guidelines and referenced literature for describing how Channel Partners can generate commissions and bonuses.

CUSTOMER:

A Customer who purchases Millennial products and does not engage in building a business or retailing product.

CHANNEL PARTNER:

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

SPONSOR:

A Channel Partner who enrolls a Customer, Retailer, or another Channel Partner into the Company, and is listed as the Sponsor on the Channel Partner Agreement. The act of enrolling others and training them to become Channel Partners is called “sponsoring.”

UPPER CHANNEL PARTNER:

This term refers to the Channel Partner or channel Partners above a particular Channel Partner in a sponsorship line up to the Company. It is the line of sponsors that links any particular channel Partner to the Company.

ACTIVE CHANNEL PARTNER:

A Channel Partner who satisfies the minimum volume requirements, as set forth in the Channel Marketing Profits Plan, to ensure that they are eligible to receive bonuses and commissions.

ORGANIZATION (downward):

The Customers and Channel Partners placed below a particular Channel Partner.

OFFICIAL MILLENNIAL MATERIAL:

Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Millennial Channel Partners.

PLACEMENT:

Your position inside your Sponsor’s organization.

RESALABLE:



Products shall be deemed “resalable” if each of the following elements is satisfied:

- (i) they are unopened and unused;
- (ii) original packaging and labelling has not been altered or damaged;
- (iii) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and
- (iv) the product contains current Millennial labelling. Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item, shall not be resalable.

CANCEL:

The termination of a Channel Partner’s business. Cancellation may be either voluntary, involuntary, or through non-renewal.