



POLICY GUIDE FOR VITAMARK PARTNERS

THE VITAMARK POLICY GUIDE IS A HELPFUL REFERENCE FOR PARTNERS WHO WANT TO LEARN MORE ABOUT THE WAY THIS OPPORTUNITY WORKS. IT INCLUDES A GLOSSARY OF KEY TERMS, ETHICAL GUIDELINES AND THE POLICIES THAT RELATE TO BECOMING A PARTNER, PLACING ORDERS, PROCESSING REFUNDS AND EXCHANGES, AND MANAGING YOUR ACCOUNT.

SECTION I. GLOSSARY OF IMPORTANT TERMS

VITAMARK OPERATING SYSTEM

We call our compensation plan and online support tools the Vitamark Operating System. You will often see this abbreviated as Vitamark OS or VOS.

PERSONAL BONUS POINTS (PBP)

Your Personal Bonus Points, or PBP, are the total of your personal points and points generated by your customers' purchases.

UNENCUMBERED BONUS POINTS (BP)

Unencumbered Bonus Points (BP) consist of all the weekly volume in your organization down to the next bonus qualifier who is of equal or greater status as compared to you.

WEEKLY CHECKS

Vitamark pays bonuses on a weekly basis, mailing your earnings every Tuesday. If your bonuses total less than \$25, you will receive a check once your retained earnings accumulate to \$25 or more.

ACTIVE PARTNER

Once Partners reach Silver status (25 BP Autoship), the first stage of compensation in Vitamark, we refer to them as Active Partners. This means that they are eligible to earn bonuses. They retain this status of eligibility for as long as they are a Silver Partner. Partners that go sixteen weeks without generating orders totaling 100BP, will not be able to earn bonuses until they re-qualify at the Silver level or above. The personal enrollees in their downline organization will roll up to their sponsor. When a partner regains their bonus status, they will not regain the enrollment credit of any personal

enrollees who have rolled up to their sponsor.

SECTION II. VALUES & CONDUCT

Vitamark is a values-based organization that prides itself on the quality and character of its Partners. The following guidelines help insure a uniform standard of excellence throughout our team!

1. As a Partner, you are personally responsible for any claims/representations made in regard to Vitamark products or business opportunity, whether verbal or written. Partners agree not to misrepresent Vitamark International®, its products, or the Vitamark Operating System (VOS).
2. For your protection, Partner advertising and promotional materials must be approved. Before materials you produce can be reproduced or distributed, they must be submitted for approval by Vitamark. This includes all recruiting and training tools, including websites. Failure to secure proper approval may result in censure or cancellation. If materials require legal review, such review will be conducted at the Partner's expense.
3. Partners may not display commission figures, bonus checks, income tax forms or similar records to represent anticipated or potential product sales figures or weekly, monthly or annual sales commission or bonus figures. As with any business opportunity, no one can be guaranteed success as a Vitamark Partner.
4. As a Partner, you agree not to make claims that guarantee financial results to prospects or physical benefits to customers. No Partner may make any statements that imply that people who choose to participate in Vitamark International® are assured of earning substantial sums of money, nor may a claim be made about the potential results of any Vitamark product.
5. Partners are prohibited from appropriating the company name or any variation thereof as part of any Internet Domain Name without express written consent from Vitamark International®.

Partners are further prohibited from setting up bank accounts or any professional business accounts using the name Vitamark, Vitamark International®, or any variation thereof. This is an essential provision to avoid confusion.

6. All Partner purchases and sales must be conducted in strict compliance with all applicable laws, ordinances, regulations and other requirements of the federal, state, county, city and province involved. When necessary, Partners shall obtain all permits, licenses, and other consents for the operation of his or her business, pay all taxes, expenses, debts, and other liabilities when due, and in all respects operate in a lawful and ethical manner. In all states and provinces where Vitamark International® is not required to collect sales tax, the Partner is responsible for obtaining his/her own sales tax license and remitting sales tax.
7. Certain restrictions will be enforced upon Partners who violate Vitamark policies. These policies have been carefully written to protect customers, Partners and the company. When you enroll as a Partner, you agree to abide by these standards.

A. Policy violations include, but are not limited to:

Contact with any Vitamark International® Partners not personally sponsored, for the purpose of recruiting them into another competitive marketing endeavor, or
Contact with any Vitamark Partner from another line of sponsorship in an attempt to recruit them into a second position.

B. Restrictions enforced upon Partners who are found guilty of policy violations may include:

Cancellation. Cancellation for just cause is a permanent revocation of the Partner's right to sell Vitamark products, to sponsor Partners, attend meetings and events and to receive other benefits of being a Vitamark Partner.
Censure. Censure may consist of the withholding of bonus money, of the violator's name being removed from the upline approval requirement for

line moves, or of various other penalties to be determined by management.

Before any action is taken, an investigation will be conducted. To report policy violations, a Partner must file a formal complaint in writing. Address your concerns to Vitamark's corporate headquarters.

SECTION III. POLICIES

A. YOUR PARTNER AGREEMENT

1. Each Partner is an Independent Contractor and is authorized to receive Partner agreement forms and checks (made out to Vitamark only) and forward them to Vitamark's corporate offices. Vitamark International® advises that each new Partner submit his or her own Partner Agreement form to insure expediency in processing this form.
2. Vitamark cannot be responsible for delays in the processing of Partner Agreements unless they are submitted directly to the Vitamark corporate offices. If you submit your Partner Agreement by fax or website, please do not follow with a hard copy by mail. Multiple agreements received for the same Partner Account will delay or potentially double the processing of your agreement.
3. All Partner Agreements will be credited to the week in which they are received by Vitamark. Our credit week is Sunday - Saturday.

B. PARTNER & CUSTOMER ORDERS

1. Orders are processed using the most current prices available at the time of processing.
2. Orders are processed in a timely fashion, as they are received by Vitamark, and not according to the date on the order form.
3. The 70% Requirement. Each Vitamark Partner commits to personally use, sell, or use in business building at least 70% of every order placed with Vitamark. Purchasing product solely for the purpose of collecting bonuses is prohibited. No

bonuses, commissions or other compensation may be paid to any Partner unless it is based in part on the sale of Vitamark products to end users.

4. Shipping. Each order's shipping is calculated on actual shipping charges plus a \$2.00 processing and handling fee.
5. Changes to orders. Be sure to check your order before completing it. Vitamark will not be able to catch an order to add additional products. You must place a separate order.
6. Autoship orders: To avoid additional charges, any changes must be made before 9AM the day the Autoship is set to run. A 10% restocking or change fee will be applied to any Autoship changes made after the deadline.

C. REFUNDS & EXCHANGES

1. Quality Guarantee. Vitamark products are covered by a quality guarantee. While this guarantee applies to quality and does not imply that results are guaranteed, if for any reason you or your customer are dissatisfied with the quality of a Vitamark product, we will exchange it for another product of equal value within 90 days of purchase.
2. The 30-Day Money Back Guarantee. Vitamark requires its Partners to offer their customers a 30-day money back guarantee. If a Partner's customer is dissatisfied with any Vitamark product, the Partner must refund the customer's money. The Partner may then exchange that product for another product of equal value. Customers who order directly from Vitamark through our website will be refunded directly by Vitamark, with the appropriate bonus adjustments made.
3. Partner Returns. Once a Partner has notified Vitamark in writing of a resignation, he or she may, within 30 days, return resalable products for a 90% refund only on the last order placed. Note that product must be in re-salable condition. The maximum refund we offer on previous months' orders is 30%, due to the Partner's agreement

that 70% of the products from previous months have already been consumed, sold or used (see B. 3: "The 70% Requirement" above).

4. Return Credit. To receive proper credit for a return, follow these guidelines:
 - a. Follow the instructions for a return found on the original invoice from your order. (You can access a copy of each invoice online.)
 - b. Fill out the proper information regarding the product(s) you wish to return.
 - c. Be sure to include a method of payment for 1) the shipping cost for your exchange order and/or 2) the difference in value between the product you are returning and the one you wish to receive in exchange.
 - d. If you are eligible for a refund, it will be processed within 5 business days after Vitamark receives your package. Shipping charges are non-refundable, and a 10% restocking fee will be applied.
5. Non-Refundable. The following products and services are non-refundable: Any non-resalable product, such as discontinued products, products with outdated labels, perishable items after 90 days from date of purchase, sales aids, literature, and shipping/processing fees. The Success Kit(\$29) is non-refundable.
6. Buyback. In any state in which a specific buyback requirement has been enacted which may vary from the above, Vitamark shall repurchase products in accordance with the applicable statute.

D. MANAGING YOUR PARTNER ACCOUNT

1. You must be at least 18 years or older to become an Independent Vitamark Partner.
2. An individual may have or be a part of only one Partner account. Vitamark Partners cannot have or be a part of a second Partner account that may be in the form of another name, a company or any other organizational name, etc. Husbands, wives and eligible children residing at home may have single and separate Partner accounts only within each other's line of sponsorship. Accounts found in violation of this policy may be subject to

immediate termination; their downline will have the choice of remaining in their current position or moving to the original downline position.

3. To enroll as a Partner, you must complete a Partner Agreement and submit it along with your payment. You may apply online or download a copy of the Partner Agreement and mail or fax it to Vitamark's corporate headquarters. Once received by Vitamark, all agreements are considered to be final and can not be changed.
4. Account Changes / Deadlines. Because Vitamark runs commissions on a weekly basis, any changes to a Partner's account that might affect the commission run may not be effective until the following week. (This would specifically apply to any organizational changes.)
5. Organizational changes: Any changes to your organization should be thought through very carefully. You are allowed to make placements during the first week of a new Partner's enrollment. Any changes after the first week will require the signature of the Partner moving, the Partner receiving them and the (5) upline Partners. Permissions are given for the Partner only and do not include his/her downline. Each Partner moving must get the proper signatures in order to execute a move. Organization changes after the 1st week will be accessed a fee.
6. A Partner who chooses to resign his/her account may not reenter the program within the same line of sponsorship for fifty-two (52) credit weeks without the written approval of his or her first five (5) upline Partners. If said Partner wishes to re-enter in a different line of sponsorship, he/she may do so only with the written approval of his/her original first five (5) upline Partners. If the spouse of the resigning Partner is not currently a Partner, the spouse will be subject to the same 52-week restriction (See Item 7 below – "To Terminate a Partner account"). If the spouse is a Vitamark Partner, his/her account will be treated as a separate independent entity. Partners who do not place an order for fifty-two (52) credit weeks may enroll as a new Partner in any position/organization they choose.

7. Upon the death or incapacity of the Partner, the downline will pass to the benefit of the Partner's successors in interest. It is the responsibility of the successors to notify Vitamark in a timely manner of the death or incapacity of a Partner by a letter written by the executor of the estate or next of kin. The successors must meet all Partner qualifications.

8. To terminate a Partner account the Partner must notify Vitamark International® directly. Any salable product may be returned to Vitamark within 30 days for a refund equal to 90% of the original purchase price less any commissions or bonuses paid to the resigning Partner subject to the 70% rule. (See the Refund Policy, Section 3 C for complete details.) Bonuses paid to the upline on products returned by resigning Partners will be deducted from the upline.

In any state in which a specific buyback requirement has been enacted which may vary from the foregoing, Vitamark International® shall repurchase products in accordance with the applicable statute which may vary from the foregoing, Vitamark International® shall repurchase products in accordance with the applicable statute.

9. Reporting Partner earnings: U.S. Government guidelines for reported earnings require the use of Federal Tax I.D. or Social Security #s for Partners who are U.S. residents, resident aliens, and foreign nationals living within the United States. According to IRS service guide-lines, we must have the name of the Partner Account that matches the Social Security # or Federal Tax I.D.# that we have on file for IRS reporting purposes at year-end. This will be implemented in the following manner:

If an agreement comes into the Vitamark corporate offices without a Social Security #, the Partner Account will be set up for 31% withholding. Once these funds are deducted, Vitamark cannot reimburse them.

If Vitamark receives an agreement with a questionable Social Security Number, we will return the agreement with a W-9 form for you to

verify the number as accurate and return the W-9 form to us.

The W-9 form has complete instructions. It generally must be returned within 30 days, unless you have applied for a Federal Tax I.D. #. In that case, you will have 60 days to supply the number. If the proper deadlines are not met, the Partner account is subject to termination.

If, after having accepted your agreement with your reported Social Security #, we report your earnings to the IRS and they alert us that your number is not valid, we will begin immediately withholding 31% for tax purposes. We will then contact you for the appropriate information.

You will receive a Form 1099 from us soon after year-end if you have made at least \$600 year-to-date earnings with Vitamark. The form will be mailed on or before January 31. Anyone earning less than \$600 during the year is required by law to keep their personal records and report their earnings as income.

ALL POLICIES CONTAINED IN THIS GUIDE AND ELSEWHERE IN VITAMARK'S OFFICIAL LITERATURE MAY BE MODIFIED ALL OR IN PART WITHOUT PRIOR NOTIFICATION AT THE DISCRETION OF THE COMPANY AND IN COMPLIANCE WITH VARIOUS STATE LAWS. ANY CHANGE WILL BE MADE ONLY AFTER THE MOST CAREFUL CONSIDERATION AND REVIEW.