

Effective June 1, 2016

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## SECTION ONE: STATUS

### 1.01 BECOMING A DISTRIBUTOR

An applicant becomes a Distributor ("Distributor") of ULTRRA when the applicant's completed Application and Agreement has been received and accepted by the Company, by Internet or by mail, at its Home Office. Company reserves the right to decline any Agreement for any reason, at its sole discretion.

### 1.02

Distributor uses his/her best effort to promote and sell products and services of Company to consumers pursuant to the Agreement contained within these Policies and Procedures and Terms and Conditions. In doing so, Distributor will maintain the high standards of honesty, and integrity and business ethics when dealing with Consumers, Company or other Company Distributors.

### 1.03 DISTRIBUTOR OBLIGATIONS & RIGHTS

Distributors are authorized to sell Company products and services and to participate in the Distributor Compensation Plan. Distributors may sponsor new Distributors.

### 1.04 LEGAL AGE

Distributors must be of legal age in the state / province / country of their residence.

### 1.05 DIVORCE

When a couple sharing a `Distributor entity divorces or separates, Company will continue to pay commission checks in the same manner as before the divorce or separation until it receives written notice signed by both parties or a court decree which specifies how future commission checks should be paid, provided and if applicable, the couple has complied with the requirements of Section 5.03.

### 1.06 CORPORATIONS, PARTNERSHIPS & TRUSTS

Corporations, partnerships, limited liability companies or other forms of business organizations or trusts may become Distributors of Company when the Agreement is accompanied by a federal ID number.

Shareholders, directors, officers, partners, members, beneficiaries and trustees, as applicable of Distributor entity must agree to hold such title, and Company will hold each personally liable and bound by the Agreement and these Policies and Procedures and Terms and Conditions.

### 1.07 FICTITIOUS OR ASSUMED NAMES

A person or entity may not apply as Distributor using a fictitious or assumed name.

### 1.08 INDEPENDENT CONTRACTOR STATUS

Distributors are Independent Contractors responsible for determining their own activities without direction or control by Company. They are not franchisees, joint venture, partners, employees or agents of Company and are prohibited from stating or implying, whether orally or in writing, otherwise. Distributors have no authority to bind Company to any obligation. Company is not responsible for payment or co-payment of any employee benefits. Distributors are responsible for liability, health disability and worker's compensation insurance. Distributors set their own hours and determine how to conduct business, subject to Company Agreement, the Policies and Procedures and Terms and Conditions.

#### 1.09 TAXATION

As Independent Contractors, Distributors will not be treated as franchisees, owners, employees or agents of Company for federal or state tax purposes including, with respect to the Internal Revenue Code, Social Security Act, federal unemployment act, state unemployment acts or any other federal, state, or local statute, ordinance, rule or regulation. At the end of each calendar year, Company will issue to each Distributor an IRS Form 1099, as required by law, or other applicable documentation for non-employee compensation as a Distributor.

#### 1.10 DISTRIBUTOR IDENTIFICATION NUMBER

Distributors are required by federal law to obtain a Social Security number or Federal ID number. Distributors will be identified by this number, or a company assigned number, for purposes of Company's business. The Distributor Identification Number must be placed on all orders and correspondence with the Company.

#### 1.11 LEGAL COMPLIANCE

Distributors must comply with all federal, state and local statutes, regulations and ordinances concerning the operation of their business. Distributors are responsible for their own managerial decisions and expenditures including all estimated income and self-employment taxes.

## SECTION TWO: TERM

#### 2.01 TERM

Subject to the terms of Section 4.01, the Agreement shall have a term which shall begin on the date of acceptance by Company and end one year from the date thereof (the "Anniversary Date").

#### 2.02 RENEWAL

Distributors must renew annually, on the Anniversary Date and Distributor has the right to decline to accept any renewal at its sole discretion. Company may require that Distributors execute a new Agreement upon renewal. Distributors not renewing by the renewal date shall be deemed to have voluntarily terminated their Distributor relationship with Company, and thereby lose their Distributor entity, all sponsorship rights, their position in the Compensation Plan and all rights to commissions and bonuses. Distributors who fail to renew their Distributor status may not reapply under a new sponsor for three (3) months after non-renewal.

## SECTION THREE: SPONSORSHIP

#### 3.01 SPONSORING

Distributors may sponsor other Distributors into Company's business. Distributors must ensure that each potential new Distributor has reviewed and has had access to the current Policies and Procedures, Terms and Conditions and Compensation Plan prior to or when giving the individual an Agreement.

#### 3.02 MULTIPLE AGREEMENTS

If an applicant submits multiple Distributors which list different sponsors, only the first completed Agreement received by Company will be accepted.

#### 3.03 TRAINING REQUIREMENT

A Sponsor must maintain an ongoing professional leadership association with Distributors in his or her organization and must fulfill the obligation of performing a bona fide supervisory or sales function in the sale or delivery of products and services.

#### 3.04 INCOME CLAIMS

Distributors must truthfully and fairly describe the Compensation Plan. No past, potential or actual income claims may be made to prospective Distributors, nor may Distributors use their own incomes as indications of the success assured to others. Commission checks may not be used as marketing materials. Distributors may not guarantee commissions or estimate expenses to prospects.

### 3.05 TRANSFER OF SPONSORSHIP

The company does not permit the transfer of sponsors. Network Marketing is a business of creating relationships. Once a Distributor is sponsored, the company believes in maximum protection of that relationship. The only exception is upon prior written approval of Company to correct ethical violations as determined at the sole discretion of Company.

### 3.06 CROSS SPONSORING

Distributor may not sponsor, or attempt to sponsor, any non personally sponsored Distributors in any other Network Marketing Company. In addition, no Distributor may participate in any action that causes another Distributor to be sponsored through someone else into another network marketing company.

## SECTION FOUR: RESIGNATION/TERMINATION

### 4.01 VOLUNTARY RESIGNATION

a) Distributor may voluntarily terminate his or her Distributor status by failing to renew or by sending thirty (30) days written notice of such resignation or termination to Company. Voluntary resignation is effective upon receipt of such notice by Company.

b) Distributor who resigns or terminates their Distributor status may reapply as Distributor, three (3) months after resignation.

### 4.02 SUSPENSION

Distributor may be suspended for violating the terms of his or her Agreement, which includes these Policies and Procedures, the Terms and Conditions and the Compensation Plan and other documents produced by Company. When a decision is made to suspend Distributor, Company will inform the Distributor in writing that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the Distributors "address on file" pursuant to the notice provisions contained in the Policies and Procedures and Terms and Conditions. Such suspension may or may not lead to termination of the Distributor as so determined by Company at its sole discretion. If the Distributor wishes to appeal, Company must receive such appeal in writing within fifteen (15) days from the date of the suspension notice. Company will review and consider the suspension and notify the Distributor in writing of its decision within thirty (30) days from the date of the suspension notice. The decision of Company will be final and subject to no further review. Company may take certain action during the suspension period, including, but not limited to, the following:

a) Prohibiting the Distributor from holding himself or herself as Distributor or using any of Company's proprietary marks and/or materials;

b) Withholding commissions and bonuses that are due the Distributor during the suspension period;

c) Prohibiting the Distributor from purchasing services and products from Company; and/or;

d) Prohibiting the Distributor from sponsoring new Distributors, contacting current Distributors or attending meetings of Distributors.

If Company, at its sole discretion, determines that the violation which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended Distributor has occurred, the suspended Distributor may be terminated.

### 4.03 TERMINATION

Distributor may be immediately terminated for violating the terms of his or her Agreement, which includes these Policies and Procedures, Terms and Conditions and the Compensation Plan and other documents produced by Company upon written notice. Company may terminate a violating Distributor without placing the Distributor on suspension, at Company's sole discretion. When the decision is made to terminate Distributor, Company will inform the Distributor in writing at the address in the Distributor's file that the termination has occurred.

### 4.04 APPEAL

If Distributor wishes to appeal the termination, Company must receive the appeal in writing within fifteen (15) days from the date of notice of termination. If no appeal is received within the fifteen (15) day period, the termination will automatically be deemed final. If Distributor files a timely notice of appeal, Company will review the appeal and notify the Distributor of its decision within ten (10) days after receipt of the appeal. The decision of Company will be final and subject to no further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice.

#### 4.05 EFFECT OF TERMINATION

Immediately upon termination, the terminated Distributor:

- a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationary or advertising referring to or relating to any product, plan or program of Company.
- b) Must cease representing themselves as Distributor of Company;
- c) Loses all rights to his or her Distributor position in the Compensation Plan and to all future commissions and earnings resulting therefrom;
- d) Must take all action reasonably required by Company relating to protection of Company's confidential information. Company has the right to offset any amounts owed by Distributor to Company including, without limitation, any indemnity obligation incurred pursuant to Section 11.01 herein, from commissions or other compensation due to the Distributor.

#### 4.06 REAPPLICATION

The acceptance of any reapplication of a terminated Distributor or the application of any family member of a terminated Distributor shall be at the sole discretion of Company and can be denied.

#### 4.07 STATE LAWS

Where state laws on termination are inconsistent with this policy, the applicable state law shall apply.

## SECTION FIVE: TRANSFERABILITY

#### 5.01 ACQUISITION OF BUSINESS

Any Distributor desiring to acquire an interest in another Distributor's business must first terminate his or her Distributor status and wait three (3) months before becoming eligible for such a purchase. All such transactions must be fully disclosed and must be approved by Company in advance.

#### 5.02 TRANSFERS OF DISTRIBUTORS

Except as expressly set forth herein, Distributor may not sell, assign or otherwise transfer his or her Distributor entity (or rights thereof) to another Distributor or to an individual which has an interest in Distributor entity. Notwithstanding the foregoing, Distributor may transfer his or her Distributor entity to his or her sponsor, subject to the conditions of Section 5.03. In such an event, the sponsor's entity and the transferring Distributors entity shall be merged into one entity. All such transactions must be fully disclosed and must be approved by Company in advance.

#### 5.03 CONDITIONS TO TRANSFERABILITY

Distributors may not sell, assign, merge or transfer his or her Distributor entity (or rights thereto) without the prior written approval of Company and compliance with the following conditions:

- a) Company possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Distributor entity. Distributor wishing to sell, assign, transfer or merge his or her Distributor entity must first provide Company with the right and option to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding or intended offer. Company will advise the Distributor within ten (10) business days after receipt of such notice of its decision to accept or reject the offer. If Company fails to respond within the ten (10) day period or declines such offer, the Distributor may make the same offer or accept any outstanding offer which is on the same terms and conditions as the offer to Company to any person or entity who is not Distributor, married to, or a dependent of Distributor or who has any interest in Distributor;
- b) The selling Distributor must provide Company with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the purchase price and terms of purchase and payment;
- c) An office administration transfer fee of \$100.00 must accompany the transfer documents;

d) The documents must contain a covenant made by the selling Distributor for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert or sponsor any existing Distributor for a period of one (1) year from the date of the sale or transfer;

e) Upon a sale, transfer or assignment being approved in writing by Company, the buying Distributor must assume the position and terms of agreement of the selling Distributor and must execute a current Agreement and all such other documents as required by Company; and

f) Company reserves the right, at its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. Company reserves the right to disapprove any sale or transfer, where allowed by law.

#### 5.04 CIRCUMVENTION OF POLICIES

If it is determined, at Company's sole discretion, that Distributor entity was transferred in an effort to circumvent compliance with the Agreement, the Policies and Procedures, Terms and Conditions or the Compensation Plan, the transfer will be declared null and void. The Distributor entity will revert back to the transferring Distributor, who will be treated as if the transfer had never occurred from the reversion day forward. If necessary and at Company's sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring Distributor to ensure compliance with the Policies and Procedures and Terms and Conditions.

#### 5.05 SUCCESSION

Notwithstanding any other provision of this Section, upon the death of Distributor, the Distributorship will pass to his or her successors in interest as provided by law. However, Company will not recognize such a transfer until the successor in interest has executed a current Agreement and submitted certified copies of the death certificate, will, trust or other instrument required by Company. The successor will thereafter be entitled to all the rights and be subject to all the obligations of a Company Distributor.

#### 5.06 RE-ENTRY

Any Distributor who transfers his or her Distributorship must wait for three (3) months after the effective date of such transfer before becoming eligible to reapply to become a Distributor.

## SECTION SIX: PROPRIETARY INFORMATION

#### 6.01 CONFIDENTIALITY AGREEMENT

During the term of the Agreement, Company may supply to Distributors confidential information, including, but not limited to genealogical and Downline reports, customer lists, customer information developed by Company or developed for and on behalf of Company by Distributors (including, but not limited to, credit data, customer and Distributor profiles and product purchase information), Distributor lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which Company may designate as confidential. All such information (whether in written or electronic format) is proprietary and confidential to Company and is transmitted to Distributors in strictest confidence on a "need to know" basis for use solely in Distributors business with Company. Distributors must use their best efforts to keep such information confidential and must not disclose any such information to any third party, or use this information for any non-company activity directly or indirectly while a Distributor and thereafter.

Distributors must not use the information to compete with Company or for any purpose other than promoting Company's program and its products and services. Upon expiration, non-renewal or termination of the Agreement, Distributors must discontinue the use of such confidential information and promptly return any confidential information in their possession to Company.

#### 6.02 COPYRIGHT RESTRICTIONS

With respect to product purchases from Company, Distributors must abide by all manufacturers' use restrictions and copyright protections.

#### 6.03 VENDOR CONFIDENTIALITY

Company's business relationships with its vendors, manufacturers and suppliers are confidential. Distributors must not contact, directly or indirectly, or speak to, or communicate with any supplier or manufacturer of Company except at Company sponsored events at which the supplier or manufacturer is present at the request of Company.

## SECTION SEVEN: TRADEMARKS, LITERATURE & ADVERTISING

## 7.01 TRADEMARKS

Companies name trademarks, service marks and copyrighted materials are owned by the Company. The use of such marks and materials must be in strict compliance with these Policies and Procedures.

## 7.02 ADVERTISING & PROMOTIONAL MATERIALS

Only the promotional and advertising materials produced by Company or approved in advance in writing by Company may be used to advertise or promote a Distributor's business or to sell products and services of Company. Company's literature and materials may not be duplicated or reprinted without the prior written permission.

## 7.03 USE OF COMPANY NAME

Distributors may use the name of Company only in the following format: "Independent Distributor for ULTRRA".

## 7.04 STATIONERY AND BUSINESS CARDS

Distributors are not permitted to "create" their own stationery, business cards or letterhead graphics, if Company's trade name or trademarks are used. Only the approved Company's graphics version and wording are permitted; letterhead, envelopes and business cards must be ordered using the online/stationery order form.

## 7.05 ELECTRONIC ADVERTISING

Distributors may not advertise or promote their Distributor business or Company's business, products or marketing plan or use Company's name in any electronic media or transmission, including on the Internet via web sites or otherwise, without the prior written approval of Company's legal department.

## 7.06 TELEPHONE LISTING

Distributors are not permitted to use Company's trade name in advertising their telephone and telecopy numbers in the white or yellow page sections of the telephone book. Distributors are not permitted to list their telephone numbers under Company's trade name without first obtaining Company's prior written approval. If approval is granted for an "800" listing, it must be stated in the following manner: "Distributor for Company".

## 7.07 TELEPHONE ANSWERING

Distributors may not answer the telephone by saying "ULTRRA," or in any other manner that would lead the caller to believe that he or she has reached the offices of the Company.

## 7.08 IMPRINTED CHECKS

Distributors are not permitted to use Company trade name or any of its trademarks or service marks on their business or personal checking accounts.

## 7.09 MEDIA INTERVIEWS

Distributors are prohibited from granting radio, television, newspaper tabloid or magazine interviews or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize the Company, its products or Company businesses, without the express prior written approval of Company. All media inquiries should be in writing and referred to Company's corporate office, legal department.

## 7.10 ENDORSEMENTS

No endorsements by a Company officer or administrator or third party may be asserted, except as expressly communicated in Company literature and communications. Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, Distributors may not represent or imply, directly or indirectly, that Company's programs, products or services have been approved or endorsed by any governmental agency.

## 7.11 RECORDINGS

Distributors may not produce or reproduce for sale or personal use products sold by Company or any Company-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/or audio taping of Company meetings and conferences is strictly prohibited.

## 7.12 REPACKAGING PROHIBITED

Distributors may not repackage products or materials of Company.

## 7.13 INDEPENDENT COMMUNICATIONS

Distributors, as Independent Contractors, are encouraged to distribute information and direction to their respective Downlines. However Distributors must identify and distinguish between personal communications and the official communications of Company.

# SECTION EIGHT: PAYMENT OF COMMISSIONS

## 8.01 BASIS FOR COMMISSIONS

Commissions and other compensation cannot be paid until a completed Agreement has been received and accepted by Company. Commissions are paid ONLY on the sale of Company products. No commissions are paid on the purchase of Sales materials or for Sponsoring Distributors. In order to receive commissions on products and services sold, Company must have received and accepted an Agreement prior to the end of the commission period in which the sale is made.

## 8.02 COMMISSION PERIOD

A business period refers to the time period opening on the first (1st) day of the commission period and extending up until order entry closes on the last business day of the period (11:59 p.m.). Company offices are open Monday through Friday 9 a.m.-4:30 p.m., with the exception of certain holidays as posted by Company.

## 8.03 COMMISSION PAYMENTS

Commissions are paid to "qualified" Distributors as defined within the Compensation Plan. Distributors must consult the Compensation Plan for a detailed explanation of the benefits, commission structure and requirements of the Compensation Plan.

## 8.04 OFFSET OF COMMISSIONS

Any commissions or bonuses earned and paid on products returned is the obligation of and must be repaid to Company by Distributors earning such commissions. Company has the right to offset such amounts against future commissions and other compensation paid or owed to such Distributors who received commissions.

# SECTION NINE: PURCHASE & SALE OF PRODUCTS

## 9.01 STOCKPILING PROHIBITED

The success of the Company depends on retail sales to the ultimate consumer; therefore all forms of stockpiling are prohibited. Company recognizes that Distributors may wish to purchase certain products for their own use. However, Company strictly prohibits the purchase of products in unreasonable amounts and prohibits the purchase of products only or primarily to qualify for compensation.

## 9.02 RETAIL SALES RULES

Distributors must save a copy of the Retail Sales Slip given to retail customers; receipt shall be fully completed and include the name, address and phone number of each retail customer and, upon request by Company, provide copies of such receipts to Company.

## 9.03 OVER 70% RULE

In order to receive commissions and overrides, Distributors must certify on each product order form that they have sold over seventy percent (70%) in dollar value of all products and commissionable services previously purchased by the Distributor at wholesale from the company, to Non-Distributor consumers. Distributors shall maintain retail sales records available to the company for inspection on request.

## 9.04 ORDERING METHODS

All orders submitted to Company shall have the Distributor Identification Number placed thereon to assist Company in crediting the appropriate Distributor.

## 9.05 PAYMENT OPTIONS

Purchases may be paid by cashier's check, ACH, debit card, money order, or major credit card. The Distributor and retail customers are responsible for paying the costs of any returned checks plus an administrative fee charged by Company, which fee may change at any time based on past payment history of the

customer. If an underpayment is made, the order will not be processed until the full amount is received by Company. If an overpayment is made, Company will process the order and issue a credit to Distributor's account, which will automatically refund on the next commission check paid to Distributor. Orders will not be processed if cancellation of a credit card is made. Orders for products are not effective until accepted by Company. To expedite shipping, Distributors may authorize Company to keep a valid credit card on file as security for payment.

#### 9.06 SHIPPING AND HANDLING POLICY

Subject to availability all products will be shipped by FedEx or other similar service within approximately three (3) business days of receipt of payment. Payment for products shall be made at time of order. At Distributor's option, the product may be shipped to a customer's designated "Ship-To address", or to the Distributor.

#### 9.07 PRODUCT DELIVERY

Upon clearance of payment, the products and materials ordered will be shipped.

#### 9.08 BACK ORDER POLICY

Company will expeditiously ship all products currently in stock. Any out-of-stock items (unless discontinued) will be placed on back order and distributed upon Company receiving additional inventory. Distributor will be charged and granted commissions on back ordered items once they are shipped unless notified of the discontinuance of such product. Back orders may be cancelled upon Distributor's request and will create a credit on the Distributor's account.

#### 9.09 DAMAGED GOODS

The shipping company is responsible for any damage that occurs after it takes physical custody of the products. A Distributor who receives damaged goods should follow this procedure:

- a) Accept delivery;
- b) Before the driver leaves, document on the delivery receipt the number of boxes which seem to be damaged and have the driver acknowledge the damage in writing;
- c) Save the damaged products or boxes for inspection by the shipping agent;
- d) Make an appointment with the shipping company to have the damaged goods inspected, and call ULTRRA CustomerCare at 888-937-9648.

#### 9.10 SHIPPING LOSS

In the event Distributor or a consumer does not receive a product order from Company in a timely fashion, the individual should contact [cc@ultra.com](mailto:cc@ultra.com).

#### 9.11 REFUSED SHIPMENTS

Should Distributor refuse delivery on any order he or she has placed with Company and such product is subsequently returned to Company; Company shall have the right to place that Distributor on suspension pending resolution of the refusal of delivery. Neither Distributor nor a consumer shall refuse any shipment from Company unless prior approval of Company has been obtained.

#### 9.12 PRICING POLICY

Company will furnish Distributors with a discount from its published retail prices in its then current consumer catalog or order form in accordance with its policies. This discount does not apply to literature, business aids, gifts or special promotional items. Prices for Company's products, services and literature are subject to change without prior notice. Distributors may not retail, resell, or publish pricing less than Company's suggested retail and member pricing.

#### 9.13 RECEIPTS

Distributors must provide all retail purchasers of Company's products with written receipts.

#### 9.14 RETAIL PRICING

Company provides a suggested retail price as a guideline.

#### 9.15 PROMOTIONAL ITEMS

All promotional items which bear Company name or logo must be purchased solely from Company unless prior written permission is obtained from Company.



## 9.16 SALES TAX

Company may collect sales tax on taxable items. Distributors may be responsible to collect and remit sales tax on personal retail sales to the appropriate tax agencies.

## 9.17 PLACE OF SALE

The integrity of Company's marketing plan is built upon person-to-person, one-on-one and in-home presentation methods of sale. Company's products may not be sold to or displayed by any retail outlet, including, but not limited to supermarkets or food stores, flea markets or swap meets, permanent restaurant displays, bars or night clubs or any such similar establishment, convenience stores or gas stations.

## 9.18 PRODUCT & SERVICES CLAIMS

Distributors may make no claim, representation or warranty concerning any product or service of Company, except those expressly approved in writing by Company or contained in official Company materials.

## 9.19 FAX BLASTS, SPAMMING

Fax blasting and unsolicited e-mailing (SPAMMING) is prohibited.

# SECTION TEN: RETAIL GUARANTEE & REFUND POLICY

## 10.01 RETAIL CUSTOMER GUARANTEE

Distributor offers a thirty (30) day, 100% money-back, and satisfaction guarantee to all RETAIL CUSTOMERS. If a retail customer is dissatisfied with any product for any reason, then the retail customer may return that product in its original package and shipping container to the Distributor who sold the product within thirty (30) days of purchase, for either replacement or a full refund of the purchase price. All other warranties and guarantees are disclaimed.

## 10.02 WARRANTIES

Except as expressly stated herein, Company makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from or through Company.

## 10.03 RETURN POLICIES

a) Retail Customers: To return products you must obtain a return merchandise authorization (RMA) and return the products within 7 days after you receive the RMA. Company will refund the original purchase price of products, and related sales taxes. SHIPPING & HANDLING FEES ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL THE COMPANY RECEIVES THEM. YOU WILL BE CHARGED A RESTOCKING FEE OF 10% TO RETURN PRODUCTS. Returned products must be in the same condition as you received them. THIS RETURN POLICY IS NOT A WARRANTY.

### b) Distributor Buy Back Policy:

If a Distributor decides to cancel his or her distributorship during the first 30-day period immediately following his or her enrollment, ULTRRA will buy back any and all resalable products at 90% of the price of all products purchased as part of the Distributor's initial order, less the cost of the digital backoffice system valued at \$50, less shipping and less any commissions earned. The cancelling Distributor must return the products to ULTRRA. If a Distributor returns his or her initial order for a refund, the return constitutes a voluntary cancellation of his or her Agreement.

### c) Buy Back Policy – Post 30 day enrollment period

After the initial order, a Distributor may return products and sales aids that he or she personally purchased from ULTRRA (purchases from other Distributors or third parties are not refundable) that are in Resalable\* condition and that have been purchased within one year before the date of return. Upon receipt of Resalable products, or sales aids, the Company will buy back returned Resalable products at 90% of the net cost of the original purchase price (less any shipping and handling fees), unless otherwise required by law. ULTRRA will credit the refund to the card or account used for the original purchase. If a Distributor received a commission based on a product that he or she purchased and such product is subsequently returned for a refund, the commission that was paid from that product purchase will be deducted from the amount of the refund. Additionally, if the return was from an order that qualified the Distributor for commission eligibility, all commissions, bonuses, Titles, and positions earned as a result of the returned purchase will be deducted from the total refund. If a Distributor returns more than \$300.00 of product for a refund rather than an exchange in any six-month period, the request will constitute the Distributor's voluntary cancellation of his or her Distributor Agreement, and the refund will be processed as an inventory repurchase according to this section. Product exchanges in Resalable condition will NOT constitute voluntary cancellation.

\*Resalable Condition: Products and sales aids will be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) products are in new condition at the time they are received by ULTRRA; (4) products are returned to ULTRRA within one year from the date of purchase; and (5) a newer "upgrade" (i.e. version, reformulation, discontinuation) has not been released to the general public. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, is not resalable. Replicated Website fees are not refundable except as required by applicable state law.

Only one refund per product will be given for opened packages.

Ex. 1: If your order consists of 2 GenKi boxes, only 1 box of GenKi may be returned used/opened. The remaining boxes will be refunded provided that they are unopened.

Ex. 2: If you have already requested a refund for an opened GenKi, you will not be able to get a refund for any further purchases of GenKi.

c) Distributors who wish to terminate their positions are protected by the buyback policy listed below.

Additional unused, unopened and resalable products purchased by a Independent Distributor wishing to leave the company may be covered by our BuyBack Policy listed below.

After ULTRRA receives the returned merchandise, ULTRRA will refund the order within 10 Business Days.

ULTRRA reserves the right to refuse sale to and/or terminate any Independent Distributor who may show abuse of ULTRRA's 100% unconditional, thirty (30) day, money-back guarantee.

ULTRRA reserves the right to reject repetitive returns or replacements.

Packages returned without an RMA # will be charged an additional administrative processing fee of \$20 per order.

Customers may be subject to shipping charges for any package that was undeliverable and returned to ULTRRA. Reasons for packages being unable to be delivered include, but are not limited to:

- Apartment # required for delivery
- Consignee requested package to be returned to shipper
- Correct consignee name required for delivery
- Customer unavailable to Sign
- Incomplete address
- Incorrect street # provided
- Multiple errors in address -unable to resolve
- Package not picked up by receiver at UPS facility
- PO Box delivery unavailable
- Receiver cancelled order
- Receiver did not want
- Receiver has moved
- Service area inaccessible due to special event
- The receiver is deceased
- Undeliverable-address requires security clearance

NOTE: Company will not accept for return any products you purchased from a Reseller. In order to properly process a refund or exchange, Distributors must follow the steps and conditions set forth below:

All returns to Company must be accompanied by:

a) A signed statement from the retail customer identifying the reason for the return;

b) A copy of the original retail sales receipt; and

c) The name, address and telephone number of the retail customer

## 10.04 CUSTOMER'S RIGHT TO CANCEL

Federal law grants a buyer the right to cancel certain sales without penalty prior to midnight of the third business day after the transaction. This rule covers retail consumer sales of \$25.00 or more that occur away from the seller's main office. Distributors must orally inform the buyer of the three-day right to cancel at the time the buyer purchases the goods and deliver 2 three-day cancellation notices to every customer.

ULTRRA's BuyBack policy is meant to protect individuals who want to leave the ULTRRA / Alpha Body Challenge opportunity and who believe they had mistakenly purchased more inventory than they could sell. These policies specifically DO NOT apply to a Independent Distributor who, for the purpose of qualifying for a bonus or some other benefit, has falsely certified that the inventory for which they are attempting to receive a refund has been previously sold as reference to the "70% Resale Rule." The "70% Resale Rule" states that at the time in which Preferred Retail Customers and Distributors try to order more products, they certify that seventy percent (70%) of their entire previous inventory has already been sold and/or consumed. Falsely representing the amount of product sold or consumed in order to advance in the marketing compensation plan will be grounds for termination.

- The request for a BuyBack must be made within six (6) months of the products' original purchase date. Reimbursement will be made for the value of the original order less 10% (restocking charge, freight, rebates, bonuses and personal discounts). ULTRRA reserves the right to not repurchase products or issue refunds on products certified as having been consumed or sold.
- The repurchase price of the last order placed (if in resalable condition) will be not less than 90 percent of the original net cost you paid. Net cost does not include shipping and handling or administrative fee.
- Items are deemed resalable or reusable if they are returned within one year of the date of purchase, and are unused/unopened/undamaged and in their original packaging. Items that have been discontinued, or are within six (6) months of expiring, are not considered to be resalable. Items that do not have current labels are deemed not resalable. Any damages to the product, as the result of mis-packaging or improper shipping for the return shipment, shall be your sole responsibility and considered non-resalable.
- All bonuses, compensation and recognition or advancement received as a result of the original purchase will be reversed and the amounts will be deducted from the refund and/or uplines' commission. You should notify your Upline sponsor of your intent to terminate your Distributor position.
- Literature sales are final and are non-refundable.
- BuyBack Policies Controlled by Specific State Law: In some states there is a statute or regulation that provides for a different BuyBack Policy. ULTRRA will conform to all such laws.

## SECTION ELEVEN: GENERAL PROVISIONS

### 11.01 INDEMNITY AGREEMENT

Each and every Distributor agrees to indemnify and hold harmless Company, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of or in any way related to or connected with allegedly or otherwise, the Distributors (a) activities as Distributor; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

### 11.02 PROCESSING CHARGES

Company reserves the right to institute a processing charge for commission checks and/or genealogy requests.

### 11.03 OTHER SERVICES & PRODUCTS

Distributors may not promote or sell another company's products or services at functions organized to feature Company's products. Distributors are not restricted from selling other company's services and products which are not similar to or competitive with the products and services of Company. However promotion of competitive services, products and/or business programs with anyone, including Distributors, is strictly prohibited.

### 11.04 LIABILITY

To the extent permitted by law, Company shall not be liable for, and each Distributor releases Company from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Distributor as a result of (a) the breach by Distributor of the Agreement and/or the Terms and Conditions and/or the Policies and Procedures; (b) the operation of Distributor's business; (c) any incorrect or wrong data or

information provided by Distributor; or (d) the failure to provide any information or data necessary for Company to operate its business, including, without limitation, the enrollment and acceptance of Distributor into the Compensation Plan or the payment of commissions and bonuses.

#### 11.05 RECORDKEEPING

Company encourages all Distributors to keep complete and accurate records of all their business dealings.

#### 11.06 FORCE MAJEURE

Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as but not limited to: fire, flood, earthquake, storm, power outages, labor difficulties, strikes, war, government decrees or orders and/or curtailment of a party's usual source of supply.

#### 11.07 VIOLATIONS

It is the obligation of every Distributor to abide by and maintain the integrity of the Policies and Procedures and Terms and Conditions. If Distributor observes another Distributor committing a violation, he or she should discuss the violation directly with the violating Distributor. If the Distributor wishes to report such violation to Company, he or she must detail violations in writing only and mark the correspondence "Attention: Legal Department".

#### 11.08 AMENDMENTS

Company reserves the right to amend the Agreement, Policies and Procedures, Terms and Conditions, its retail prices, product and service availability and the Compensation Plan type at any time without prior notice as it deems appropriate. Amendments will be communicated to Distributors through official Company website and or official Company publications. Amendments are effective and binding upon submission to the Company website. In the event any conflict exists between the original documents or policies and any such amendment, the amendment will control.

#### 11.09 NON-WAIVER PROVISION

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

#### 11.10 GOVERNING LAW

The Agreement and these Policies and Procedures shall be governed by the laws of Hollis NY United States.

#### 11.11 DISPUTES

In the event a dispute arises between the Company and a Distributor regarding their respective rights, duties under this agreement, or in the event of a claim of breach of the Distributor Agreement, it is agreed that such dispute shall be exclusively resolved pursuant to binding arbitration under the Commercial Rules of the American Arbitration Association with arbitration to occur at Hollis NY United States. The Arbitrator may award, in addition to declaratory relief, contractual damages and shall award reasonable attorney's fees and costs to the prevailing party. An award of attorney's fees and costs shall continue through any review, appeal or enforcement of an arbitration decision. The arbitration decision may be enforced in any court of competent jurisdiction. This provision shall not be construed so as to prohibit either party from obtaining preliminary or permanent injunctive relief in any court of competent jurisdiction. The parties each expressly waive their right to collect consequential, punitive and exemplary damages from the other party.

#### 11.12 ENTIRE AGREEMENT

The Policies and Procedures are incorporated into the Agreement and, along with the Terms and Conditions and Compensation Plan, constitute the entire agreement of the parties regarding their business relationship.

#### 11.13 SEVERABILITY

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures and Terms and Conditions, or any specification, standard or operating procedure which Company has prescribed is held to be invalid or unenforceable, Company shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to the extent required to be valid and enforceable, and the Distributor shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

## 11.14 LIMITATION OF DAMAGES

TO THE EXTENT PERMITTED BY LAW, COMPANY AND ITS DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER DISTRIBUTORS, SHALL NOT BE LIABLE FOR, AND Distributor HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO COMPANY PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY COMPANY AND COMPANY, WHETHER SOUNDING IN CONTRACT TORT OR STRICT LIABILITY. COMPANY SHALL NOT EXCEED AND IS HEREBY EXPRESSLY LIMITED TO, THE AMOUNT OF UNSOLD COMPANY SERVICES AND/OR PRODUCTS OF COMPANY OWNED BY THE Distributor AND ANY COMMISSIONS OWED TO THE Distributor.

## 11.15 NOTICE

Any communication, notice or demand of any kind whatsoever which either the Distributor or Company may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, Email or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested). Any such communication, notice or demand shall be deemed to have been given or served on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or by other evidence if delivery is by mail.

## Mailing Address:

ULTRRA  
10101 Southwest Freeway  
Suite 400  
Houston, TX 77074 USA  
Phone: 888.981.1711  
Email: cc@ultra.com  
Hours: 9am-5pm M-F

Note: This document along with all documents within our website must be reviewed and approved prior to use for your particular purpose. No statement of legality or compliance with any regulatory agencies is made in providing you with this free document.

## 12. Information Collected

You may browse our Websites without providing any personal information. If you decide to place an order, we will ask you for your name, delivery and billing address, phone number(s), email address, credit card number and its expiration date. If you choose to register to become a member with ULTRRA, we may ask you for information such as your contact information (e.g., name, e-mail address and mailing address), or birth date. When you submit your personally identifiable information on one of the Websites, you are giving your consent to the collection, use and disclosure of your personal information as set forth in this Privacy Policy.

We may also collect, store or accumulate certain non-personally identifiable information concerning your use of this Website, such as information regarding which of our pages are most popular, your IP address, browser, city, time zone, referring URL, and operating system. Information gathered may be used in aggregate form for internal business purposes, such as generating statistics, developing marketing plans, customizing content, and improving the Website. We may share or transfer any non-personally identifiable information with or to our affiliates, licensees and partners.

All of our Websites are intended for adults. We do not knowingly collect personal information from children under the age of 13. However, if the parent or guardian of a child under 13 believes that the child has provided us with personally identifiable information, the parent or guardian of that child should contact us at cc@Ultra.com if they want this information deleted from our files so that it is not in retrievable form. If we otherwise obtain knowledge that we have personally identifiable information about a child under 13 in retrievable form in our files, we will delete that information from our existing files so that it is not retrievable.

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## 13. Protection of Personal Information

ULTRRA may use the information that you provide to fulfill your request for a product, information, or other service, or respond to an email or other request, as well as to create and deliver to you communications containing product information, usage tips or promotions, help improve our website(s) or services, or customize visitors' experience at our Website(s). ULTRRA may also use your personally identifiable information to send you information about business opportunities, products, services and special offers. However, we want to communicate with you via email correspondence only if you want to hear from us. If for any reason you no longer wish to receive email messages from ULTRRA please unsubscribe in your back office, or via the Unsubscribe link provided at the bottom of the email announcement.

Please note, if you opt not to receive marketing emails from the ULTRRA, you may still receive transactional email messages regarding your order (i.e. order confirmation, shipping information, customer service notifications, etc.) If you have questions or concerns regarding this statement, contact us at cc@Ultra.com .

We may contract with companies or individuals to provide certain services including email and hosting services, credit card processing, shipping, data management, surveys and marketing, promotional services, etc. We call them our Service Providers. We may share personally identifiable information with Service Providers solely as appropriate for them to perform their functions, but they may not use such information for any other purpose.

We do not share your credit card or other account information with unaffiliated third parties unless necessary to fulfill our responsibilities including, but not limited to, delivering a product or service that you order.

Finally, ULTRRA may disclose personal information in special cases: (1) when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) the rights of ULTRRA or to anyone that could be harmed by such activities; (2) when we believe in good faith that the law requires it; (3) to any third party who may acquire ULTRRA; and (4) in situations involving threats to the physical safety of any person.

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## 14. Ensuring Your Security

We use Secure Sockets Layer (SSL), an advanced security protocol that protects your credit card information and ensures secure online ordering. SSL Internet connections are encrypted, and thus protect all credit card ordering information, including your name, address and credit card number, so it cannot be read in transit. We use secure technology, privacy protection controls, and restrictions on employee access, to safeguard your personal information. Please note, however, that although we employ industry-standard security measures to safeguard the security of your personal information, no transmissions made on or through the Internet are guaranteed to be secure.

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## 15. External Websites

Our Websites may offer links to and from other third party sites. Other sites have their own policies regarding privacy. If you visit one of these sites, you may want to review the privacy policy on that site.

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## 16. International Users

Like almost every website, our Websites may be accessed by an international audience. By visiting our Websites and providing us with data, you acknowledge and agree that your personal information may be processed for the purposes identified in this policy. In addition, such data may be stored on servers located outside your resident jurisdiction and in jurisdictions which may have less stringent privacy practices than your own. By providing us with your data, you consent to the transfer of such data.

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## 17. Changes to Policy

We may revise this Privacy Policy from time to time. If we decide to change our Privacy Policy, we will post the revised policy here. As we may make changes at any time without notifying you, we suggest that you periodically consult this Privacy Policy. Your continued use of the Website after the changes are posted constitutes your agreement to the changes, both with regard to information we have previously collected from you and with regard to information we collect from you in the future. If you do not agree to the changes, please discontinue your use of our Website.