

ZU-B INTERNATIONAL LLC

Policies & Procedures

These Policies & Procedures govern the relationship between ZU-B INTERNATIONAL LLC. and any person or entity that engages in business as an independent distributor of ZU-B INTERNATIONAL products. The terms "you" and "your" refer to each Independent Distributor (ID) that executes an Independent Distributor Application that is accepted by ZU-B INTERNATIONAL. The terms "we, us, our" and the "Company" refer to ZU-B INTERNATIONAL LLC.

SECTION A: Distributor Code of Ethics

ZU-B INTERNATIONAL has made a commitment to provide you top quality products, exceptional support and a proven, successful marketing plan. As a Distributor, you may purchase your products directly from ZU-B INTERNATIONAL for both your personal use and for resale to consumers. In turn, we expect that you will represent the products and income opportunity in an ethical and professional manner. If it is determined that misrepresentations have been made, we can take any steps necessary to remedy the situation including, but not limited to, terminating your Distributor Position. Each of you should adopt and live by the ZU-B INTERNATIONAL Code of Ethics: As an ZU-B INTERNATIONAL Independent Distributor:

1. I will be respectful of each and every person I meet while doing ZU-B INTERNATIONAL business.
2. At all times I will conduct myself and my business in an ethical, moral, legal and financially sound manner.
3. I will not engage in activities that would bring disrepute to ZU-B INTERNATIONAL or myself.
4. I will be truthful in my representation of ZU-B INTERNATIONAL products by making no diagnostic, therapeutic, curative or exaggerated claims and by clearly stating all terms of sale. I understand any claim of cure or treatment or any prescription is strictly forbidden.
5. I will provide support and encouragement to my customers to ensure that their experience with ZU-B INTERNATIONAL is a successful one. I understand that it is important to provide follow-up service and support to my downline.
6. I will correctly represent all ID earning plans available through ZU-B INTERNATIONAL and the income potential represented therein. I understand I may not use my own income as an indication of other's potential success, or use compensation checks as marketing materials.
7. I will abide by all of ZU-B INTERNATIONAL's Policies & Procedures now and as they may be changed in the future.

SECTION B: Your Relationship with the Company

A. ZU-B INTERNATIONAL reserves the right to amend the terms and conditions of these Policies & Procedures and the compensation plans at any time, as it deems necessary. You will be bound by any amendments upon notification of the amendments through any of ZU-B INTERNATIONAL'S official channels of communication. Those channels of communication include, but are not limited to, posting of information to the ZU-B INTERNATIONAL web site, e-mail to the Independent Distributor, announcements in any official ZU-B INTERNATIONAL newsletter or other publication or mail to the Independent Distributor at the address listed on the Independent Distributor Application & Agreement. B. All references to time frames are based on Sandy, Utah, USA standard time unless otherwise stated.

An Independent Distributor (ID)

- A. You become an Independent Distributor (ID) when your Independent Distributor Application & Agreement form has been received and accepted by ZU-B

INTERNATIONAL LLC. ZU-B INTERNATIONAL reserves the right to refuse any application, and cannot be responsible for delays in processing any applications that are received incomplete. If you receive and negotiate a commission payment from us that will also serve to affirm that you agree to be bound by our Policies & Procedure.

B. When you complete your Distributor Application, you are required to give your Social Security or Federal Tax ID number. You must certify under the penalty of law that the Social Security or Federal Tax ID number submitted to the Company is correct. ZU-B INTERNATIONAL will provide to you the required forms to report your gross income from the Company. You have the obligation to maintain records that will enable you to properly and completely report all of your taxable income to the appropriate tax authorities. As an independent businessperson, you may enjoy certain tax advantages. Please consult with your own tax adviser to determine if your ZU-B INTERNATIONAL business offers any of those advantages to you.

Distributor Eligibility

A. You must be of legal age in the State in which you reside in order to be an Independent Distributor.

B. A Corporation, Partnership or Trust may become an Independent Distributor. Legal entities must submit certified copies of their formation documents and attest to the management and ownership of the entity or, in the case of a trust, the name of the Trustee and the Beneficiaries. The entity must also submit a certificate of good standing from the jurisdiction in which it was formed if such a certificate is available. All of these documents must be submitted within sixty days of the acceptance of the entity's Independent Distributor Application & Agreement. The authorized officer, agent or trustee must sign the Independent Distributor Application & Agreement form. The actions of corporate shareholders, officers, directors, agents or employees and the actions of partnership partners, agents or employees, which do not conform to ZU-B INTERNATIONAL' policies shall be attributable to the entire corporate or partnership entity.

C. Unincorporated Businesses (Proprietorships) with unique IRS issued taxpayer identification numbers (not the social security number of the proprietor,) may become an Independent Distributor. Proof of the issuance of the taxpayer identification number must be submitted to the company.

D. ZU-B INTERNATIONAL, while allowing the above identified business entities to be Distributors, will tie recognition to the primary applicant (signature on agreement) as the authorized representative of said try.

E. Spouses are encouraged to be joint Distributors in one position, and are not allowed to each have their own Distributor position with ZU-B INTERNATIONAL. Change of the original sponsor is not permitted. The actions of one spouse will be attributed to both spouses. Once enrolled a Distributor may not be moved.

F. You may have a financial interest in NO MORE THAN ONE Distributor (HC) position. Each Distributor position has a unique taxpayer identification number. For purposes of this rule only, you do not have a financial interest in your spouse's Distributor position. Having a financial interest in Distributor positions in separate lines is never permitted (except through inheritance), and no use of this privilege to the detriment of the company or to the detriment of upline(s) will be permitted.

G. You may inherit a second Distributor Position from a deceased Distributor and have interests in both Distributor Positions. Transfer of the second Distributor Position must comply with ZU-B INTERNATIONAL' Policy for transfer of Distributor Position. If you are an established Distributor and you marry another established Independent Distributor, you may each retain your separate Distributor Positions.

H. You are an independent contractor. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an Independent Distributor. You have no authority to bind ZU-B INTERNATIONAL to any obligation. You are responsible for paying your own self-employment taxes, federal income taxes and any other taxes required by law. You must obey any federal, state, and local laws, as well as company rules and regulations pertaining to your independent ZU-B INTERNATIONAL distributorship or the acquisition, receipt, holding, selling, distributing or advertising of ZU-B INTERNATIONAL' products or opportunity.

I. You agree to indemnify and hold the Company, its officers, agents, and directors harmless from any claim, damage, liability or loss arising out of your activities.

J. ZU-B INTERNATIONAL does not allow employees to own positions (HC) because the company feels it may allow for a conflict of interest. If you are a Distributor prior to being employed by ZU-B INTERNATIONAL, the company will allow you to retain your position.

SECTION C: Purchasing Product

Initial Purchase

A. You are not required to purchase any product in order to become an independent Distributor.

B. Except where prohibited by law, you are required to pay \$35.00 at the time of submission of your Independent Distributor Application & Agreement to ZU-B INTERNATIONAL. As an Independent Distributor, you will receive free access to company supplied web site. This payment is an Administrative fee and is a one time charge until your (HC) is terminated.

Inventory Purchases

A. The ZU-B INTERNATIONAL program is built on retail sales to the ultimate consumer. ZU-B INTERNATIONAL encourages its Distributors to only purchase inventory that they and Distributors of their family will personally consume, or which will be resold to others for their ultimate consumption or resale. ZU-B INTERNATIONAL 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 for resale.

B. To be eligible for bonuses, you must meet ZU-B INTERNATIONAL' qualification requirements and comply with the following: 70% Resale Rule. Under this rule, you may not order additional product unless you have sold or used for personal or family use at least 70% of the product that you have previously purchased. The verification section on ZU-B INTERNATIONAL' order form is designed to support the 70% Resale Rule. However, you make the certification that you have used or resold at least 70% of your prior orders regardless of the method that you use for placing the order.

Retail Direct Customer

A. ZU-B INTERNATIONAL does not sell directly to retail customers. Any contacts made to ZU-B INTERNATIONAL will be shared with Independent Distributors closest to the contact at ZU-B INTERNATIONAL discretion.

Autoship

A. You can ensure that you receive monthly shipment of our products by enrolling in Autoship. If your Autoship is for more than \$80.00 per month, it assures that you remain

"Active" and that you are eligible for ongoing Team Bonuses; it also eliminates the inconvenience of placing monthly orders.

B. There is no limit to the number of items on an Autoship order. Autoship can combine any variation of products excluding Activation Wholesale Product Purchase, which is only available for purchase as part of a new Distributors application process.

C. Your Autoship order will typically be placed every four weeks from the date you originally establish your order, or on the date of your choosing. If the processing date falls on a weekend or holiday, the Autoship will be processed on that date and shipped the following business day. If payment has not been received and processed by the due date, the Autoship order will not be sent, and your qualifications for bonus pay may not be met.

D. You may pay for your Autoship by having a credit card on file, or Money Order/Cashier's Check received in advance. ZU-B INTERNATIONAL also can process checks electronically. A voided check must be sent in and received at least 10 days prior to the monthly processing date. If you are paying by Money Order or Cashier's Check, we must have the payment in-house at least 5 days prior to the processing date.

E. You may change an Autoship order. To change your Autoship order, use the Autoship application form found in your website office. Written orders that are faxed or mailed into the home office must be received a minimum of 5 days before the normal processing date or it will not be implemented until the following month.

F. You may terminate your Autoship order at any time. However, if you do so you may be ineligible to earn Bonuses on all volume that would normally accumulate in your sales teams. If you choose to cancel your Autoship order through Customer Service, you must submit your written cancellation information at least 5 days before the normal processing date or it will not be effective until the following month.

G. Autoships and Backup Orders may only be established or amended by the Distributor responsible for receipt and payment of these orders. (No exception.)

H. Sponsoring Distributors may not set up these types of ongoing orders on behalf of their new Distributor.

I. Any Distributor that fraudulently signs up another Distributor, without their consent, will have their Membership terminated. In addition, ZU-B INTERNATIONAL may pursue fraudulent behavior, for any misrepresentation of the ZU-B INTERNATIONAL Opportunity, using all legal means available.

Resale of Product

A. Only authorized Independent Distributors of ZU-B INTERNATIONAL may purchase ZU-B INTERNATIONAL products for resale.

B. ZU-B INTERNATIONAL products may not be sold through catalogues or other mass retail sales medium, such as television, without the prior written approval of ZU-B INTERNATIONAL.

C. Internet re-sales may be made only on ZU-B INTERNATIONAL approved web sites.

D. ZU-B INTERNATIONAL products may not be displayed and sold in retail establishments where the primary source of income is the resale of products unless such locations are approved and dually appointed by ZU-B INTERNATIONAL. ZU-B products may be sold in service related and by appointment business, where the primary source of income is from such services and not from product sales (such as salons, doctors' offices and health clubs.)

E. Only ZU-B INTERNATIONAL produced, or approved literature, banners, or signage may be displayed on a shelf, counter, or wall.

F. Resale of ZU-B INTERNATIONAL products in jurisdictions where such re-sales are not recognized or permitted is strictly prohibited.

International Sales

You may not sell ZU-B INTERNATIONAL products or promote the business opportunity in countries or territories that have not been officially opened by ZU-B INTERNATIONAL Headquarters. Nor may you export or sell directly or indirectly to others who export ZU-B INTERNATIONAL' products, literature, sales aids or promotional material relating to ZU-B INTERNATIONAL, its products or the ZU-B INTERNATIONAL program from the United States or its possessions or territories to any other country. Any violation of this rule constitutes a material breach of this contract and is grounds for immediate termination of the Distributor Position.

Sales Tax

- A. As a general rule, if you are a resident in the state of Utah, we will collect and remit sales taxes on your behalf. We make the assumption that all of the product that you order will be resold at the suggested retail price, and we collect and report sales tax on that basis. The sales tax is based upon the tax rate in the jurisdiction that the product is shipped to. If you submit a current Sales Tax Exemption Certificate (STEC) from your resident state, we will not charge or collect sales tax on your orders shipped to that state. You will be responsible for tracking and reporting all sales and sales taxes due. Sales tax on orders placed before we receive a STEC will not be reimbursed.
- B. If you elect to provide an STEC, you must indemnify and hold ZU-B INTERNATIONAL harmless regarding any liability that we are charged as a result of your failure to collect or remit sales taxes.

Payment

All orders must be accompanied by proper payment including all applicable shipping/handling fee and sales tax. We accept payment in the form a cashier's check, electronic checking transfer, money order, Visa, MasterCard, American Express, or Discover Card. We will not process orders that are not accompanied by full and proper payment.

Cut-Off Date for Orders

In order for an order to be counted in the current day's volume, it must be received by 12:00 midnight, Eastern

Standard Time, USA.

SECTION D: Advertising and Use of Company Name

Use of Trademarks, Copyrighted Materials and Intellectual Property.

- A. You may not use any of our trademarks, trade-names, copyrights, written, printed, recorded or other types of intellectual property in advertising, promoting or describing ZU-B INTERNATIONAL products or marketing program, unless it has been submitted to ZU-B INTERNATIONAL and approved by us in writing before being disseminated, published or displayed.
- B. You are responsible for any verbal and written statements you make regarding ZU-B INTERNATIONAL' products and compensation plan that are not expressly contained in writing in the current Independent Distributor agreement, or advertising or promotional materials supplied directly by us. You must indemnify ZU-B INTERNATIONAL and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business we incur as a result of any unauthorized representations that you make.

Internet and Web Site Policy

A. ZU-B INTERNATIONAL maintains an official corporate Web site and makes it available to all active ID's You may advertise on the Internet through an approved program that allows you to use our page designs, Those designs can be personalized with your own message and contact information. Those Web sites link directly to our Company Web site. You may only use an approved web site in connection with your ZU-B INTERNATIONAL marketing activities.

B. If you choose to use your own web site, you may not use ZU-B INTERNATIONAL' names, logos, trademarks, etc. without our written permission. This prohibition extends to (by way of example, and not limitation) the use of ZU-B INTERNATIONAL trademarks and trade-names (or any derivations or alternate spellings thereof) in any key word or Meta tag list, or the like, submitted to or used by search engines.

C. On any web site that you use, whether a Company provided site or one you develop yourself, you must implement a privacy policy that protects any information gathered from the web site from being sold or used by anyone else.

D. You may not spam. Spamming includes, but is not necessarily limited to: 1) sending unsolicited e-mail messages that contain any e-mail or web addresses from your account to online users. 2) Posting messages that contain your service address in news groups that are unrelated to your products or service. 3) Creating false "from sources" in an e-mail message, or newsgroup posting with your service address, thereby giving the Impression that the message originated from ZU-B INTERNATIONAL or its network of Independent Distributors, 4) Sending unsolicited email to lists of people that are not within your downline or with whom you have no prior business or personal relationship.

Telephone Operation & Advertising

A. You may not answer the phone using the name ZU-B INTERNATIONAL nor may you imply you are other than a ZU-B INTERNATIONAL Independent Distributor. You may list your name in the Yellow or White Pages as long as it clearly states that you are an INDEPENDENT ASSOCIATE.

B. All cards, letterheads, signs, advertising materials, and verbal conversations, etc. used to promote businesses must make it clear that you are an Independent Distributor. They may not imply or intimate that you are an agent, authorized representative, employee, joint venture or franchisee of ZU-B INTERNATIONAL.

C. Some Independent Distributors of ZU-B INTERNATIONAL use classified advertising in the newspapers to find prospects. The following rules apply:

No advertisement may imply that a job or position is available.

No specific income can be promised.

Advertisements may not contain references to ZU-B International or its products.

You may not use any of ZU-B INTERNATIONAL's trademarks or trade names.

D. Any requests for variances from the above rules must be submitted to ZU-B INTERNATIONAL and approved in writing prior to publication. Please direct any inquiries to support@zu-b.com.

Repackaging Products

Under no circumstances may you print your own labels or repackage ZU-B INTERNATIONAL' products. Products are to be sold in their original packaging only.

Trade Shows

With our written authorization, you may present our products and business opportunity at trade shows. We must receive a written request for participation in trade shows at least two weeks prior to the show. Only ZU-B INTERNATIONAL products and/or opportunity may be offered in the trade show booth. Only ZU-B INTERNATIONAL produced marketing materials may be displayed or distributed. You may not sell or promote our products or business opportunity at flea markets, swap meets, or garage sales.

Unsolicited Activities

The following activities are prohibited, except to your downline.

Automatic calling devices or "boiler room" operations

E-mail Broadcasts

Fax Broadcasts

Spamming

Media Inquiries You must refer any media inquiries Immediately to ZU-B

INTERNATIONAL. Any Independent Distributor that violates this rule is subject to immediate termination.

Release for use of Photo, Audio, or Video Image, and/or testimonial Endorsement

A. As a ZU-B INTERNATIONAL Distributor, you grant to ZU-B INTERNATIONAL, and its successors, assigns, employees and agents, the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of ZU-B INTERNATIONAL, or in any other name. Regardless of any other agreements or contracts you may have with any other entity, you agree that any use by ZU-B INTERNATIONAL as set forth in this section shall be royalty free and not subject to any other claim. You agree to defend and indemnify ZU-B INTERNATIONAL against any claims by any other party arising out of the Company's use of the rights granted herein.

B. You confirm that the information you give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of your knowledge. You waive any right you may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be make of it.

C. You agree to release and discharge ZU-B INTERNATIONAL, and its successors, assigns, employees, and agents, from any and all liability, claim and/or demand arising out of or in connection with the creation and the use of any photograph, video, audio or endorsement, including any claim for defamation.

SECTION E: General Information

Referral Policy

Occasionally, potential customers will contact ZU-B INTERNATIONAL directly. Every effort will be made to determine the source of the referral and to give proper credit to the referring Independent Distributor. If the prospect has not already spoken to an Independent Distributor, we will forward the information about the prospect to those that have chosen to participate in a Lead Generation program. Leads will be given out according to the terms of any Leads Distribution Program then in effect. This policy does not apply to any special lead or referral promotions that ZU-B INTERNATIONAL may sponsor.

Confidential Information

A. In order to assist you in the conduct of your ZU-B INTERNATIONAL business, we may supply you with reports and information. That information includes, but is not limited to, marketing plans and strategies, products, purchases, pricing and information concerning your down and upline sales organization. (All or any part of that information may be referred to in these Policies and Procedures as the "Lists.") You acknowledge and agree that all such information is ZU-B INTERNATIONAL' property and must be held confidential. You agree that you will not directly or indirectly disclose any of the confidential information on the Lists to any third party or use any of the information to compete directly or indirectly with ZU-B INTERNATIONAL. You also recognize that ZU-B INTERNATIONAL' marketplace is the network marketing industry, and that competition with ZU-B INTERNATIONAL includes using the Lists in other network marketing companies regardless of the type of product they might sell.

B. B. ZU-B INTERNATIONAL' business relationship with its vendors, manufacturers and suppliers is confidential. You may not contact, directly or indirectly, or speak to or communicate with any representative of any of our suppliers or manufacturers except at a Company sponsored event at which such a supplier/representative is present at our request. Violation of this regulation may result in termination and possible claims for damages if the vendor/manufacturer's association with ZU-B INTERNATIONAL is compromised by your contact.

Changes to Distributor Position

A. ZU-B INTERNATIONAL reserves the right to approve or disapprove any change you propose to make to your business name or structure, the formation of partnerships, corporations, and trusts for tax, estate planning, and limited liability purposes. Before we can approve such a change, you must complete a new Independent Distributor Application & Agreement and file it with us outlining the proposed change and the reasons for the proposed change.

B. If you are considering selling your Distributor Position, there is a legal procedure you must follow to gain approval of the request. A Distributor Position may be sold only after we have approved the request in writing. We will not allow a Distributor Position to be sold if it has not been actively engaged in retail selling of ZU-B products or the Sponsoring of new associates and has been active for at least six months. We will only approve a proposed sale/transfer of the Distributor Position if you have first given us at least thirty days written notice of the proposed terms of the sale to a bona fide purchaser. You can request these forms through the Compliance Department by emailing support@zu-b.com.

C. If you die or are incapacitated, your rights to bonuses and marketing position, together with your responsibilities, will pass to your successors in interest. Those successors must make a written application for the transfer and agree in writing to abide by our then current Policies & Procedures.

Change of Sponsorship

A. You are the Enrolling Sponsor of any Distributor that you directly referred and sponsored into the Company. A Placement Sponsor is the sponsor that will be directly upline of the new Distributor. You can be both the Enrolling Sponsor and Placement Sponsor.

B. We will recognize the sponsorship positions as listed on the Independent Distributor Application submitted by a new Independent Distributor. If we receive more than one application, the one we accept first is recognized.

C. If your Distributor Position is terminated for any reason, whether voluntarily or involuntarily, you may not rejoin ZU-B INTERNATIONAL for a minimum of six months from the date of termination.

Cross Sponsoring/Other Business Opportunities

A. You cannot sponsor or attempt to sponsor anyone from another ZU-B INTERNATIONAL sales group (downline or upline) into any other MLM or network marketing organization. Nor may you introduce other business opportunities to any ZU-B INTERNATIONAL Independent Distributor, except those you have personally enrolled. Violation of these policies is grounds for termination of Distributor Position. It may also give rise to other claims for unauthorized use of our confidential information.

B. You may not use ZU-B INTERNATIONAL' customer network, or assist others, in using the Lists to sell other products or services. Use of Lists for anything other than marketing operations we have approved is limited to those Independent Distributors and Retail Direct Customers that you have personally sponsored. Misuse of a List is grounds for, but is not limited to, termination of a Distributor Position. The Lists are the exclusive property of ZU-B INTERNATIONAL. ZU-B INTERNATIONAL may, at its sole discretion, reclaim and take possession of the Lists. You also recognize and agree that misuse of the Lists cannot be fully compensated through monetary damages and, therefore, you agree that we may seek and obtain a temporary restraining order, preliminary and permanent injunctive relief prohibiting you from misusing the Lists. You also understand and agree that we may seek compensatory damages if you misuse the Lists. You also agree that the obligations under this section will survive the termination of your Distributor Position.

Distributor Access to the ZU-B INTERNATIONAL Office

You may visit our offices and production facilities only at designated times. You must make an appointment in advance to arrange any such visit. At the time of the visit, you will be required to sign in at the front desk immediately after entering the office. A Company employee must accompany you at all times you are in the Company offices.

Employee Opinions or Representations

From time to time, Distributors ask ZU-B INTERNATIONAL employees for opinions regarding the meaning of policies, qualifications for commissions, placement changes, downline positioning etc. Employees may not give their opinions or interpretations of the ZU-B INTERNATIONAL Policies & Procedures. We are not liable for any such opinions or representations, and you are not authorized to rely on them. You can only rely on our current Policies & Procedures.

Annual Renewal

ZU-B INTERNATIONAL does not have a Annual Renewal Fee at this time.

Income Claims

You may not make any revenue or income claims, projections or misrepresentations. "Check flashing", false, deceptive or misleading claims regarding the opportunity or products are prohibited. We firmly believe that the ZU-B INTERNATIONAL opportunity is great. Neither the Company nor any of the Independent Distributors need to resort to artificial and unrealistic projections.

Product Claims You may not make any claims as to therapeutic or curative properties about the products. In particular, you may not make any claim that ZU-B INTERNATIONAL products are useful in the diagnosis, prevention, treatment or cure of any disease or condition. Such statements can be perceived as medical claims. Not only are those statements totally against Company policy, but they may also violate federal and state food and drug and trade commission laws and regulations.

Disciplinary Actions

A. If you violate any of the Policies & Procedures, the terms and conditions of the application agreement OR engage in any illegal, fraudulent, deceptive, or unethical business conduct, we may, at our sole discretion, invoke any disciplinary action that we deem appropriate. Among the potential disciplinary actions are:

- a. Issuance of a written warning or admonition. Imposition of a fine, which may be imposed immediately or withheld from future bonus or commission checks.
- b. Reassignment of all or part of your downline organization.
- c. Adjustment of your Distributor status.
- d. Suspension, which may result in termination or reinstatement with conditions or restrictions.
- e. Termination of your Independent Distributor status.

Generally, we will give you notice of the alleged violation and allow you to present facts that show that there has been no violation. However, if we believe that the violation is of a serious nature, we reserve the right to make our determination and take action without prior notice.

B. If you attempt to circumvent the Policies & Procedures to accomplish something indirectly that has been directly prohibited, you will be disciplined as if the applicable policy had been directly violated.

Suspension or Termination

A. You may terminate your Distributor Position at any time for any reason. You terminate your Distributor Position by giving ZU-B INTERNATIONAL written notice of your termination.

B. We may suspend or terminate your Distributor Position as a corrective action for any violation of the Distributor agreement, as written on the back of the Independent Distributor Application & Agreement, or any violation of the Policies & Procedures. Whenever there is a complaint or evidence of a prohibited activity, generally, we will contact you to let you know that we suspect a violation of a Company Policy or Procedure. We will generally offer you an opportunity to present facts that would show that you have not violated the Policy or Procedure. We alone will make the final determination as to whether the Policy or Procedure has been violated and our decision is final and may not be appealed.

C. If we determine that suspension is an appropriate remedy, it could include any or all of the following: All bonuses, commissions, prizes or recognition could be withheld. You could be restricted from participating in any Company activity, event or contest. You could be excluded from participating in any ZU-B INTERNATIONAL meetings, training or corporate sponsored events even if the qualification period for such events was prior to the suspension.

D. If we determine that termination is the appropriate remedy, you must immediately quit representing yourself as a ZU-B INTERNATIONAL Independent Distributor.

E. If your Distributor Position is terminated for any reason, you will lose your downline and any associated compensation. If you decide to reapply for ZU-B INTERNATIONAL Association, you will have to wait at least six (6) months from your termination date to submit the application. F. After termination, you will still be liable for any commission or bonus deductions that you would have had to pay as the result of any Buy-Backs or returns that occur in your downline. If we have to file a lawsuit to collect those amounts, you agree to pay any collection and legal costs that we incur. We may also notify credit-reporting agencies of any delinquency.

SECTION F: Company Refund Policy

For Retail Customers

A. ZU-B INTERNATIONAL has a 30-day retail guarantee of satisfaction. A retail customer who purchases our product is provided a 30-day window from receipt of goods to apply for a refund, less shipping and handling. If after using our product for 5 days, they decide to return the unused product for a refund, ZU-B INTERNATIONAL offers this money back guarantee on all products (excluding literature), providing the following requirements are met: You must notify the Return Department within 5 days from the date of commencing use of the product, via e-mail at support@zu-b.com. A Return Merchandise Authorization (RMA) Number will be issued. Only one refund per product will be given for opened bottles. For example, if you return 2 opened bottles of ZU-B Complete, a refund will be given for 1 bottle. This limitation does not apply to unopened bottles, providing that you follow the above procedure. In all cases you must show: proper notice, proof of timely purchase and timely return of the product.

B. When you sell products at retail, you are the primary party responsible for customer satisfaction. The retail customer must come to you for either a replacement product or for a refund. You make the product exchange or refund, and then you obtain a replacement product from ZU-B INTERNATIONAL for the returned product.

C. In the event of a dispute between you and your retail customer, ZU-B INTERNATIONAL will determine the facts and resolve the issue. That resolution will be final and not appeal able. If we elect to make a cash payment to the retail customer to resolve the dispute, we will charge the payment to your account.

D. If your retail customer wants to make a product return under the Retail Guarantee, follow this procedure: Write up a regular retail sales slip for the product refund, enter the date and price the customer actually paid and write "refund" across the face of the order. Refund the money to the customer and have the customer sign the refund sales slip. Contact the Customer Service Department, via e-mail, and obtain a Return Merchandise Authorization (RMA) Number. Attach a copy of the refund sales slip to the original sales slip and send it to the Company with your next wholesale order. Be sure to put the RMA number on the shipping label. Providing that the procedure above has been followed, you can expect to receive the replacement product within thirty days of receipt of the returned product.

E. If the product was sold to and shipped directly by ZU-B INTERNATIONAL to your Customer, the Customer may contact us directly for return authorization and replacement/refund of the purchase. Customer should allow thirty days for processing of the refund. In the case of a refund, you agree that we may charge your account to recover any retail profit you may have been paid as a result of the sale.

F. We reserve the right to reject repetitive returns or replacements.

G. All retail sales must comply with the FTC Three-Day Cooling-Off Rule, which requires statutory language and notice of cancellation rights on the retail sales receipt. The customer must receive a receipt from a receipt book. The receipt must have a notice of cancellation form on it. The retail receipt must have the following language on it: "You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction."

H. All sales of literature are final and are not refundable.

Refund and Replacement for Distributors

A. When you make an authorized product replacement or refund under the Retail Customer Guarantee, we will provide you with the replacement product as outlined above. You may then either provide the replacement product to your retail customer, or if a refund was made, you can sell the replacement product.

B. Product that is determined to be defective will be promptly replaced without charge. Except in the case of returns of defective products, you are responsible for all shipping expenses incurred for the return.

C. The Company reserves the right to recoup any commissions or other compensation paid when the product that generated that compensation is returned. In order to do so, we may deduct the outstanding amount prior to paying you any further commissions. If your bonus check is insufficient to allow us to recover the compensation through a deduction, you agree to repay ZU-B INTERNATIONAL the amount due.

D. Any Distributor may return their initial purchase of an Activation Wholesale Product Purchase under the above Retail Customer Product Satisfaction Guarantee. Member fees and Literature sales are final and are not refundable. Administration fees are not refundable except as required by law. Additional

products purchased by a Distributor wishing to leave the ZU-B business is covered by our Buy-Back Policy for unused, unopened, resalable product.

Buy-Back Policy

A. ZU-B INTERNATIONAL' Buy-Back policy is meant to protect individuals who want to leave the ZU-B INTERNATIONAL opportunity and believe they mistakenly purchased more inventory than they could consume or sell. These policies specifically do NOT apply to an 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.

B. If you desire to terminate your Distributor Position through the Buy-Back policy, you must notify ZU-B INTERNATIONAL in writing. You must send ZU-B INTERNATIONAL a letter listing all the products you intend to return, the amount of each product and the original order number under which you purchased the products. The letter must be signed by all persons listed on the Association and must state your intentions to relinquish all present and future commission rights and to never again become ZU-B INTERNATIONAL Distributors.

C. The request for a Buy-Back must be made within 12 months of the product's original purchase date. Reimbursement will be made for the value of the orders(s) less a 15% restocking charge, freight, rebates, bonuses and personal discounts. The Company will be liberal in its application of the Buy-Back policy on termination of a Distributor Position, but ZU-B INTERNATIONAL will not repurchase products or issue refunds on products certified as having been consumed or sold.

D. We will not repurchase products or issue refunds on products certified as having been consumed or sold under the 70% Resale Rule. Falsely representing the amount of product sold or consumed in order to advance in the marketing plan will be grounds for termination.

E. Upon receiving a Buy-Back letter, ZU-B INTERNATIONAL will contact you with the specifics of the return process. All products returned for Buy-Back must be in their original packaging, unopened and in resalable condition. Products that have been discontinued, whose discontinuance has been announced, or that were sold, as non-returnable, seasonal or promotional items are not eligible for a Buy-Back. Once ZU-B INTERNATIONAL has verified that the product has been received in reusable and resalable condition and the Buy-Back process is completed, a refund will be issued and

the Distributor Position terminated. Distributors should allow at least 30 days for any refund to be processed.

F. The re-purchase price will be not less than eighty-five percent (85%) of the original net cost you paid. Net costs do not include shipping and handling.

G. Items are deemed resalable or reusable if they are returned within 1 year of the date of purchase, are unused and in their original packaging. Items that have been discontinued, or are within 6 months of expiring, are not considered to be resalable.

H. Any damages to the product, as the result of improper packaging or damage during shipping for the return shipment shall be your sole responsibility.

I. All bonuses, commissions and recognition or advancement received as a result of the original purchases will be reversed and the amounts deducted from the refund and/or the upline's commissions. You should notify your sponsor of your intention to terminate your Distributor Position.

J. Should ZU-B INTERNATIONAL have reason to believe that there have been activities harmful to ZU-B INTERNATIONAL or its Distributors, the Company reserves the right to stop or delay the Buy-Back process until such time as it has determined what, if any, actions have taken place. Should ZU-B INTERNATIONAL determine to exercise this right, we will immediately inform you that an investigation is in process.

K. Literature sales are final and are not refundable. In addition, all membership fees are nonrefundable.

L. Buy Back Policies Controlled by Specific State Law: In some states there is a statute or regulation that provides for a different Buy-Back policy. ZU-B INTERNATIONAL conforms to all such laws.

In Georgia:

We will repurchase all unencumbered products, sales aids, literature, and promotional items which are in a reasonably resalable or reusable condition and which were acquired by the participant from ZU-B

INTERNATIONAL. The repurchase shall be at a price not less than ninety (90) percent of the original net cost to the participant of the goods being returned. For purposes of this paragraph, "original net cost" means the amount actually paid by the participant for the goods, less any consideration received by the participant for purchase of the goods that is attributable to the specific goods now being returned. Goods shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition at the time the goods are returned to the ZU-B INTERNATIONAL. Goods which are no longer marketed by ZU-B INTERNATIONAL shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition and are returned to ZU-B INTERNATIONAL within one year from the date the company discontinued marketing the goods; provided, however, that goods which are no longer marketed shall not be deemed not "resalable or reusable" if the goods are sold to participants as non-returnable, discontinued, or seasonal items and the non-returnable, discontinued, or seasonal nature of the goods was clearly disclosed to the participant seeking to return the goods prior to the purchase of the goods by the participant.

In Maryland. Montana. Puerto Rico. Oklahoma and Texas:

On written request from the purchaser, and not later than the first anniversary of the purchaser's date of purchase, all unencumbered products that are in an unused, commercially resalable condition at a price not less than ninety (90) percent of the amount actually paid by the purchaser for the products being returned, less any consideration received by the purchaser for purchase of the products being returned. A product that is no longer marketed by ZU-B INTERNATIONAL is considered resalable if the product is otherwise in an unused,

commercially resalable condition and is returned to the seller not later than the first anniversary of the purchaser's date of purchase, except that the product is not considered resalable if before the purchaser purchased the product it was clearly disclosed to the purchaser that the product was sold as a non-returnable, discontinued, seasonal, or special promotion item.

In Massachusetts and Wyoming:

We will repurchase all unencumbered products in a resalable condition then in the possession of the participant. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the company of the election to cancel.

In Louisiana:

We will repurchase all or part of any product that are in a resalable condition at 85% of the original net cost to you, and ii) repay 85% of the original net cost of any services provided to you, and iii) refund ninety percent (90) of any other consideration you paid to us in order to participate in the marketing program.



ZU-B Policies & Procedures Agreement

As an Independent Distributor for ZU-B International, I agree to accept, follow and comply with ZU-B International's Policies and Procedures. If I have registered online, I have also agreed by selecting the "I AGREE" box for the Policies and Procedures. Completing the application online is considered an electronic signature and is recorded as my personal agreement to the terms. If I have registered as a corporation, partnership or trust, I am representing said company and said company agrees to accept, follow and comply with ZU-B International's Policies and Procedures.

Signed _____ Date _____

Printed Name _____


www.zu-b.com

ZU-B Office use only

Employee# _____ Date Received _____ Time _____ Dist ID# _____