

## Introduction

It is the responsibility of all Independent Representatives of YOR, to read, understand, and adhere to these Policies and Procedures, in their current form and as may be amended from time to time. These Policies and Procedures are incorporated into the YOR Independent Representative Qualification Acceptance Agreement.

## Code of Ethics

YOR has made a commitment to provide products of the finest quality. In turn, YOR expects YOR Independent Representatives to reflect that image in their relationships with consumers and other Independent Representatives.

As an Independent Representative, you are generally free to operate your business as you see fit, but it is to our mutual, long-term advantage if you accord to the highest standards of integrity and fair practice in your role as a YOR Independent Representative. The Code of Ethics, therefore, states:

As a YOR Independent Representative:

- I will conduct my business in an honest, ethical manner at all times.
- I will not represent the YOR Independent Representative Opportunity as a job or opportunity for employment.
- I will safeguard and promote the reputation of the products of YOR and YOR itself.
- I shall refrain from all conduct which might be harmful to such reputation of YOR or to the marketing of such products or inconsistent with the public interest, and shall avoid all discourteous, deceptive, misleading, unethical, illegal or immoral conduct or practices.
- I will make no claims regarding potential income, earnings, products or services, beyond what is stated in official YOR literature.
- I will not misrepresent YOR products by making any medical, diagnostic, therapeutic, or curative claims regarding YOR products or the use of YOR Products.
- I will provide support and encouragement to my customers to ensure that their experience with YOR is a successful and pleasant one. I understand that it is important to provide follow-up service and support to my Registered Retail Customers, Select Customers and Independent Representatives in my downline.
- I will motivate and actively work with members of my downline organization to help them build their YOR business.
- I will refrain from exaggerating my personal income or the income potential in general and will stress to Independent Representative candidates the level of effort required to succeed in the business.
- I will not make disparaging remarks about other products, services, Independent Representatives, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow YOR Independent Representatives.
- I will honor the confidentiality of YOR, YOR Retail, Registered Retail, Select Customers, and other Independent Representatives' information received as provided to me during my relationship with YOR. This includes, but is not limited to, compensation plan information, names, home or mailing addresses, phone numbers, email addresses, and any other contact information of any individual associated with YOR.
- I will abide by all of the Policies and Procedures of YOR as included herein, or as may be amended from time to time.

## Partnership or Corporation Requirements

Corporations which enroll as YOR Independent Representatives must include on its application the corporation's Federal Employer's Identification Number (FEIN).

Entering YOR as a corporation or partnership is as simple as that of an individual. An Independent Representative position may be acquired upon completion of the proper form(s). With the use of the appropriate documentation, an Independent Representative may change its status under the same sponsor from individual to partnership or corporation; or from partnership to corporation.

## Annual Renewal Fee

An annual Administration Renewal Fee of \$150 USD will be automatically processed 1 year from the enrollment date of the Independent Representative. Independent Representative will be charged an additional late renewal fee of \$50 USD if he/she is late 30 – 90 days. Failure to pay the administrative renewal fee after 90 days from the anniversary date will be construed as a resignation and all agreements between YOR and the Independent Representative will be considered null and void at which time, the Independent Representative will be reverted back to the SC status and shall adhere to the SC Agreement, Terms and Conditions, and Policies and Procedures.

## Late Renewal Fee

Independent Representative will be charged an additional late renewal fee of \$50 USD if he/she is late 30 – 90 days. Failure to pay the administrative renewal fee after 90 days from the anniversary date will be construed as a resignation and all agreements between YOR and the Independent Representative will be considered null and void at which time, the Independent Representative will be reverted back to the SC status and shall adhere to the SC Agreement, Terms and Conditions, and Policies and Procedures.

## Independent Representative Contact Information

As communications between Registered Retail Customers (RRCs), SCs, Independent Representatives, and YOR are crucial to the success of an Independent Representative and YOR, all contact information must be kept up to date.

Independent Representatives must report any change of address, phone number and email address by sending written notice to the YOR office.

## Sponsorship

Your sponsor shall be the SC or Independent Representative that referred and enrolled you. Once the SC upgrades to the Independent Representative status, the sponsor will remain the same as the sponsor specified upon the SC enrollment.

Independent Representatives, once qualified, have the right to sponsor RRCs, SCs and other potential Independent Representatives. If there are two Independent Representatives that claim to be the sponsors of the same new RRC or SC, YOR shall acknowledge the first enrollment form received at corporate headquarters.

Any cross-sponsorship or cross-recruiting is strictly prohibited within YOR. Sponsorship may also occur in other foreign nations as approved by YOR, bearing in mind the need for personal contact. In regard to any dispute, YOR reserves the right to make any final decisions. Any Independent Representative wishing to participate in more than one Independent Representativeship may do so within the parameters established by YOR within the Policies and Procedures or other such company policy. Any and all re-entries must be within the same organization as the Independent Representative's original position. Under no circumstances shall an Independent Representative be allowed to re-enter in another organization.

## Responsibility of Sponsors

Once an Independent Representative qualifies, his/her sponsoring Leaders have the obligation to perform a genuine supervisory and training function so that the new member may succeed properly. Sponsors are to be advisors to their new downline members. Independent Representatives must have continuous contact, communications, and supervision with their complete Distribution Community. This includes, but not limited to: written correspondence, telephone contact, email contact (if available), newsletters, personal meetings, training sessions, sharing genealogy information with those sponsored, and accompanying individuals to corporate events. It is to the advantage of Independent Representatives, as well as YOR, for Independent Representatives to cooperate with each other for the mutual success of one another.

## Transfers of Sponsorships

YOR prohibits any transferring of sponsorship from one Independent Representative to another. The integrity of the entire network organization is based on the strength of the structure within the network.

an Independent Representative will only be allowed to transfer sponsorship lines by way of written resignation to YOR. Once resignation is accepted, the former Independent Representative may then choose to rejoin the network six (6) months later under a new sponsor.

**IMPORTANT:** Independent Representatives who choose to resign and return will not be allowed to transfer their Distribution Community or qualified position with them.

## Resignation of an Independent Representative

Independent Representatives have the right to terminate their agreement at any time and for any reason without penalty by giving seven (7) days written notice to YOR at its principal place of business. At the end of the seven (7) day notice period, all rights to commissions, placement, status and wholesale purchases cease, and Independent Representatives are no longer entitled to advertise, sell, or promote YOR products. The Distribution Community and Customers directly sponsored by the former Independent Representative shall be transferred to his/her sponsor.

Resigning Independent Representatives are not eligible to be sponsored into YOR again for a period of six (6) months following the date of termination.

**IMPORTANT:** Independent Representatives who choose to resign and return will not be allowed to transfer their Distribution Community or qualified position with them.

## Termination of Independent Representative Membership

YOR reserves the right to terminate any Independent Representative membership at any time, or suspend said Independent Representative for a probationary period, when it is determined that the Independent Representative has violated the provisions of the Independent Representative Agreement, including the provisions of these Policies and Procedures as they now exist or may be amended, or the provisions of applicable laws and standards of fair dealing, or intentionally disparages or harms YOR in any way.

Upon such a termination, YOR shall notify the Independent Representative by mail at the latest address listed with YOR. The terminated Independent Representative agrees to immediately cease representing himself/herself as an Independent Representative, and will not be allowed to ever return to the position of Independent Representative with YOR. The terminated Independent Representative's organization shall be transferred to his/her sponsor. The terminated Independent Representative will not be eligible for future sponsorship. Where applicable state law on termination of an Independent Representative is inconsistent with company policy, such state law termination procedures shall be in force.

If the Independent Representative wishes to appeal the termination, YOR must receive the appeal, in writing, within five (5) days from the date of mailing of YOR's termination letter. If the appeal is not received within the 5-day period, the termination will be automatically deemed final. If the Independent Representative files a timely appeal of termination, YOR will review and reconsider the termination, consider any other appropriate action and notify the Independent Representative of its decision. The decision of YOR will be final and subject to no further review. In the event that the termination is not rescinded, the termination will be effective as of the date of YOR's original termination notice.

## Commissions Payout

There are 52 Pay Periods per year, each year starts with Week 1 and ends with Week 52.

A week (Pay Period) starts on Saturday at 12:00 am (Pacific) and ends the following Friday at 11:59 pm (Pacific). Commissions are paid within 2 weeks of the closing of the corresponding Commissions Pay Period.

- A minimum of \$10 must be earned before a commissions check will be issued. By default the Minimum Check Amount is set to \$10.

If you wish to set a higher amount, you may do so by following these steps:

- 1) Log into YOR Admin at [www.yorhealth.com](http://www.yorhealth.com)
- 2) Go to the "Manage Account" section
- 3) Go to the "Preferences" tab
- 4) Scroll down to "Minimum Check Amount"
- 5) Enter your desired minimum check amount.
- 6) Click "Save"

- A 2% Handling Fee: A 2% handling fee (up to \$20 max.) per check will be assessed for all commission checks issued to cover the expenses involved in the commission check-issuing process, which includes security-lined envelopes, checks with multi-security features, specialized check toner, postage stamp, etc.

- Check Reissue and Stop Payment Fee = \$12.50 per check

## Activation

Before you can begin earning Commissions with YOR Health, you must Activate your PC by Generating 200 Personal Product Volume (PPV) within 28 days of enrollment.

## Inactivity

Any Independent Representative that does not maintain Active for more than 6 months will be considered inactive, which will change the Independent Representativeship status to a Select Customer. (Please see full Compensation Plan for the meaning of Active.)

## Wholesale and Retail Sales

Product sales to the customer are the foundation of YOR. The entire commission of YOR is a structure based upon volume of wholesale and retail sales by the individual Independent Representatives, as well as their entire Distribution Community. YOR products may only be sold by registered Independent Representatives. YOR's program is built upon wholesale and retail sales to the ultimate consumer. YOR also recognizes that Independent Representatives may wish to purchase products in reasonable amounts for their own personal or family use. For this reason, sale of products for bonus purposes shall include sales to Registered Retail Customers, Select Customers as well as sales to Independent Representatives for personal or family use, which are not made for purposes of qualification or advancement. It is company policy, however, to strictly prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing program, otherwise known as "front-loading". Independent Representatives may not front-load nor encourage others in the program to front-load. Independent Representatives must fulfill published personal and Distribution Community sales requirements, including requisite wholesale and retail sales to RRCs and SCs, as well as supervisory responsibilities, to qualify for bonuses, overrides or advancements. Resale items will be sold directly to the Independent Representatives by way of YOR.

Independent Representatives are required to provide all retail customers with one (1) copy of an official YOR Sales Receipt. Independent Representatives are also required to keep one (1) copy of the Official YOR Sales Receipt on file as YOR may require the Independent Representative to submit a copy of the receipt in the case of any customer dispute.

## Retail Sales in Stores, Trade Shows or Other Outlets

Fairness and Equal Opportunity demand that YOR forbid the sales of products in any retail outlet without prior written consent of YOR. Such retail outlets include, but are not limited to, retail stores and internet auction sites. However, literature may be displayed at a retail store or outlet that refers consumers to a specific Independent Representative. With written authorization from YOR, Independent Representatives may display products and opportunity at trade shows. Request for participation in trade shows must be received in writing by YOR at least two weeks prior to the show. Written authorization from YOR must be received before participating in the trade show. YOR products and opportunity are the only products and/or opportunity that may be offered in the trade show booth. Only marketing materials produced by YOR may be displayed or distributed. No Independent Representative may sell or promote the YOR products or business presentation at flea markets, swap meets, or garage sales.

## Sales Tax

All YOR products are subject to the sales tax in the state, county, or city that levies such a tax in which a sale occurs. This tax is calculated on the purchase price of the products being purchased. In the case of internet purchases, the sales tax added to the product purchase price will be based on the delivery destination. YOR will collect the appropriate tax, unless the Independent Representative has filed a tax resale number with YOR.

## Income Taxes

Each Independent Representative shall comply with all state and local taxes and regulations governing the sale of YOR products. As the Independent Representative is a self-employed contractor, YOR does not deduct any personal taxes from commission checks. At the end of the calendar year, YOR is obligated by law to provide the Independent Representative and the Internal Revenue Service with a 1099 form reporting the Independent Representatives annual income from YOR. This is required for any Independent Representative with earnings in excess of \$600.00 for the calendar year.

## Ordering Products

RRCs, SCs and Independent Representatives may purchase products via the YOR Health Website. Please keep a copy of your order confirmation for your records.

## Product Availability

In the event that the requested product is on backorder or no longer available, you will be notified for other available options. Any other products ordered that are currently in stock will be shipped, pending payment authorization.

## Autoship

Autoship is 100% optional and allows you to purchase YOR products at autoship prices and receive your products at a specified billing/shipping cycle without the need to physically reorder when you run out of product. Only SCs and Independent Representatives will receive the autoship discount of up to 10% off of retail price; Registered Retail Customers will be charged the normal retail price for each product. There is no limit for the number of products you set up on autoship.

Autoship requires that you have a valid credit card on file. Your credit card will be automatically charged for the selected products, shipping, and applicable sales tax each billing/shipping cycle; your product(s) will be shipped once your credit card has been authorized. Please be sure to have the funds available in your account prior to the autoship date as this may cause a delay in processing your order or may result in the cancellation of your autoship.

You may set up autoship through your initial enrollment online or through your Independent Representative Admin at the YOR Health website. Once autoship is initiated, you will have the option to pick the date you want autoship to begin. You have the option to change your autoship cycle in increments of 1 to 8 weeks. Autoship will remain in effect until you cancel this option or when payment is not received. You may cancel autoship at anytime.

Any cancellations or changes must be made more than three (3) business days prior to the next autoship date. Any cancellations or changes may be made through the Independent Representative Admin.

Should you decide to cancel the autoship order(s) after the product(s) have already been billed and shipped, YOR will only refund the amount charged for the product(s) with any applicable sales tax once the merchandise has been returned to YOR. YOR will not refund any shipping and handling fees that you may incur. See Refund Policy for further details.

## Delivery and Payment Methods

YOR will not ship orders on a C.O.D. basis. All orders must be prepaid with an authorized credit card. All orders will be shipped within three (3) business days of payment, unless an unforeseen event causes a delay in shipment.

## Product Replacement

To report damaged or missing product(s) from your order, please email [CustomerCare@yorcorp.com](mailto:CustomerCare@yorcorp.com). You will be provided a Damaged/Missing Product Form and will be required to fill out the form in its entirety. No incomplete forms will be processed. YOR Reserves the right to refuse replacement of damaged or missing products at its discretion. Please note the following information will be required on the Damaged/Missing Product Form: A copy of the packing slip Total weight of the package Box Dimensions

## Product and Income Claims

The Independent Representative must not make any false or fraudulent representations about YOR, its products, services, the compensation plan or earnings potential.

The Independent Representative must not misrepresent YOR products by making any medical, diagnostic, therapeutic, or curative claims regarding YOR products or the use of YOR Products.

The Independent Representative must not make any claims for YOR products which are not supported by facts contained in official YOR literature.

## Unethical Behavior or Activity

YOR will not permit activity that is obviously unethical or unprofessional. Even though the line between aggressive professional marketing efforts and unethical behavior and harassment can be vague, YOR will intercede when such behavior is evident, and reserves the right to use its sole judgment in deciding whether certain Independent Representative activities are inappropriate and, if determined to be so, to act accordingly.

YOR will not, in any way, tolerate the sending of Unsolicited Commercial e-mail, also known as SPAM. Upon notification of attempted spamming by an Independent Representative, YOR will investigate. If YOR's investigation reveals that an Independent Representative has sent unsolicited commercial email, YOR will immediately invoice that Independent Representative for the investigative time at \$100 per hour and subject that Independent Representative to termination. YOR will be the sole arbiter as to what constitutes a violation of this provision. YOR STRICTLY PROHIBITS spamming of any kind and YOR will immediately enforce its ZERO TOLERANCE policy. By signing this agreement you are agreeing to be personally responsible for the \$100 an hour fee if YOR determines you have used unsolicited email (SPAM).

## Independent Representative Advertising

Because Independent Representatives are independent contractors they may promote their business in any legal and ethical manner, and may advertise without YOR approval, provided that they do not use the corporate name, logo, or trademarks.

Any advertisement which utilizes YOR's name, logo, or trademarks must be approved by YOR prior to any advertisement. The ad must also state that the individual placing the ad is an "Independent Representative".

Independent Representatives understand and agree that any and all use of YOR's logo, name, design, or image which they use to promote or develop their business may likewise be used by YOR in their marketing, development, and promotion at no cost to the YOR. This shall include images and photographs of any vehicle or storefront which features a YOR logo or decal.

Independent Representatives are prohibited from answering the phone, or setting up any answering/messaging service in any manner that would give callers reason to believe that they have reached the corporate offices of YOR.

Independent Representatives are prohibited from directly answering any media inquiries regarding YOR and its products. All media inquiries should be referred to YOR's Corporate Office.

## Release of Name(s), Photo(s), Audio & Video Recording(s), and Printed Statement(s)

YOR shall be entitled to the full and unlimited use of any or all names, photographs, likenesses, images, voice recordings, video recordings, or printed statements from any individual Independent Representative or group of Independent Representatives during their association with YOR. Additionally, any images, reproductions or photographs of houses, automobiles, gatherings or events shall also be obtainable and optioned for use by YOR at their sole discretion. No remuneration, payment or permission shall be required of YOR or from the Independent Representatives to use such images, recordings, photos or statements.

## Waiver

YOR never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of YOR who is authorized to bind YOR in contracts or agreements specifies in writing that YOR waives any of these provisions.

## Governing Laws

These rules are reasonably related to the Laws of the State of California and shall be governed in all respects thereby. The parties agree that jurisdiction and venue shall in all cases be the County of Orange in the State of California.

## Invalidity of Any Paragraph

Should any portion of these Policies and Procedures and Terms and Conditions, or any other instruments referred to herein or issued by YOR, be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

## Sanctions and Enforcement Action

Sanctions will not be employed lightly, nor will YOR be arbitrary or unfair in their use. It is important to remember, however, that an Independent Representative who violates these Policies and Procedures jeopardizes the integrity and standing of all Independent Representatives.

YOR reserves the right to revoke the status of Independent Representatives or place violators on probation for a period which may delay their eligibility for advancement in the marketing plan. It is for the benefit of everyone that every Independent Representative abides by the letter and spirit of these Policies and Procedures.

## Proprietary Nature of Downline Reports

YOR may from time to time supply data processing information and reports to YOR Independent Representatives concerning their Distribution Community. The Independent Representative agrees that such information is proprietary and confidential to both YOR and the individual Independent Representative and is transmitted to the Independent Representative in confidence. The Independent Representative agrees that he/she will not disclose such information to any third party directly or indirectly, nor use the information to compete with YOR directly or indirectly. The Independent Representative and YOR agree that, but for this agreement of confidentiality and nondisclosure, YOR would not provide the above confidential information to the Independent Representative.

## Confidentiality

YOR's business relationship with its vendors, manufacturers and suppliers is confidential. An Independent Representative shall not contact, directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturer of YOR except at a YOR sponsored event at which the representative is present at the request of YOR. Violation of this regulation may result in termination and possible claims for damages if the vendor/manufacturer's association is compromised by the Independent Representative's contact.

## Reporting Violations

Independent Representatives are encouraged to report any violations of the Policies and Procedures to the YOR Corporate Office. Any reporting of a violation will be kept confidential between the reporting person and YOR.

## Fraudulent Accounts

Any Independent Representative found to be creating fraudulent accounts without the consent of the person for which the account has been created will have his/her account terminated. Additionally, YOR reserves the right to take legal action against those using fraudulent information or creating fraudulent accounts.

## Active Discouragements

1. All YOR Independent Representatives are actively discouraged from using, copying, disclosing, misappropriating or transmitting any lists which contains names, addresses or telephone numbers of Customers or Independent Representatives of any other multilevel marketing company which lists are or were at any time generated by such other multilevel marketing company.
2. All YOR Independent Representatives are actively discouraged from using in any way any trademark or trade name, or conducting business under any trademark or trade name or registered name of any other multi-level marketing company when offering or selling the products or services of YOR.
3. All YOR Independent Representatives are actively discouraged from using in any way any promotional or sales materials generated by any other multi-level marketing company.

## Amendments

YOR expressly reserves the right to alter or amend prices, product availability and/or formulation, Policies and Procedures, and Terms and Conditions. Such amendments are automatically incorporated as part of the agreement between YOR and the Independent Representative when published in official YOR literature including the YOR Health website.

In the case that any amendments are made to any Company print materials and / or the YOR Health website, the YOR Health website shall be referred to as being the most up to date.

## Notices to YOR

If YOR decides to change YOR's privacy policy, YOR will post those changes to this privacy statement, the homepage, and other places YOR deems appropriate so Customers are always aware of what information is collected, how it is used, and under what circumstances, if any, YOR disclosed it. If, however, YOR is going to use Customers' personally identifiable information in a manner different from that stated at the time of collection YOR will notify Customers by posting a notice on YOR Media for 30 days.

### Contact Information

If Customers have any questions or suggestions regarding YOR's Policies and Procedures, please contact the YOR Corporate Office at:

YOR Health  
2802 Kelvin Ave Ste. 150  
Irvine, CA 92614

Fax: 949.681.6080

CustomerCare@yorcorp.com  
www.yorhealth.com

## Addendum Autoship Promo Pricing

Option 1: Accumulate 400 PPV worth of product orders. Once you've accumulated 400 PPV, all Autoships of qualifying products thereafter, will be at the Promotional Autoship Price.\*

Option 2: Within 28 days of enrollment, Purchase a Product Set valued over 400 Promo PV and is tied to an Autoship on your first order, and IMMEDIATELY get the Promotional Autoship Price on the ENTIRE order. All future Autoships of qualifying products will be at the Promotional Autoship Price.\*

Existing Customers: If you have already accumulated 400 PPV worth of products since your initial purchase, you are eligible to take advantage of the Promotional Autoship Price.

Existing Autoships WILL NOT automatically reflect the new Promotional Autoship Prices. You must reset your Autoship to take advantage of the Promotional Autoship Price.

### Restrictions:

- Must be an SC or Independent Representative to qualify for Autoship and Enrollment Product Set Promo.
- Products must be on Autoship to get the Promotional Autoship Pricing.
- Each customer id/username must accumulate a minimum of 400 PPV to qualify for the Promotional Autoship Pricing.
- The Promotional Discount term is month to month, and may be changed or canceled at the sole decision of YOR Health.
- Does not apply to purchases prior to August 10, 2009

\*For the duration of the promotion only.