

Policies and Procedures

Effective July 01, 2014

SECTION 1 - INTRODUCTION

1.1 - Policies and Compensation Plan Incorporated into Associate Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Yellow Network Corporation (hereafter "BizBiz" or the "Company"), are incorporated into, and form an integral part of, the BizBiz Associate Agreement. Throughout these Policies and Procedures, when the term "Agreement" is used, it collectively refers to the BizBiz Associate Application and Agreement, these Policies and Procedures, the BizBiz Compensation Plan, BizBiz Terms of Service, and BizBiz Terms and Conditions. These documents are incorporated by reference into the BizBiz Associate Agreement (all in their current form and as amended by BizBiz). It is the responsibility of each Associate to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When sponsoring or enrolling a new Associate, it is the responsibility of the sponsoring Associate to ensure that the applicant is provided with, or has online access to, the most current version of these Policies and Procedures, the BizBiz Compensation Plan, BizBiz Terms of Service, and BizBiz Terms and Conditions prior to his or her execution of the Associate Agreement.

1.2 - Purpose of Policies

BizBiz is a direct sales company that markets its Products through Independent Associates. It is important to understand that your success and the success of your fellow Associates depends on the integrity of the men and women who market our Products and Services. To clearly define the relationship that exists between Associates and BizBiz, and to explicitly set a standard for acceptable business conduct, BizBiz has established the Agreement.

BizBiz Associates are required to comply with all of the Terms and Conditions set forth in the Agreement which BizBiz may amend at its sole discretion from time to time, as well as all international, federal, state, and local laws governing their BizBiz business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this manual carefully. It explains and governs the relationship between you, as an Independent Contractor and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from anyone in your upline or BizBiz.

1.3 - Changes to the Agreement

Because international, federal, state, and local laws, as well as the business environment, periodically change, BizBiz reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By accepting the terms of the Associate Agreement, an Associate agrees to abide by all amendments or modifications that BizBiz elects to make. Amendments shall be effective upon notice to all Associates that the Agreement has been modified. Notification of amendments shall be published in official BizBiz materials. The Company shall provide or make available to all Associates a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official web site; (2) electronic mail (e-mail) (3) inclusion in Company periodicals; (4) inclusion in Product orders or Bonus payments; or (5) special mailings. The continuation of an

Associate's BizBiz business or an Associate's acceptance of Bonuses or Commissions constitutes acceptance of any and all amendments.

1.4 - Delays

BizBiz shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, or government decrees or orders.

1.5 - Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of BizBiz to exercise any right or power under the Agreement or to insist upon strict compliance by an Associate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of BizBiz's right to demand exact compliance with the Agreement. Waiver by BizBiz can be effectuated only in writing by an authorized officer of the Company. BizBiz's waiver of any particular breach by an Associate shall not affect or impair BizBiz's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Associate. Nor shall any delay or omission by BizBiz to exercise any right arising from a breach affect or impair BizBiz's rights as to that or any subsequent breach.

The existence of any claim or cause of action of an Associate against BizBiz shall not constitute a defense to BizBiz's enforcement of any term or provision of the Agreement.

SECTION 2 - BECOMING AN ASSOCIATE

2.1 - Requirements to Become An Associate

To become a BizBiz Associate, each applicant must:

- Be of the age of majority in his or her country of residence;
- Have a valid Government's Identification Card
- Pay a non-refundable \$145 USD Independent Associate Cost.
- Submit a properly completed Associate Application and Agreement to BizBiz.

2.2 - Product Purchases

Associates are not required to purchase BizBiz Products or Services to participate in the Compensation Plan. There is a \$145 USD Independent Associate Cost. This allows Associates to share BizBiz Products and Opportunity, plus participate in the Compensation Plan. Includes real-time Back Office, real-time Tracking, Marketing Websites and more. This package must be renewed annually to continue in the compensation plan.

2.3 - Associate Benefits

Once an Associate Application and Agreement has been accepted by BizBiz, the benefits of the Compensation Plan and the Associate Agreement are available to the new Associate. These benefits include the right to:

- Sell BizBiz Products and Services;
- Participate in the BizBiz Compensation Plan (receive Bonuses and Commissions, if eligible);
- Sponsor other individuals as Customers or Associates into the BizBiz business and thereby, build a marketing organization and progress through the BizBiz Compensation Plan;
- Receive periodic BizBiz literature and other BizBiz communications;
- Participate in BizBiz-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by BizBiz for its Associates.

2.4 - Term and Renewal of Your BizBiz Business

The term of the Associate Agreement is one year from the date of its acceptance by BizBiz. Reoccurring monthly fees apply in all countries and are defined herein.

2.5 - Recurring Monthly Fees or Pre-Paid/Paid-in-Full Payment Option for your BizBiz Business

All Associates, who purchase a Product, and Customers in all countries pay a basic monthly Product subscription fee of \$35 USD for the Package.

SECTION 3 - OPERATING A BIZBIZ BUSINESS

3.1 - Adherence to the BizBiz Compensation Plan

Associates must adhere to the terms of the BizBiz Compensation Plan as set forth in official BizBiz literature. Associates shall not offer the BizBiz Opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official BizBiz literature. Associates shall not require or encourage other current or prospective Customers or Associates to participate in BizBiz in any manner that varies from the program as set forth in official BizBiz literature. Associates shall not require or encourage other current or prospective Customers or Associates to execute any agreement or contract other than official BizBiz agreements and contracts in order to become a BizBiz Associate. Similarly, Associates shall not require or encourage other current or prospective Customers or Associates to make any purchase from, or payment to, any individual or other entity to participate in the BizBiz Compensation Plan other than those purchases or payments identified as recommended or required in official BizBiz literature.

3.2 - Advertising

3.2.1 - General

All Associates shall safeguard and promote the good reputation of BizBiz and its Products. The marketing and promotion of BizBiz, the BizBiz Opportunity, the Compensation Plan, and BizBiz Products and Services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the Products and Services, and the tremendous Opportunity BizBiz offers, Associates may only use the sales aids and support materials produced by BizBiz or materials that have received prior written approval from BizBiz's compliance department.

BizBiz Associates may not sell sales aids to other BizBiz Associates. Therefore, Associates who receive authorization from BizBiz to produce their own sales aids may make the sales aids available to other Associates free of charge, but may not sell such sales aids to any other BizBiz Associate.

3.2.2 - Associate Web Sites

If an Associate desires to utilize an Internet web page to promote his or her business, he or she may do so only through an official BizBiz replicated website.

3.2.3 - Domain Names

Associates may not use or attempt to register any of BizBiz's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name.

3.2.4 - Trademarks and Copyrights

BizBiz will not allow the use of its trade names, trademarks, designs, or symbols by any person, including BizBiz

Associates, without its prior, written permission. Associates may not produce for sale or distribution any recorded Company events and speeches without written permission from BizBiz nor may Associates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

3.2.5 - Media and Media Inquiries

Associates must not attempt to respond to media inquiries regarding BizBiz, its Products or Services, or their independent BizBiz business. All inquiries by any type of media must be immediately referred to BizBiz's Marketing Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

3.2.6 - Unsolicited Email

BizBiz does not permit Associates to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act.

BizBiz.mobistrictly prohibits any form of spamming (Spam) or massive unsolicited email linking to the functioning of the BizBiz , its products or services or with the intent to acquire referrals; in accordance with the BizBiz Policiesand to protect the right of others. BizBiz shall have zero tolerance for Associates who disregard this prohibition. Spamming (Spam) consists of sending unsolicited email messages to any recipient with whom you do not have a personal or professional relationship. Independent Associates are not authorized to send emails unless such emails comply with all the applicable and existing legislations and regulations, in every place where the emails are produced; such legislations include but are not limited to, the federal CAN SPAM Act.

3.2.7 - MediaAdvertising. The BizBiz is the only one entitled to either advertise in the media or use its corporative image. Any program or form of diffusion the Independent Associated may want to use must be expressly authorized in a written manner. Such authorization requires a prior analysis of the proposal and may either be granted or denied. Under no circumstances,shall The BizBiz promote the opportunity of its business, products and services as employment agency and therefore, prohibits its Associates to make such display. Independent Associates have direct and personal responsibility toward third parties for any contravening conduct.

3.2.8 - The BizBiz 's direct sale programs, products and servicesdo not require governmental approval or authorization, either of employees or organizations. Therefore, Independent Associates may not declare that such programs, products or services have special approval, authorization, or any type of governmental verification, to benefit before a customer or third party.

3.2.9 - Trademarks and Copyrights; BizBiz will not allow the use of its trade names, trademarks, designs, or symbols by any person, including BizBiz Associates, without its prior, written permission. Associates may not produce for sale or distribution any recorded BizBiz events and speeches without written permission from BizBiz or may Associates reproduce for sale or for personal use any recording of BizBiz -produced audio or video tape presentations.

3.3 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Associate Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Associate or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Associates or Customers ("phantoms"); (d) Purchasing BizBiz services on behalf of another Associate or Customer, or under another Associate's or Customer's I.D. number, to qualify for Commissions or Bonuses; (e) purchasing excessive amounts of services that cannot reasonably be used (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, Commissions or Bonuses that is not driven by bona fide Product or Service purchases by end-user consumers.

3.4 - Unauthorized Claims and Actions

3.4.1 - Indemnification

An Associate is fully responsible for all of his or her verbal and written statements made regarding BizBiz Products, Services, and the Compensation Plan which are not expressly contained in official BizBiz materials. Associates agree to indemnify BizBiz and BizBiz's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by BizBiz as a result of the Associate's unauthorized representations or actions. This provision shall survive the termination of the Associate Agreement.

3.4.2 - Income Claims

In their enthusiasm to enroll prospective Associates, some Associates are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Associates may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At BizBiz, we firmly believe that the BizBiz income potential is great enough to be highly attractive, without reporting the earnings of others.

Moreover, the Federal Trade Commission and several countries and states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Associates may believe it beneficial to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact BizBiz as well as the Associate making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because BizBiz Associates do not have the data necessary to comply with the legal requirements for making income claims, an Associate, when presenting or discussing the BizBiz Opportunity or Compensation Plan to a prospective Associate, may not make income projections, income claims, or disclose his or her BizBiz income (including the showing of bank statements, or tax records).

3.5 - Trade Shows, Expositions and Other Sales Forums

Associates may display and/or sell BizBiz Products or Services at trade shows and professional expositions. Before submitting a deposit to the event promoter, Associates must contact the Associate Services department in writing

for conditional approval, as BizBiz's policy is to authorize only one BizBiz business per event. Final approval will be granted to the first Associate who submits an official advertisement of the event, a copy of the contract signed by both the Associate and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Marketing Department. BizBiz further reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its Products, Services, or the BizBiz Opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image BizBiz wishes to portray.

3.6 - Conflicts of Interest

3.6.1 - Non-solicitation

BizBiz Associates are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, during the term of this Agreement, Associates may not directly or indirectly Recruit other BizBiz Associates or Customers for any other network marketing business. Following the cancellation of an Associate's Independent Associate Agreement, and for a period of six calendar months thereafter, with the exception of an Associate who is personally sponsored by the former Associate, a former Associate may not Recruit any BizBiz Associate or Customer for another network marketing business. Associates and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Associates and BizBiz agree that this non-solicitation provision shall apply to all markets in which BizBiz conducts business.

3.6.2 - Sale of Competing Goods or Services

Associates must not sell, or attempt to sell, any competing non-BizBiz programs, Products or Services to BizBiz Customers or Associates. Any program, Product or Service in the same generic categories as BizBiz Products or Services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

3.6.3 - Associate Participation in Other Direct Selling Programs

If an Associate is engaged in other non-BizBiz direct selling programs, it is the responsibility of the Associate to ensure that his or her BizBiz business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- Associates shall not display BizBiz promotional material, sales aids, Products or Services with or in the same location as, any non-BizBiz promotional material or sales aids, Products or Services.
- Associates shall not offer the BizBiz Opportunity, Products or Services to prospective or existing Customers or Associates in conjunction with any non-BizBiz program, Opportunity, Product or Service.
- Associates may not offer any non-BizBiz opportunity, Products, Services or Opportunity at any BizBiz-related meeting, seminar or convention, or within two hours and a five mile radius of the BizBiz event. If the BizBiz

meeting is held telephonically or on the internet, any non-BizBiz meeting must be at least two hours before or after the BizBiz meeting, and on a different conference telephone number or internet web address from the BizBiz meeting.

3.6.4 - Downline Activity (Genealogy) Reports

Downline Activity Reports are available for Associate access in their official SmartOffice. Associate access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to BizBiz. Downline Activity Reports are provided to Associates in strictest confidence and are made available to Associates for the sole purpose of assisting Associates in working with their respective Downline Organizations in the development of their BizBiz business. Associates should use their Downline Activity Reports to assist, motivate, and train their downline Associates. The Associate and BizBiz agree that, but for this agreement of confidentiality and nondisclosure, BizBiz would not provide Downline Activity Reports to the Associate. An Associate shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
- Use the information to compete with BizBiz or for any purpose other than promoting his or her BizBiz business;
- Recruit or solicit any Associate or Customer of BizBiz listed on any report, or in any manner attempt to influence or induce any Associate or Preferred Customer of BizBiz, to alter their business relationship with BizBiz; or
- Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report.

Upon demand by the Company, any current or former Associate will return the original and all copies of Downline Activity Reports to the Company.

3.7 - Targeting Other Direct Sellers

BizBiz does not condone Associates specifically or consciously targeting the sales force of another direct sales company to sell BizBiz Products or to become Associates for BizBiz, nor does BizBiz condone Associates solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Associates engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Associate alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, BizBiz will not pay any of Associate's defense costs or legal fees, nor will BizBiz indemnify the Associate for any judgment, award, or settlement.

3.8 - Cross-Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. "Cross sponsoring" is defined as the enrollment of an individual who or entity that already has a current Customer or Associate Agreement on file with BizBiz, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use

of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Associates shall not demean, discredit or defame other BizBiz Associates in an attempt to entice another Associate to become part of the first Associate's marketing organization. This policy shall not prohibit the transfer of a BizBiz business in accordance with Section 3.4.

If Cross Sponsoring is discovered, it must be brought to the Company's attention immediately. BizBiz may take disciplinary action against the Associate that changed organizations and/or those Associates who encouraged or participated in the Cross Sponsoring. BizBiz may also move all or part of the offending Associate's downline to his or her original downline organization if the Company deems it equitable and feasible to do so. However, BizBiz is under no obligation to move the Cross Sponsored Associate's downline organization, and the ultimate disposition of the organization remains within the sole discretion of BizBiz. Associates waive all claims and causes of action against BizBiz arising from or relating to the disposition of the Cross Sponsored Associate's downline organization.

3.9 - Errors or Questions

If an Associate has questions about or believes any errors have been made regarding Commissions, Bonuses, Downline Activity Reports, or charges, the Associate must notify BizBiz in writing within 24 hrs of the date of the purported error or incident in question. BizBiz will not be responsible for any errors, omissions or problems not reported to the Company.

3.10 - Governmental Approval or Endorsement

Neither international, federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Associates shall not represent or imply that BizBiz or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

3.11 - Identification

All Associates are required to provide a Government's ID Number to BizBiz on the Associate Application and Agreement. Associates in India must also provide a PAN Identification Number. Upon enrollment, BizBiz will provide a unique Associate Identification Number to the Associate by which he or she will be identified. This number will be used to place orders, and track Commissions and Bonuses.

3.12 - Income Taxes

Each Associate is responsible for paying local, state, and federal taxes on any income generated as an Independent Associate.

3.13 - Independent Contractor Status

Associates are Independent Contractors, and are not purchasers of a franchise or a business opportunity. The agreement between BizBiz and its Associates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Associate. Associates shall not be treated as an

employee for his or her services or for Federal or State tax purposes. All Associates are responsible for paying local, state, and federal taxes due from all compensation earned as an Associate of the Company. The Associate has no authority (expressed or implied), to bind the Company to any obligation. Each Associate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Associate Agreement, these Policies and Procedures, and applicable laws.

The name of BizBiz and other names as may be adopted by BizBiz are proprietary trade names, trademarks and service marks of Yellow network Corporation. As such, these marks are of great value to BizBiz and are supplied to Associates for their use only in an expressly authorized manner. Use of BizBiz name on any item not produced by the Company is prohibited except as follows:

Associate's Name

Independent BizBiz Associate

All Associates may list themselves as an "Independent BizBiz Associate" in the white or yellow pages of the telephone directory under their own name. No Associate may place telephone directory display ads using BizBiz's name or logo. Associates may not answer the telephone by saying "BizBiz", "BizBiz Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of BizBiz.

3.14 - Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy.

3.15 - Adherence to Laws and Ordinances

Associates shall comply with all international, federal, state, and local laws and regulations in the conduct of their businesses. Many cities, counties and countries have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Associates because of the nature of their business. However, Associates must obey those laws that do apply to them. If a city or county official tells an Associate that an ordinance applies to him or her, the Associate shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of BizBiz. In most cases there are exceptions to the ordinance that may apply to BizBiz Associates.

3.16 - Minors

A person who is recognized as a minor in his/her country of residence may not be a BizBiz Associate. Associates shall not enroll or recruit minors into the BizBiz program.

3.17 - Actions of Household Members or Affiliated Individuals

If any member of an Associate's immediate household engages in any activity which, if performed by the Associate, would violate any provision of the Agreement, such activity will be deemed a violation by the Associate and BizBiz may take disciplinary action pursuant to the Statement of Policies and Procedures against the Associate. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and BizBiz may take disciplinary action against the entity.

3.18 - Sale, Transfer or Assignment of BizBiz Business

Although a BizBiz business is a privately owned, independently operated business, the sale, transfer or assignment of a BizBiz business is subject to certain limitations. If an Associate wishes to sell his or her BizBiz business, the following criteria must be met:

- Protection of the existing line of sponsorship must always be maintained so that the BizBiz business continues to be operated in that line of sponsorship.
- The buyer or transferee must become a qualified BizBiz Associate. If the buyer is an active BizBiz Associate, he or she must first terminate his or her BizBiz business and wait six calendar months before acquiring any interest in the new BizBiz business.
- Before the sale, transfer or assignment can be finalized and approved by BizBiz, any debt obligations the selling Associate has with BizBiz must be satisfied.
- The selling Associate must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a BizBiz business.

Prior to selling a BizBiz business, the selling Associate must notify BizBiz's Marketing Department of his or her intent to sell the BizBiz business. No changes in line of sponsorship can result from the sale or transfer of a BizBiz business. An Associate may not sell, transfer or assign individual business centers; if a business is sold, transferred or assigned, all business centers must be included in the transaction.

3.19 - Separation of a BizBiz Business

BizBiz Associates sometimes operate their BizBiz businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Associates and the Company in a timely fashion, BizBiz will involuntarily terminate the Associate Agreement.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

3.19.1 - One of the parties may, with consent of the other(s), operate the BizBiz business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize BizBiz to deal

directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.

3.19.2 - The parties may continue to operate the BizBiz business jointly on a “business-as-usual” basis, whereupon all compensation paid by BizBiz will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will BizBiz split Commissions between divorcing spouses or members of dissolving entities. BizBiz will recognize only one Downline Organization and will issue only one Commission per BizBiz business per Commission Cycle. Commissions shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of Commissions and Ownership of the business in a timely fashion as determined by the Company, the Associate Agreement shall be involuntarily canceled.

If a former spouse has completely relinquished all rights in the original BizBiz business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an Associate. In either case, however, the former spouse or business affiliate shall have no rights to any Associates in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Associate.

3.20 - Sponsoring

All active Associates in good standing have the right to sponsor and enroll others into BizBiz. Each prospective Customer or Associate has the ultimate right to choose his or her own Sponsor. If two Associates claim to be the Sponsor of the same new Associate or Customer, the Company shall regard the first application received by the Company as controlling.

3.21 - Succession

Upon the death or incapacitation of an Associate, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Associate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a BizBiz business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all Bonuses and Commissions of the deceased Associate’s marketing organization provided the following qualifications are met. The successor(s)/nominee must:

- Execute an Associate Agreement;
- Comply with terms and provisions of the Agreement; and
- Meet all of the qualifications for the deceased Associate’s status.
- Bonus and Commission of a BizBiz business transferred pursuant to this section will be paid in a single

transaction jointly to the devisees. The devisees must provide BizBiz with an “address of record” to which all Bonus and Commissions will be sent;

- If the business is bequeathed to joint devisees, they must form a business entity and acquire any required Business Identification number. BizBiz will issue all Bonus and Commissions to the business entity.

3.21.1 - Transfer Upon Death of an Associate

To effect a testamentary transfer of a BizBiz business, the successor/nominee must provide the following to BizBiz: (1) an original death certificate; (2) a notarized copy of the will or other instrument establishing the successor/nominee’s right to the BizBiz business; and (3) a completed and executed Associate Agreement, or the successor/nominee must have been noted to the company in the application process and proper matching identification must be provided.

3.21.2 - Transfer Upon Incapacitation of an Associate

To effectuate a transfer of a BizBiz business because of incapacity, the successor/nominee must provide the following to BizBiz: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee’s right to administer the BizBiz business; and (3) a completed Associate Agreement executed by the trustee.

SECTION 4 - RESPONSIBILITIES OF ASSOCIATES

4.1 - Change of Address, Telephone, and E-Mail Address

To ensure timely delivery of any correspondence support materials, and Commissions, it is critically important that the BizBiz’s files are current. You can make the change login into your Smartoffice, personal information.

4.2 - Continuing Development Obligations

4.2.1 - Ongoing Training

Any Associate who sponsors another Associate into BizBiz must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her BizBiz business. Associates must have ongoing contact and communication with the Associates in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Associates to BizBiz meetings, training sessions, and other functions. Upline Associates are also responsible to motivate and train new Associates in BizBiz product knowledge, effective sales techniques, the BizBiz Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline Associates must not, however, violate Section 3.2 (regarding the development of Associate-produced sales aids and promotional materials).

Associates must monitor the Associates in their Downline Organizations to ensure that downline Associates do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request,

every Associate should be able to provide documented evidence to BizBiz of his or her ongoing fulfillment of the responsibilities of a Sponsor.

4.2.2 - Increased Training Responsibilities

As Associates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the BizBiz program. They will be called upon to share this knowledge with lesser experienced Associates within their organization.

4.2.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, Associates have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

4.3 - Nondisparagement

BizBiz wants to provide its Independent Associates with the best Products, Compensation Plan, and Service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to Support@bizbiz.mobi. Remember, to best serve you, we must hear from you! While BizBiz welcomes constructive input, negative comments and remarks made in the field by Associates about the Company, its Products, or Compensation Plan serve no purpose other than to sour the enthusiasm of other BizBiz Associates. For this reason, and to set the proper example for their downline, Associates must not disparage, demean, or make negative remarks about BizBiz, other BizBiz Associates, BizBiz's Products/Services and the Compensation Plan.

4.4 - Providing Documentation to Applicants

Associates must provide the most current version of the BizBiz Statement of Policies and Procedures, BizBiz Terms and Conditions, BizBiz Compensation Plan and BizBiz Terms of Service to individuals whom they are sponsoring to become Associates before the applicant signs an Associate Agreement. Additional copies of Policies and Procedures can be downloaded from BizBiz's website.

4.5 - Reporting Policy Violations

Associates observing a Policy violation by another Associate should submit a written report of the violation directly to the attention of the BizBiz Compliance Department, at support@bizbiz.mobi. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

SECTION 5 - SALES REQUIREMENTS

5.1 - Product/Service Sales

The BizBiz Compensation Plan is based on the sale of BizBiz Products and Services to end consumers. Associates must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for Bonuses, Commissions and advancement to higher levels of achievement. The following sales requirements must be satisfied for Associates to be eligible for Commissions:

5.1.1 - Associates must satisfy the Personal Sales Volume requirements to fulfill the requirements associated with their rank as specified in the BizBiz Compensation Plan. "Personal Sales Volume" includes purchases made by the Associate and purchases made by the Associate's personal customers.

5.2 - No Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

SECTION 6 - BONUSES AND COMMISSIONS

6.1 - Bonus and Commission Qualifications

An Associate must be active and in compliance with the Agreement to qualify for Bonuses and Commissions. So long as an Associate complies with the terms of the Agreement, BizBiz shall pay Commissions to such Associate in accordance with the Compensation Plan.

6.2 - Adjustment to Bonuses and Commissions

6.2.1 - Adjustments for Cancelled Services

When BizBiz issues a refund for cancelled Services, the Bonuses and Commissions attributable to the refunded services will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the Commission is recovered, from the Associates who received Bonuses and Commissions on the sales of the refunded services.

6.3 - Reports

All information provided by BizBiz in downline activity reports, including but not limited to personal sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card payments; returned products; credit card and charge-backs; the information is not guaranteed by BizBiz or any persons creating or transmitting the information.

ALL PERSONAL SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BIZBIZ AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY DISTRIBUTOR OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF BIZBIZ OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, BIZBIZ OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of BizBiz's reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to BizBiz' reporting services and your reliance upon the information.

SECTION 7 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

7.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Associate that, in the sole discretion of the Company may damage its reputation or goodwill, may result, at BizBiz's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Associate to take immediate corrective measures;
- Imposition of a fine, which may be withheld from Bonuses and Commissions;
- Loss of rights to one or more Bonus or Commission payments;
- BizBiz may withhold from an Associate all or part of the Associate's Bonuses and Commissions during the period that BizBiz is investigating any conduct allegedly in violation of the Agreement. If an Associate's business is canceled for disciplinary reasons, the Associate will not be entitled to recover any Commissions withheld during the investigation period;
- Suspension of the individual's Associate Agreement for one or more pay periods;
- Involuntary termination of the offender's Associate Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which BizBiz deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Associate's policy violation or contractual breach;
- In situations deemed appropriate by BizBiz, the Company may institute legal proceedings for monetary and/or equitable relief.

7.2 - Grievances and Complaints

When an Associate has a grievance or complaint with another Associate regarding any practice or conduct in relationship to their respective BizBiz businesses, the complaining Associate should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Associate Services Department at the Company. The Associate Services Department will review the facts and attempt to resolve it.

SECTION 8 - INACTIVITY, RECLASSIFICATION, AND CANCELLATION

8.1 - Effect of Cancellation

So long as an Associate remains active, qualified and complies with the terms of the Associate Agreement and these Policies and Procedures, BizBiz shall pay Commissions to such Associate in accordance with the Compensation Plan. An Associate's Bonuses and Commissions constitute the entire consideration for the Associate's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an Associate's non-renewal of his or her Associate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Associate Agreement (all of these methods are collectively referred to as "cancellation"), the former Associate shall have no right, title, claim or interest to the marketing organization which he or she operated, or any Commission or Bonus from the sales generated by the organization. An Associate whose business is cancelled will lose all rights as an Associate. This includes the right to sell BizBiz Products and Services and the right to receive future Commissions, Bonuses, or other income resulting from the sales and other activities of the Associate's former downline sales organization. In the event of cancellation, Associates agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any Bonuses, Commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following an Associate's cancellation of his or her Associate Agreement, the former Associate shall not hold himself or herself out as a BizBiz Associate and shall not have the right to sell BizBiz Products or Services. An Associate whose Associate Agreement is canceled shall receive Commissions and Bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

8.2 - Cancellation For Inactivity

If an Associate does not earn a Commission or Bonus for one year, his or her Associate Agreement will be cancelled for inactivity.

8.3 - Involuntary Cancellation

An Associate's violation of any of the terms of the Agreement, including any amendments that may be made by BizBiz in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the involuntary

cancellation of his or her Associate Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier, to the Associate's last known address (or fax number), or to his/her attorney, or when the Associate receives actual notice of cancellation, whichever occurs first.

8.4 - Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company via mail to admin@bizbiz.mobi The written notice must include the Associate's signature, printed name, address, and Associate I.D. Number. If an Associate is also subscriber to BizBiz's services, the Associate's service agreement shall continue in force unless the Associate also specifically requests that the service agreement also be canceled.

8.5 - Non-renewal

An Associate may voluntarily cancel his or her Associate Agreement. BizBiz may also elect not to renew an Associate's Agreement upon its anniversary date.

8.6 - Customer Status Following Cancellation

If an Associate is also a BizBiz service subscriber, and his or her Associate Agreement is cancelled for any reason, but he or she continues to purchase BizBiz services, the former Associate will be classified as a retail customer.

SECTION 9 - DEFINITIONS

Active Associate - An Associate who has pays the annual renewal.

Agreement - The contract between the Company and each Associate includes the Associate Application and Agreement, the BizBiz Statement of Policies and Procedures, BizBiz Terms and Conditions, BizBiz Compensation Plan and BizBiz Terms of Service, all in their current form and as amended by BizBiz in its sole discretion. These documents are collectively referred to as the "Agreement."

Cancel - The termination of an Associate's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

Genealogy Report - A report generated by BizBiz that provides critical data relating to the Associates, sales information, and enrollment activity of the Associate's Marketing Organization. This report contains confidential and trade secret information which is proprietary to BizBiz.

Sponsor - An Associate who enrolls a Customer or another Associate into the Company, and is listed as the Sponsor on the Associate Application and Agreement. The act of enrolling others and training them to become Associates is called "sponsoring."