



NHTGlobal

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INTRODUCTION: From this point forward NHTC Wellness Products Malaysia Sdn. Bhd will be referred to as “NHT Global” while NHT Global independent distributors will be referred to as “distributors”. These Policies and Procedures govern the way in which distributors conduct business with NHT Global. These Policies and Procedures and the Compensation Plan (collectively referred to herein as the “Agreement”), such as may exist or hereafter be amended constitutes the complete and binding agreement and understanding between an independent NHT Global distributor and NHT Global. Failure to comply with the provisions of any of these documents may result in the termination of the Agreement. Should any portion of the Agreement, or any instrument published by NHT Global be declared invalid in a court of jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

- I will be honest and fair in my dealings as a distributor of NHT Global.
- I will perform my business in a manner that will enhance my reputation and the positive reputation established by NHT Global.
- I will be courteous and respectful of every person I contact in the course of my NHT Global independent distributor activities.
- I will fulfil my leadership responsibilities as a sponsor including training, supporting and communicating with the distributors in my organization.
- I will not misrepresent NHT Global products or the Compensation Program.
- I will not sponsor or attempt to sponsor any NHT Global distributor directly or indirectly into any other network marketing program or engage in deceptive or illegal practices.
- I will remember that even my personal experience and the benefits received from NHT Global products, services or programs, may be interpreted as unauthorized “extension of labeling claims”.
- I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as a distributor and will discharge all debts and duties as required of a distributor.
- I understand that I may have only one distributor position in the worldwide platform regardless of the market.

II. INDEPENDENT DISTRIBUTOR

INDEPENDENT CONTRACTOR STATUS. The distributor will not be treated as an employee for all tax purposes.

All distributors are independent contractors engaged in their own separate business pursuits. Distributors are not to be considered purchasers of a franchise, nor does the Agreement between NHT Global and its distributors create an employer/employee relationship, agency, partnership or joint venture. Distributors are strictly prohibited from stating or implying, whether orally or in writing that their relationship is any other than as outlined above. Each distributor shall hold harmless NHT Global from any claims, damages or liabilities arising out of the distributor's business practices. Distributors have no authority to bind NHT Global to any obligation. Each distributor is encouraged to set up his/her own hours and to determine his/her own methods of sales, as long as he/she complies with the terms of the Agreement.

BUSINESS CONDUCT. Distributors will perform all of their business activities in a professional and ethical manner, which will enhance the distributor's reputation and the positive reputation of NHT Global. Distributors will not engage in any conduct that would negatively reflect upon NHT Global or any other distributor's image. Distributors will be courteous and respectful of every person contacted including employees and executives of the corporate office of NHT Global, and will conduct their distributor business in a way as to respect the products and professionalism of NHT Global and its other distributors. A distributor will under no circumstances disparage or infringe upon the NHT Global name or reputation in connection with the marketing of NHT Global products or misappropriate any confidential or proprietary information or trade secrets (including distributor names and address lists) for use by the distributor personally or others.

PRODUCT LIABILITY. NHT Global attempts to obtain product liability insurance on all of its products. However, NHT Global maintains that it is prudent and recommended that all distributors carry appropriate business liability insurance for their own personal business practices.

NO PROTECTION FOR IMPROPER USE. An example of liability for improper use is a violation of the health claims restrictions or usage recommendations. NHT Global covers only those uses and purposes specifically set forth on the container or in NHT Global literature. A distributor who attempts to change or modify the label or packaging, who misrepresents the product or who makes claims other than those set forth in NHT Global literature is depriving himself or herself of the protection afforded by any insurance obtained by NHT Global.

NO PURCHASE REQUIRED. No distributor is required to purchase any NHT Global products, services or programs.

DISTRIBUTOR ENROLLMENT. NHT Global provides the following fulfillment to its distributors a personalized marketing website that includes web hosting; a back office that enables the distributor to manage his/her business; the capability to view online tools and download marketing material; the capability to review the calculations and payment of commissions , and the capability to access past record of personal purchases.

Distributors who purchase products with a value of 90BV or above will be granted unlimited access to their back office for one (1) year.

DISTRIBUTOR RIGHTS. All distributors are authorized to sell NHT Global products and to participate in the NHT Global Compensation Plan. All NHT Global distributors may sponsor new distributors in countries officially opened by the Company.

LEGAL AGE. Distributors must be of legal age in their country or state of residence to operate as a NHT Global distributor.

MARRIED COUPLES. Each participant or legal entity is limited to one distributorship regardless of the country in which the distributorship is established. Spouses may each have their own distributorship with NHT Global. Spouses must be in the same line of sponsorship and a spouse may not be associated directly or indirectly with distributor positions in other downline organizations worldwide. The action of one spouse will be attributed to both spouses.

CORPORATIONS, PARTNERSHIPS AND TRUSTS. Corporations, limited liability companies, partnerships and/or trusts may become distributors ONLY when notarized copies of the incorporation, articles of incorporation, articles of organization, partnership agreement or trust document or other charter or organic documents as filed with the state or organization (when applicable) are submitted to the local office.

To ensure compliance with the Distributor Agreement, distributors must disclose a complete list of all directors, officers and shareholders involved in the corporation. That document is to be faxed or emailed to the Support Department of NHT Global. Limited liability companies must disclose a complete list of all members, officers and managers. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee(s) and beneficiary/beneficiaries. Proof of incorporation by the local authority. If any shareholder, partner, member or manager or a distributor is itself an entity, then the information required above for the distributor shall also be required for such shareholder, partner, member or manager.

Shareholders, members, partners, beneficiaries and trustees, directors and officers as applicable, agree to remain personally liable to NHT Global and bound by the Policies and Procedures. A completed "Operating Under a Business Name" or DBA (Doing Business As) form must be on file with NHT Global. In any distributor position involving the efforts of more than one individual, whether a corporation, partnership or trust, the actions of one participant shall reflect on the distributorship as a whole. If one member is found to have violated the terms and conditions of the Policies and Procedures of NHT Global then the distributorship as a whole will be considered to be in violation.

FICTITIOUS AND/OR ASSUMED NAMES. A person or entity may not apply for a distributorship worldwide using a fictitious or assumed name or use the identity of another person or entity that will not be associated with the distributorship.

TAX IDENTIFICATION NUMBER. All Malaysia, distributors are required by law to obtain an Identification Number and have it on file with NHT Global. NHT Global will use this number for all government reporting purposes.

TAXATION. Distributors will be treated as independent contractors for Malaysia tax purposes. As independent contractors, distributors will not be treated as employees, franchisees, joint venturers, partners or agents with respect to the Malaysia Laws and Regulations.

LEGAL COMPLIANCE. Distributors shall comply with all rules and regulations concerning the operation of his/her business. All distributors are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, NHT Global will issue an IRBM Form for non-employees compensation for distributors as required. Since distributors are not NHT Global employees, NHT Global is not responsible for payment or co-payment of any employee benefits.

DISTRIBUTOR PERSONAL IDENTIFICATION NUMBER. NHT Global will issue a distributor Personal Identification Number (PIN) at the time of enrollment. The distributor PIN must be indicated on all correspondence with NHT Global, including paperwork for sponsoring, ordering products, requesting assistance, etc.

NO EXCLUSIVE TERRITORIES. There are no exclusive territories for recruiting purposes, nor shall any distributor imply or state that he/she has or may grant any exclusive territory rights. There are no geographic limits on sponsoring distributors except in those foreign countries that have not officially been opened by NHT Global.

OTHER SERVICES AND PRODUCTS. Distributors are not restricted from selling the services and products of other companies however direct or indirect promotion of those products and services directly or indirectly to NHT Global distributors worldwide is limited to that a distributor has personally sponsored. A distributor found in violation of this rule risks the loss of buying privileges, possible suspension and/or termination of the Agreement and from participating in the NHT Global Compensation Plan, in addition to other remedies to which NHT Global may be entitled.

CROSSLINE RECRUITING. Recruiting others directly or indirectly whether through written, spoken or implied means from one (1) NHT Global distributor organization worldwide to another is strictly prohibited.

REPRESENTATION OF GOVERNMENT ENDORSEMENTS. Distributors may not represent directly or indirectly that the NHT Global marketing program or products have been approved/reviewed/endorsed or otherwise backed by any government agency.

MEDICAL TREATMENT, APPROVAL AND THERAPY. Distributors understand that they will not say directly or indirectly imply or state through the use of testimonials or otherwise, that any NHT Global product is FDA approved, or discuss or suggest that any diagnosis, evaluation, prognosis, description, treatment, therapy or management or remedy of illness, ailment or disease can or will be improved by consumption or application of the product. Distributors understand that NHT Global products are not offered, intended or considered as medicinal treatment of any disorder or diseases, either mental or physical. Product inquiries should be directed to the local office for assistance.

III. DEFINITIONS

Distributor. A person who has signed up and agreed to abide by the NHT Global Policies and Procedures as amended from time to time. In jurisdictions where retail sales are not permitted, this will be treated as a Member.

A Distributor and/or the Distributor's Position may have one of the following states:

Active: A Distributor or Position that continues to meet the BV requirements to participate in the NHT Global compensation program, and has an active back office. An Active Distributor or Position may purchase products for retail sale (where permitted) or personal consumption and is eligible to receive commissions under the compensation plan. An Active Distributor or Position that allows its back office to expire, but continues to meet the monthly BV requirements, will be considered Non-Active and have the same status of a Retail/Wholesale Buyer (i.e., may purchase product but not earn commissions). An Active Distributor or Position that maintains its back office but fails to meet the monthly BV requirements will be considered dormant.

Non-Active Distributor- An Active Distributor or Position that fails to continue to meet the ongoing minimum maintenance requirements to participate in the compensation program, whether or not the back office is active.

Dormant Distributor- Has not met the ongoing minimum maintenance requirement to participate in the compensation program for 90 (ninety) days or longer. May or may not have an active back office service.

Retail/Wholesale Buyer- May or may not have a back office. Able to purchase products at wholesale level, does not have a website, cannot view genealogy, activation, rank and does not participate in the compensation program, cannot sponsor others into the business. Back office does allow capability to purchase products on autoship.

Suspended Distributor- Cannot represent himself/herself as a distributor. Cannot purchase products, participate in the compensation program, or use back office or website. Commissions earned held in abeyance pending resolution of issue. If distributor is cleared of wrongdoing commissions will be released.

Terminated Distributor- Cannot represent himself/herself as a NHT Global distributor. Cannot purchase, participate in the compensation program. No back office, no website.

IV. SPONSORSHIP & TRAINING AND TERMS OF TERMINATION

SPONSORING. Distributors are entitled to sponsor other distributors in countries as officially opened by NHT Global into the NHT Global program. However, distributors are compensated only for the generation of sales of products, not for sponsoring new distributors (regardless of country) into the program.

SALE/TRANSFER OF DISTRIBUTORSHIP. A distributorship may be sold or transferred to a non-distributor only following a period of six (6) months in the name of the original distributor. Distributors may not attempt to register in any other country to circumvent the appropriate separation period. A completed and notarized Sales/Transfer form

must be submitted through back office. When such transfer/sales is approved and accepted any volume previously accumulated will be removed.

MULTIPLE APPLICATIONS. If a distributor enters multiple applications using multiple sponsors, only the first completed information to be received by NHT Global will be accepted. NHT Global reserves the right, at its sole discretion, to make the final decision with respect to all disputes. Distributors may hold only one position in the worldwide platform regardless of market.

PLACEMENT CHANGES/CORRECTIONS. Placement changes/corrections may be requested within a period of three (3) days from the date of enrollment. Such adjustments require written permission directed to the Support Department submitted through the personal back office of the sponsor as well as the distributor to be moved and in some cases the upline distributor.

SPONSOR CORRECTIONS. Sponsor changes are not permitted. However, sponsor corrections can be made if they are reported to the Support Department within a period of three (3) business days. Sponsor corrections must be requested through the distributor back office of the current (original) sponsor, stating the reason that the correction needs to be made.

ACQUISITION OF BUSINESS. A distributor desiring to acquire an interest in another distributor's business worldwide must first terminate his/her distributor status and wait a period of six (6) months from the date of resignation notice, before becoming eligible for such a purchase regardless of the country he or she wishes to transfer to. As NHT Global is a worldwide seamless platform, should a distributor voluntarily resign in one market and wish to enroll in another market, the appropriate separation period must be met in the market from which they resigned prior to enrollment in any new market without exception. All such transactions must be fully disclosed through the completion of a Sales/Transfer form submitted to the NHT Global Support Department which is subject to approval by the Company.

ADDING CO-APPLICANTS. When adding a co-applicant (either an individual or a business entity) to an existing distributorship, NHT Global requires a written request submitted to the Support Department. The original applicant must remain a party to the distributorship. If the original distributor wants to terminate his/her distributor relationship with NHT Global, he/she must do so in accordance with the NHT Global resignation policy. If that is not followed, the business will be terminated upon withdrawal of the original distributor. All bonus and commission checks will be sent to the address of record on the distributorship. A co-applicant may not under any circumstance be party to another distributor position in any other country. Note that the modification is permitted within the scope of this paragraph and does not include change in sponsorship.

PERSONAL INFORMATION. Personal information such as the distributor back office password, the distributors address, telephone number, etc. will be treated as confidential and will not be shared with any person(s) outside of NHT Global, unless required by law. In the event of an emergency the inquiring party may contact the NHT Global Support Department who will advise the distributor that someone is attempting to contact him/her.

TRAINING REQUIREMENT. Distributors are required to assure the adequate training of the distributors they sponsor into the NHT Global program. “Adequate training” shall include, but not be limited to, education regarding the Policies and Procedures, Compensation Plan, product information, sound business practices, sales strategies, and ethical business behavior. A sponsor must maintain an ongoing, professional leadership association with distributors in his/her organization and must fulfill the obligation of performing a bonafide supervisory, sales or distributive function on the sale or delivery of product and services to the ultimate consumer.

RESIGNATION. Any distributor may voluntarily resign his/her distributor status by neglecting to renew when required (see Inactive Distributor Positions for details) or by sending written notice to the NHT Global Support Department. Resignation is in effect upon receipt of such notice. A distributor who resigns his/her distributorship may not reapply individually or with financial interest in any other distributor entity for a period of six (6) months regardless of the country in which the original distributorship existed from the date of resignation. A former distributor who re-signs following the required time period above cannot reclaim his or her former distributor position or to any past downline organization.

SUSPENSION. NHT Global reserves the right to suspend any distributor position at any time for cause when it is determined that the distributor has violated the provisions of the Agreement, including the provisions of the Policies and Procedures as they might be amended from time to time or the provisions of any applicable laws or standards for fair dealing. Such involuntary suspension shall be made by NHT Global at its discretion. NHT Global will notify the distributor either by postal delivery or email sent to the latest address listed with NHT Global for the distributor. In the event of a suspension a distributor agrees to immediately cease representing himself/herself as a distributor of NHT Global until the matter is resolved.

In the event that a distributor is suspended for wrongdoing for a determined period of time he/she will not be entitled to earn commissions or overrides for the period of the suspension.

TERMINATION. A distributorship may be terminated for violation of any of the terms of the Agreement. Notice of the termination, citing the reason(s) for the action, shall be provided in writing to the distributor and delivered either through postal delivery or email. Termination shall be effective as set forth therein, if a timely appeal is not provided by the distributor in accordance with the appeal procedure set forth below.

APPEAL. A suspended or terminated distributor may appeal the action by submitting a letter to the NHT Global stating the grounds of appeal. (*Note: No telephone calls will be accepted under any circumstances to resolve such matters*). The letter of appeal must be received by NHT Global within ten (10) business days from the date of the notification or as instructed in the communication. If NHT Global has not received the letter of appeal by the deadline date, the suspension or termination shall automatically become a final termination. If a distributor files a timely appeal, NHT Global will, at its sole discretion, review and notify the distributor and the complaining party of its decision. The decision of NHT Global shall be final and not be subject to further review.

If the appeal is denied based upon the documentation and evidence presented against the distributor, the suspension or termination shall remain in effect as of the date of the original notification.

DISTRIBUTOR COMPLAINTS. NHT Global is not obligated to reveal, nor will it without court order reveal the identity of any complaining parties. The Compliance Department will take reasonable measures to ensure that the information it is provided is factual and that action is required. Many times situations that appear as violations of the Policies and Procedures are merely a reflection of a misunderstanding or ambiguity regarding the rules and regulations that govern distributorships.

All communication to the Compliance Department concerning a NHT Global distributor must contain the name and distributor information of the complaining parties, a detailed description of the infraction as well as the names and contact information of collaborating witnesses. Anonymous complaints or complaints that cannot be verified will not be recognized.

SUCCESSION. Notwithstanding any other provisions of this section, upon the death of a distributor, the distributor position shall pass to his/her successor in interest as provided by law. However, NHT Global will not recognize such transfers until the successor in interest has submitted a completed Sales/Transfer form to the NHT Global Support Department together with certified copies of the death certificate and will, trust or other instrument. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other distributor of NHT Global. In addition, the successor-in-interest must be of legal age in his/her country of residence.

DIVORCE OR DISSOLUTION. During the pendency of divorce or entity dissolution, both parties must adopt one of the following methods of operation:

. One of the parties may, with written consent of the other(s), operate the NHT Global business pursuant to an assignment in writing by NHT Global to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.

. The parties may continue to operate the NHT Global business jointly on a business-as-usual basis, whereby all compensation paid by NHT Global will be paid in the joint names of the distributors or in the names of the entity to be divided as the parties may independently agree between themselves.

NHT Global will not split commission and bonus checks or refund reimbursement against a resignation between divorcing spouses or members of dissolving entities. NHT Global will recognize only one (1) downline organization and will issue one (1) commission/bonus check per NHT Global business per commission cycle or one refund check per resignation (if applicable). Commission checks shall always be issued to the same individual or entity. In the event that parties of a divorce or dissolution proceedings are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Agreement shall be involuntarily cancelled.

If a former spouse or entity affiliate has completely relinquished all rights to his/her original NHT Global business he/she will therefore be free to enroll under any sponsor of his/her choosing, so long as he/she meets the waiting period set forth by NHT Global. In such case however, the former spouse or partner shall have no right to any distributor in his/her organization or any former distributor.

CONFIDENTIALITY AGREEMENT. Distributors may gain access to confidential information through the NHT Global website. Specifically, without limiting the foregoing,

the information contained in any genealogical or downline report provided or accessible to a distributor by NHT Global is proprietary and confidential belonging to and owned by NHT Global, and is transmitted or available to the distributor in strict confidence. The distributor agrees that he/she will not disclose any such confidential or proprietary information to any third party directly or indirectly, or use the information to compete with NHT Global. This information is to be used only for the promotion of the NHT Global program. The distributor and NHT Global agree that but for this agreement regarding confidentiality non-disclosure, NHT Global would not provide the information or make it accessible to the distributor. Any distributor who is found or reported to be in violation of this rule, may not only risk loss of buying privileges, possible suspension from participating in the Compensation Plan, and termination of the Agreement but NHT Global may in addition seek injunctive relief and/or any other remedy for damages to the fullest extent that the law allows. It is agreed that this provision shall survive the termination or expiration of the Agreement.

PRODUCT TESTIMONIALS. Any distributor is encouraged to share his/her excitement as the result of product consumption and use. NHT Global reserves the right to use statements and photographs voluntarily submitted to its Support Department from distributors and customers in its promotional material without any financial or other compensation. Upon signing the Agreement, each distributor agrees to release his/her testimony to NHT Global.

Distributors shall not, however, use or permit the use of testimonials that state or imply that any NHT Global product has qualities, characteristics, or properties that are not approved by NHT Global or that are in violation of the Agreement (see, for example, “*Medical Treatment, Approval and Therapy*” under part II above).

NON- SOLICITATION. During the term hereof and for a period of five (5) years after the termination or expiration of the relationship between a distributor and NHT Global, for any reason whatsoever, the distributor shall not on his/her behalf or any other person, partnership, association, corporation or other entity, hire or solicit any employee, other distributor, customer, manufacturer, or supplier of NHT Global or any of its affiliates, or in any manner attempt to influence or induce any employee, other distributor, customer, manufacturer or supplier of NHT Global or any of its affiliates, to alter their employment or business relationship with NHT Global or its affiliates or shall any distributor use or disclose to any person any information of NHT Global obtained while the Agreement was in effect concerning names and address of NHT Global or any of its affiliates, employees or distributors. It is agreed that this provision shall survive the termination or expiration of the Agreement.

NON-COMPETITION. Each distributor agrees not to compete with the protectable business interests of NHT Global by selling or promoting other products or opportunities (except as detailed under ‘*Other Services and Products*’). The distributor acknowledges and recognizes that these restrictions are necessary by NHT Global to protect its valuable interests and agrees that any injunction and/or other remedy is necessary and appropriate for NHT Global to protect such interests.

VENDOR CONFIDENTIALITY. NHT Global business relationships with its vendors, manufacturers, and suppliers are confidential. A distributor shall not contact directly or contact indirectly, speak with, or communicate with any representative or any supplier, manufacturer, or vendor except at a NHT Global sponsored event at which the representative is present at the request of NHT Global. Violation of this regulation may result in the

termination of distributor benefits and possible claims for damages if the vendor/manufacturer/supplier relationship is compromised by the distributor contact.

V. TRADEMARK, LITERATURE AND ADVERTISING.

TRADEMARKS. The name of NHT Global and the name of all of the NHT Global products, services and programs are the trademarks of and owned by NHT Global. Only NHT Global is authorized to produce and market products and literature under these trademarks. This includes but is not limited to slides, overheads, brochures, videos, domain addresses, email addresses, and other training and/or marketing materials and all promotional materials such as but not limited to t-shirts, caps, pins, backpacks, magnetic signs, cups and all other non-NHT Global produced promotional goods*. Use of the NHT Global name on any item not produced or authorized by NHT Global is prohibited, except in the manner described below:

Mary Jones
NHT Global Independent Distributor
OR
NHT Global Independent Contractor

NOTE: No other variation may be used to describe the distributor's association with NHT Global.

**This distinction must also be displayed on distributor promotional material or goods, approved by the Compliance Department.*

YELLOW AND WHITE PAGE LISTINGS. Distributors are not permitted to use the NHT Global trade name in advertising their telephone and fax numbers in the white or yellow pages section of the telephone book or on the Internet telephone directory without identifying themselves as independent distributors or independent contractors.

'TOLL FREE' TELEPHONE NUMBER LISTINGS. NHT Global distributors are not permitted to list their "toll free" telephone numbers under the NHT Global trade name without first submitting a request to the Support Department for approval. If approval is obtained for a 'toll free' listing, it must be listed in the following manner:

John Jones
NHT Global Independent Distributor
OR
John Jones
Independent Contractor

Please note: No other variation may be used to describe the distributor's association with NHT Global.

IMPRINTED CHECKS. NHT Global distributors are not permitted to use the NHT Global trade name or any of its trademarks on their business or personal checking accounts.

IMPRINTED BUSINESS CARDS OR LETTERHEAD. NHT Global independent distributors are not permitted to create their own business cards or letterhead graphics of the

NHT Global name and/or trademarks. Only approved NHT Global versions and wording are permitted, which will be available through one of the vendors NHT Global has elected to designate for these purposes.

COMPANY LITERATURE. Only official NHT Global literature may be used in presenting NHT Global products and/or the NHT Global Compensation Plan. Company literature may not be duplicated or reprinted without prior written permission from NHT Global, which may be obtained through email communication, mail or fax directed to the Compliance Department. Banners, trade show materials, and other related promotional material must be approved in advance and in writing by NHT Global. Items on the corporate website and the replicating distributor website may be downloaded for promotional purposes.

ADVERTISING. Only materials approved by NHT Global may be used in the placement of advertising in any print, radio, television, Internet, electronic or other media. No person shall use the NHT Global name, logos, trademarks or copyrighted material in any advertising not produced by NHT Global or without express written permission from NHT Global. For approval, mail, fax or email a copy of the proposed advertising material to the NHT Global directly. Include a description of the placement (name of publication, month, year, issue, etc). NHT Global will respond through email, mail or fax edits/approvals with an approval code. Approval codes must be visible on the lower right hand side of any approved material. Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the material must be represented for review.

INTERNET AND WEBSITE POLICY. Distributors wishing to advertise on the Internet must fully comply with the Policies and Procedures and any Internet advertising is subject to prior written approval (as stated above) by the NHT Global which, in its sole discretion may disallow any advertising material for any reason, including without limitation, any material published or sought to be published on the Internet. In addition, distributors shall comply with the following:

- Distributor must be active and in good standing with their distributor business in order to obtain authorization for an approved website.
- Distributors who wish to have their own website to promote their NHT Global business must request and receive an approval number, to be displayed on the main page of the website, by email from the NHT Global before publicly displaying the site and/or registering any search engines. No verbal approval will be granted. Prior to submitting website information for approval, it is important that all hyperlinks are working properly. Any and all changes to a distributor's previously approved website must be re-submitted for review and approval. Failure to comply is a violation of the NHT Global Policies and Procedures and may result in the suspension and/or termination of a distributor's position.
- Distributor websites must be immediately and without question recognized as that of a NHT Global independent distributor. Identification as an independent distributor must appear prominently on the home page, as well as all major sections (i.e. product pages, basic information, testimonials, etc.).
- No other products, programs, companies may be mentioned, illustrated, compared, made reference to in any way on any website in which NHT Global products and/or programs are featured.
- No product names, ingredients or words trademarked by NHT Global may be used as part of a distributor's website URL address or domain name. Distributors must be

certain to obtain prior approval before purchasing URL addresses, as NHT Global will not pay to have them replaced.

- No links to any other website other than the NHT Global distributor website are permitted.
- No health or curative claims, directly or indirectly, may be made or product comparisons are permitted in product information testimonials.
- Distributors are not permitted to make any earnings or sales representations, except for their own documented individual earnings. No checks may be reproduced or displayed in any manner.
- Use of testimonials other than a distributor's own requires written permission from each distributor or customer if such statements and/or photographs will be used on a distributor's website. Acquiring permission is the responsibility of the website owner. Copies of the permission must be submitted along with the website approval request to the NHT Global prior to display on any website.
- It is the responsibility of the distributor to ensure that all information, including grammar and spelling are correct before the site is submitted for approval.
- All distributor websites are subject to local laws and regulations. Approval of a distributor website's content does not ensure legal compliance with the governing bodies in a distributor's geographic area.

The following statements must be included in each distributor's website:

"Statements made in this publication have not been evaluated by the U.S. Food and Drug Administration. These products are not intended to diagnose, treat, cure or prevent any disease."

"As with any weight management or supplementation program, consult your healthcare provider before beginning any regimen, particularly if you have any known health concerns. Always read and follow label directions"

"The earnings mentioned in this publication may not be representative of your actual results. Your success as a NHT Global distributor depends upon your individual effort and enterprise."

"Results not typical. Your success with the NHT Global weight management product will depend upon various factors including but not limited to age, medical conditions, activity level and other personal factors."

"Product, company and marketing information and photos are copyrighted by NHT Global and used with permission."

DOMAIN NAMES. Distributors may not use or attempt to register (a) NHT Global trade names, trademarks, service marks, product names, product ingredients, (b) the name 'Natural Health Trends Corp.', (c) or any derivative of the foregoing for any Internet domain name.

Domain names discovered to be non-compliant will result in immediate suspension of distributorship, a penalty fee of MYR 100 (hundred Ringgit) calculated on a per day basis and possible termination of distributorship. In order for suspension to be lifted, distributors must first verify in writing that corrective measures have been taken and pay all penalty fees.

Any repeated offense will result in immediate termination.

E-MAIL AND NEWSGROUP MARKETING. Distributors emailing or employing other services to email unsolicited and unapproved email flyers are fully responsible for all information regarding the product and Compensation Program that is not expressly contained in advertising and promotional material supplied directly by NHT Global. “Spamming” as well as telephoning or faxing without consent in compliance with various laws is strictly prohibited. Any and all information representing NHT Global, its Compensation Program or products other than those provided by NHT Global must be approved in advance in writing.

AUCTION SALES. Distributor may not sell NHT Global products via live, silent, Internet or any other type of auctions even if offered at the distributor suggested retail price.

TRADE SHOWS. With written authorization from NHT Global, NHT Global products and the Compensation Program may be displayed at trade shows by distributors. Request for participation in trade shows must be received in writing by NHT Global at least two (2) weeks prior to the event. NHT Global products and the Compensation Program are the only products and compensation program that may be offered in the trade show booth or table. It is important to have identifying information printed on any hand-outs used in any event.

INCOME CLAIMS. Distributors may not display in any manner for recruiting purposes or any other reason, commission checks or make specific income claims or representations.

MEDIA INTERVIEWS. Distributors are prohibited from granting radio, television, newspaper, tabloid, magazine or any other type of interviews or using public appearances, public engagements, or making any type of statement to the public media to publicize NHT Global, its products or their individual NHT Global business without express, prior written approval from NHT Global, which may reasonably be withheld. All media contacts that are approved must be coordinated through NHT Global and must contain a complete description of the interview format and venue.

ENDORSEMENTS. No endorsements by any NHT Global officers or administrators or third parties may be alleged, except as expressly communicated in NHT Global literature and communications.

INDEPENDENT COMMUNICATIONS. Distributors as independent contractors are encouraged to distribute information and direction to their respective NHT Global downline organization. NHT Global encourages the prudent distribution of newsletters, training manuals and workshops and other organizational programs aimed to help develop distributor business. However, distributors must identify and distinguish between personal communication created to help an organization and the official communication of NHT Global and must comply with these policies.

DISTRIBUTOR TRAINING. Distributors are responsible for participation in the training of the distributors they sponsor. Training assistance is provided in NHT Global literature and in additional training tools as well as on the Internet. Further, distributors may attend local and regional training workshops for distributors.

DISTRIBUTOR SERVICES. NHT Global provides every distributor who generates any income as a NHT Global distributor with management and training communications, timely

delivery of products and sales material, and access on the Internet to reports of sales made by their sales organization for the calendar period in which commission and overrides are earned and paid.

REPACKAGING PROHIBITED. The repacking of NHT Global products for resale is strictly prohibited under any circumstances.

RECORDINGS. Distributors shall not produce or reproduce NHT Global produced audio or video taped materials detailing the NHT Global opportunity or products. Distributors or their guests may not audiotape, video tape or record any NHT Global function.

TELEPHONE ANSWERING. Distributors may not answer the telephone or create recordings saying “NHT Global” or in any manner which could lead the caller to believe that he or she has reached the corporate offices of NHT Global.

LIABILITY. Violation of any of the Policies and Procedures may be grounds for suspension and/or termination of the individual’s distributorship. The violator also may be subject to civil or criminal liability resulting from violation of the Application and Agreement of Distributorship, the Code of Professional Ethics, the Policies and Procedures of NHT Global, or by law. Additionally, NHT Global may withhold payment to any NHT Global distributor in an effort to offset any damages suffered by NHT Global as the result of a distributor’s violation of the Application and Agreement of Distributorship, the Code of Professional Ethics, the Policies and Procedures of NHT Global, or by law.

VI. PAYMENT OF BONUSES AND OVERRIDES

DISTRIBUTOR APPLICATION AND AGREEMENT. Bonuses and overrides cannot be paid until a completed Distributor Application and Agreement has been received and accepted by NHT Global through the Internet. Bonuses are paid ONLY on the sales of NHT Global products. No bonuses are paid on the purchase of any sales materials, sales aids or for the recruitment of distributors.

COMMISSION CHECKS. The minimum amount of payment of commission checks is USD 100 or as mandated in any foreign country. If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds USD100.

VII. PURCHASE AND SALE OF PRODUCTS

NO PURCHASE REQUIRED TO BECOME A NHT GLOBAL DISTRIBUTOR. No product purchase is required to become a NHT Global distributor. NHT Global distributors are entitled to purchase products from NHT Global at a discounted price.

STOCKPILING PROHIBITED. The success of NHT Global depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. NHT Global recognizes that distributors may wish to purchase certain products in reasonable quantities for their own use, for inventory purposes and for the purpose of provisioning new distributors as they are sponsored. NHT Global strictly prohibits the purchase of product solely in an attempt to qualify for advancement in the Compensation Plan.

DIRECT PURCHASE. NHT Global distributors may purchase products directly from NHT Global. If a new distributor purchases product from his/her sponsor or upline distributor the BV associated with that purchase will not be attributed to the new distributor as it will not have been purchased directly from NHT Global. To replace the BV, the sponsor or upline should place and order in the new distributors name, shipped to himself or herself.

Note: NHT Global distributors in good standing may personally place orders through the NHT Global website upon enrollment, purchased at distributor cost using their own PIN (personal identification number).

RETURNED PACKAGES. In the event that a package is returned due to a distributor's error or if the package was not picked up in a timely manner and is therefore returned, NHT Global will charge the distributor a re-shipping fee.

PAYMENT OPTIONS. Purchases may be paid by money order, cashier's check or any applicable credit card.

CREDIT CARD PURCHASES. Credit card purchases may only be made by the individual whose name and address or business name are on the credit card. Any distributor who uses another individual's credit card to pay for purchases risks having his/her distributorship placed on suspension pending investigation and resolution of any complaints regarding unauthorized charges. NHT Global considers such transactions fraudulent and will report them to the proper authorities for settlement.

Under no circumstance will any distributor charge back any credit card purchase. Any distributor who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds. If an erroneous charge is applied to a distributor's credit card, the distributor should immediately contact the Support Department of NHT Global to initiate an investigation and resolution.

INACTIVE DISTRIBUTOR POSITIONS. Any distributor position that has not been activated within a period of 28 (twenty-eight) days from the enrollment date with paid product order(s) or back office service will be considered voluntarily resigned and will not be eligible for reinstatement at a later date. In addition, inactive positions, showing no orders with BV and no back office service will be terminated after 90 (ninety) days from the inactive date. Distributors whose positions have been terminated after 90-days, as detailed above, may elect to re-sign after the 90-day period.

BACK ORDERS. Should any product or sales material be unavailable for any period of time, NHT Global distributors will be given the option of placing the orders and waiting for availability or cancelling their order with full reimbursement or cancelling that portion of their order with the back ordered item without penalties until those items are ready for shipping.

SEVENTY PERCENT RULE. In order to qualify for commissions and overrides, the distributor must certify on the Product Order Form and on the website order screen that he/she has sold to retail customers or personally consumed seventy percent (70%) of all products previously purchased. This is known in the industry as the "Seventy Percent Rule". Upon request, distributors must provide verification of compliance with the Seventy Percent Rule and NHT Global may take measures to confirm that the requisite sales have occurred.

Note: Distributors placing telephone or mail orders are equally required to comply with this rule and will be asked by the order processor or Support Representative or required to confirm compliance by signature.

SHIPPING ADDRESS. NHT Global will only accept street addresses for shipping purposes. Orders are shipped locally may be tracked and, if necessary replaced in a timely manner.

SHIPPING COSTS. It is the ordering distributor's sole responsibility to indicate (a) method and means of shipping, and (b) destination address. The methods available are noted above and on the NHT Global website along with prepaid costs. Shipping costs will be automatically calculated.

Should the receiving party of an order shipped from NHT Global refuse delivery and the shipment is then returned to NHT Global, the ordering distributor's status will be made 'inactive' pending resolution of the delivery refusal. Return delivery charges will be deducted from the distributors account. Also see: Returned Packages under Section (above).

TIMELY PRODUCT AND MATERIAL DELIVERY. Upon clearance of payment, NHT Global processes for shipment the product(s) and material(s) selected. If an item is temporarily unavailable due to a high demand, the consignee will be notified by way of the packing slip which is included with the shipment. Should a back order occur, the item(s) will be shipped as soon as available, usually within ten (10) days of the date the original order and payment were received.

SPECIAL ORDERS/HELD SHIPMENTS. NHT Global will not "hold" orders or delay shipment of products that have been processed. Once payment has been received, all orders must be released for shipping.

DAMAGED GOODS. The shipping company is responsible for damage that occurs after it takes physical custody of the goods. A distributor who receives damaged goods should follow these steps:

- Take delivery
- Before the driver leaves, document on the delivery receipt the number of boxes, that appear to be damaged:
- Save the damaged product and box(es) for inspection by the shipping agent;
- Make an appointment with the shipping company to have the damaged goods inspected;
- File a claim with the shipping company; and
- Notify the Support Department of NHT Global.

SHORT SHIPMENTS. NHT Global takes pride in fulfilling orders in an accurate and timely manner. However, in those rare instances where they may occur, a correction will be handled quickly to avoid further delay to the recipient. Any distributor is provided with a period of five (5) business days following receipt of shipment to report any shortages. Once notified and verified, NHT Global will ship missing items to the address on the original order.

COMMISSION ADJUSTMENTS. Any upline distributor affected by returned products to NHT Global will accordingly be subject to adjustments on his or her commissions, overrides and bonus accounts, personal volume, etc. based upon all commissions and bonuses paid on the returned product.

BONUS BUYING. Bonus buying includes:

- the enrollment of an individual or entity as a NHT Global distributor without the knowledge of and/or execution of a Distributor Agreement online by such individual or entity,
- the fraudulent enrollment of an individual or entity as a distributor
- the enrollment or attempted enrollment of non-existent individuals or entities as distributors (phantoms),
- the use of a credit card on behalf of a distributor or prospective distributor without approval to do so, or
- stockpiling.

Bonus buying constitutes a material breach of these Policies and Procedures, and is strictly prohibited.

PRICE CHANGES. NHT Global products and literature prices are subject to change without prior notice.

SUGGESTED RETAIL PRICING (SRP). NHT Global provides a suggested retail price as a guideline. NHT Global independent distributors may sell NHT Global products at whatever price they and their customers agree upon, however, a distributor is not permitted to advertise any price below the NHT Global suggested retail price. This includes but is not limited to “free” products or any other special pricing or incentive that would fall below the SRP. No NHT Global product may be offered along with the products of any other company.

RECEIPTS: RETAIL PRICING. NHT Global distributors will provide all retail customers of NHT Global products with printed sales receipts. Distributors who order through the Internet for their customers will receive email confirmation of acceptance in addition to the packing slip, which will be inside the package.

SALES TAX. For purchases made from NHT Global, NHT Global collects and remits applicable sales and local taxes, which may be due on the suggested retail price of those products and/or materials, that are subject to tax. The applicable rate due is based upon the address to which the product and/or sales material is to be delivered. Distributors must comply with instructions and notices from NHT Global regarding the collection and payment of sales and local taxes. Tax exemptions are not retroactive.

AUTO-SHIP ORDERS. NHT Global reserves the right to modify product prices at any time. However if price adjustments are made by NHT Global, measures will be taken to communicate the information to all distributors to allow for changes or cancellation of autoship orders prior to processing. Changes due to tax and other regulatory issues, may be made at any time, without prior notice.

RETAIL STORES. NHT Global is a direct sales company. Our success is based upon our distributors selling directly (one-on-one) to the consumer, in a personal and caring

manner. In order to maintain this personal contact with our customers and to provide equal opportunity to all distributors who sell NHT Global products to consumers, NHT Global places certain restrictions on the sales of its products to or through commercial establishments.

No distribution of product is permitted through chain stores as determined by NHT Global. Generally, NHT Global considers any retail business with more than five (5) separate locations to be a chain store.

NHT Global products offered in retail establishments that are not chain stores, must be sold at the distributor SRP.

NHT Global will be the sole judge of whether a commercial enterprise violates the policies, spirit or intent of its guidelines and reserves the right to modify, amend or rescind its approval as current business conditions may dictate.

RETAIL/WHOLESALE BUYER (R/WB) PROGRAM. The purpose of the R/WB program is to enable distributors to more easily enroll permitted retail outlets (see above) as distribution points for NHT Global products. Though many retailers may want to retail NHT Global product lines, many are not interested in participating, or may not be permitted to participate, in a network marketing program. As such, the R/WB Program allows them to register with NHT Global so that they may purchase products directly at wholesale and sell them at retail price (not less than, the NHT Global suggested retail price level) without having to register as a wholesale buyer. The R/WB program is also available to others who, likewise have no interest in participating in the network marketing aspect of the business, but would rather become a long term purchaser of the product if they could purchase at wholesale pricing.

The R/WB must complete the Retail Establishment/Wholesale Buyer Agreement (REA) with a NHT Global distributor. The distributor must accomplish this through his/her back office. An R/WB may not enroll himself/herself in this program.

CONSIGNMENT. In order to protect the NHT Global business and the integrity of the Company, NHT Global products may not be delivered to another party on consignment. Only authorized NHT Global distributors may sell NHT Global products to an outside party.

VIII. RETAIL GUARANTEE AND REFUND POLICY

RETAIL CUSTOMER RETURNS. NHT Global offers a 14 (fourteen) day, 100% (one-hundred percent) unconditional money back guarantee on products sold to all retail customers. Every NHT Global distributor is bound by his/her Agreement and the Policies and Procedures to honor this guarantee. Prior to the completion of any retail sale a distributor must make a verbal disclosure of the right to the unconditional guarantee. If a retail customer is dissatisfied with any NHT Global product for any reasons, then the he or she may return the unused portion of the product to the distributor from whom it was originally purchased within 14 (fourteen) days for either a replacement, exchange for another product or a full refund of the purchase price of the product.

NHT Global will replace the returned product to the distributor providing the following steps and conditions are met:

- The NHT Global Support Department is notified of a pending retail customer return;
- The product is returned to NHT Global as instructed by the Support Department;
- The product is received by NHT Global within 15 (fifteen) days from the return date to the distributor; and.
- The return is accompanied by the following:
 - A signed statement from the retail customer identifying the reason for the return and including:
 - A dated copy of the original sales receipt
 - The product as received from the retail customer
 - The name, address and telephone number of the retail customer.

Proper shipping carton(s) and packing material are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. It is suggested that a shipping method that offers tracking capability be used to ensure delivery. NHT Global will pay the cost of shipping replacement product(s) to the distributor.

NHT Global will not refund, to any distributor, the purchase price of any retail customer returns and no replacement products will be released if the conditions of the rule are not met.

Requests for replacement or exchanges of product returns from retail sales must be clearly written with complete details (name, address, telephone number, email address, if available, and any other information that would allow NHT Global to verify the sale and subsequent return). Unverifiable retail sales cannot be replaced or exchanged. Falsified information could lead to further investigation and possible suspension of distributorship.

RETURN PRODUCT AUTHORIZATION (RMA). Before any product may be returned to NHT Global, whether it is a shipping error, retail customer return, damaged products, quality control or resignation, the distributor must contact the NHT Global Support Department either by fax, postal delivery or email to obtain a Retail Merchandise Authorization Number. Any package received without such identification clearly visible on the package exterior will be refused.

QUALITY CONTROL (QC). NHT Global will replace, within fourteen (14) days of purchase any product found to be defective (other than products damaged during or after shipping). We therefore encourage distributors to inspect their packages upon receipt. Requests beyond the allowance period will be denied. No product should be returned to NHT Global prior to the approval to do so from the Support Department whether through telephone, fax or email request. In order to assure that replacement product will be issued, strict compliance with the following procedure is required:

- A written replacement request must be submitted, stating the reason for the request and accompanied by verification of payment or order copy; and
- Upon notification, NHT Global will instruct the distributor where to ship the defective product and will issue the RMA number, which must be clearly written on the exterior of the

returned package containing the returned product. Upon receipt and verification NHT global will ship out replacement product(s).

RESIGNATION RETURNS. If the distributor has purchased product for inventory purposes or sales aids while the Agreement was in effect, all products in a *current, reusable and resalable* condition that have been purchased within 6 (six) months * preceding resignation as a NHT Global distributor shall be repurchased by NHT Global, subject to compliance with the Seventy Percent Rule. The purchase shall be at a price of no less than 90% (ninety percent) of the original net cost to the participant minus any freight charges and commissions paid to the distributor as a result of the sale of the returned product. Any such requests will be considered as the resignation of the distributorship.

If inventory is returned that does not meet the above conditions for return, such merchandise will be held for a period of 30 (thirty) days during which time the distributor has the right to request return of those items. Distributors will pay all shipping charges. Should this request not be received by the Support Department of NHT Global in the time period noted above, NHT Global will reserve the right to destroy such inventory without further compensation to the distributor who submitted it for review. In order to ensure that a refund is issued in a timely manner, the following steps should be followed:

1. A written request must be submitted, either by fax or email to NHT Global Support Department, clearly citing the reason for the resignation and for the return of product and/or sales materials.
2. Upon receipt of the proper information, NHT Global will instruct the distributor where to ship the product(s) along with a RMA number, which must be clearly visible on the exterior of the package used to return the product(s).
3. Any return without this detail, readily visible, will be refused without exception. The distributor assumes the cost of shipping any products to NHT Global.
4. The distributor assumes responsibility for packing and shipping products back in a manner that will ensure that it is received in a timely manner and with minimal damage. It is suggested that a shipping method that offers tracking details be employed.
5. Refunds will be issued within approximately 30 (thirty) days from the date of receipt of authorized merchandise. Reimbursements will be issued in the same manner that payment was originally received. That means that if a credit card was used in the initial transaction, that same card will be issued the refund. If the credit card has been cancelled, a note will be required from the banking institution to which it was associated.

* The permissible return period will vary according to Malaysia laws.

UNAUTHORIZED RETURNS. Should a distributor refuse delivery of any NHT Global shipment or request to return any previously purchased product for refund, such a request will be deemed as voluntary resignation.

EXCHANGES. NHT Global will not accept product exchanges from distributors.

IX. GENERAL PROVISIONS

RECORD KEEPING. NHT Global requires all of its distributors to maintain complete and accurate records of their business transactions. NHT Global may exercise its option to request records relating to retail sales or other matters as described herein or as required by applicable law.

AMENDMENTS. In order to maintain a viable Marketing Program in changing economic conditions and/or to comply with changes to local laws, NHT Global at its discretion reserves the right to amend the Policies and Procedures as set forth therein, its distributor prices or suggested retail prices, product availability and formulations, and Compensation Plan as it deems appropriate without prior notice. Such Policies and Procedures and Compensation Plan modifications and all changes thereto, shall become a binding part of the Agreement upon publication on the official NHT Global website. It is the distributor's responsibility to stay abreast of current and updated information and NHT Global is in no way liable for any distributor's ignorance of the correct and current information if he/she fails to do so. In the event of any conflict between the Agreement and any such amendment, the amendment shall control. If Company brochure, product catalogs, price lists, literature, website information, fax-on-demand, etc. are revised; only the most current version is authorized for use by NHT Global distributors.

NON-WAIVER PROVISIONS. No failure of NHT Global to exercise any power under these Policies and Procedures or to insist on strict compliance by a distributor with any obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of NHT Global's right to demand exact compliance with these Policies and Procedures. Waiver by NHT Global can be affected only in writing by an authorized officer of NHT Global.

NHT Global's waiver of any particular default by a distributor shall not affect or impair NHT Global's right with respect to any subsequent default, nor shall it affect in any way the right or obligation of any other distributor, nor shall any delay or omission by NHT Global to exercise any right arising from default affect or impair NHT Global's right as to that or any subsequent default.

REPORTING POLICY VIOLATIONS. Distributors who observe or are made aware of a policy violation by another NHT Global distributor are encouraged to submit a written report of the incident or incidents to the NHT Global either through fax, mail or email. Such documents must bear the writer's signature and distributor identification number. Anonymous complaints will not be accepted or acted upon. No telephone calls will be accepted regarding such matters as documentation must be presented in writing from the complaining party, collaborating witnesses and ultimately from the individual or individuals cited for the infraction. Details of the incident such as dates, number of occurrences, persons involved, witnesses and other supporting documentation should be included in the report.

Note: The name of the complaining parties and any other witnesses will be held in strict confidence and not revealed to the distributor who has committed the violation.

ARBITRATION. All disputes and claims relating to NHT Global, the Agreement, or its products, the rights and obligations of a distributor of NHT Global, or any claims or causes of actions relating to the performance of either a distributor or NHT Global under the

Agreement, and/or a distributor's purchase of products shall be settled totally and finally by arbitration in Malaysia or such other location as NHT Global prescribes. There shall be one (1) arbitrator, an attorney at law, who shall have expertise in business law transactions with preference being an attorney knowledgeable in the direct selling industry, selected from a panel. Each party to the arbitration shall be responsible for its own costs and expenses or arbitration, including legal and filing fees. If a distributor files a claim or counterclaim against NHT Global, a distributor shall do so on an individual basis and not with any other distributor or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of complete jurisdiction. This agreement for arbitration shall survive any termination or expiration of the Agreement.

Notwithstanding the foregoing, the arbitration shall have no jurisdiction over disputes relating to the ownership, validity or registration of any mark or any intellectual property or proprietary confidential information of NHT Global without NHT Global's written consent. NHT Global may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to NHT Global. In addition to monetary damages, NHT Global may obtain injunctive relief against a distributor in violation of the Agreement, and for any violation of misuse of NHT Global trademark, copyright or confidential information policies.

Nothing in this rule shall prevent either party from applying to and obtaining from any court having jurisdiction a writ attachment, a temporary injunction, preliminary injunction and/or a decision awarded during or following any arbitration or other proceedings or pending the handling of a decision awarded in connection with any arbitration or other proceedings.

The existence of any claim or cause of action of a distributor against NHT Global, whether predicated on the Agreement or otherwise, shall not constitute a defense to NHT Global's enforcement of the covenants and agreements contained in the Agreement.

ENTIRE AGREEMENT. This Agreement (comprised of these Policies and Procedures, the Distributor Application and Agreement and the Compensation Plan) as may exist or thereafter be amended, constitutes the entire agreement of the parties regarding their relationship, the subject matter hereof and related hereto.

SEVERABILITY. If under any applicable and binding law or rules of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures, or any specification, standard or operating procedure which NHT Global has prescribed is held to be invalid or unenforceable, is declared invalid or enforceable under any applicable and binding law or rules of any applicable jurisdiction, NHT Global shall have the right to modify the invalid or unenforceable provision, specification, standard operating procedure or any portion thereof to the extent required to be valid and enforceable. A distributor shall be bound by any such modification. The modification will be in effect in the jurisdiction on which it is required.

LIMITATION OF DAMAGES. To the extent allowed by law, NHT Global and its affiliates, officers, directors, employees and other distributors shall not be liable for and each distributor hereby releases the foregoing from, and waives any claim for loss of profit, incident, special, consequential or exemplary damages, that may arise out of any claim whatsoever relating to NHT Global's performance, non-performance, act or omission with

respect to the business relationship or other matter between the distributor and NHT Global whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to the distributor shall not exceed and is hereby expressly limited to, the amount paid to NHT Global (less amounts received from NHT Global or from retail sales of NHT Global products), the amount of unsold NHT Global product owned by the distributor that was directly purchased thereby from NHT Global, and any commissions, bonuses or refunds due.

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