

TAHITIAN NONI INTERNATIONAL Policy Manual and Compensation Plan



Navigate by clicking the desired section title, then click'HOME' to return to the table of contents.



KEY INFORMATION

TAHITIAN NONI INTERNATIONAL UK LTD. MAILING ADDRESS AND REGISTERED OFFICE:

Tahitian Noni International UK Ltd. 106 Arlington Road London NW1 7HP

CORPORATE HEADQUARTERS

333 West River Park Drive Provo, Utah 84604

TELEPHONE AND FAX NUMBERS

1-801-234-1000 Corporate Office Corporate Fax 1-801-234-1001

UK Office +44 (0)845-612-6664

UK Sales Order Line 0800-032-2665 UK Toll Free Fax 0800-032-2664 Ireland Sales Order Line 1800-550-0251 Ireland Toll Free Fax 1800-357-190

ORDER ENTRY HOURS

Monday through Friday 7 a.m. to midnight (UK time)

CORPORATE OFFICE HOURS

Monday through Friday 8 a.m. to 5 p.m. (MT)

TABLE OF CONTENTS

TAHITIAN NONI INTERNATIONAL
INTRODUCTION 11
SECTION A – CODE OF CONDUCT
1. Compliance with Laws
2. Freedom of IPCs under the Agreement
3. DSA Code of Business Conduct and Code to Consumers (codes)
4. IPC Code of Ethics
5. Circumvention of Policy13
6. Solicitation of Investments
7. Recruiting a New Personal or Placement Host13
8. Recruiting Prospects Who have Not Signed Up As IPCs or Rewards Members
9. Predatory Recruiting of an Existing IPC or Rewards Member12
10. Simultaneous Interests
11. Fictitious and/or Assumed Names
12. Conflict of Interest A. Ownership in a Competing Company
13. Confidentiality Agreement 16
SECTION B – RESPONSIBILITIES & DUTIES
1. Financial Obligation of IPC
2. Correct Address and Contact Information
3. Correct Tax/Social Security Identification Numbers 18
4. Training Requirement 18
5. Advertising Tahitian Noni™ Products and Programmes 18

A. Quick Reference to Advertising Policies
B. Policies for All Advertising Materials
C. Advertising to Persuade Persons Becoming IPCs20
D.Use of Tahitian Noni International, Inc Trademarks, Logos, Brands, or Intellectual Property 20
E. Advertising in Unopened Countries
F. Reproduction of TNI Materials21
G. Unsolicited E-mail
H. Fax Blasting
I. Product Claims
J. Personal Stories/Experiences
K. What You May Say about TAHITIAN NONI™ Juice
L. What you May Not Say about TAHITIAN NONI™ Products . 22
M. Spokespeople and Advisory Board Members 22
N. Income Claims and Representation of the TNI Compensation Plan
O. Representation of the TNI Brand Message and Success Path Programme23
P. Television and Radio Advertising 23
Q. Business Cards and Stationery
R. Telephone Answering
S. Telephone Listings
T. Telephone Recordings
U. Third-Party Materials and Literature24
V. Tradeshows and Exhibitions
W. Media Inquiries
X. Press Releases25
Y. Internet Advertising
Domaine Names
iii. Use of Buried Codes, Hidden Text
and Metatags in IPC Websites 25

	D. Ordering Products35
	E. Withdrawing an IPC Application Within Fourteen Days
	F. Independent Contractor Status
	G. Signing Up as an Individual or as a Business Entity
	H. Co-applicants37
	I. Signing Up as a Business Entity37
	J. Relationship to Hosts
	K. Conflicting Personal Host or Placement Host Information
	L. Hosting
	M. Complaints 38
	N. After Sales Service
2. (CHANGING THE STATUS OF AN IPC ACCOUNT 39
	A. Active IPC or Inactive IPC Status39
	B. Changing Business Form of IPC account
	C. Voluntary Resignation of IPC account40
	D. Annual Renewal of IPC Status 40
	E. Reactivation of Previous IPC account 41
	F. Reapplication under New Host—see "Six Month Waiting Period"41
	G. Six Month Waiting Period41
	H. Hostline Release Policy
	I. Owners of IPC Accounts Marrying 42
	J. Attachment Due to Court Action42
	K. Annulment or Divorce
	L. Death43
	M. Sale or Transfer of an IPC account43
3. l	BUILDING AN IPC ACCOUNT ORGANIZATION44
	A. Placement of a New IPC44
	B. Requirements for All Placement Changes45
	C. Placement before 120 Days

D. Placement of an Unassisted Organization 45
E. Witnessed Placement Change40
F. Placement of Roll up IPCs
G. Changing the Personal Host of an IPC40
H. Witness Policy
I. Host Change Deadline
J. Host Change Cancellation Deadline
K. IPC Authorisation of Host Changes
4. TAHITIAN NONI REWARDS™ PROGRAM
A. Hosting a Rewards Membership
B. Changing the status of a Rewards Membership48
C. Personal Host Termination
D. Changing the Personal Host of a Rewards member 48
5. ORDERING AND PURCHASING TAHITIAN NONI™ PRODUCTS
A. Case AutoShip Programme (CAS)
B. Conditional and Unconditional Case AutoShip Programmes
C. Case AutoShip Sign up and Cancellation Procedures 49
D. Case AutoShip Payment Problems49
E. Retail Purchasing50
F. IPC Price Orders 50
G. Will Call Center Product Pick-Up 50
H. International Orders 51
I. 70% Rule
J. Value Added Tax
K. Shipping and Handling Charges 51
L. Payment 51
M. Monthly Cutoff Date for Orders 52
N. Credit Card Charge Backs or Insufficient Funds Payments52
O. Volume Transfer
6. RETURNING TAHITIAN NONI™

PRODUCTS 5	52
A. General Products Returns Policy 5	2
B. Incomplete Orders and Damaged Goods 5	3
C. IPC Product Returns Policy - On Termination of the IPC Agreement 5	3
D. IPC Product Returns Policy - Without Termination of the IPC Agreement 5	5 4
E. IPCs Sales Aid Return Policy 5	5
F. Retail Customer Product Return Policy 5	5
G. Case Autoship Order Return 5	; 6
H. Returns for Residents of Certain Countries 5	5 6
I. Product Liability Insurance 5	; 6
SECTION D – REGULATIONS FOR ENFORCEMENT 5	57
1. IPC DISCIPLINE FOR VIOLATION OF POLICIES 5	57
A. Investigation of Policy Violations5	57
B. Fines For Policy Violations5	57
C. Suspension	57
D. Termination	58
E. Effects of Termination5	58
F. Termination Effects on Qualification5	59
G. Appeal	59
2. INCENTIVE REWARD REDEMPTION	;9
SECTION E – RIGHTS OF TNI	j (
1. Amending TNI Policies6	
2. Amending Prices of Products and Financial Obligations	C
3. Lead Share/Distribution of IPC Referrals6	1
4. Use of IPC Images 6	1
TNI COMPENSATION PLAN6	2
Immediate Income6	2
Growth Income	60

TAY TOTAL TO
Wealth-Building Income63
Freedom of Placement63
Seamless, Borderless63
10 KEY ASPECTS OF THE TNI COMPENSATION PLAN 63
1. Retail Profits
2. Unilevel Plan64
IPC
Coral Leadership Position64
Jade Leadership Position
Pearl Leadership Position65
Diamond Pearl Leadership Position
Diamond Pearl Elite Leadership Position65
Double Diamond Pearl Leadership Position 65
Triple Diamond Pearl Leadership Position 66
Unilevel Payout with & without Personal rebate
3. Dynamic Compression
4. Qualifying Compression
5. Case AutoShip Programme
6. Fast Start Bonus Programme71
7. Personal Rebate
8. Top Performer Bonus
9. Infinity Bonus
10. Black Pearl Shared Success Bonus74
TAHITIAN NONI REWARDS™ PROGRAMME
IPC STOCK OPTION PLAN
CLOCCA DV

FOUNDING PRINCIPLES OF MORINDA/TAHITIAN NONI INTERNATIONAL



When Morinda was founded in 1996, Kerry Asay, Kim Asay, John Wadsworth, Stephen Story, and Kelly Olsen wanted to establish a company with a completely new vision and attitude. They envisioned a "home for worn out networkers" – those who believed in the concept of networking, but who had yet to find the company that could make their dreams come true.

To achieve this goal, these men built Morinda/Tahitian Noni International on a set of Founding Principles, which are as vital and alive today as when the company began in 1996.

- 1. Honesty and integrity. We will do our very best to infuse honesty and integrity into every business relationship.
- 2. Fair treatment of all individuals. IPCs, employees, and vendors will always be treated fairly. We will not treat one person differently than any other person.
- 3. Strong leadership. We will be the best at what we do. We may make mistakes along the way; when we do, we will correct them as quickly as possible.
- 4. Honorable, frugal business practices. We will fiercely guard the Tahitian Noni™ opportunity and ensure it exists for generations to come.
- 5. Finest IPC support of any company. Events, internet, telephone, and every other available channel will be used to train, educate, and support IPCs and make them successful.
- 6. Open-mindedness. Valuable input comes from many different places. We recognize the importance of keeping an open mind and a thankful attitude.
- 7. Hard work. We believe that there is wisdom in the old saying, "The harder I work, the luckier I get." Good, honest hard work will be the key ingredient for our success.
- 8. Gratitude. We understand that the Morinda citrifolia plant was made by God, not us. We gratefully approach the responsibility to bring products from this plant to people everywhere.

Morinda/Tahitian Noni International is guided by these ideals and encourages every IPC to apply these principles in their relationships with their customers, other IPCs, and the company itself.

INTRODUCTION

Thank you for taking the time to read and study this Policy Manual. A copy of this manual is also available on the Tahitian Noni International, Inc. website at NoniOffice.com. This manual is intended to outline legally binding policies and procedures that must be followed to 1) establish a Tahitian Noni International IPC account; 2) order, purchase, sell, and return Tahitian Noni™ products; 3) recruit new Tahitian Noni International IPCs and Rewards Programme members; 4) earn income from sales of Tahitian Noni products; 5) manage a Tahitian Noni International IPC account; and 6) maintain an IPC account in good standing with Tahitian Noni International, Inc.

If you have a question regarding any policy in this manual, please contact the TNI UK Compliance Department for advice and clarification. Tahitian Noni International encourages each person to seek independent financial or legal advice regarding the policies and procedures in this manual.

Tahitian Noni International UK Ltd., hereafter TNI, markets nutritional, personal care, and other consumer products through IPCs in an access marketing structure. TNI operates through subsidiaries in many countries across the globe. Sales organizations can be built with IPCs in any country in which TNI is formally opened for business. TNI makes its products available to IPCs at an IPC price. Products are used by IPCs for retail sale, for personal use, or for sharing the TNI brand with others. TNI has three types of consumers: Independent Product Consultants (IPCs), Rewards Programme members, and retail consumers.

Tahitian Noni International 11

SECTION A – CODE OF CONDUCT

1. Compliance with Laws

Each IPC is responsible for complying with the laws (including tax laws, social security laws, consumer protection laws and advertising laws) of the country where that IPC account does business. This rule also includes the obligation for the IPC to only offer for sale Products bearing the labels designed for the country where the Products are sold. TNI-UK will not be held responsible for a failure on the part of the IPC to comply with the relevant local legislation. It may be prohibited to claim social benefits as well as having an IPC account.

2. Freedom of IPCs under the Agreement

TNI-UK IPCs are neither required to make any minimum purchase of product, nor to introduce new IPCs to the sales network. They are free to use the benefits offered under the Agreement as they see fit, in accordance with the terms thereof.

The Agreement offers the IPC the opportunity to purchase Products at wholesale prices, which the IPC may or may not choose to sell to retail customers.

3. DSA Code of Business Conduct and Code to **Consumers (Codes)**

TNI has united with other direct selling companies in a nonprofit Direct Selling Association (DSA) and the World Federation of Direct Selling Associations. As a member of the UK DSA, TNI-UK has agreed to promote and enforce among its IPCs the Codes of the DSA. This Code may be accessed from the TNI internet home page (www.TahitianNoni. com) or the DSA home page (www.dsa.org.uk). IPCs must carefully follow 1) the policies and procedures described in this manual, 2) the DSA Codes, and 3) the applicable laws where the IPC resides and does business.

4. IPC Code of Ethics

In pursuing the success of their TNI business, IPCs will safeguard and protect the reputation of TNI and its products. IPCs will refrain from all conduct which might be harmful to the reputation of TNI and its products or will damage the ability of others to participate in the TNI opportunity. IPCs will be professional in the approach to their business, and will treat other IPCs, customers, consumers, and TNI employees respectfully and courteously in their interactions. IPCs will strictly avoid all deceptive, misleading, discourteous, unethical, and immoral conduct. IPCs will respect the honest efforts of fellow IPCs and will not engage in predatory or unethical recruitment practices.

TNI respects the business activities of all legitimate companies and strictly discourages any IPC from unfairly representing any competing opportunity. TNI believes that the ultimate success of all IPCs depends on its ability to bring important products and opportunities to the market. This will be done in a positive and honorable way.

5. Circumvention of Policy

TNI policies and procedures are designed to protect IPCs and the company from the adverse consequences of their violation. IPCs who intentionally circumvent policies and procedures to accomplish indirectly what is prohibited directly will be disciplined as if the applicable policy or rule had been broken directly. At its sole discretion, TNI has the right to adjust bonuses, commissions, and/or the placement or status of an IPC or of those in the IPC's hostline who were affected.

The policies and procedures in this manual are not intended to give IPCs the right to enforce the policies against one another directly, or to take any legal action against one another.

6. Solicitation of Investments

At no time may an IPC use the TNI name, trademarks, compensation plan, products, corporate documents, any employee of TNI, other IPCs, or anything relating thereto to suggest, present, entice, recruit, seek, or communicate in any way that an IPC's activities or an IPC account 1) is or may be treated as an investment, 2) is or may be managed by another person or entity than the IPC, or 3) is promised or guaranteed any profit or return resulting from the IPC's participation.

Any such conduct, or conduct that is in violation of any laws of the European Union or any country in which an IPC is resident, is expressly prohibited and constitutes a material breach by an IPC of his or her IPC Agreement with TNI.

7. Recruiting a New Personal or Placement Host

Every IPC has a personal host and a placement host. For policies regarding signing up as an IPC and selecting a host, refer to the "Signing Up as an Individual or as a Business Entity" section below.

An IPC may not petition TNI to be released from a personal host or a placement host. An IPC may not actively recruit or shop for a new personal host. If an IPC desires to change personal hosts or placement hosts, he or she must comply with the Six Month Waiting Period policy and the Building an IPC Account Organization Policy in this manual.

8. Recruiting Prospects Who Have Not Signed Up As IPCs or Rewards Members

The policies governing predatory recruiting apply only to the recruiting of existing IPCs and Rewards members and do not apply to persons who have not signed up as IPCs or Rewards members. Such policies cannot punish a personal host who signs up a prospect who has been contacted by another IPC but who has not previously signed up as an IPC or Rewards member. As with any commercial enterprise, IPCs who invest time and money into a prospect are taking a risk that the prospect may choose to sign up under someone else.

9. Predatory Recruiting of an Existing IPC or Rewards Member

An IPC may not attempt to recruit, directly or indirectly, another existing IPC or Rewards member into his or her own organization. The owner of an IPC account or a Rewards membership may not be approached to change hosts until the IPC or Rewards member has complied with the Six Month Waiting Period policy.

An existing IPC or Rewards member may not sign up under another personal host or try to circumvent the policies and procedures by using an alias, a family member or friend's name, a fictitious personal identification number, or any other means. TNI-UK will deem this to be a material breach of the Agreement.

If an IPC is successful in recruiting an existing IPC or Rewards member to sign up again under a new host without waiting the six-month waiting period, TNI, in its sole discretion, will have the right to terminate the original IPC account or Rewards member account, the new IPC account or Rewards member account created under the new personal host, or both.

10. Simultaneous Interests

No individual or entity may have a simultaneous beneficial interest, either directly or indirectly, in more than one IPC account or Rewards membership. An IPC or Rewards member may not encourage or facilitate a simultaneous beneficial interest. A simultaneous beneficial erest includes but is not limited to any ownership interest directly or

interest includes but is not limited to any ownership interest directly or indirectly in an IPC account or Rewards membership as a shareholder, partner, trustee, beneficiary, or principal; any control of or ability to control an IPC account or Rewards membership; any direct or indirect receipt of income derived from an IPC account or Rewards membership; spousal support derived from an IPC account or Rewards membership; familial support derived from an IPC account or Rewards membership; access to a bank account into which commissions and royalties derived from an IPC account are deposited; and any other similar interests pertaining to an IPC account or Rewards membership.

The spouse of an IPC or Rewards member, de facto or common-law spouse or cohabitant, or dependent family members living in the same household as an IPC or Rewards member are presumed to have a beneficial interest under the above definition.

IPCs who inherit a second IPC account from a deceased IPC may have simultaneous interest in both IPC accounts. The transfer of the second IPC account must comply with the relevant rules. IPCs who marry after becoming IPCs for TNI may be allowed to retain both separate IPC accounts.

IPCs who have a beneficial interest in more than one IPC account under previous policies wherein legal entities have personally hosted the owners, partners, or members may continue to work those IPC accounts. However, volume from the second entity may not be used for bonus qualification. In addition, only the legal entity may qualify for Success Path points, Diamond Pearl Camp/Outrigger Club qualification, leadership conference qualification, Vision Retreat qualification, and all other special TNI incentives.

11. Fictitious and/or Assumed Names

A person or entity may not apply as an IPC using a fictitious or assumed name or alias or any form of identification (including tax identification numbers) that does not accurately reflect who the actual owner of the IPC account is and his or her present status. An applicant's name may not be altered in any way in order to allow an IPC to sign up more than once with TNI in violation of the Six Month Waiting Period policy.

12. Conflict of Interest

A person or entity may be an IPC of another direct sales company and apply to become an IPC with TNI provided there is no conflict of interest (as described below) with TNI at the time of application. The IPC must also ensure that no such conflict occurs in the country where IPC and/or his downline reside throughout the duration of the IPC account or for one year thereafter. These policies apply to the IPC and to the members of the IPC's Immediate Household, as defined in the Glossary.

A. Ownership in a Competing Company

During the term of his or her IPC Agreement, and for one year thereafter, an IPC may not receive compensation from any company in the country where IPC and/or his downline resides that can be defined as a network marketing company or direct sales company, other than as a distributor for that network marketing company or direct sales company, without prior written approval from TNI. This includes, but is not limited to, being a principal, owner, employee, director, executive officer, advisor or shareholder (excluding shareholdings of 5% or less of any publicly traded company) of another network marketing company or direct sales company.

B. Promotion of Competing Products

During the term of their contract with TNI and for six months thereafter, IPCs in the country where they reside and/or also in the countries where their downline resides may not directly or indirectly, do or undertake business any of the following:

- 1. promote, endorse, or sell any non-Tahitian Noni™ brand products derived from or containing the Morinda citrifolia plant;
- 2. promote, endorse or sell any non-Tahitian Noni™ brand liquid nutri tional supplement (the term liquid nutritional supplement includes any and all nutritional food product that is intended to be consumed in liquid form, including products where the user adds the liquid be fore consumption); or
- 3. solicit, encourage or induce any IPC, customer, vendor, or employee to promote or sell any of the products listed in paragraphs 12 B, 1 and 2 above.

IPCs understand and agree that a violation of paragraph 12 B will cause immediate and irreparable harm to TNI. Therefore, in the event of an actual or threatened breach of this paragraph IPCs acknowledge that, in addition to any other remedy to which TNI may be entitled, TNI shall also be entitled to an injunction restraining and enjoining IPC from engaging in any conduct proscribed by paragraph 12 B.

C. Selling and Sponsoring in Other Marketing Opportunities

IPCs may not sell or represent non-Tahitian Noni™ products or represent or encourage representation of marketing opportunities from other companies to other IPCs except to those the IPC personally sponsors. An initial response to an inquiry about an IPC's non-TNI business activities does not constitute solicitation under this policy.

Non-TNI products, materials, or opportunities may not be promoted in any way at official TNI events, meetings, trainings, conventions, or other gatherings.

D. Endorsing Other Morinda citrifolia Companies or Products

During the term of the IPC Agreement and for one year thereafter, an IPC may not endorse or act as a spokesperson, in any medium including but not limited to radio, television, or internet, for any products derived in whole or in part from the Morinda citrifolia plant, including but not limited to the fruit, leaves, bark, or roots of the plant, or any company promoting such products.

13. Confidentiality Agreement

Upon signing an IPC Agreement, an IPC agrees to maintain confidentiality regarding trade secrets, proprietary information, and any other confidential information. This confidentiality obligation is irrevocable, remains after termination of an IPC with TNI, and is subject to legal enforcement by injunction and award of costs and fees necessarily incurred.

During the term of the IPC Agreement, TNI may supply confidential information to IPCs. This includes but is not limited to genealogical and organization reports, customer lists, customer information developed by TNI or developed for and on behalf of TNI by IPCs (including but not limited to credit data, customer and IPC profiles, and product purchase information), IPC lists, manufacturer and supplier information, business reports, commission or sales reports, and other financial and business information that would be reasonably understood to be confidential.

All confidential information (whether in written, oral, or electronic form) is transmitted to tial information in their possession.

SECTION B – RESPONSIBILITIES & DUTIES

1. Financial Obligation of IPC

In order to become an IPC and to maintain the IPC account, the IPC is not required to make any minimum purchase. In order to renew the IPC account, an annual fee (currently set at £23.50) must be paid and further details are set out in the section entitled "Annual renewal of IPC account status". IPCs who terminate the Agreement will be entitled to a full refund of the fee they have paid for the year in which they terminate the Agreement. The fee will be refunded upon request from the IPC.

2. Correct Address and Contact Information

No more than two IPC accounts may use the same mailing and/or shipping address.

Each IPC must submit and maintain a correct mailing and shipping address that accurately reflects where the IPC resides and/or is doing business. Email addresses and phone, fax, and cell phone numbers must also be kept accurate.

If the IPC has failed to notify TNI of a change in address and TNI is unable to deliver commissions, rebates, bonuses, or products to that IPC as earned or requested, the IPC account may be charged a reasonable administrative cost associated with TNI's efforts to correct the error.

In the event that any commissions checks remain undeliverable for ten months after the commission or bonus is earned or entitlement to rebate occurs, after a final effort to make contact by TNI, the outstanding funds remaining (less the charge for administrative costs) will remain with TNI until the IPC or the IPC's heirs request payment. TNI reserves the right to reject the request if the claim is expired by law. So long as the inability to receive money from TNI has arisen because of the failure of the IPC to maintain a correct address on file with TNI, any and all claims to prejudgment interest on any amount not paid are waived by the IPC.

3. Correct Tax/Social Security Identification Numbers

IPCs must submit and maintain accurate and truthful tax-related information to TNI. IPCs are informed that the UK VAT law requires all VAT related documents to be kept for at least 6 years.

TNI may void at its own discretion IPC accounts that are set up or maintained in any manner that includes a false social security or tax identification number, or use of the same without the knowledge and consent of the person or entity to whom it rightfully belongs. TNI reserves the right, but is not under any obligation, to seek verification of the information in question from the controlling interest of the IPC account, the hosting IPC, or any relevant governmental agency prior to making a determination that the agreement is void. Both the void and hosting IPC accounts will be required to pay to TNI any and all commissions, bonuses, and rebates

of any kind paid to an invalid IPC and forfeit any income or title

4. Training Requirement

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

5. Advertising Tahitian Noni™ Products and Programmes

derived as a result of the void IPC account.

IPCs should always protect the image of TNI and its products and take care to not promote, advertise or display Tahitian Noni $^{\text{TM}}$ products in an unprofessional manner or in an unprofessional environment.

A. Quick Reference to Advertising Policies

- IPCs must properly use, and obtain written approval from TNI Compliance prior to using Tahitian Noni International, Inc. trademarks or logos.
- Proper use of Tahitian Noni International, Inc. trademarks includes proper capitalization of the trademark (TAHITIAN NONI or Tahitian

Noni), and all trademarks must include the correct ® or ™ symbol, as indicated on the first page of this manual. The Tahitian Noni trademark must be written in all capital letters when referring to TAHITIAN NONI™ Juice.

- IPCs must clearly state both of the following statements in their ad: "Tahitian Noni™ is a trademark of Tahitian Noni International, Inc." and "Tahitian Noni International UK Independent Product Consultant."
- IPCs must have a signed Copyright Materials License on file with TNI Compliance if their advertisement includes TNI copyrighted images. The advertisement must include the following statement: "@Tahitian Noni International, Inc. Used with permission. All rights reserved."
- IPCs may not refer to ailments or diseases in any way. (Personal story experiences must be limited to, "I have used TAHITIAN NONI Juice, and I highly recommend it. I have felt healthy and good since drinking TAHITIAN NONI Juice." or equivalent expressions.)
- IPCs may use any phrases that are contained in TNI's literature on how Tahitian Noni products promote health, subject to TNI Compliance approval.
- If an IPC would like to use another IPC's previously approved advertising material, the IPC must receive his or her own approval from TNI Compliance for that material.
- IPCs must allow two weeks for the processing of an advertising approval request. IPCs must allow four weeks for the processing of a website advertising approval request.

B. Policies for All Advertising Materials

While TNI encourages all IPCs to take advantage of the marketing literature produced and provided for sale to IPCs by the company, TNI allows those IPCs who would like to produce their own advertising and promotional items to do so. However, all advertising of any type of media (including but not limited to printed or copied materials of any kind, newspapers, magazines, radio, the internet, television, video, etc.) must be approved by TNI Compliance prior to its publication or use. TNI reserves the right to require that approved IPC advertisements be edited or discontinued.

The IPC advertisement or promotional items must include the statement "Tahitian Noni International Independent Product Consultant." Each IPC advertisement or promotional item must also include the following sentence: "Tahitian Noni™, Tahiti Trim®, Tahiti Trim Plan 40®, TePoemä®, and Moéa® are trademarks of Tahitian Noni International, Inc." (IPCs need reference only those trademarked terms that actually appear on the advertisement, as directed by TNI Compliance.) A trademarked term must be marked with the appropriate symbol each time it appears in a heading. The advertisement needs only to reference the first time that a trademarked term is used in the body of the text on each page of advertisement. The Tahitian Noni™ trademark must be written in all capital letters when referring to TAHITIAN NONI™ Juice.

Privately published media that uses Tahitian Noni International, Inc. trademarks or that is used in connection with the sale of Tahitian Noni products must also be approved by TNI Compliance prior to its use. Failure to receive approval for advertising material of any kind may result in disciplinary action against the IPC(s) responsible.

Since advertising regulations differ between countries, an IPC must receive approval for the material in the country in which it will be distributed or used.

IPCs may obtain approval by submitting a copy of the proposed advertisement or statements that are going to be made prior to recording or printing the advertising or promotional items. Proposed advertisements may be sent to TNI UK Compliance (ukcompliance@tni.com). Please allow two weeks for approval of submitted materials, and four weeks for the approval of submitted websites. Using advertising or promotional items that have not been approved may result in disciplinary action against the IPC account.

C. Advertising to Persuade Persons Becoming IPCs

An IPC shall not issue, circulate or distribute any advertisement (other than those that form part of a newspaper or magazine or are transmitted by radio or television) which contains information likely to lead directly or indirectly to persons becoming IPCs unless the advertisement contains the name and address of TNI-UK (for IPCs in the UK or Ireland) or TNI-UK and its local sales affiliate (for other IPCs), describes TAHI-TIAN NONI™ Products and services supplied and contains the following wording:

- It is illegal for a promoter or participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme.
 - Do not be misled by claims that high earnings are easily achieved.

The statements above must:

- not appear at the beginning or the end of the advertisement;
- insofar as the advertisement contains any information as to the sources of income for IPCs from distribution in the trading scheme, appear together with such information and be given no less prominence than such information;
- be easily legible or audible; and
- be afforded no less prominence than that given to any other information

in the advertisement apart from the heading of the advertisement.

D. Use of Tahitian Noni International, Inc. Trademarks, Logos, Brands, or Intellectual Property

Unless contained in TNI-produced marketing materials, IPCs are not permitted to use Tahitian Noni International, Inc.'s trade name or any of its trademarks or service marks without prior written approval of TNI.

E. Advertising in Unopened Countries

TNI prohibits advertising in countries for which an official opening date has not been announced. Even after an official opening date has been announced for business in a certain country, IPCs may not use any Tahitian Noni International, Inc. trademarks, trade names, logos, phone numbers, graphics, or any other intellectual property of TNI without written permission or before the date TNI has officially opened for business in that country.

F. Reproduction of TNI Materials

IPCs may not produce or reproduce, for sale or personal use, products sold by TNI. This includes TNI-produced literature, audio, video or electronic material, presentations, events or speeches, and conference calls. Video taping, audio taping or still photography of TNI meetings and conferences is allowable at the discretion of the meeting host.

G. Unsolicited E-mail

TNI does not allow IPCs to participate in advertising any products or programmes through "spamming" or any unsolicited email of any kind, including but not limited to 1) mass e-mail, 2) unauthorized or unethical posting of advertisements on newsgroups, or 3) buying e-mail lists from any group or person and then sending messages to persons on those lists. Harassment, whether through language, frequency, or size of messages, is prohibited.

H. Fax Blasting

TNI does not allow IPCs to send unsolicited faxes advertising TNI products or programmes. Faxes should only be sent to those who have inquired or requested that such information be sent to them.

I. Product Claims

TNI expressly prohibits IPCs from making therapeutic or medical claims about any Tahitian Noni products. TNI provides approved literature for the sale and representation of its products. Any claim of cure or treatment is strictly prohibited. Any recommendation of product use other than the usage recommended by TNI is prohibited.

The EU and local laws have developed laws that prohibit mentioning diseases or ailments in the promotion of food. These laws apply even if the claims are true, and include inferences or implications of cure or treatment as well as express statements. They apply to direct statements as well as personal stories/experiences, since these imply a curative use of Tahitian Noni products.

Although official abstracts from scientific journals are legitimate sources of information, please submit any information you wish to publish to TNI-UK Compliance for review before proceeding.

J. Personal Stories/Experiences

Personal Stories/Experiences must be the IPC's own and must expressly avoid any claims of cure, treatment, or prescription. They must not include a list of ailments, body systems, or diseases in any way. For example, an acceptable personal story/experience might read: "I have used TAHITIAN NONI™ Juice, and I highly recommend it. I have felt great since drinking TAHITIAN NONI™ Juice." IPCs must obtain written permission from TNI for use of a personal story/ experience in any type of written advertising.

K. What You May Say about TAHITIAN NONI™ Juice

- The fruit and juice of the Morinda citrifolia plant have been used by Polynesians for over 2,000 years.
- TAHITIAN NONI™ Juice supports body systems.
- TAHITIAN NONI Juice has been studied by researchers through
- TAHITIAN NONI Juice has been subject to considerable scientific study.
- TAHITIAN NONI Juice is an exclusive product of Tahitian Noni International.
- TAHITIAN NONI Juice is being used by thousands of people with unbelievable results.
- Morinda citrifolia has been valued by traditional Polynesian culture for its healthy benefits.
- Prior to introducing TAHITIAN NONI Juice, TNI spent nearly three yearsmarket testing and researching TAHITIAN NONI Juice.
- TAHITIAN NONI Juice is a rich source of antioxidants.

L. What You May Not Say about Tahitian Noni Products

- Tahitian Noni™ products cure any illness, disease, or ailment.
- Tahitian Noni[™] products are used to treat any illness, disease, or ailment.
- Tahitian Noni™ products heal any illness, disease, or ailment.
- Tahitian Noni[™] products replace regular medical treatment or prescription drugs.

M. Spokespeople and Advisory Board Members

IPCs may use the materials produced by TNI that contain endorsements in the promotion of Tahitian Noni products, but IPCs may not produce advertising material with the same endorsements. Such endorsements

are meant for the benefit of all IPCs.

TNI-contracted Spokespeople and Advisory Board Members are sometimes willing to speak at private IPC meetings, provided that the IPC pay all travel expenses. All contact with these individuals must be arranged through the TNI Public Relations Representative for Europe.

N. Income Claims and Representation of the TNI Compensation Plan

IPCs must truthfully and fairly describe TNI's compensation plan. No false or misleading income claims may be made to other IPCs or to prospective IPCs as a means of recruiting them. IPCs may not add to or modify TNI's compensation plan, nor may IPCs represent any part of the IPC's own programmes as a part or aspect of TNI's compensation plan. An IPC may not use his or her own income or the incomes of other IPCs as indications of the success assured to others. Commission checks may not be used to guarantee commissions or estimate expenses to prospects.

The power of the TNI compensation plan may be accurately shown using the TNI-approved materials. Each IPC must be trained so that it is clearly understood that success comes from the effort, dedication, resources, and time he or she commits to this enterprise.



O. Representation of the TNI Brand Message and Success Path Programme

IPCs must truthfully and fairly describe the TNI Brand Message and Opportunity and the Success Path Programme. IPCs may not add to or modify TNI's brand message or opportunity or the Success Path Programme, nor may IPCs represent any part of the IPC's own programmes as a part or aspect of TNI's brand message or opportunity or the Success Path Programme.

P. Television and Radio Advertising

All radio and television ads must contain the following two sentences:

- This advertisement has been paid for and produced solely by an Independent Product Consultant of Tahitian Noni International.
- Tahitian Noni™, Tahiti Trim®, Tahiti Trim Plan 40®, TePoemä®, and Moéa® are trademarks of Tahitian Noni International, Inc. (IPCs need reference only those trade marked terms that actually appear on the

advertisement.)

Advertising done on the radio or television must follow a pre-approved script. There must not be any question/answer sessions or any similar situation where TNI cannot pre-approve what is said. IPCs must follow all policies, including the "What You May/May Not Say" guidelines, for the country in which the advertising is done.

Q. Business Cards and Stationery

Stationery, letterhead, business cards, etc. may be ordered through www. NoniOffice.com.

IPCs may also design their own stationery, letterhead and business cards, etc. These designs must be submitted to TNI Compliance for approval before being printed or distributed.

R. Telephone Answering

IPCs may not answer the telephone or use a recording solely stating "Tahitian Noni International," "TNI" or any other communication that would lead the caller to believe they have reached any TNI company offices.

S. Telephone Listings

IPCs must submit all proposed telephone listings to TNI Compliance for review prior to submitting the listing for publication. All telephone listings must state that the IPC is a "Tahitian Noni International Independent Product Consultant" and may not state or suggest that the listing is for Tahitian Noni International, Inc.

T. Telephone Recordings

IPCs must submit all proposed telephone recordings, telephone messages, pre-recorded information messages, "peak interest" messages, recorded conference calls, etc. and the telephone numbers for any such recordings to TNI Compliance for approval prior to using the recordings, messages or telephone numbers in any advertising or promotional materials.

U. Third-Party Materials and Literature

Any literature created by or with the assistance of a third party containing express or implied curative and/or income claims may not be used in conjunction with the sale or advertisement of Tahitian Noni products. Any IPC using such materials in connection with TNI and/or Tahitian Noni International, Inc. trademarks may be subject to discipline.

V. Tradeshows and Exhibitions

TNI encourages its IPCs to display and represent Tahitian Noni products in reputable trade shows and exhibitions. Flea markets, swap meets, or similar events will not be approved. IPCs must receive permission from TNI Compliance to do so prior to the event. Each IPC is responsible for obtaining his or her own individual permission from TNI Compliance for the event; IPCs may not obtain permission for the event on behalf of another IPC. At TNI's sole discretion, more than one IPC may be approved to participate in an event. As a general rule, only one IPC will be approved for each event.

An IPC must submit to TNI Compliance either a copy of the proposed contract regarding the space to be used for the display or a reputable source of information describing the event and dates. IPCs are responsible for obtaining their own authorization from the event organizers.

The event must occur no more often than once a month. Only TNI-approved signage, literature or advertising in any medium may be used at such an event. Product samples may be given and products may be sold. The IPC must be identified as a Tahitian Noni International Independent Product Consultant.

TNI Trade Show and Exhibition policies include additional and differing policies for Tahitian Noni Equine products. Only certified Equine IPCs may display and sell Tahitian Noni products at equine-related shows and events. For these guidelines specific to equine shows and events, please see the Tahitian Noni Equine Product section in this manual.

W. Media Inquiries

Media inquiries regarding TNI or its products must be referred to the TNI Public Relations Representative for Europe to be answered by the Public Relations Department.

X. Press Releases

IPCs may include a link on their personal websites to TNI's press releases. TNI's press releases may be found on www.TahitianNoni.com and on www.NoniOffice.com.

IPCs may not release or submit any press releases to any wire services or any similar distribution channels.

If an IPC wishes to create his or her own press release, the IPC must submit the press release to TNI Compliance before publishing or distributing the press release. IPCs may not make statements that would mislead a person to believe that the IPC is a member of TNI's Public Relations Department.

Y. Internet Advertising

TNI allows IPCs to advertise on the internet on their own personal sites, or other sites as determined by TNI, provided the IPCs comply strictly with all policies and procedures outlined in this manual. TNI does not allow IPCs to advertise on weblogs or blogs. All internet use of corporate trademarks, logos, or other intellectual property of Tahitian Noni International, Inc. must comply with the guidelines outlined in this manual and be approved by TNI prior to use.

Websites may not be published on the internet or indexed to internet search engines prior to receiving approval from TNI Compliance. In order to approve a website, TNI may require a hard copy of the website and all web pages linked to that site. IPCs must allow four weeks for such approvals to be processed.

Any alteration of an approved website or any of its contents without prior written approval from TNI may, at TNI's discretion, result in suspension or termination of that IPC. The use of any material that, in TNI's sole discretion, is deemed to be pornographic, discriminatory, or otherwise offensive is strictly prohibited and may subject the IPC to immediate termination. Links from a web page containing information concerning TNI or its products to a page containing such inappropriate information may also subject the IPC to immediate termination.

IPCs are responsible for all content on any pages of their website, including content that may have been added by an IPC whom the IPC has allowed to have a personalized page on the site. An IPC who plans to allow other IPCs to have a personalized page on the site must arrange with TNI Compliance an approval process for those personalized pages.

The IPC must ensure that the website complies with the numerous requirements set out by the legislation on e-commerce and distance selling and, in general, by consumer protection laws, as well as by data protection laws.

i. Web Page Setup

The URLs and domain names of IPC websites are subject to approval by TNI Compliance. Every web page of an IPC website must be approved by TNI Compliance prior to being published on the internet or

being indexed to internet search engines. The IPC must head and foot each page with the sentence "Tahitian Noni™, Tahiti Trim®, Tahiti Trim Plan 40®, TePoemä ®, and Moéa® are trademarks of Tahitian Noni International, Inc." (IPCs need reference only those trademarked terms that actually appear on the advertisement). Then the site only needs to reference the first time that a trademarked term is used on each page. The site must also have a header and footer on each page with the words "Tahitian Noni International Independent Product Consultant."

ii. Use of Tahitian Noni International, Inc. Trademarks and Service Marks in URLs and Domain Names

In order to preserve and protect its trademarks, TNI has prohibited all use of its trademarks and service marks, in any form, in internet website URLs and domain names. This includes but is not limited to the Tahitian Noni International, Inc. trademarks Tahitian Noni™, Tahiti Trim®, Tahiti Trim Plan 40®, TePoemä®, and Moéa® either individually or in combination with other words.

iii. Use of Buried Codes, Hidden Text, and Metatags in IPC Websites

All use of TNI trademarks, trade names, logos, or copyrighted material in buried codes, hidden text and metatags must be authorized by TNI, as with all other trademark usage. Buried codes, hidden text and metatags may not make any implicit medical claims or use words that refer to illnesses or diseases.

iv. Internet Sales

IPCs are allowed to advertise and sell Tahitian Noni products on their personal websites. The IPC is responsible that such sales are in compliance with all relevant laws with respect to consumer protection and e-commerce. IPCs may not advertise or sell Tahitian Noni products on other websites, including but not limited to online malls, online auctions, online stores, or virtual shopping sites. Such sites are considered by TNI to be public retail establishments (see "Sale and Display of Products").

v. Multiple Products/Services on Personal Websites

IPCs are permitted to link a page about Tahitian Noni products to a home page on which multiple products or services are sold or advertised. Both the Tahitian Noni products page and the home page must comply with TNI's advertising policies and guidelines and must be approved by TNI. The Tahitian Noni products page itself must advertise only Tahitian Noni products and not link to any of the other products. TNI reserves the right to deny approval of placing Tahitian Noni products on a home page with products or services of a questionable or offensive nature.

vi. Linking a Personal Tahitian Noni Products or Business Website to Other Sources of Information

IPCs may not link their personal websites that advertise Tahitian Noni products to any website which TNI deems to be of a questionable or offensive nature. IPCs may not link personal websites to websites that contain curative or income claims.

IPCs are permitted to include direct links on their personal Tahitian Noni products websites to www.TahitianNoni.com (or their Noni Office version of www.TahitianNoni.com) and to other websites that have been officially approved by TNI Compliance.

IPCs may include links on their personal websites to other sites, including those that contain legitimate scientific research. When linking to other sites, an intermediate disclaimer page must be included. This page must be between the personal site's home page and the third-party research website and be free of everything but the disclaimer. The disclaimer should read:

"The link you have clicked on leads to a website not endorsed or operated by Tahitian Noni International. The information and views expressed on that site are solely those of the owner of that site and do not constitute advertising of Tahitian Noni products. If you have read and understood this disclaimer, click below to continue."

This intermediate page would then continue on to the third-party website. The website must be on a separate website domain and not have a reciprocal link back to the IPC's personal website.

vii. Advertising on Social Networking Sites, Video Sharing Sites and Blogs/Weblogs

IPCs may advertise Tahitian Noni™ products on social networking sites (such as MySpace and Facebook), video sharing sites (such as YouTube and Google Video), and blogs/weblogs under the following conditions:

- The intended advertising or promotion is permitted by the site to which the IPCs has subscribed. IPCs need to ensure that they abide by the rules and policies of the sites.
- The content of the IPC's page or posting on the site must be rel-

evant to the purpose of promoting or advertising Tahitian Noni™ products;

- The content of the IPC's page or posting on the site must be appropriate to the needs and expectations of the targeted audience;
- The content of the IPC's page or posting on the site must not be offensive, lewd or malicious.

In addition, the primary purpose of the parent sites must not be offensive, lewd or malicious, and must be in keeping with the founding principles of Morinda/Tahitian Noni International.



IPCs are responsible for all content on these sites, including any comments made on the sites by third parties. Any content or statements relevant to the promotion of TNI's brand, products or business need to be submitted to the Compliance Department for approval prior to its posting. IPCs are responsible to delete or edit any content and comments that are not compliant with TNI's policies. The above policies amend the general prohibition against advertising on blogs and weblogs.

5. MARKETING TAHITIAN NONI™ PRODUCTS AND PROGRAMMES

A. Retail Sales Policy

Only authorized IPCs with whom TNI has a signed agreement may sell Tahitian Noni™ products. It is against TNI policy for IPCs to sell Tahitian Noni products for the purpose of resale by others.

B. Sale and Display of Products

Tahitian Noni products may not be sold, displayed, or stored in public retail establishments, including but not limited to health food stores, grocery stores, chain stores, shopping malls, internet auction sites, internet malls, internet stores, virtual shopping sites, or other establishments in which the primary function is the retail sale of products as opposed to professional services. TNI advertising or promotional materials may not be displayed inside or outside such retail establishments.

Tahitian Noni International 29

Tahitian Noni products may be sold and displayed in private or restrict-ed-access offices, clubs, etc. Such establishments are those in which the general public is not allowed unless by appointment or through a membership and in which the primary function of the establishment is the provision of services and not products. Tahitian Noni products and promotional materials may be displayed in the interior of such establishments. These materials may not be placed on the outside of these establishments, such as a wall or window that is accessible by the public.

IPCs who are selling or displaying products in a service establishment must notify TNI with the location name and address, and what services are provided in the service establishment.

TNI Sale and Display of Product policies include additional and differing policies for Tahitian Noni Equine products. For these guidelines specific to equine products, please see the Tahitian Noni Equine Product section in this manual.

C. Retail Sales Records

From time to time TNI-UK may request copies of retail sales records for the purpose of developing data and statistics about the sale of TAHITIAN $NONI^{TM}$ Products at the retail level. These records will be used solely for developing these statistics and evidence no intent to oversee the IPC's retail sales activity or the IPC's retail price policy.

D. IPC Contact with Customers and with other IPCs and Rewards members

IPCs should use the customer order form provided by TNI when dealing with retail customers. The Customer Order Form will serve as a written receipt completed which the IPC will provide to each retail customer upon sale of Tahitian Noni products. However, for any retail orders placed directly with the company, TNI will include the appropriate receipt with the order.

Contact with potential retail customers and with other IPCs and Rewards members will be made in a reasonable manner and during reasonable hours. A demonstration or sales presentation will be discontinued upon the request of the potential customer or the IPC. IPCs are responsible for ensuring that they comply with all relevant laws and regulations in respect of IPC sales to retail customers.

E. Government Representations

IPCs may not represent that TNI's compensation plan has been approved by any government agency. IPCs must accurately represent any government approvals relating to Tahitian Noni products. IPCs may not represent that TNI has any exclusive arrangement with any government regarding access to or use of any products.

F. Exclusivity Claims with TNI

IPCs are prohibited from using a familial relationship to any founder, country manager, or employee of TNI to promote either themselves or their IPC accounts. IPCs are prohibited from using their former employment at TNI to promote either themselves or their IPC accounts. IPCs may not allege or imply that the IPC has unique access or a special advantage with TNI executives or employees that other IPCs do not have. IPCs may not represent themselves as founders, country managers, employees, executives, etc. of TNI. IPCs doing business in a business name may use their personal name and picture in promotional literature or advertising.

G. Repackaging of Tahitian Noni™ Products

IPCs may not repackage Tahitian Noni™ products or materials.

H. Selling Products or Materials to Other IPCs

It is TNI's policy that IPCs may not offer Tahitian Noni products or materials for sale to other IPCs, or for IPCs to purchase Tahitian Noni products from other IPCs. In an emergency, one IPC may lend products to another IPC. The borrowing IPC must then order replacement products from TNI and have these products drop-shipped to the lending IPC.

I. Sales outside the EU/EEA

IPCs may not ship Product from one European Union (EU) country (including any country of which the future accession to the EU has been acquired) or European Economic Area (EEA) country, in which Tahitian Noni International is doing business, into a non-EU/EEA country in which Tahitian Noni International is or is not doing business. In all non-EU/EEA countries in which TNI-UK or any member of the Group is doing business, the local Tahitian Noni International corporate entity and the country manager will be the only authorized importer of all TAHITIAN NONI™ Products. Tahitian Noni International has spent great amounts of time and money registering Product in the country, preparing labels for the country, and having lawyers and regulatory officials review our procedures, Products, and materials. These are country-specific, and shipping from one EU/EEA country to non-EU/EEA countries circumvents this process and seriously damages the efforts of Tahitian Noni International to comply with local law.

J. International IPC Activity in Unopened Markets

It is TNI's right to open new markets. TNI does not give any IPC sole or

exclusive access to any market, and any claim to such effect is false. TNI does not authorize any third party to obtain importation rights or product approval in any country. TNI reserves these rights exclusively for itself and its designated agents. TNI Access is currently the entity authorized by TNI to act in this capacity for TNI. Unless otherwise specified, products purchased by IPCs through TNI Access are for per-

sonal use only by IPCs.

Until TNI has issued an official announcement about the opening of a specific country, IPC meetings are prohibited in that country. A meeting is defined as any gathering where TNI's marketing opportunity and/or its products are discussed that is attended

by five or more people. TNI meetings will be allowed in unopened countries after the following conditions have been met:

- 1. An official TNI opening date has been announced.
- 2. Official "Meeting Guidelines" for that country have been published.

IPCs holding these pre-opening meetings must carefully follow the published "Meeting Guidelines" for that country. These guidelines will be published within the official country-opening announcement.

K. Obtaining IPC Organization Information

Most IPC organization information necessary to successfully operate an IPC account can be found at www.TahitianNoni.com and www.NoniOffice.com. An organization report that contains the name, ID# and country of an IPC's success line may be obtained after a signed Organization Report Non-Disclosure Agreement is on file with the company. The organization report will be sent to the address or fax number on file for the IPC. Organization reports will only be sent to the IPC whose success line is on the report.

L. Vendor Confidentiality

TNI's business relationships with its vendors, manufacturers, and suppliers are confidential. IPCs may not, directly or indirectly, contact, speak to, or communicate with any vendor, supplier or manufacturer of TNI about TNI or other business ventures. IPCs may communicate with the vendor, manufacturer, or supplier, about TNI at a TNI-sponsored event where the vendor, supplier, or manufacturer is present at the request of TNI.

M. IPC Access to TNI Offices

All IPCs who visit any TNI office must sign in at the front desk and obtain and wear a visitor badge. All IPCs must be accompanied by a TNI employee at all times while on the premises.

N. Reliance on Corporate Officer or Employee Opinions or Representations

TNI has an extensive support system to assist IPCs in building their businesses. Customer support staff, Premier Leader Representatives, and VIP Services are provided to facilitate the ability of IPCs to effectively run their IPC accounts. Corporate officers and managers strive to remain close to IPCs and their customers. However, except as outlined below, support staff is not authorized to issue binding opinions regarding the policies in this manual, the significance of the terms of the IPC Agreement, the creation of a contract, or the qualification or sales statistics regarding any IPC account.

Any legally binding interpretation of an IPC Agreement provision or policy expressed in this manual, or the creation or interpretation of any other contract, must be in writing and can come only from the TNI Legal Department or by a resolution of the TNI Board of Directors.

Because TNI employees and officers are not authorized to give opinions or make representations to IPCs except as noted above, IPCs are not authorized to rely on such opinions when they are contrary to the stated policies, and TNI specifically disclaims liability for any reliance thereon by any IPC.

6. TAHITIAN NONI™ EQUINE PRODUCTS

A. Introduction

Many people in the equine industry are accustomed to purchasing products for their horses while on the move from one equine event to another. In some cases these horse owners and trainers are away from home for months at a time. They rely on tack shops and feed stores in the areas where the events take place to provide for the needs of their horses. In order to meet the challenges presented by this, while at the same time maintaining the unique and special image of Tahitian Noni Equine products, certain special privileges and authorizations are provided to certified Equine product IPCs in good standing which are not available to other IPCs.

B. TNI Equine Product Retail Sales

TNI Equine products may be advertised in feed stores, tack shops and veterinary clinics, provided that the store, shop, or clinic owner or manager is an Equine certified IPC in good standing, and the posters, banners, brochures, and other advertising material used have been purchased directly from TNI or have been approved by TNI Compliance. Tahitian Noni Equine products, including empty containers, may not be displayed in any retail outlet, either as a for-sale item or as a sample. However, advertisements purchased directly from TNI or advertisements approved by TNI Compliance may invite customers to inquire about the products. Inquiries should be handled by the store manager or owner who is a certified Equine product IPC. Sales may be made as a result of these inquiries, but the resulting transaction must not be done using the retail procedures or accounting system of the store. The Equine Product Retail Sales Policy applies only to Tahitian Noni Equine products.

C. Equine Shows & Events

Only Equine Certified IPCs may display and sell Tahitian Noni Equine products at equine-related shows and events.



Equine certified IPCs may display and sell all Tahitian Noni products, including Tahitian Noni Equine products, at official equine shows and events. These shows and events would include but not be limited to tradeshows, expos, fairs, rodeos, barrel races, horse shows, etc.

More than one Equine Certified IPC may sell and display Tahitian Noni products at equine shows and events. IPCs are responsible for obtaining their own authorization from the event organizers.

IPCs are required to notify TNI Compliance, prior to the event, of the names and dates of the equine events at which the IPC plans to sell and display Tahitian Noni Equine products. The notification may be e-mailed, faxed or otherwise communicated to the UK Compliance Department.

Equine Certified IPCs may attach signage or advertisements approved by TNI Compliance to their vehicles and may sell all Tahitian Noni products from their vehicles at official equine shows and events where permitted by the event organizers. This will also apply to mobile tack shops and temporary booths at official equine events and shows.

SECTION C – ADMINISTRATION

1. BECOMING AN INDEPENDENT PRODUCT CONSULTANT (IPC)

A. Eligibility Requirements

It is an essential part of TNI-UK's distribution system that the customers be given the opportunity to see, test and judge the Products at their leisure, away from retail stores or other permanent retail locations. For this reason (and without prejudice to the IPCs' right not to sell the Products, as explained above, in the section "Freedom of IPCs under the Agreement"), only persons who agree to sell the products through direct selling (i.e. selling directly to consumers on a person-to-person basis, away from retail stores or other permanent retail locations) are eligible to be TNI-UK IPCs.

As set out above (see section "Founding Principles of Tahitian Noni International"), honesty and integrity are central to the TNI network. In order to protect its customers from illegal or deceptive selling practices, TNI-UK shall only accept as IPCs persons or entities who strictly avoid all deceptive, misleading, discourteous, unethical, and immoral conduct, and who strictly observe the DSA Code of Business Conduct and the DSA Consumer Code.

Personal Hosts and Placement Hosts have a particular responsibility to provide guidance on the above principles. Information on Products is available from TNI-UK on request and on the www.TahitianNoni.com website.

B. Benefits of Being a TNI-UK IPC

TNI-UK IPCs are entitled to several benefits. The main benefit is the right to purchase the Products at wholesale price without limitation (subject to the 70% Rule). Other benefits include the access to the database of TNI-UK (see section "Obtaining IPC Organization Information"), the quidance offered by the Personal Hosts and Placement Hosts (see section "Training Requirement"), and the right to bear the title of TNI-UK IPC.

C. Application Process for Becoming an IPC:

A person or entity may become an IPC. There are three ways to apply:

- 1. Registering through the TNI telephone sign up and subsequently completing, signing, and returning an IPC Agreement to TNI by fax, mail, in person, or emailing a scanned copy of the document.
- 2. Registering via electronic sign up over the internet.
- 3. Registering by completing, signing, and returning an IPC Agreement to TNI by fax, mail, in person, or emailing a scanned copy of the document.

An individual may apply to be an IPC under his or her own name or

under a "doing business as" (DBA) designation with the name of the individual as the contact person for the IPC account. An entity applying to be an IPC must use the third method above and must submit all necessary business documents at the time of application.

IPCs must accept the terms and conditions of the IPC Agreement online on www.TahitianNoni.com or www.NoniOffice.com, or must mail, fax, or scan and email a copy of their signed IPC Agreement within 30 days if the IPC has signed up by method 1. If submitting by fax, both the front and back sides of the IPC Agreement and must be received

by TNI. The IPC must return the original Agreement or a copy thereof to TNI-UK Ltd and maintain a copy for his/her own record. TNI reserves the right to request legal proof of identification from an IPC, e.g. driver's license, passport, or other form acceptable to TNI.

IPCs must be of legal age in the state in which the IPC resides. IPCs must pay the application fee (currently £23.50), and will receive a free starter kit upon sign up. No initial purchase other than the application fee is required. IPCs who sign up through the telephone or the internet are on temporary status until a properly completed and signed IPC Agreement is received and accepted by TNI within 30 days of the application. If a valid IPC Agreement has not been received within 60 days of sign up, TNI reserves the right to place a hold on the IPC account and not allow any further orders of products until such documentation has been received. If a valid IPC Agreement has not been received by TNI within 90 days after the sign up, TNI reserves the right to terminate the IPC account.

TNI reserves the right to reject any IPC Agreement that is incomplete or otherwise unacceptable. Upon discovery of incomplete or unacceptable information on a previously accepted IPC Agreement, TNI reserves the right to void the IPC account.

D. Ordering Products

TNI-UK is unable to receive or process any payment or supply any Products until a copy of the Agreement which has been signed by both parties is received by the IPC.

To order TAHITIAN NONI™ Products, the IPC should complete the order form, which can be obtained from TNI-UK (for IPCs in the UK or Ireland) or the local sales affiliate (for other IPCs) or by telephone using the TNI-UK order line (for IPCs in the UK or Ireland) or (for other IPCs) the order line for the local sales affiliate. Together with the payment of the first order of Products, a fee must be paid into the bank account

of TNI-UK mentioned in TNI-UK's contact details at the beginning of this Policy Manual for the country where the IPC is located. The amount of the fee is currently set at £26 plus VAT and may be subject to change from time to time. A description of the current Products available is set out in the Product list that accompanies this Policy Manual. The Product list is subject to review and up to date Product lists can be obtained from the TNI-UK website or by telephoning the order line.

E. Withdrawing an IPC Application Within Fourteen Days

Any IPC who desires to withdraw his or her application to be an IPC within fourteen days of signing up may do so by notifying TNI by phone, fax, or e-mail. Upon TNI's receipt of the request, the annual fee will be refunded in the same medium it was paid. Any IPC who withdraws his or her application is subject to the Six Month Waiting Period policy.

F. Independent Contractor Status

IPCs are independent contractors. For both taxation and legal purposes, IPCs are not franchisees, joint ventures, partners, employees, or agents of TNI. IPCs are prohibited from stating or implying anything to the contrary, either orally or in writing. TNI is not responsible for payment or co-payment of any employee benefits. If the government of an IPC's local jurisdiction requires TNI to withhold taxes related to the IPC's status, TNI will deduct such amounts from the IPC's commissions prior to issuing the commissions. In the event that TNI or a competent authority finds that any withholding taxes, interest or penalties associated with the IPC's commissions payments remain outstanding after the commissions have been issued, TNI will deduct such amounts directly from the IPC's future commissions payments. If TNI is required to garnish an IPC's commissions pursuant to a court order, TNI will deduct such amounts from the IPC's future commissions payments.

An IPC has no authority to bind TNI or incur any obligation on behalf of TNI. IPCs set their own hours and determine how to conduct their TNI business within the policies established in this manual. IPCs are responsible for their own liability, health, automobile, disability, workers compensation, and all other insurance. Please note that homeowners' insurance policies generally do not provide coverage for any commercial activities conducted in the home. In promoting and selling TNI's products to third parties, the IPC will act as a principal, selling the products solely on the IPC's own account. The IPC will not enter into any contract as agent for TNI without TNI's express prior written consent.

G. Signing Up as an Individual or as a Business Entity

Entity applications must be signed by an authorized officer of the corporation, partnership, or trustee of the trust. These applications will become the binding IPC Agreement for such entity. All business sign ups must be done using both an IPC Agreement and a Business Application Addendum. TNI must be notified in writing if any of the information contained in the required documents changes in any way and be given updated or revised versions of those documents.

H. Co-applicants

Only individuals who are married or living as such are allowed to apply as co-applicants without a written agreement between the applicants. The spouse of an IPC, de facto or common-law spouse, or cohabitant is always considered to have a beneficial interest in the primary applicant's IPC account and may not sign up as a separate IPC (see "Simultaneous Interests" policy). To add any other co-applicant, the primary applicant must submit written documentation designating the secondary applicant as the co-applicant of the primary applicant on the account and explaining the nature of their business agreement.

Co-applicants have the right to contact TNI on behalf of the IPC to receive information about the IPC account, and place orders under the IPC ID number. The co-applicant is not allowed to sign for host changes or make any request which alters the status of the IPC account without written authorization from the primary applicant. Commission and bonus checks will always be in the name of the primary applicant.

I. Signing Up As a Business Entity

For more information on signing up an IPC account in the name of a partnership, a trust, a corporation, an LLC, or a non-profit organization, or other business entity, please go to www.NoniOffice.com.

J. Relationship to Hosts

The relationship between an IPC and his or her personal and placement hosts is central to the operation of a successful TNI business. TNI recognizes this relationship as binding upon proper sign up by the methods listed under "Becoming an Independent Product Consultant (IPC)."

The personal and placement hosts of an IPC are identified in the IPC Agreement. If the new IPC is placed immediately below the personal host, then the personal host and placement host are the same. If the IPC is placed at any level below the first line of IPCs below the personal host, the IPC immediately above the new IPC is the placement host. Personal

and placement hosts must always be in the same organization, with the personal host above the placement host in the same line, in order for commissions to be correctly calculated.

It is important that great care be exercised in selecting the personal host for an IPC account. A personal host has the right to place a new IPC anywhere in his or her organization. This means new IPCs may or may not be working directly with their personal host. A new IPC should also understand that titles and commissions based on purchases and sales of Tahitian Noni™ products will be awarded or paid to his or her personal and placement hosts based on the performance of the IPC account.

K. Conflicting Personal Host or Placement Host Information

Where host information on the submitted IPC Agreement conflicts with information previously received via phone, written, or internet sign up, the phone, written, or internet sign up information is presumed to be correct and will control. In the case of any other discrepancy, the IPC Agreement will prevail. TNI reserves the right to make host and commission adjustments if it concludes, in its sole discretion, a TNI employee error was made during the sign up process.

If, after completing the sign up process, an IPC or Rewards member changes his or her mind about who should be the personal or placement host, a completed Error Correction Form must be submitted to TNI within 14 days of the sign up of the IPC account. This form can be found on www.NoniOffice.com or in the back of this manual.

L. Hosting

IPCs may host other IPCs in any other country in which TNI is officially doing business. IPCs must ensure that each potential IPC has reviewed and has access to the current Tahitian Noni International Policy Manual prior to or at the time of giving the individual an IPC Agreement.

M. Complaints

If the IPC has any complaints about TAHITIAN NONI™ Products or services provided by TNI-UK or its local sales affiliates, the IPC should contact the appropriate office.

N. After Sales Services

During the term of the TNI-UK IPC account, if the IPC has any queries about the Products or the IPC account, the IPC should contact TNI-UK or the local sales affiliate.

2. CHANGING THE STATUS OF AN IPC ACCOUNT

A. Active IPC or Inactive IPC Status

The IPC Agreement allows a person to become an IPC with or without any purchase of products. Becoming and maintaining an active IPC account requires consistent sale of products through the IPC account; an inactive IPC account does not require consistent sale of products.

Additional benefits are granted to IPCs who maintain a minimum activity level. These privileges include receiving Fast Start and Unilevel commissions and various other bonuses, hosting new IPCs into the organization, and signing for host changes.

This minimum activity requirement is to:

be a participant in the Case AutoShip (CAS) programme, or

sell through the IPC account* at least a cumulative 60 QPV in the current and prior two calendar months and a) have at least one placement hosted IPC on the first level with at least 60 QPV accumulated over the current and prior two calendar months, or b) have at least one personally hosted IPC with at least 60 QPV accumulated over

the current and prior two calendar months.

*Selling through the IPC account includes purchases the IPC makes for his/her personal use.

If an IPC does not maintain this minimum activity, he or she will be placed on inactive IPC status. Inactive IPCs will be able to continue to purchase products at IPC prices using their IPC ID number. Inactive IPCs will also be able to receive the price difference between the IPC price and the retail price paid by retail customers who use the inactive IPC's ID number as the referring ID number when purchasing products.

IPCs may remain on inactive IPC status indefinitely, provided the IPC pays the renewal fee prior to his or her anniversary date each year. Any IPC account placed on inactive IPC status may return to active status by submitting an Inactive IPC Reinstatement Form (obtained from www.NoniOffice. com or at the back of this manual) along with a reinstatement fee (currently set at £10) to TNI. If the IPC elects to be on the Case AutoShip programme upon reinstatement, the fee will be waived. Reinstatement will occur as long as the qualifications for active IPC account are met and the renewal date of the IPC account has not passed. Inactive IPCs may only reinstate prior to their renewal date (see "Annual Renewal of IPC Status").

B. Changing Business Form of IPC account

An IPC who wishes to change his or her form of business from that of an

individual IPC to a participant in a corporation, partnership, or trust under the same host and IPC ID number may do so at any time, subject to all TNI policies, including the submission of a Sale of IPC Account Form to TNI Compliance. (See "Signing Up As a Business Entity" policy.)



C. Voluntary Resignation of IPC account

An IPC may terminate the IPC Agreement with TNI at any time. The contract may be terminated for any or no reason, and the IPC is not required to specify the reason to TNI.

The terminating IPC must send a signed written notice to TNI of the intent to terminate. The termination will be processed within 30 days of receipt of the resignation notice. Any request to terminate that TNI receives without the authorized signature of the IPC will be rejected. E-mail requests will be accepted if sent from the IPC's email address on file with TNI, or if sent from the IPC's www.NoniOffice.com account. If the IPC requesting resignation has any volume for which commissions have not yet been paid, the IPC account will not be terminated until those commissions have been paid out, unless otherwise requested in writing by the IPC. The IPC should not have any activity on the account once a resignation letter has been submitted to TNI.

Any IPC that desires to withdraw his or her voluntary resignation and be reactivated as an IPC account may do so at any time. If a letter is received within 30 days of TNI's receipt of the resignation notice, the organization of an IPC account will be reinstated to the IPC account. The IPC account will be reactivated immediately upon receipt of notice or as soon as commissions are finished calculating.

The Six Month Waiting Period policy will apply to any IPC who voluntarily withdraws from his or her contract with TNI.

D. Annual Renewal of IPC Status

Unless an IPC voluntarily resigns or is terminated for violation of TNI Policies, the length of an IPC Agreement, and each subsequent renewal, is one year. Case AutoShip-qualified IPCs will be renewed automatically and free of charge unless otherwise notified in writing. IPCs not participating in the Case AutoShip programme will be automatically renewed upon submitting a renewal fee as set by TNI. TNI retains the same discretion that it has to accept or reject a request to renew an IPC account as it does to refuse the initial IPC Agreement.

Failure to remit the renewal fee by the renewal date will result in a hold being placed on the account that will prevent the IPC from placing orders or hosting new IPCs until the fee has been paid. Checks for commissions, rebates, or bonuses already earned but not issued will continue to be issued. If the renewal fee has still not been paid 30 days after the renewal date, the IPC account will be terminated and all right to compensation earned and not yet issued by TNI will be forfeited. The terminated IPC account's success organization will be transferred to the next applicable personal and placement hosts in the IPC's hostline unless otherwise determined by TNI.

IPCs who have been signed up and operate through TNI Access will not be required to pay a yearly renewal fee but will instead be cancelled automatically if after 13 months the IPC has not purchased any products from TNI. Such IPCs may request to be reactivated at any time upon purchase of products from TNI but will not retain their previous success line organization if the IPC does request to be reactivated within 30 days of cancellation.

E. Reactivation of Previous IPC account

An IPC who fails to renew or who voluntarily resigns the IPC Agreement with TNI may reactivate his or her former IPC account without having to wait the Six Month Waiting Period. The IPC will be reactivated in the same place in the success organization. If the IPC reactivates within 30 days of termination, the organization of the account will be reinstated to the account. An IPC account that has been terminated by TNI for policy violations may not be reactivated unless approved in writing by TNI.

F. Reapplication under New Host-see "Six Month Waiting Period"

G. Six Month Waiting Period

An IPC who has a beneficial interest in any IPC account or Rewards membership and wishes to replace it with a beneficial interest in another existing or new IPC account or Rewards membership must terminate the current beneficial interest. He or she may initiate a beneficial interest in another IPC account or Rewards membership six months after his or her cancellation, six months from the date of the last order placed, or six months from the date that the IPC last had a beneficial interest in any IPC account or Rewards membership, whichever date is later. A beneficial interest in any IPC account or Rewards membership includes, but is not limited to, being a co-applicant on an IPC account, advertising Tahitian Noni™ products or the TNI business, participating in IPC meetings, directly or indirectly representing oneself as an IPC or Rewards member, financial assistance provided to an IPC account or Rewards membership, financial benefit from an IPC account or Rewards membership, etc. If a person wishes to continue using Tahitian Noni products during the six month waiting period, the person may place retail orders directly with TNI. TNI will lead share the volume from the orders to qualified Lead Share IPCs.

H. Hostline Release Policy

The six month waiting period may be waived if a completed Hostline Release Form is received by TNI for the IPC. The IPC can submit a completed Hostline Release Form to TNI Compliance, which will cancel the current IPC account. Upon cancellation, the IPC will forfeit his or her existing IPC organization, which will usually roll up to the next qualified IPC. Rewards members will roll up directly to TNI. The IPC will also forfeit all titles and privileges related to the cancelled IPC account, with the exception of product line certifications. TNI reserves the right to refuse any release at its discretion for any business or economic reason.

The Hostline Release Form requires the witnessed signatures of the eight hostline IPCs by placement host link, the five generations of hostline IPCs by personal host link, as well as that of the IPC who wishes to be released (duplication of signatures may be required). This procedure assures that all who would be affected by the release are in agreement. All Hostline Release Forms must be completed and received by TNI by the 15th of the month in order for the release to be processed for that month's commissions. If a signature or required witness information is missing at the deadline, the corrected form may be reviewed for change the following month. IPC signatures and authorizations will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorization is first submitted to TNI Compliance.

I. Owners of IPC Accounts Marrying

If two IPCs marry or become de facto or common-law spouses, the two IPCs may maintain their separate IPC organizations. If one of the IPC accounts is terminated, sold, assigned, or transferred to another person or entity after the marriage, the selling owner of the IPC account need not wait six months to become a co-applicant on his or her spouse's IPC account, provided the necessary documentation is provided to and processed by TNI.

J. Attachment Due to Court Action

An IPC account is an asset and as such may be subject to seizure by a judgment creditor, bankruptcy trustee, or other third-party. If TNI receives notice of a third-party claim to an interest in an IPC account, TNI will notify the IPC at the address on file with TNI.

If any judgment creditor, bankruptcy trustee, or other third party claims an interest in an IPC account, TNI will obtain legal advice regarding its responsibility to honour the claim. If, in good faith, TNI relies on such legal advice, TNI cannot be held liable by an IPC account or its owner for honouring the claim.

K. Annulment or Divorce

IPCs may become subject to a division of property that accompanies a divorce or annulment. TNI will continue to treat the IPC account according to the IPC Agreement until TNI receives a court order or decree directing otherwise. TNI will not be liable to anyone for relying in good faith on a court order, decree, or judgment relating to the rights in an IPC account in a divorce or annulment setting.

The former IPC who lost the interest in the IPC account due to divorce or annulment is subject to the Six Month Waiting Period Policy. IPCs may not use divorce in an effort to circumvent TNI's policy on simultaneous interests.

L. Death

When an IPC dies, evidence of the death of the individual must be submitted to TNI within 90 days of the date of the death for a cancellation or transfer of the IPC account. A copy of a death certificate will serve as sufficient evidence of the death. If TNI does not receive notification of an intent to have the IPC account pass to the

heirs of the decedent within 90 days of the decedent's death, the IPC account will be terminated. In such case, the IPC organization will roll up to the next applicable hostline personal and place ment host and any Rewards members will roll up directly to TNI.

When an IPC dies, rights and title to that IPC account will pass to the decedent's heir(s) under the law of the jurisdiction in which the decedent resided. TNI will comply with any court order or other legal document directing the disposition of the IPC account. If the decedent's heir(s) is(are) already an IPC, he or she may inherit the IPC account and may operate both separate IPC organizations. The heir(s) must submit a completed IPC Agreement to TNI Compliance along with the will, court order or other legal document directing the disposition of the IPC account.

M. Sale or Transfer of an IPC account

TNI reserves the right, in its sole discretion, to approve or disapprove any proposed sale, assignment, or transfer of an IPC account. The basis for any disapproval will be provided in writing. Any sale, assignment, or transfer of any IPC account or controlling entity thereof is subject to the following conditions:

1. TNI possesses the right of first refusal with respect to any sale, assignment, or transfer of any IPC account. At TNI's request, an IPC wishing to sell his or her IPC account must provide TNI with the option to purchase the IPC account on the same terms and conditions as any outstanding or intended offer. If TNI plans to accept the offer, TNI will notify the IPC within 10 days of the receipt of the offer.

- An IPC account may not be sold, transferred or modified in any way if any of the following conditions apply: temporary account, hold on the account, suspended account, account has been sent notice of intent to terminate, terminated account, or account under investigation by TNI's Compliance or Legal Departments.
- The selling or transferring IPC must provide TNI with a completed Sale of IPC Account Form, including the documents listed on the Sale of IPC Account Form. A completed Sale of IPC Account Form must also be provided to transfer ownership of an IPC account from an individual to any entity, or to transfer ownership from any entity to an individual, even if the individual also owns the entity. This Sale of IPC Account Form may be found in this manual and on www.NoniOffice.com.
- 4. A new, signed IPC Agreement must be submitted from the purchaser, as well as any other documents necessary for sign up.

Upon a sale, transfer, or assignment being approved in writing by TNI, the buying IPC must assume the position and obligations of the selling IPC and will be entitled to the same rights, titles, and privileges afforded to the former owner, with the exception of product line certifications.

The selling IPC will be subject to the "Six Month Waiting Period" if he or she wishes to sign up or purchase another IPC account.

If all documents are completed correctly, the sale or transfer will be processed within 30 days of receipt of the complete paperwork.

3. BUILDING AN IPC ACCOUNT ORGANIZATION

A. Placement of a New IPC

It is highly recommended that all new IPCs be placed on the first level of their personal host upon sign up, meaning that the personal host and placement host are the same IPC account. Any placement of a new IPC other than on the first level will be considered the personal host's one placement for that IPC. Upon sign up, a personal host should explain to the IPC that the personal host may change the IPC's placement host following the policies below.

B. Requirements for All Placement Changes

The following requirements apply to all placement changes:

- IPC being moved is on the first level of the personal host.
- Personal host of moving IPC must be on Case AutoShip.
- New Placement host must be on Case AutoShip.
- IPC being moved has not achieved the title of Pearl (personal paid-as or placement paid-as title), or has not been paid as a Pearl (personal paid-as or placement paid-as title) in the last six consecutive months.
- New Placement host must be in the organization of the Personal host.
- New Placement host cannot be in the organization of the moving IPC.
- Request must be submitted on an official Placement Host Change Form.
- IPC signatures and authorizations will be considered valid for 90 days from the date of the signature or 90 days from the date the signature
- The Personal Host will be charged a £5.00 processing fee for host changes submitted by paper.

The following additional conditions apply to the types of placement changes listed below:

C. Placement before 120 Days

- The IPC being moved must have signed up in the within 120 days prior to the change being submitted to TNI.
- The only signature required is the signature of the personal host.
- There are no volume requirements for a 120 Day Placement Change.

D. Placement of an Unassisted Organization

- The IPC being moved has been signed up for more than 120 days.
- The IPC being moved has no organization, or if the IPC has an organization, the organization was built without any IPCs placed by the hostline of the personal host of the IPC to be moved (if the IPC placed in the organization by the hostline of the personal host is an inactive IPC, then the organization is still considered to be unassisted).
- The QV8 volume for the previous month of the moving IPC is less than or equal to the QV8 volume for the previous month of the new placement host. The volume from Rewards members will be
- included when evaluating the QV8 volume.
- The QV8 volume for the previous month of the moving IPC is less than 10,000 QV8. The volume from Rewards members will be included when evaluating the QV8 volume.
- The only signature required is the signature of the personal host.

E. Witnessed Placement Change

- The IPC being moved has been signed up for more than 120 days.
- The signatures required are the witnessed signatures of the moving IPC and of the eight hostline IPCs by placement link, beginning with the personal host.
- There are no volume requirements for a Witnessed Placement Change.

F. Placement of Roll up IPCs

- The IPC being moved rolled up to their current personal host within 120 days prior to the change being submitted to TNI.
- The only signature required is the signature of the personal host.
- There are no volume requirements for a roll up IPC placement change.

G. Changing the Personal Host of an IPC

To change personal host of an IPC account, the personal host must make sure that the IPC account is already placed into the organization under the new personal host. At times, a placement change may need to be done at the same time as the personal host change to ensure that the personal host is always in the direct hostline of the IPC. The following requirements apply to personal host changes:

- The personal host of moving IPC must be on <u>CAS</u>.
- The new Personal host must be on CAS.
- The IPC being moved has not achieved Pearl or has not been paid-as Pearl for the last six consecutive months (personal paid-as or placement paid-as).
- The new Personal host must be in the organization of the current Personal host.
- The new Personal host must be in the hostline of the moving IPC.
- The signatures required are the witnessed signatures of the moving IPC and of the five hostline personal hosts.
- There are no volume requirements for a personal host change.
- Request must be submitted on an official Personal Host Change Form.
- IPC signatures and authorizations will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorization is first submitted to TNI Compliance.
- The Personal Host will be charged a £5.00 processing fee for host changes submitted by paper.

H. Witness Policy

If a witness has any connection or interest in a change being processed



that requires witnessed signatures, he or she may not be the witness used for the signatures. The witness must be over 18 years of age and have known the signatory for at least 2 years, adding his or her full name and address. Finally, each witnessed signature must be dated the day it is witnessed.

I. Host Change Deadline

All Placement/Personal Host Change Forms need to be completed and received by TNI by the 15th of the month in order to be processed for that month's commissions. If a signature or required witness information is missing when the deadline arrives, the deadline will not be extended. The corrected form will be reviewed for the following month. Any changes that have not been received in complete form will be sent back to the personal host shown on the form.

J. Host Change Cancellation Deadline

If the personal host requesting a placement or personal host change wishes to cancel that change, a signed cancellation request must be submitted in writing and must be received by TNI by the 28th of the month for which that change was submitted. Host change cancellation requests submitted after this date will be rejected.

K. IPC Authorisation of Host Changes

IPCs who are contacted by other IPCs regarding authorization for personal and placement host changes, hostline releases or error corrections should respond to that contact. If the IPC's repeated documented attempts to make contact are unsuccessful, TNI will send a certified letter to the non-responding IPC at the address on file. If the letter is returned or not replied to prior to the deadline stated in the letter, the IPC will be deemed to have waived the right to object to the proposed change, and the IPC requesting the change will be required to obtain the signature of the IPC on the next applicable level.

IPCs who are on inactive IPC status will not be authorized to sign Placement Host Change Forms or Personal Host Change Forms, Hostline Release Forms or Error Correction Form. The signatures of the next level active hostlines will be required until the required number of signatures has been obtained.

If an IPC desires to have another individual conduct business with TNI on the IPC's behalf, beyond ordering products, a Power of Attorney for this individual that includes the IPC's notarized signature will be required to be on file with TNI. All such instances are subject to TNI's "Simultaneous Interests" policy.

4. TAHITIAN NONI REWARDS™ PROGRAMME

A. Hosting a Rewards Membership

A Rewards member must live in a country where the Rewards programme is operating, but the referring personal host of the Rewards member does not have to be signed up in a country where the Rewards programme is operating.

B. Changing the status of a Rewards Membership

If an IPC would like to become a Rewards member, he or she must comply with the Six Month Waiting Period policy before signing up as a Rewards member.

If a Rewards member would like to become an IPC, the Rewards member may immediately upgrade their account to IPC status. The IPC account will have the same ID# and host as the Rewards membership.

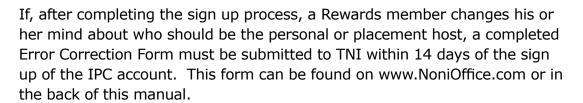
C. Personal Host Termination

If the account of a personal host of Rewards member is cancelled, the Rewards member will roll up directly to TNI. The Rewards Member may then be contacted by TNI asking if he or she would like to be hosted by the next hostline personal host or remain direct to the company.

D. Changing the Personal Host of a Rewards member

The following requirements apply to personal host changes for Rewards members:

- The personal host of the moving Rewards member must be on CAS.
- The new Personal host must be on CAS.
- The new Personal host must be in the organization of the current Personal host
- The signatures required are the witnessed signatures of the moving IPC, the five hostline personal hosts and the eight hostline placement hosts (placement hostline of the Rewards member's personal host)
- IPC and Rewards member signatures and authorizations will be valid for 90 days from the date of the signature considered or 90 days from the date the signature or authorization is first submitted to TNI Compliance.
- The Personal Host will be charged a £5.00 processing fee for host changes submitted by paper.



5. ORDERING AND PURCHASING TAHITIAN NONI™ PRODUCTS

A. Case AutoShip Programme (CAS)

The Case AutoShip programme is specifically designed to meet the needs of IPCs with growing organizations. All IPCs on the Case AutoShip Programme must maintain a minimum monthly volume purchase of 120 QPV. To learn more about the benefits of Case AutoShip, go to www.TahitianNoni.com.

B. Conditional and Unconditional Case AutoShip Programmes

Conditional Programme. An order of at least 120 QPV must be placed by the 14th of each month, and this order would count as the IPC's Case AutoShip purchase for the month. If no order is placed, or if the orders placed by the 14th do not equal 120 QPV, the IPC will automatically be sent his or her selected Case AutoShip products and funds will be charged to the authorized form of payment. Unless otherwise requested, the order will be sent to the shipping address on file.

Unconditional Programme. If an IPC would like the selected Case AutoShip products (equal to 120 QPV) sent out regardless of any other orders each month, the IPC can select "Unconditional CAS Programme" on the IPC Agreement or on the Case AutoShip Change and Enrollment Form. The payment will be charged to the authorized form of payment.

C. Case AutoShip Sign up and Cancellation Procedures

To enroll in the Case AutoShip Programme, IPCs complete the Case Auto-Ship section on the IPC Agreement or complete a Case AutoShip Change and Enrollment Form. New IPCs may enroll in Case AutoShip by telephone when opening their IPC account, but to maintain Case AutoShip status, a signed IPC Agreement with the Case AutoShip section completed and signed must be sent to TNI.

Case AutoShip enrollment and reinstatement requests should be received in writing by the last business day of the month to guarantee that the enrollment or reinstatement will be processed for the following month. If Case AutoShip orders are refused or returned without reason, the IPC may be removed from the Case AutoShip Programme.

D. Case AutoShip Payment Problems

If the authorized form of payment provided for Case AutoShip results in either a decline or an insufficient funds transaction, no order will be placed. If the authorized form of payment provided for Case AutoShip results in either a decline or an insufficient funds transaction for two consecutive months, TNI reserves the right, at its discretion, to remove the IPC from the Case AutoShip Programme. Removal from the programme will disqualify the IPC from certain bonuses, commissions, and promotions that Case AutoShipactive IPCs receive. For IPCs removed from the Case AutoShip programme, reinstatement will require a written request accompanied by a qualifying order equaling 120 QPV and a valid form of payment on file for future Case AutoShip payment.

E. Retail Purchasing

A person or entity that is not an IPC or Rewards Programme member is a retail customer. An IPC has no exclusive right to any retail customer, whether for sales purposes or future hosting of the customer as an IPC. Customer loyalty is based solely on customer choice.

A retail customer may purchase products from either an IPC at a price agreed upon between the customer and IPC, or directly from TNI under the ID number of an IPC at the suggested retail price.

To order from TNI, a retail customer must submit an IPC ID number with the order. If the customer cannot provide an IPC ID number, TNI will assign an IPC ID number through the Lead Share programme. TNI will pay appropriate commissions and bonuses to that assigned IPC account and the host line on future purchases from that retail customer.

F. IPC Price Orders

IPCs may order products at IPC pricing from TNI by telephone, by fax, on the internet, or in person at a TNI office orLifestyle Center.

G. Will Call Center Product Pick-Up

IPCs who place orders to be picked up at any will call center are required to collect these orders within one month of the purchase date. Orders that have not been picked up within the allotted time period will be shipped to the address of the purchasing customer or IPC at his or her expense.

H. International Orders

IPCs should order products in the country in which the IPC is registered. An IPC traveling to another country may order and pick up products at the local office of that country provided the IPC is present in the country. Any international order must comply with all other relevant policies and procedures.

I. 70% Rule

IPCs must certify on each product order form or when placing an order that the IPC has sold, consumed, or used at least 70% of all products from the last order. No IPC may order products without complying with the 70% rule. TNI does not require or encourage an IPC to purchase inventory in an amount which unreasonably exceeds that which can be expected to be resold or consumed within a reasonable period of time.

IPC certifications of compliance with the 70% Rule are subject to random or selective audits by TNI. While some products may be reasonably reported to be for personal use, the uses of the remaining products must be validated with proper documentation, the approval of which is at TNI's discretion.

J. Value Added Tax

TNI will charge VAT on the price of the products ordered and the shipping costs at the rate applicable in the country of sale. Should VAT registered IPCs wish to reclaim this amount, they should consult the relevant tax authorities and follow the prescribed procedures. VAT on commission payments will only be made to the IPC if required by the law of the state of domicile. The IPC must be VAT registered and provide a valid official certificate to TNI as proof of such registration.

K. Shipping and Handling Charges

For all orders of Tahitian Noni™ products, a shipping charge is added. This charge covers the cost of shipping and handling to the relevant country. Will call or pickup orders carry a handling fee of 5% of the order value.

L. Payment

No IPC is to accept payment for products from a customer except at the time the products are delivered to the customer by the IPC. All orders made to TNI must be accompanied by proper payment including all applicable shipping and handling fees and sales taxes. It is the responsibility of IPCs to ensure that proper payment is received by TNI. An IPC may use a credit card owned by another person only if the owner of the credit card has authorised such use.

M. Monthly Cutoff Date for Orders

All orders must be received by the end of the last business day the month in order to be counted in that month's volume, unless otherwise stated.

N. Credit Card Charge Backs or Insufficient Funds Payments

If a payment for a sales order results in either a credit card charge back or an insufficient funds transaction and the products have already been released to the IPC, TNI may reverse commissions paid for up to 53% of the commissionable value of the order at the time of the unpaid balance. In its sole discretion, TNI may seek to recover the funds that are not paid. If any funds are recovered, administrative costs of TNI and any legal or collection costs will be deducted from the total recovery before apportioning out any refund payable to those IPCs whose commissions or bonuses had been reversed.

O. Volume Transfer

TNI does not allow IPCs to transfer volume from one IPC account to another.

6. RETURNING TAHITIAN NONI™ **PRODUCTS**

Please refer to our refund policy on the Tahitian Noni UK website for occasional updates.

A. General Product Returns Policy

All products returned must be in a saleable condition, unopened and not 'beyond reasonable shelf life'.

Products are considered to be 'beyond' reasonable shelf life' upon the earliest of:

- 1) one year from the date of purchase of the product; or
- 6 months before the expiration date printed on the product package; or
- the IPC was informed prior to the purchase that the products were seasonal, discontinued or special promotion products which are not subject to the Products Returns Policy.

IPCs are responsible for the cost incurred in shipping the products back to TNI, except in certain specific circumstances as specified below.

All refunds that are paid may affect commission which has already been paid or which will be paid in the future, for up to 53% of the commissionable value of the purchase. Where this is the case it will be specified in more detail below.

Shipping charges, handling fees, and customs fees are non-refundable unless the return is because TNI made a 'delivery error' originally. For the avoidance of doubt a 'delivery error' includes late delivery, the delivery of the wrong product and the delivery of the wrong quantity of the product

Only the IPC who placed the order originally can return those products. Returns should be accompanied by a return authorisation number (a 'RA number') obtained from the Sales Support or Credits Department.

B. Incomplete Orders and Damaged Goods

In the event that an IPC or a retail customer if receives an incomplete order, it is the responsibility of the IPC or the retail customer to review the order and report the discrepancy within 10 days of receipt of the order. TNI endeavors to ship products in quality resaleable condition. Some products may become damaged in the shipping process. Damaged orders should be refused upon delivery to avoid incurring extra shipping costs. If it is not possible to refuse delivery, the IPC should immediately notify TNI for instructions on the damaged order being returned at no extra cost.

C. IPC Product Returns Policy - On Termination of the IPC Agreement

(i) IPC cancels his Consultancy Agreement within 14 days from the Effective Date of the Agreement:

The IPC may cancel his IPC Agreement with TNI UK within 14 days of the Effective Date, being the date that the Agreement is signed by the latter of the two parties. TNI must receive confirmation of the cancellation of the Agreement in writing by fax, e-mail or post.

Upon notification of the cancellation, TNI will refund all sums paid by the IPC (including the sign up fee and shipping costs) and will reimburse the IPC for any products or sales aids ordered before the Agreement was cancelled. TNI will not be obliged to buy back products or sales aids which are not in a saleable condition or which are opened , or 'beyond their reasonable shelf life'(as defined above).

(ii) IPC cancels his IPC Agreement 14 or more days from the Effective Date of the Agreement:

TNI's product buy-back policy is to assist IPCs who are terminating their IPC Agreement with TNI by alleviating the financial burden of unused products, regardless of when termination occurs.

If the following conditions are met, TNI will repurchase the products less the original shipping costs, handling fees and customs fees. All repurchases are subject to a deduction based on the amount of commission paid to the IPC in relation to those specific products.

The product buy-back conditions where termination of the Agreement occurs 14 days or more following the conclusion of the Agreement, are as follows:

- 1). Any IPC desiring to participate in TNI's buy-back policy must be terminating his or her IPC Agreement. A repurchase will not take place until TNI has received a notice of termination in writing and the IPC Agreement has been terminated by TNI.
- 2). The IPC must return all products to TNI within 21 days following the date of the termination of the IPC Agreement.
- All products must be in a saleable condition and not 'beyond reasonable shelf life' (as defined above).
- 4). The products were not part of a range of seasonal, discontinued or special promotion products which were designated as not subject to buy-back provisions.
- Where products were purchased by the IPC within;
- (i) 90 days before the date of termination, the full purchase price (including VAT) for the products will be refunded;
- (ii) 91-365 days before the date of termination, 90% of the purchase price (including VAT) will be refunded.
- D. IPC Product Returns Policy without termination of the IPC Agreement (i) Returns of Product Types by the IPC for the first time:

An IPC who is not satisfied, for any reason, may return the product if it is the first time he or she orders that product type within 30 days of receipt and receive a 100% refund including original shipping costs. The return must be by the IPC who ordered those products and the product must be in a saleable condition (i.e. only one opened and used container per product type, excepting up to one full case of TAHITIAN NONI™ Juice) and not 'beyond its reasonable shelf life'. Unless the return is because TNI made a 'delivery error' (as defined in paragraph A), the IPC will be responsible for the costs incurred in shipping the products back to TNI. Any commissions that were paid with regard to the returned products will be deducted from the IPC's and from the host lines' next commission payments (if applicable).

An IPC may only return a type of product once under this option. Subsequent attempts to return that product type will be refused, unless any of the other options specified within this Returns Policy applies.

(ii) Other Product Returns:

Returns of product orders that are NOT the first order of a product type or products received by TNI within 31 to 365 days of the order date will receive a partial refund, excluding original shipping and less a reasonable handling charge, as long as the product is in a saleable condition and not 'beyond its reasonable shelf life' as decided on a case by case basis.

E. IPC Sales Aids Return Policy

An IPC who has terminated his IPC Agreement in accordance with paragraph C (i) may return all commercially saleable sales aids to TNI and receive a full refund, less shipping costs unless the return is because TNI made a 'delivery error'.

An IPC who has terminated his IPC Agreement in accordance with Paragraph C (ii) may return all commercially saleable sales aids to and receive a partial refund, less shipping costs unless the return is because TNI made a 'delivery error'.

TNI sales aids which have not been opened or used and are still in a commercially saleable condition may be returned to TNI within 90 days of purchase for a 100% refund, less shipping costs. No seasonal or promotional sales aids, which have been designated as such at the time of purchase, may be returned.

F. Retail Customer Product Returns Policy

(i) Retail Purchase from an IPC:

All IPCs agree to comply with the Retail Customer Product Returns Policy as set out below. In order to receive a refund, the retail customer must, within 30 days of the purchase, return the unused product to the IPC from whom the customer purchased the products. The IPC will supply the retail customer with a refund directly.

The IPC will then fill out a Retail Exchange Form and obtain an RA number from the Credits Department TNI must receive the completed Retail Exchange Form, the used container, and the RA number within 60 days from the original retail purchase date to provide the IPC with a replacement order of the products or a refund (as set out in paragraph D). TNI has the right to refuse to replace the products if there is reasonable doubt that the products were actually purchased by a customer.

Any retail customer who follows the above procedures and is not refunded by the IPC may contact the TNI Credits Department direct for a refund. TNI reserves the right to offset such refund costs against the IPC. Note: Retail customers who purchase products using their IPC's ID numbers to gain discounts or acquire IPC prices through any other means will not qualify for returns under the TNI Retail Customer Product Returns Policy.

(ii) Retail purchase from TNI direct: 30 Day Satisfaction Guarantee

By law, customers located in the European Union have the right to withdraw from the purchaser for any reason whatsoever, within 7 days of delivery. In addition TNI offers a 30 day, 100% satisfaction Guarantee to all its retail customers. If, for any reason, a retail customer is not satisfied with the product, he or she may receive a 100% refund, including shipping costs. Only one opened and used container per product type (excepting up to one full of TAHITIAN NONI™ Juice) will be accepted. The retail customer should contact the TNI Credits Department and obtain an RA number.

G. Case AutoShip Order Returns

Upon Case AutoShip sign up, an IPC agrees to abide by the 70% rule (as set out in paragraph J). NB Accordingly, TNI will accept returns for up to 240 QPV of unopened and unused products from AutoShip orders under the standard return policy. Any IPC who refuses a Case AutoShip order upon delivery is subject to a possible Case AutoShip termination by TNI.

H. Returns for Residents of Certain Countries

Some countries may require, by law, different return policies than those set forth in this manual. TNI will abide by those laws. This returns policy and other rights of IPCs and customers granted hereby are without prejudice and are in addition to all other statutory rights and remedies. For more information, go to www.NoniOffice.com.

I. Product Liability Insurance

Morinda Holdings, Inc. and its subsidiaries maintain a global product liability insurance policy in an appropriate amount covering claims that TNI products are defective. Please note, however, that the insurance coverage and Morinda's commitment apply only to product liability claims. They do not apply to situations, for example, where an IPC has made an unauthorized health claim or where an accident or other incident has occurred on IPC or third party premises.

Accordingly, if any product liability issues arise, Morinda Holdings, Inc. should be immediately notified and allowed to fully investigate such claim(s) and, in coordination with its insurance carriers, appropriately address and deal with each situation.

SECTION D -REGULATIONS FOR ENFORCEMENT

1. IPC DISCIPLINE FOR VIOLATION OF POLICIES

A. Investigation of Policy Violations

The goal of TNI Compliance is to handle all compliance issues fairly and efficiently. Therefore, TNI Compliance must act only on substantiated evidence in documentary form. This procedure helps ensure that all IPCs and Rewards members will be treated with equal fairness. Any complaint submitted to TNI Compliance must be in writing, with written evidence of the policy violation linked to the IPC account or Rewards membership in question. Upon receipt of such a claim against an IPC or Rewards member, TNI Compliance will contact that IPC or Rewards member and other relevant persons to obtain all facts and assertions relating to the conduct in question.

Because of TNI's privacy procedures, TNI may or may not notify the submitting IPC or Rewards member of any investigation done or disciplinary action taken as a result of the claim submitted by the IPC or Rewards member.

Written notification of any claim must be received by TNI within one year of the date that the IPC or Rewards member knew, or should have known, about the claim.

B. Fines For Policy Violations

If an IPC violates a TNI policy, TNI may fine the IPC at TNI's reasonable discretion as compensation for costs incurred.

C. Suspension

An IPC may be suspended for violating the terms of his or her IPC Agreement or the policies and procedures outlined in this Policy Manual, including any published amendments to the manual. TNI will inform the IPC in writing that the suspension has occurred or will occur effective the date cited on the written notification. TNI will cite the reason for the suspension and the steps necessary (if any) to remove the suspension.

The suspension notice will be sent to the IPC's address on file with TNI. Suspension may or may not lead to termination of the IPC account, as determined by TNI at its sole discretion.

TNI may take certain action during the suspension period, including but not limited to the following:

- Holding commissions and/or bonuses.
- Prohibiting the IPC from presenting himself or herself as an IPC of TNI or using any of TNI's proprietary marks and/or materials.
- Prohibiting the IPC from purchasing products and services from TNI.
- Prohibiting the IPC from hosting new IPCs, contacting current IPCs, or

attending meetings of IPCs.

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

D. Termination

At its sole discretion, TNI may terminate an IPC for any reason upon 30 days prior written notice.

An IPC may be terminated for violating the terms of his or her IPC Agreement or the policies and procedures outlined in this Policy Manual, including any published amendments to the manual. TNI will inform the IPC in writing that the termination has occurred or will occur effective the date cited on the written notification. The written notification will cite the reason for the termination. The termination notice will be sent to the IPC's address on file with TNI.

E. Effects of Termination

immediately upon termination, the terminated IPC:

- must remove and permanently discontinue use of trademarks, service marks, trade names and any signs, labels, stationery, or advertising referring to or relating to any TNI products, plan, or programme;
- must cease representing himself or herself as an IPC of TNI;
- loses all rights to his or her IPC account, including but not limited to titles, organization, and future commissions and earnings; and
- must take all action reasonably required by TNI relating to protection of its confidential information.

TNI reserves the right to offset any amounts owed by an IPC to TNI from any commissions or other compensation due to the IPC. Upon termination of an IPC account, the IPCs who were personally hosted by the terminating IPC roll up to the next personal host, and the IPCs placed under the terminating IPC roll up to the next placement host, unless otherwise determined by TNI at TNI's sole discretion. Rewards members will roll up directly to TNI.

F. Termination Effects on Qualification

If a terminated IPC was used to qualify the personal host to a particular level, the personal host must work with the terminated IPC's existing organization to requalify. The IPC may organize the terminated IPC's organization in order to qualify one of the IPCs on the first level, provided that the IPC complies with the policies and procedures governing personal and placement host changes.

G. Appeal

If an IPC wishes to appeal termination by TNI, an appeal in writing must be received within 30 days of the effective date on the termination notice. If no appeal is received within the 30-day period, the termination will be deemed final. If an IPC files a timely notice of appeal, TNI will review the appeal and notify the IPC of its decision. The decision of TNI will be final and subject to no further review. In the event the action is not rescinded, the discipline will remain effective as of the date stated in the original notice. The effects of termination stated above will continue to apply to the IPC during the appeal process, regardless of the outcome.

2. INCENTIVE REWARD REDEMPTION

The TNI Success Path Programme offers several trips and training events that include travel or accommodations provided by TNI. The following guidelines apply to TNI Success Path trips and training events:

- They must be taken by the IPC(s) as described by TNI.
- They are non-transferable. They may only be taken by the IPC(s) who qualified for the trip or training.
- They may be postponed only once by the IPC who qualified for the trip or training.

SECTION E – RIGHTS OF TNI

1. Amending TNI Policies

TNI reserves the right at any time to amend the IPC Agreement, this Policy Manual, product prices, company literature, and the compensation plan without prior notice. Any such changes will be communicated to IPCs by posting them on www. NoniOffice.com and by sending written communication, which may be done by email, to all IPCs. These amendments are binding on all IPCs at the time of their publication by TNI on the company website or otherwise communicated to active IPC accounts, whichever is earlier. In the event of any conflict between the amendment and the terms of the IPC Agreement, the Policy Manual, or any other document, the amendment will control.

2. Amending Prices of Product and Financial Obligations

The current prices of the Products can be obtained from the website at www.TahitianNoni.com or on www.NoniOffice.com by clicking on the country where the IPC is located when making the purchase or by telephoning the order line for the local sales affiliate where the IPC is located when

making the purchase. The price list will contain the current prices and the date that the current prices will be subject to review. After review, the new prices will be posted on the same website. If TNI-UK or, outside the UK and Ireland, the local sales affiliate changes any prices before the review date, it will give the IPC at least sixty (60) days advance written notice of the changes. TNI-UK will also give the IPC at least sixty (60) days advance written notice of change in any other financial obligation of the IPC.

3. Lead Share/Distribution of IPC Referrals

To qualify for Lead Share, IPCs must be Case AutoShip qualified, have attended Pearl Camp, have 100,000 ASQV4 cumulative during the previous twelve months, and be a Noni Office Professional subscriber.

When a non-referred consumer contacts TNI directly, TNI will determine, at its sole discretion, whether the consumer was first contacted by an IPC. If TNI determines that the non-referred consumer was not first contacted by an IPC, TNI will assign the lead to a Lead Share-qualified IPC. Commissions from the first purchase by a non-referred consumer will be credited to TNI. This applies to the consumer's first purchase only.

IPCs participating in the Lead Share programme may be assessed a £1.00 lead fee* for each non-referred consumer referred to them. Non-referred consumers will be distributed on a rotating basis according to geographical location. This policy does not apply to any special lead or referral promotions, which may include IPCs who do not meet the qualifications listed above.

*Lead fees will be deducted from commissions. TNI cannot guarantee the quality of leads. The £1.00 lead fee is nonrefundable.

4. Use of IPC Images

By attending a TNI event, TNI Success Path trainings, or trips, an IPC grants TNI the right to use images of him or her taken at the event in any company marketing materials and on the company websites.

TNI COMPENSATION PLAN

When we created TAHITIAN NONI™ Juice, we set out to do something good. N ow we're known worldwide for our dedication to noni and noni-related products—noni is all we do.

More and more people every day are discovering the phenomenon of TAHITIAN NONI Juice. They're clamoring for this exclusive product because it's helping people worldwide live better lives—and that makes TNI's business opportunity unbeatable.

TAHITIAN NONI Juice changes lives, and TNI's business opportunity fulfills dreams. Be a part of something good—let TAHITIAN NONI Juice change your life. Share it, and you will reap the benefits of the most generous compensation plan available.

TNI is pleased to offer you a compensation plan that is unrivaled in the industry. This plan is complete and rewards our IPCs each step along their way to developing their own prosperous businesses. Our plan will set the standard for the rest of the network marketing industry for years to come—no hype, no empty promises, and no impossible dreams.

Although the compensation plan is generous and simple to follow, all commissions, rewards, and income are conditioned on the IPC's good standing and compliance with TNI's policies and procedures and the laws of the country where the IPC does business.

TNI's compensation plan offers three classifications of income to meet the financial and personal goals for each IPC:

- 1. Immediate income
- 2. Growth income
- 3. Wealth-building income

Immediate Income

One reason for TNI's rapid growth is that new IPCs are rewarded quickly with the Fast Start Bonus programme. Our compensation plan is designed to get income into the hands of new IPC quickly—and it works!

Growth Income

The Unilevel plan means you may earn commissions up to eight compressed levels. TNI offers dynamic compression on all volume from infinity, and the maximum commissions are earned on all volume. There is no width restriction, and our placement feature allows IPCs to build synergistic units.

Wealth-Building Income

One secret to building wealth is to tap into a growth vehicle; a small percentage of a tremendous growth product can mean significant wealth building. By qualifying for one of TNI's global bonus pools, you can earn a piece of the company's commissionable sales. These wealth-building pools include the Top Performer Bonus, Infinity Bonus, and Black Pearl Shared Success Bonus.

Freedom of Placement

TNI gives IPCs the ability to structure their organization to create cooperative relationships. Here's how it works: as you host new IPCs, you have the choice of leaving them on your first level or placing them anywhere in your organization while retaining personal hostship.

Seamless, Borderless

TNI's business system is seamless and borderless. That means as an IPC you have the ability to build your business anywhere in the world where TNI is officially open—you can host IPCs in other countries without restriction. You and your international organization will be paid in your respective local currencies, but your qualifications will be seamless around the world. The result is a unified commissions system.*

*Because of extraordinary business, legal and regulatory conditions, TNI's compensation plan for China is executed in a modified form.

10 KEY ASPECTS OF THE TNI

COMPENSATION PLAN

The TNI compensation plan features 10 key aspects. Each is designed to complement and work in conjunction with the others to help you build a strong, profitable TNI business.

1. Retail Profits

Every IPC has the opportunity to earn retail profits simply by purchasing the products at the special IPC price and selling the products to friends and associates at the suggested retail price.

If you refer a retail customer to TNI's offices for purchase of a commissionable product and that customer provides your IPC number, TNI will forward the profit (normally the difference between retail price & IPC price) from this retail sale to you and give you qualifying personal volume (QPV) credit for the volume in this purchase.

TNI strives to protect the integrity of the TAHITIAN NONI™ brand in local and national markets with the following requirements:

- 1. Resale of product in one country can come only from product designed for that country.
- 2. Large amounts of product must not be released to IPCs who cannot document compliance with TNI and DSA policies on previous orders.

2. Unilevel Plan

TNI's Unilevel plan is designed to provide rewards greater than the amounts an individual IPC could earn solely from retail profits. This plan increases commissions from level to level to allow you to receive an ever-increasing share of the commissionable value of your organization. The structure is divided into the beginning, or entry-level, position (IPC) and the leadership positions. Each position carries with it various monthly qualifications and benefits as shown.

IPC

This entry-level position pays commissions on three levels. To qualify, you must sell through your IPC account* one bottle of TAHITIAN NONI $^{\text{TM}}$ Juice or the equivalent of 30 QPV.

Unilevel royalties: three levels

*Selling through your IPC account includes purchases you make for

your personal use.

Coral Leadership Position

This is the first leadership position. To qualify, you must sell through your IPC account one case of TAHITIAN NONI Juice or the equivalent of 120 QPV.

Unilevel royalties: four levels

Jade Leadership Position

To qualify, you must sell through your IPC account one case of TAHITIAN NONI Juice or the equivalent of 120 QPV; have three personally hosted, paid-as Corals in your organization; and have a total of 4,800 QV through your six levels combined (QV6).

Unilevel royalties: six levels + possible Top Performer Bonus

Title maintenance: achieve 120 QPV and 4,800 QV6

Pearl Leadership Position

To qualify, you must sell through your IPC account 120 QPV of product; have three personally hosted, paid-as Jades in your organization; and have a total of 24,000 QV6.

Unilevel royalties: seven levels + possible Top Performer Bonus + possible Black Pearl Bonus

Title maintenance: achieve 120 QPV and 24,000 QV6 or 120 QPV and 30,000 QV7

Diamond Pearl Leadership Position

To qualify, you must sell through your IPC account 120 QPV of product; have three personally hosted, paid-as Pearls in your organization; and have a total of 24,000 QV6.

Unilevel royalties: eight levels + possible Top Performer Bonus + possible Black Pearl Bonus

Title maintenance: achieve 120 QPV and either three personally hosted, paid-as Pearls and 24,000 QV6 or 42,000 QV8

Diamond Pearls may qualify for every service programme TNI offers

Diamond Pearl Elite Leadership Position

To qualify, you must sell through your IPC account 120 QPV of product; have three personally hosted, paid-as Pearls in your organization; and have a total of 72,000 QV8.

Unilevel royalties: eight levels + Infinity Bonus + possible Top Per-

former Bonus + possible Black Pearl Bonus

Title maintenance: same as qualification

Double Diamond Pearl Leadership Position

To qualify, you must sell through your IPC account 120 QPV of product: 65

have four personally hosted, paid-as Pearls in your organization; and have a total of 96,000 QV8.

Unilevel Royalties: eight levels + Infinity Bonus + possible Top Per-

former Bonus + possible Black Pearl Bonus Title maintenance: same as qualification

Triple Diamond Pearl Leadership Position

To qualify, you must sell through your IPC account 120 QPV of product; have five personally hosted, paid-as Pearls in your organization; and have a total of 120,000 QV8.

Unilevel royalties: eight levels + Infinity Bonus + possible Top Per-

former Bonus + possible Black Pearl Bonus Title maintenance: same as qualification

All minimum qualifications are monthly.

IPCs must meet minimum personally linked volume and ASQV4 requirements to be paid on placed volume.

Unilevel Payout with & without Personal Rebate

When personal rebate is paid on any commissionable volume (CV), it takes 20% of the 45% that TNI pays out. This leaves 55.56% (25% \div 45%) of the original 45% to pay out through the normal eight levels. We calculate how to pay the rest of the Unilevel commissions by finding how much CV we have left to pay $(25\% \div 45\%)$, then multiplying the personal rebate commissionable volume (PRCV) by the result (55.56%) to find the reduced PRCV.

Example

A two-case order may pay out as one case normal and one personal rebate.

In US\$ (240 CV/OV total), this means that 120 will be the normal CV and 120 will be the PRCV. The reduced PRCV will be (120 x 55.56%) 66.67.

• 45% of normal CV 120 = \$54

• Personal rebate: 20% of 120 = \$24 • 45% of Reduced PRCV 66.67 = \$30 = \$54

We pay the same amount of commissions through the Unilevel personal rebate plan as we do through the normal Unilevel plan.



Note: Inactive IPCs receive no paid-as titles and therefore receive no Unilevel royalties or any bonuses.

3. Dynamic Compression

How compensation plans are paid is as important as how much is paid. Another company's payment plan can look very generous but actually pay far less to distributors overall when commissions are paid out. For example, when a distributor is no longer qualified to receive commissions from his or her organization, some plans allow for the company to receive the benefit of that distributor's commission. The practice of giving this commission to the company is called breakage.

Dynamic Compression

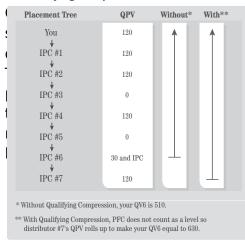
Paid-As Title	Placement Level	Compressed Level	% Earned	
Diamond Pearl	12	R8	8%	
Pearl	11		I	Pearl only qualifies through 7 levels
Pearl	10	R7	7%	
Jade	9	R6	7%	
Inactive	8			Dist with no QPV receives no UNLV
Jade	7	R5	6%	
Coral	6			Coral only qualifies through 4 levels
Diamond Pearl	5	R4	6%	
Preferred Customer	4			IPC receives no commissions
Coral	3	R3	5%	
IPC	2	R2	5%	
IPC	1	R1	1%	
Purchasing IPC			45%	

o breakage in
n feature contingment for Fast State
qualified host fine
to distribute 45
Daid to three levels
Many plans offer
npany.

4. Qualifying Compression

Qualifying compression has been a standard feature of the TNI compensation plan from the beginning, and there is no separate qualification for this feature. IPCs on inactive status will cause qualifying compression before title qualification; however, IPCs without QPV will not cause qualifying compression. This compression effect cannot be known with certainty until the final commission calculation is completed.





t easier to achieve the volume neceser take volume away from you, but it is th when you have a large organization. o make sure you have achieved the it counting on compression to make up ffects of compression are known, the tion is completed. No adjustments will

5. Case AutoShip Programme

For the convenience of IPCs, TNI offers the Case AutoShip (CAS) programme, which guarantees the timely delivery of products on a monthly basis.

Participation in the Case AutoShip programme simply means you commit to sell through your IPC account the equivalent of 120 QPV per month. (Please see your Case AutoShip Enrollment Form for details.)

IPCs who participate in the Case AutoShip programme will receive these exciting benefits:

- Earn quick income with the Fast Start Bonus programme
- Opportunity to receive additional commissions and bonuses within the compensation plan
- Receive qualifying volume for Unilevel Commissions, title advancement and bonuses
- Be eligible for TNI's worldwide bonuses
- Receive 20% personal rebate on any personal rebate commissionable volume
- Case AutoShip member pricing on Tahitian Noni™ products
- Make sponsor changes within one's own organization (according to sponsor change rules)
- Waiver of yearly renewal fe e
- Opportunity to participate in Success Path trainings and events.
- Profit from retail sales placed by TNI under IPC's ID#
- Personal access to www.NoniOffice.com, a web site established just for IPCs

6. Fast Start Bonus Programme

TNI's Fast Start Bonus (FSB) programme is designed to put income into the pockets of qualifying IPCs very quickly. TNI will pay all qualified leaders an accelerated bonus on all commissionable volume from newly hosted IPCs for their first 60 days or until the newly hosted IPC has accumulated at least 500 QPV, whichever is longer, beginning with the first commissionable order. This period is called the Fast Start period, and the commission received is the Fast Start Bonus.

You can qualify for the Fast Start Bonus as long as you stay on Case AutoShip. The Fast Start Bonus is normally paid on every Friday and is equivalent to the maximum payout amount on all eight levels in the Unilevel plan. This allows hostline IPCs to receive profit from the sales of their newly hosted IPCs from the beginning. It is truly a fast start to building a sizeable income stream from the sales of a growing organization of IPCs with TNI.

The Fast Start Bonus is optional. You simply sign up on the <u>Case</u>

AutoShip programme to qualify to receive Fast Start Bonuses according to the five generations outlined. To remain eligible for the FSB programme, you simply need to stay on the CAS programme.

If you choose not to participate in the CAS Programme, then the CV that your personally hosted IPCs generate will pay royalties according to the normal Unilevel payout. Additionally, if you are initially in the CAS

programme and you drop off, all CV generated from your personally hosted IPCs after you discontinue CAS status will pay royalties in the regular Unilevel plan. If you initially choose not to participate but later decide to join the programme, you will qualify to receive Fast Start Bonuses as soon as you sign up for CAS. You will receive bonuses on all volume generated by new personally hosted IPCs from that point on, as long as you qualify for CAS.

> Understanding two basic factors about the Fast Start Bonus will help you gain the greatest benefit from it.

A. You always retain the relationship of personal host no matter where you place an individual, so you are free to build your organization for strength and depth and not lose out on any Fast Start Bonuses. In other words, your first generation in the FSB programme consists of IPCs that you personally host.

Your second generation refers to IPCs that are hosted by your personally hosted IPCs, and your third generation refers to individuals hosted by your second generation of personally hosted IPCs. The Fast Start Bonus programme follows personally hosted IPC linkage no matter where they appear in your organization.

B. The Fast Start Bonus is an optional programme that takes the place of the regular payout on volume generated by brand-new IPCs during their Fast Start period. After the Fast Start period, all future volume generated by those individuals will be paid according to the Unilevel plan.

Example

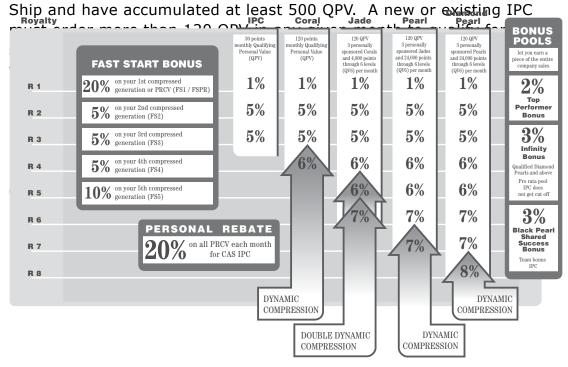
Joe hosts Harry. Joe is on the Case AutoShip programme. Assume Harry is also on CAS. Joe will earn 20% on Harry's CV associated with first 120 QPV and 5% on all PRCV during that calendar month while Harry is in his Fast Start period. After that, Unilevel royalties will be paid on CV accumulated by Harry.

Fast Start Bonus Pay-Out with & without Personal Rebate (PR)

Personal Sponsor Line	FSB without PR		FSB with PR	
	Compressed Generation	% Paid on Normal CV	Compressed Generation	% Paid on PRCV
Generation 6 (CAS)	FS5	10%		
Generation 5 (CAS)	FS4	5%	FS5	10%
Generation 4 (NCAS)				
Generation 3 (CAS)	FS3	5%	FS4	5%
Generation 2 (CAS)	FS2	5%	FS3	5%
Generation 1 (CAS)	FS1	20%	FS2	5%
Purchasing IPC (CAS)		0	FSPR	20%
		45%		45%

7. Personal Rebate

In order to qualify for Personal Rebate, an IPC must be on Case Auto-Ship and have accumulated at least 500 OPV. A new or existing IPC



8. Top Performer Bonus

TNI's Top Performer Bonus (TPB) programme is a unique way to reward those individuals who are increasing their QV6. This bonus pool is 2% of the converted commissionable volume (CCV) for a calendar month. There is no fixed limit on the dollar amount of this pool, which is paid monthly and is divided pro rata by CAS6 among the qualifiers. This bonus is not limited to a set amount of qualifiers; new and existing IPCs may qualify for this pool.

A new IPC can qualify for this pool by:

- becoming CAS qualified
- becoming a paid-as Jade or above during the first calendar month as an IPC
- having ASQV4 of 480 or more

An existing IPC can qualify for this pool by:

- being CAS qualified
- being paid-as a Jade or higher rank
- increasing the QV6 over the previous
- having ASQV4 of 480 or more

month by 35% or more

9. Infinity Bonus

TNI has incorporated an Infinity Bonus pool into our compensation plan as an additional reward for those IPCs who excel in building strong organization organizations beyond eight levels. This bonus pool is 3% of the CCV for a calendar month from TNI's 10th level to infinity, and there is no fixed limit on the dollar amount of this pool.

Diamond Pearl Elites, Double Diamond Pearls, and Triple Diamond Pearls may participate in this shared pool. The pool is paid monthly and is divided pro rata by CAS20 among the qualifiers. Diamond Pearl Elites' CAS20 will be discounted by 75%, and Double Diamonds' CAS20 will be discounted by 50%. Triple Diamonds' CAS20 will not be discounted. This bonus is not limited to a set amount of qualifiers. New



and existing IPCs may qualify for this pool.

10. Black Pearl Shared Success Bonus

TNI has incorporated a Black Pearl Shared Success Bonus into our compensation plan as an additional reward for those IPCs who, through team efforts, build strong organization organizations through eight levels. This bonus pool is 3% of the CCV for a calendar quarter. There is no fixed limit on the dollar amount of this pool, which is distributed on a quarterly basis.

To qualify as a Black Pearl, you must have in your organization three personally hosted, paid-as Diamond Pearls or above and be CAS qualified each month within a calendar quarter. You must add one more personally hosted, paid-as Diamond Pearl or above after every four qualifying quarters (not necessarily consecutive calendar quarters). After the 16th qualifying quarter, as long as the IPC maintains seven personally hosted, paid-as Diamond Pearls each month and is CAS qualified, the IPC will be a permanent member of the Black Pearl Club.

Roll up. As the Diamond Pearl qualifiers of the Black Pearls become Black Pearls, the original Black Pearls keep the share of the bonus that would have been given to those Diamond Pearl qualifiers. As Pearl qualifiers become Diamond Pearl qualifiers, the original Black Pearl keeps the share of the bonus that would have been given to those Pearl qualifiers. If a Pearl qualifier becomes a Black Pearl without his or her personal host being a Black Pearl, his Pearl portion rolls up to the original Black Pearl.

Maintenance. TNI has incorporated a maintenance feature to allow IPCs who maintain 3, 4, 5, or 6 personally hosted paid-as Diamond Pearls to receive a share of the Black Pearl Bonus. Beginning with the 5th qualifying quarter those IPCs who maintain will receive their prorata shares based on CAS8 discounted at the following rates: 3 – 75%, 4 – 60%, 5 – 40%, 6 – 25%.

Diamond Pearl and Pearl Bonus Pools will have the same maintenance provisions and definitions as their Black Pearl personal hosts.

5		
5	1-4	3
	5-8	4
	9-12	5
	13-16	6
	17-Forever	7

The Black Pearl Bonus pool is divided into three pieces. They are distributed as follows:

- 1. Black Pearl share. 60% of the Black Pearl Bonus pool is shared on a pro-rata basis among those IPCs who currently qualify as Black Pearls. The pro-rata shares are determined by using their CAS8.
- 2. Diamond Pearl share. 24% of the Black Pearl Bonus pool isshared on a pro-rata basis among Diamond Pearl qualifiers who are personally hosted by the Black Pearls. Again, the pro-rata shares that are distributed to Diamond Pearl qualifiers are determined by using their CAS8.
- 3. *Pearl share.* The remaining 16% of the Black Pearl Bonus pool is shared on a pro-rata basis among the Pearls personally hosted by the Diamond Pearl qualifiers. The pro-rata shares that are distributed to the Pearls of the Diamond Pearls are determined by using their CAS6.

Tahitian Noni International is constantly working to expand opportunities for its IPCs around the globe. In some markets, extraordinary business, legal, and regulatory expenses may exist that cannot be recouped in the price of our product. This leaves us with the option of either discontinuing business in that market, or discounting that market's contribution to the Global Bonus Pools.

Accordingly, TNI may in its discretion and without notice adjust the contribution from those countries to the Global Bonus Pools to offset those expenses. At the request of any IPC participant in the Global Bonus Pool payouts, TNI will advise which countries are paying into the Global Bonus Pools at less than the regular 8% rate.

TAHITIAN NONI REWARDS™ PROGRAMME

As with IPCs, Rewards members have a Fast Start Bonus (FSB) period and Unilevel period. TNI will pay all qualified leaders an accelerated bonus on all commissionable volume from newly hosted Rewards members for their first 60 days, the Fast Start Period, beginning with the first commissionable order. After the Fast Start Period ends, all commissionable volume from hosted Rewards members will pay out according to TNI's Unilevel plan.

If a Rewards member decides to upgrade his or her Rewards membership and become an IPC after the conclusion of his or her Fast Start Period, these upgraded IPC accounts will not have another Fast Start period.

The volume of CAS Rewards members will be included in the ASQV4 for the personal host. The volume from both CAS and NCAS Rewards members is considered to be QPV for the personal host of the Rewards member. The volume from Rewards members will be included when evaluating the QV8 volume for eligibility for an Unassisted Organization Placement Host Change.

Products purchased with Rewards certificates earn no QV or CV. Rewards certificates reduce the QV and CV on an order by two times the amount of the certificate. Therefore Rewards members cannot fulfill their AutoShip requirement using Rewards certificates.

IPC STOCK OPTION PLAN

TNI has adopted an IPC stock option plan designed to offer its top IPCs an opportunity to acquire a proprietary interest in Morinda Holdings, Inc. ("Morinda"), TNI's parent company. The Board of Directors of Morinda has set aside, on a one-time basis, up to five percent (5%) of

the shares of Morinda stock as options that may be acquired by IPCs at the Black Pearl, Club Marquesas, and Global Executive levels, subject to the terms of the Morinda Holdings, Inc. IPC Stock Option Agreement and IPC Stock Option Plan. For more details regarding this unprecedented opportunity, including qualification requirements, please see www.NoniOffice.com.

GLOSSARY

Access marketing

"Personal Shopping with Profit Sharing." Access marketing combines the strength and power of network marketing with the power of mass consumerism.

Active IPC

An IPC is required to maintain a minimum activity level in order to continue to receive the benefits of being a Tahitian Noni International IPC. These privileges may include receiving Fast Start and Unilevel commissions and all other bonuses, and hosting new IPCs into the organizations. This minimum activity requirement is either of the following options:

- 1. Be a participant in the Case AutoShip programme.
- 2. Have at least 60 total QPV accumulated in the current and prior two calendar months, and:
- a. Have at least one placement-hosted IPC on the first level with at least 60 total QPV accumulated over the current and prior 2 calendar months, or
- b. Have at least one personally hosted IPC with at least 60 total QPV accumulated over the current and prior 2 calendar months.

If an IPC does not meet either set of requirements above, that IPC is placed on inactive IPC status. No purchase of product is required to initially become an IPC with Tahitian Noni International; however, m activity requirement is necessary to receive any of the benefits of an active IPC. (See "Inactive IPC Status").

Note: Inactive status applies only to IPCs who have been with TNI for at least three calendar months.

Applicable law

This refers to whatever local, state, national or international law is applicable to the IPC's dealings as an IPC. TNI's acceptance of an IPC Agreement is conditioned upon the IPC's commitment to actual adherence to applicable law.

ASQV4

AutoShip Qualifying Volume through four straight generations per personal link with inactive IPC compression. ASQV4 counts the first 120 QPV ordered monthly by an IPC's account and IPCs currently enrolled in the Case AutoShip programme.

Applications:

- •Personal Paid-as Titles: All IPCs must have at least 480 ASQV4 to be paid UNLV commissions on placed volume.
- •Top Performer Bonus: To qualify for Top Performer Bonus, an IPC must:
- 1. Have a placement paid-as Jade title
- 2. Be Case AutoShip qualified
- 3. Have at least 480 ASQV4
- 4. Acquire a QV6 increase of 35% from the previous month's QV6

Black Pearl Bonus (BPB)

A pro-rata share of 3% of all Tahitian Noni International's Converted Commissionable Volume (CCV) for a calendar quarter. There is no limit on the dollar amount of this pool, which is distributed on a quarterly basis.

Breakage

Volume or commission that goes unpaid because a distributor is no longer qualified to receive commissions from his or her organization. In most network marketing companies, this amount rolls up to the company instead of the distributors in the upline. TNI's compensation plan does not have breakage and pays out the most commissions of any company of its kind. With TNI, the commission is divided among the remaining IPCs in the hostline.

Calendar month

From the first day to the last day of a given month, as opposed to a 30-day or 4-week period.

CAS6, CAS8, CAS20

Case AutoShip Volume through 6, 8 or 20 (as applicable) straight levels per placement link with inactive IPC compression. CAS6, CAS8 and

CAS20 count the QPV (120 QPV minimum, 360 QPV maximum per IPC account) sold through an IPC account by the IIPC and IPCs in the IPC's organization currently enrolled in the Case AutoShip programme.

CAS6 Applications:

- Top Performer Bonus: Once an IPC has qualified for the Top Performer Bonus, the CAS6 figure is used to determine by pro rata the dollar share the IPC will receive.
- •Black Pearl Bonus: CAS6 is used to calculate by pro rata the pearl share given to qualified Pearls whose personal hosts receive the Diamond Pearl share of the Black Pearl Bonus.

CAS8 Applications:

•Black Pearl Bonus: CAS8 is used to determine by pro rata the Diamond Pearl shares and Black Pearl shares of the Black Pearl Bonus.

CAS20 Application:

•Infinity Bonus: Once an IPC has qualified for Infinity Bonus (the IPC has a placement paid-as title of Diamond Pearl Elite or higher), the IPC's CAS20 is used to determine by pro rata the dollar share the IPC will receive.

Case AutoShip (CAS) programme

A programme available to IPCs who want to guarantee that they maintain their QPV (see "Qualifying Personal Volume").

Conditional Programme. An order of at least 120 QPV must be placed each month; refer to www.NoniOffice.com for Conditional programme deadlines for each market. This order would count as the IPC's Case AutoShip purchase for the month. If no order is placed, or if the orders placed by the 14th do not equal 120 QPV, the IPC will automatically be sent his or her selected Case AutoShip products and funds will be charged to the authorized form of payment. Unless otherwise requested, the order will be sent to the shipping address on file.

Unconditional Programme. If an IPC would like the selected Case AutoShip products (equal to 120 QPV) sent out regardless of any other orders each month, the IPC can select "Unconditional CAS Programme" on the IPC Agreement or on the Case AutoShip Change and Enrollment Form. The payment will be charged to the authorized form of payment.

Commissionable volume (CV)

Besides having a qualifying volume, each commissionable product has a commissionable volume, or CV. The CV is the value on which commissions or bonuses are calculated. CV can vary country to country

because it is based on local currency.

Commissions

Payout of up to 53% of total CV (see "Commissionable volume") to IPCs.

Compressed generation

The generation that results from dynamic compression. It is used for Fast Start Bonus calculation and labeled as FS1, FS2, FS3, FS4, and FS5.

Compressed level

The level that results from dynamic compression. It is used for Unilevel calculation and labeled as R1, R2, R3, R4, R5, R6, R7, and R8.

Converted Commissionable Volume (CCV)

The Commissionable Volume (CV) in different currencies converted into U.S. dollars.

Coral

This is the first leadership position. To qualify, IPC's must sell through their IPC account one case of TAHITIAN NONI™ Juice or the equivalent of 120 QPV per month.

Unilevel Royalties: Paid through four levels

Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Maintenance: 120 QPV and 480 ASQV4

Currency exchange fee

TNI pays commissions in the local currency of the IPC account as a benefit and convenience for its IPCs and will continue to do so. TNI will charge a monthly currency exchange fee of 0.5% for global bonuses and commissions earned from any foreign currency if the commissions are over \$2,000 (US\$) a month.

Data processing fee

TNI applies a Data Processing Fee for all commissions payments. This fee consists of the costs for processing and sending commission payments, which includes—but is not limited to—postage, printing, paper, supplies, manpower, etc.

Diamond Pearl (DIAM)

This is the fourth leadership position. To qualify, IPCs must sell through

their IPC account 120 QPV of product, have three personally hosted paid-as Pearls in their organization, and a total of 24,000 QV6 per month.

Unilevel Royalties: Paid through eight levels + possible Top Performer Bonus (TPB) + possible Black Pearl Bonus (BPB)

Placement Paid-as Title Maintenance: Achieve 120 QPV and one of the following:

- •Three personally hosted placement paid-as Pearls and 24,000 QV6 OR
- •42,000 QV8

Personal Paid-as Title Maintenance:

- •120 QPV
- •42,000 QV8 Personal
- •480 ASQV4

Diamond Pearl Elite (EDIAM)

This is the fifth leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have three personally hosted placement paid-as Pearls in their organization, and a total of 72,000 QV8 per month.

Unilevel Royalties: Paid through eight levels + Infinity Bonus (IB) + possible Top Performer Bonus (TPB) + possible Black Pearl Bonus (BPB)

Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Maintenance:

- •120 OPV
- •72,000 QV8 Personal
- •480 ASQV4

Double Diamond Pearl (DDIAM)

This is the sixth leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have four personally hosted placement paid-as Pearls in their organization, and a total of 96,000 QV8 per month.

Unilevel Royalties: Paid through eight levels + Infinity Bonus (IB) + possible Top Performer Bonus (TPB) + possible Black Pearl Bonus (BPB)

Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Maintenance:

- •120 QPV
- •96,000 QV8 Personal
- •480 ASQV4

Dynamic compression

Compresses all Commissionable Volume (CV) from infinity, based on paid-as titles, to guarantee that the maximum commissions are paid out on every level instead of allowing payouts to roll up to the company when someone does not qualify (see "Breakage").

Fast Start Bonus (FSB) programme

This is an incentive programme that rewards qualified members of the hostline on CV from newly hosted IPCs for their first 60 days or until the newly hosted IPC has accumulated at least 500 QPV, whichever is longer, beginning with the first order of commissionable product. To fully participate, the participating generations must be on CAS. On the first 120 QV ordered by the new IPC, the first generation through fifth generation receive bonuses of 20%, 5%, 5%, 5%, and 10%, respectively. If the new IPC is on CAS, on any monthly volume above 120 QV, the IPC receives 20% personal rebate and the first generation through fourth generations hostline receive 5%, 5%, 5%, and 10% bonuses, respectively. Thus when the new IPC receives the personal rebate, the bonus of the IPC's personal host drops from 20% to 5%, the fourth generation increases from 5% to 10%, and the fifth generation receives no bonus at all.

Fast Start period

The period, beginning with an IPC's first commissionable order, in which the new IPC's Commissionable Volume (CV) is eligible for Fast Start Bonus (FSB) payout under specific conditions

Generation

The personally hosted IPCs in succession above a new IPC are called generations. The new IPC's personal host is the first generation hostline, the first generation's personal host is the second generation hostline, the second generation's personal host is the third generation hostline, the third generation's personal host is the fourth generation hostline, and the fourth generation's personal host is the fifth generation hostline.

Hostline

The IPCs responsible for introducing an individual to Tahitian Noni International and then motivating him or her to become an IPC. The hostline also has the responsibility to support and train their organization.

Inactive IPC status

An IPC account which is on inactive IPC status is one that has not

fulfilled the minimum activity requirement for an active IPC. As inactive IPCs, IPCs will be allowed to continue to purchase product at IPC price using their IPC ID number. They will also be able to receive the price difference between retail and IPC price paid by retail consumers who use their ID number as the referring ID number when purchasing product. However, inactive IPCs are not eligible to receive Fast Start or unilevel commissions and/or all other bonuses on any product bought personally or by those in their organization (which will remain intact). They are also not able to host anyone new into their organization or have anyone new placed underneath them, making them the new placement host. They may, however, be moved by their personal host according to personal and placement host change rules.

IPCs may remain on inactive status indefinitely, provided they pay the renewal fee prior to their anniversary date each year. If the inactive IPC chooses not to renew with TNI, the IPC account will be terminated.

Any IPC placed on inactive IPC status may return his or her IPC account to active status by submitting an Inactive IPC Reinstatement Form (obtained from TNI's web site or found in the back of this manual) along with a reinstatement fee. If the IPC elects to be on the Case AutoShip programme upon reinstatement, this fee will be waived. Reinstatement will occur as long as the qualifications for an active IPC account are met and the renewal date of the IPC has not passed. IPCs may reactivate only prior to their renewal date.

Infinity Bonus (IB)

A bonus pool designed as an additional reward for those IPCs who excel in building strong organizations beyond eight levels. This bonus pool is 3% of Tahitian Noni International's Converted Commissionable Volume (CCV) for a calendar month from the company's 10th level to infinity. There is no limit on the dollar amount of this pool or the amount of qualifiers who can participate.

The infinity bonus pool is divided pro rata by CAS20 or discounted CAS20 among the qualifiers. The three types of qualifiers are the followina:

- Placement Paid-as Diamond Pearl Elites who are CAS qualified use 25% of their CAS20 to calculate their pro-rata share.
- Placement Paid-as Double Diamond Pearls who are CAS qualified 2. use 50% of their CAS20 to calculate their pro-rata share.
- Placement Paid-as Triple Diamond Pearls who are CAS qualified use 100% of their CAS20 to calculate their pro-rata share.

Independent Product Consultant

This is the name given to each person or entity whose offer to TNI to market its products has been accepted. All Independent Product Consultants (IPCs) have a contractual agreement with TNI to market Tahitian Noni products in accordance with TNI's ideals, the Code of Ethics of the DSA, the policies and procedures expressed in this manual, any subsequent amendment, and any applicable law.

IPC Agreement

This is the agreement form that is submitted to TNI by an individual or business entity that desires to become an IPC. Once accepted by TNI, this document becomes the binding contract between an IPC and TNI.

IPC paid-as title

This is the entry-level position. To qualify, IPCs must sell through their IPC account one bottle of TAHITIAN NONI Juice or the equivalent of 30 QPV per month.

Unilevel Royalties: Paid through three levels

Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Maintenance: 30 QPV and 480 ASQV4

IPC titles

IPC titles are leadership positions that allow IPCs to qualify for commissions. An IPC is usually referred to by his or her highest achieved title. IPCs also have "paid-as" titles which refer to an IPC's achievement on any given month. "Maintenance" is what is required of an IPC to be "paid-as" a certain title after it has been achieved or surpassed.

Immediate Household is defined as

Married or common-law spouses, persons residing in the same home, or dependent children. For IPC accounts which are business entities rather than individuals, Immediate Household means the shareholders, owners, directors, officers, trustees, responsible parties, etc. of such entities and persons married to or common-law spouse of, or residing in the same home with, or dependent children of, the persons who are the shareholders, owners, directors, officers, trustees, responsible parties, etc. of such entities.

Jade

This is the second leadership position. To qualify, IPCs must sell through their IPC account one case of TAHITIAN NONI Juice or the equivalent of 120 QPV, have three personally hosted placement paid-as

Corals in their organization, and have a total of 4,800 QV6 per month.

Unilevel Royalties: Paid through six levels + possible Top Performer Bonus (TPB)

Placement Paid-as Title Maintenance: Achieve 120 QPV and 4,800 QV6

Personal Paid-as Title Maintenance:

- •120 QPV
- •4,800 QV6 Personal
- •80 ASQV4

Levels

These have reference to the levels on which an IPC is placed in an IPC's organization. The organization first level consists of the IPCs directly beneath the IPC. IPCs on the organization second level are directly under the first, the third under the second, and so forth. Unlike the many IPCs that can be on an IPC's organization levels, the hostline levels are restricted to the direct line of IPCs that begin with the IPC placed directly above the IPC. This is the hostline first level. The IPC above the hostline first level is the hostline second level; above the second level, the third-level IPC. It is the hostline levels to whom IPCs are to look for training and assistance in beginning and expanding their TNI businesses.

Manual

This refers to this Policy Manual, which is incorporated as a matter of reference into the IPC Agreement, with all of the pertinent amendments thereto.

Non-PV products

Items sold to IPCs without a point volume; examples include the IPC Starter Kit and most promotional items.

Non-referred consumer

A retail consumer or Rewards member that has no pre-existing association with an IPC.

Organization

An organization is made up of IPCs for whom an IPC is the personal hosts, IPCs for whom an IPC is the placement host, and IPCs that have been recruited by these IPCs. By receiving commissions based on the orders and sales of their organization, an IPC has a duty to train and encourage their organization.

Paid-as title

In order for IPCs to achieve titles, they must build organizations of IPCs who use and sell TAHITIAN NONI products and develop leadership and marketing skills. If IPCs no longer qualify for a previously earned leadership position, they may still hold the title but are paid commissions only for the title they presently qualify for. However, to qualify for various titles, an organization must have IPCs who then qualify for certain titles and cannot rely on IPC accounts that once held titles but no longer qualify. The phrase "paid-as title" signifies that the IPC not only has been a leader at that position at one time, but also presently qualifies during that particular commissions period to hold the leadership position.

Pearl

This is the third leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have three personally hosted placement paid-as Jades in their organization, and have a total of 24,000 QV6 per month.

Unilevel Royalties: Paid through seven levels + possible Top Performer Bonus (TPB) + possible Black Pearl Bonus (BPB)

Placement Paid-as Title Maintenance: Achieve 120 QPV and one of the following:

•24,000 QV6

OR

•30,000 QV7

Personal Paid-as Title Maintenance:

- •120 OPV
- •24,000 QV6 Personal OR 30,000 QV7 Personal
- •480 ASQV4

Personal host

This is the IPC that brings an IPC or Rewards member into TNI. This person benefits from the orders placed by IPCs and Rewards members in their organization and from title advancements their personally hosted IPCs earn in the future. A new IPC becomes a personal host by hosting another person as a new IPC or Rewards member. Fast Start Bonuses and credit for title advances are tied to personal hosts.

Personal paid-as title

Determined by QV6 Personal, QV7 Personal, or QV8 Personal. It is used to earn Unilevel (UNLV) commissions on placed volume. #
The following list outlines the monthly qualifications for each personal

paid-as title:

•IPC: 30 QPV and 480 ASQV4 •Coral: 120 QPV and 480 ASQV4

•Jade: 120 QPV, 4,800 QV6 Personal and 480 ASQV4 Pearl: 120 QPV, 24,000 QV6 Personal and 480 ASQV4 or 120 QPV, 30,000 QV7 Personal and 480 ASQV4

Diamond Pearl: 120 QPV, 42,000 QV8 Personal and 480 ASQV4

Diamond Pearl Elite: 120 QPV, 72,000 QV8 Personal and 480 ASQV4

Double Diamond Pearl: 120 QPV, 96,000 QV8 Personal and 480 ASQV4

•Triple Diamond Pearl: 120 QPV, 120,000 QV8 Personal and 480 ASQV4

Personal rebate

This is a 20% rebate of the CV for TAHITIAN NONI® products that is paid to any IPC for personal orders in any month that exceed 120 QV. In order to qualify for Personal Rebate, an IPC must be on Case Auto-Ship and have accumulated at least 500 QPV. This is considered to be a discount for volume purchasing and is not reported on a 1099 as income. An IPC that is not on CAS cannot receive a personal rebate.

Personal Rebate Commissionable Volume (PRCV)

CAS IPCs' monthly CV over the CV associated with monthly 120 QPV. For example, if a CAS IPC orders a product with 200 QV and 150 CV, the PRCV will be ((200-120)/200*150) = 60. The regular CV is 90, which is associated with 120 QPV.

Personal-linked volume

All volume that comes from the IPC, the IPC's personally hosted IPCs, their personally hosted IPCs, and so on.

Personally hosted IPC

An individual that an IPC personally signs up and trains to be an IPC. Personally hosted IPCs constitute the IPC's first generation. Fast Start Bonuses, Personal Paid-as Title, and credit for rank advances are tied to the personally hosted IPCs.

Placement host

This is the IPC that is above an IPC in their hostline. It may be their personal host or another IPC, depending on the decision of the personal host. Unilevel commissions are tied to CV from IPCs placed beneath an IPC, regardless of their personal host.

Placement-linked volume

All volume emanating from an IPC's placement hosted IPCs, their organizations, and so on.

Placement paid-as title

Determined by QV6, QV7, or QV8 and organization titles. It is used to earn Unilevel (UNLV) commissions on personally linked volume.

The types of placement paid-as titles are the following:

- IPC
- Coral
- Jade
- Pearl
- Diamond Pearl
- •Diamond Pearl Elite
- Double Diamond Pearl
- •Triple Diamond Pearl

Products

Tahitian Noni products for retail sale or personal use by authorized IPCs.

Qualifying compression

Qualifying Compression helps IPCs achieve and maintain leadership titles by compressing qualifying volume (QV) over Inactive IPCs.

Qualifying Personal Volume (QPV)

An IPC's personal volume shown in points. This volume will also include qualifying volume (QV) from retail orders placed under the IPC account.

Qualifying Volume (QV)

Each commissionable TAHITIAN NONI® product has a certain number of points assigned to it. For example, one case of TAHITIAN NONI® Juice has QV of 120 points. The total number of points of all orders placed by an IPC in a calendar month is the qualifying personal volume of that IPC account in that particular month.

QV6, QV7, QV8 Personal

Personally linked qualifying volume through 6, 7 and 8 placement levels (as applicable). It is used to qualify for a personal paid-as title, which is used to earn Unilevel commissions on placement-linked volume.

QV6 Personal Applications:

• Jade Personal Paid-as Title: Used to determine the Jade personal

paid-as title in which the IPC must have at least 4,800 QV6 Personal. Pearl Personal Paid-as Title: Used to determine the Pearl personal paid-as title in which the IPC must have at least 24,000 QV6 Personal.

QV7 Personal Application:

•Pearl Personal Paid-as Title: Used as one of the qualifications to determine the Pearl personal paid-as title in which the IPC must have at least 24,000 QV6 Personal or 30,000 QV7 Personal.

QV8 Personal Application:

•Diamond Pearl Personal Paid-as Title: Used to determine the Diamond Pearl personal paid-as title in which the IPC must have at least 42,000 QV8 Personal for DIAM, 72,000 for EDIAM, 96,000 for DDIAM, and 120,000 for TDIAM, respectively.

R1 - R8

Royalty levels 1 through 8 are the levels that result from dynamic compression. These are the levels on which Unilevel (UNLV) commissions are paid. The difference between the level and the royalty level represents how many levels an order has compressed.

Retail profit

Retail profit paid by Tahitian Noni International consists of the difference between the retail and IPC price of the commissionable product. IPCs do not need to order a minimum amount of Qualifying Personal Volume (QPV) to receive retail profit. Even inactive IPCs can still receive retail profit.

Retail sales

When an IPC sells directly to a consumer, he or she receives the retail profit for that purchase.

Rewards programme

A frequent shopping programme designed for consumers of Tahitian Noni products. The Rewards programme provides many benefits for both the Rewards member and for his or her host IPC.

Rewards member

A consumer who has signed up to be a member of the Rewards programme.

Royalties

These are the commissions paid to an IPC under the Unilevel (UNLV) plan. Royalty levels are labeled R1, R2, R3, etc.

Titles

An IPC may qualify for titles by creating an organization in which IPCs are actively using and selling Tahitian Noni products. A title may qualify an IPC to be paid through various levels of his or her organization and may also allow him or her other privileges as an IPC. TNI allows an IPC account to keep a title once the IPC account has qualified for it; however, the IPC account must maintain and actively promote activity in his/her organization to continue to be paid at the highest title achieved.

Top Performer Bonus (TPB)

Tahitian Noni International's Top Performer Bonus (TPB) programme is a unique way to reward those individuals who are increasing their QV6. This bonus pool is 2% of the company's Converted Commissionable Volume (CCV) for a calendar month. There is no limit on the dollar amount of this pool, which is paid monthly and is divided pro rata by CAS6 among the qualifiers. This bonus is not limited to a set amount of qualifiers—new and existing IPCs may qualify for this pool.

Total payout

The total payout is 53% of Commissionable Volume (CV) (45% for Fast Start Bonus (FSB) or Unilevel (UNLV), 2% for Top Performer Bonus (TPB), 3% for Infinity Bonus (IB), and 3% for Black Pearl Bonus (BPB) = 53%)

Triple Diamond Pearl (TDIAM)

This is the seventh and highest leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have five personally hosted placement paid-as Pearls in their organization, and a total of 120,000 QV8 per month.

Unilevel Royalties: Paid through eight levels + Infinity Bonus (IB) + possible Top Performer Bonus (TPB) + possible Black Pearl Bonus (BPB)

Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Maintenance:

- •120 QPV
- •120,000 QV8 Personal
- •480 ASQV4

Unilevel payout plan (UNLV)

The set of rules governing the monthly payout of non-Fast Start Bonus commissionable volume. the Unilevel payout plan pays through placement levels, incorporating dynamic compression and paid-as titles.

Volume

The value associated with the product ordered. The total amount of volume an IPC and his or her organization generate will determine the IPC's paid-as title and the level of commissions IPCs earn.



Business/Company name

revised versions of those documents.

BUSINESS APPLICATION ADDENDUM

Company number

Please fill in the following sections with the personal information of all persons having a beneficial interest in thi
business (i.e., president, vice president and board of directors or shareholders, and in the case of partnership, all
partners). You may use as many addendums as necessary. TNI must be notified in writing if any of the information
contained in the required documents listed below changes in any way. TNI must be given copies of the updated of

Name	Fax
	E-mail
Phone	Position/title in company
Signature	Date
Name	Fax
	E-mail
Phone	Position/title in company
Signature	Date
Name	Fax
	E-mail
Phone	Position/title in company
Signature	Date
Name	Fax
	E-mail
Phone	Position/title in company
Signature	Date

To sign up a business as a Tahitian Noni International IPC, the following documents will be necessary:

- 1. IPC Agreement (with the business name listed as the IPC name).
- 2. Business Application Addendum.
- 3. Copy of company report from Companies House
- 4. Copy of the articles and memorandum of association (or other appropriate legal documents).

For more information on signing up an IPC account in the name of a business entity, please go to www.NoniOffice.com.





CASE AUTOSHIP CHANGE AND ENROLLMENT FORM

IPC Information			
IPC name (required)		ID# (required)	
Address		E-mail	
City	State	Country	Post code
Telephone (required)		Fax	
Change or Enrollment R	equest		
below) I understand tha	t I will automatically	nconditional Case AutoShip programme be sent the product(s) I indicate below o uring any month. I authorise Tahitian N	e. (If checked, fill out payment information on the 1st day of each month, regardless of any Noni International to fill this order.
My Unconditional Case Auto	Ship preference is:		
☐ Case of TAHITIAN N	ONI™ Juice	☐ Case of TAHITIAN NONI™ Ju	ice Kosher
below.) I understand that requirement. I further u exceed 120 QPV and th	at I may order any con understand that in ord at if my orders by the	nmissionable products from Tahitian No er to fully qualify as a Case AutoShip I	If checked, fill out payment information oni International at wholesale to meet this PC, my orders for the month must equal or r exceed 120QPV, one case (four bottles) of the ini International to fill this order.
My Case AutoShip preference	is:		
☐ Case of TAHITIAN N	ONI™ Juice	☐ Case of TAHITIAN NONI™ Ju	ice Kosher
Please check one of the follow	ring:		
☐ I will pick up my AutoS	hip order from a loca	l warehouse.	
☐ I would like my AutoSh	ip order delivered to 1	ny shipping address.(UK & Ireland Onl	(y)
Shipping and Handling			
UK: £10.00 + VAT is added to	o each order for Tahi	tian Noni™ (products up to a total of 22	2kg)
Ireland: €14.25 + VAT is add	ded to each order for	Tahitian Noni $^{\scriptscriptstyleTM}$ (products up to a total	of 22kg)
Discoution and Dames	4		
Discontinuance Reques	τ		
☐ I wish to discontinue m	y AutoShip enrollmen	t at this time.(*Please Sign below for ch	anges to take effect.)
Method of Payment			
□ VISA □ MasterCard □ I	Direct Debit (Must att	ach a Direct Debit Authorisation Form	n)
Name (as it appears on card)			
	-		
Credit card number			Expiration date (mo/yr)
Credit card billing address			Billing post code
Authorised Signature			Date
Authorisation (required)			
AutoShip changes need to be month.	received by Tahitian 1	Noni International by the end of the mo	onth for the change to take place the following
Authorised Signature			Date

Please post or fax to:

Tahitian Noni International UK Limited 106 Arlington Road, London NW1 7HP

Fax: 0870610 7181

*DIRECT DEBIT ORDERS WILL BE SHIPPED ONE WEEK AFTER CREDIT CARD ORDERS ARE SHIPPED.





REFUND AUTHORISATION FORM

IPC Informa	ation	
Name		IPC ID#
Address		
City		Post code
Telephone number		E-mail
Sales Order #		Tracking #
Return Authorization #		(Obtain by calling your call centre 0800 032 2665)
Product(s)	being returned:	
	Description	
Quantity		
Quantity	Description	
Quantity Quantity Quantity	Description Description	ess return
Quantity Quantity Quantity * Please allow	Description Description Description v 5-7 Business days to proce	ess return cified in the Policy Manual

RETAIL EXCHANGE FORM

IPC Informa	ation			
Name		IPC ID#		
Address				
City		Post code E-mail		
Telephone number				
Customer I	nformation			
Name		IPC ID#		
Address				
City		Post code		
Telephone number		E-mail		
Reason for ret	urn:			
Sales Order #		Tracking #		
Return Authorization #		(Obtain by calling your call centre 0800 032 2665)		
Product(s)	being returned:			
Quantity	Description			
Quantity	Description			
Amount refun	ded by IPC to customer:			
IPC signature		Date		
Customer sign	ature	Date		

Any form that is not filled out completely will not be accepted.



^{*}Please allow 5-7 Business days to process return Please send form with empty bottle.

HOSTLINE RELEASE FORM

By signing this Hostline Release Form, you are agreeing to forfeit all rights as a hostline to the IPC requesting this change. The IPC will be cancelled for the next commissions period, and will be permitted to re-sign up under a new personal host or transfer into another existing IPC account immediately without observing the required six-month waiting period. The IPC understands that he or she will not be allowed to take his or her personally hosted downline with him or her upon release, and the downline will roll up to the next personal and placement hosts. This form should be accompanied by a new IPC Agreement for the IPC who is being released.

IPC to be released (please print)		ID#	
Signature of IPC to be released		Witnessed	
Witnessed Hostline Signatu	res (By placement host link)		
Upline host	ID#	Witnessed	
Upline host	ID#	Witnessed	
Upline host	ID#	Witnessed	
Upline host	ID#	Witnessed	
Upline host	ID#	Witnessed	
Upline host	ID#	Witnessed	
Upline host	ID#	Witnessed	
Upline host	ID#	Witnessed	
Witnessed Hostline Signatu	res (By personal host link)		
Personal host	ID#	Witnessed	
Upline host	ID#	Witnessed	
Upline host	ID#	Witnessed	
Upline host	ID#	Witnessed	
Upline host	ID#	Witnessed	

^{**}Witness – Persons signings as witnesses must be present to observe the relevant parties signing the document. The witness must be over 18 years of age and include their full name and residential address on the document that they witness. The document must be dated on the day it was signed. The witness may not have any connection or interest in the document that is being signed. For questions regarding required signatures please call your local Tahitian Noni International office. Submit this form by mail or fax to your local Tahitian Noni International office by the 15th of the month.





INACTIVE IPC REINSTATEMENT FORM

Personal Information		
IPC name	IPC ID#	
Address		
City	Country	Post code
Telephone number	Fax number	
I wish to reinstate my IPC status with Tahitian stand in order to maintain my active IPC status period of time and have one or more active pers gible to receive earned bonuses in Tahitian No.	s I need to sell through my account a cu sonally hosted IPCs or an active first le	umulative 60 QPV over a three month evel IPC. I also understand I will be eli-
Signed	Date	
Coapplicant	Date	
☐ Please remit this form to: Tahitian Noni International UK, 106 Arlingto OR	on Road, London NW1 7HP, England	
□ Enroll me in Tahitian Noni International I understand that in order to fully qualify exceed 120 QPV, and that if the orders by bottles) of TAHITIAN NONI™ Juice. I a	y as a Case AutoShip IPC, orders on my y the 10th day of each month do not ec	y account for the month must equal or qual or exceed 120 QPV, one case (four
ID number during any month. (if availab	to send me case(s) of TA AN NONI™ Juice each month regardle ble)	HITIAN NONI™ Juice OR ss of any other orders made under my
As my Case AutoShip preference, please send interested in other preference options):	me the following every month (contact	t TNI Customer Service if you are
□ TAHITIAN NONI™ Juice	□ Kosher TAHITI.	AN NONI™ Juice (if available)
Please check one of the following: ☐ I will pick up my AutoShip order from a ☐ I would like my AutoShip order delivered		
Method of Payment		
☐ Credit Card ☐ Direct Debit Card Type: ☐ Name (as it appears on card)	J VISA □ MasterCard	
Credit card number		Expiration date (mo/yr)
Credit card billing address	Billing post code	
Authorised signature	Date	





ERROR CORRECTION REQUEST

This Error Correction Request form is to be used by IPCs to report host errors from sign-ups. This form must be received within 14 days of sign-up. Any form received after the deadline or not filled out completely will not be accepted. All reasons for errors must be valid and are subject to investigation. Tahitian Noni International will make the change at its discretion. Witnesses on all signatures are required.

IPC being moved (please print)	ID#
Personal Host Information	
Incorrect personal host	ID#
Correct personal host	ID#
Placement Host Information	
Incorrect placement host	ID#
Correct placement host	ID#
Reason for error	
Reason for error	
-	
Required Signatures	
We, the undersigned, affirm that the above informat	tion is true and we accept all future ramifications of such a change.
IPC being moved signature	Witnessed
Incorrect personal host signature	Witnessed
incorrect personal nost signature	withessed
Incorrect placement host signature	Witnessed
Correct personal host signature	Witnessed
Correct placement host signature	Witnessed



HOME

ORGANISATION REPORT NON-DISCLOSURE AGREEMENT

Organization Reports may include personal information, such as addresses and telephone numbers, and are considered confidential by Tahitian Noni International UK Ltd. Any IPC who wishes to request an Organization Report (either in hard copy form or from the Internet) must read the Organization Report Non-disclosure Agreement below and understand the terms under which he or she will be provided this information. If the IPC agrees to these terms, he or she must sign and date the bottom of this form and then fax or mail it to the local Tahitian Noni International office. By entering into the Non-disclosure Agreement, the IPC agrees that it will be regarded as a data processor and will comply with the Data Protection Act 1998 and any regulations made under it, as if it were a data controller as well as the instructions given by TNI. If the IPC wishes to be able to access this information on the Internet he or she must provide TNI with a desired PIN, which will be activated upon receipt and acceptance of this form.

I, the undersigned IPC, have today entered into a non-disclosure agreement with Tahitian Noni International UK Ltd. on the following terms:

I understand and accept that as a data processor I will act only on instructions and directions from TNI and shall comply promptly with all such instructions and directions. I also agree to take and implement all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of such personal data and to protect such personal data against unauthroised or unlawful processing, accidental loss, destruction or damage as may be required of a a data controller or as directed by TNI from time to time.

In consideration for the Organization Report or Management Report which I have received from Tahitian Noni International UK Ltd. regarding IPCs in my organization, including my hostline, I agree not to share any of the information in this report with any third persons other than as outlined below. I agree to use this information solely for the administration or building of my Tahitian Noni International IPC account or the IPC accounts of those IPCs in my organization, and will not share this information with any other Tahitian Noni International IPCs, including those in my organization. I agree not to use this information with any other non-Tahitian Noni International business in which I may be involved. I agree not to contact any person listed in either of these reports except to assist in the administration or building of Tahitian Noni International IPC accounts. I understand that I am strictly forbidden from using any information obtained solely from this report in violation of this agreement. I may use information obtained from another legitimate source which may also be contained in this report provided I comply with the policies and procedures as outlined in the Tahitian Noni International Policy Manual.

Any violation of this agreement by me may result in immediate suspension or termination of my IPC account, the imposition of legal action against me, including but not limited to the entry of an injunction forbidding my transferring this information to a third person, the entry of damages against me for breach of this agreement, and any other legal remedy allowed by local law, including costs and attorneys' fees.

IPC name	ID#
Date	
Please indicate your preferred personal identification number Agreement. Your PIN can be 4 to 6 characters long, and you	
My PIN is : Authorised signature (required)	



SALE OF IPC ACCOUNT FORM

IPC Account Information		
IPC ID#	Date	
Name of current owner (seller)		
Name of new owner (purchaser)	Agreed-upon purchase price £	
*Upon signing this document, the seller agrees not to Tahitian Noni International IPC for the period of account, seller understands that he or she cannot si Month Waiting Period policy.	one year from the date of the sale or trans	fer. Upon transfer of this IPC
The seller also verifies that the purchaser has met t she has had no beneficial interest in any IPC accounts.	the terms of the purchase agreement. The part for the past six months.	ourchaser verifies that he or
The seller and purchaser verify that they are both s not be held liable in any manner and be indemnifie employees, agents, attorneys, assigns, successors-in-	ed by both if any legal proceeding between	the seller and purchaser, their
Signature of seller	Witnessed	
Signature of purchaser	Witnessed	
Method of payment for the required £26 □ VISA □ MasterCard □ Cheque	.00 transfer fee	
Credit card number	Expiratio	n date (mo/yr)
Authorised Signature		
Check number	Name of check holder	Date
Send this by mail to:	or fax it to:	or email it to:
Tahitian Noni International UK Ltd 106 Arlington Road, London NW1 7HP UK	Attn: Compliance Dept. 0207 284 7000	ukcompliance@tni.com
Note: *This form must be used to transfer ownership from t 1) the coapplicant is the spouse or cohabitant of the m 2) the coapplicant has been on the IPC account for at	nain applicant (see "Simultaneous Interests" policy) or

Note: *This form must be used to transfer ownership of an IPC account from an individual to any entity, or to transfer ownership of an IPC account from any entity to an individual, even if the individual also owns the entity.

Note: *Please allow 30 days for the processing of completed Sale of IPC Account paperwork.

***Witness – Persons signings as witnesses must be present to observe the relevant parties signing the document. The witness must be over 18 years of age and include their full name and residential address on the document that they witness. The document must be dated on the day it was signed. The witness may not have any connection or interest in the document that is being signed. For questions regarding required signatures please call your local Tahitian Noni International office. Submit this form by mail or fax to your local Tahitian Noni International office by the 15th of the month.



TT		T /	10
п	v	ЧVI	HГ

PLACEMENT/PERSONAL HOST CHANGE FORM

 This form is being used to request □ a place See the Policy Manual for the policies gove 		change □ both placement and	personal host change
IPC to be Moved (please print)			
IPC name		ID#	
Telephone Number			
Personal Host of IPC (please print	t)		
		ID#	
Telephone Number			
New Placement/Personal Host Inf	ormation (please	print)	
Moving IPC is to be placed beneath		ID#	
Moving IPC is to be personally hosted by		ID#	
Placement Change (120 day, unas	sisted organisati	on after 120, roll-up)	
☐ Within 120 days of application	☐ Unassisted org	anisation after 120 days	□ Roll-up
Signature of personal host (required)			
Notarised Placement Change (Sig	natures must be v	witnessed)	
IPC being moved	ID#	Witnessed	
1. Personal host	ID#	Witnessed	
2. Upline host	ID#	Witnessed	
3. Upline host	ID#	Witnessed	
4. Upline host	ID#	Witnessed	
5. Upline host	ID#	Witnessed	
6. Upline host	ID#	Witnessed	
7. Upline host	ID#	Witnessed	
8. Upline host	ID#	Witnessed	
New Personal Host Information (p	olease print)		
Moving IPC is to be personally hosted by		ID#	Witnessed
Personal Host Change (Signature	s must be witness	sed)	
IPC being moved	ID#	Witnessed	
1. Personal host	ID#	Witnessed	
2. Upline host	ID#	Witnessed	
3. Upline host	ID#	Witnessed	
4. Upline host	ID#	Witnessed	
5. Upline host	ID#	Witnessed	

^{**}Witness – Persons signing as witnesses must be present to observe the relevant parties signing the document. The witness must be over 18 years of age and include their full name and residential address on the document that they witness. The document must be dated on the day it was signed. The witness may not have any connection or interest in the document that is being signed. For questions regarding signatures, please call your local Tahitian Noni International office. Submit this form by mail or fax to your local Tahitian Noni International office by the 15th of the month.

HOME

RENEWAL OF IPC ACCOUNT FORM (UK)

I, the undersigned IPC:				
(please insert the name under which	h your IPC Account is registered with TNI	UK)		
(please insert your National Insuran number)	nce number, or, if the IPC is a business or tr	rust, the company and/or tax reference		
Having as IPC ID number with TN	NI-UK:			
Mailing address:				
City:	Country:	Post code:		
Daytime phone number:	Fax number:			
Evening phone number:	Mobile phone n	Mobile phone number:		
Shipping address:				
City:	Country:	Post code:		
Names of spouse or other applica	.nt:			
National Insurance number of co-	-applicant:			
rent version of the TNI-UK policy manual	wal of my IPC account for an additional year. I under (which may be different from the version governing the understand that a renewal requires me to pay the annual	he IPC account upon my sign-up as an IPC or previous		
affiliated companies worldwide to process the per applicant under the agreement with TNI-UK, to to its subsidiaries and affiliated companies worldwin the policy manual) for the purpose of administrin their sales organisation. The IPC, and , if appl to countries without a level of legal protection of have the right to access their personal data and to she understands and agrees that he/she will not us renewal of the IPC account, IPC and co-applicant	Tahitian Noni International in Provo, Utah, United States of wide, and to other IPCs who are in the same sales organisation ering the sales and distribution of Tahitian Noni International licable, the co-applicant, understands and agrees that this transprivacy equivalent to that provided by IPC and co-applicant's or require TNI-UK to correct, delete, or block any data that is see such data except in the administration and development of	s well as information about the activities of the IPC and the co-America, where the data will be kept in an electronic database, a (through links of personal or placement hosts, as explained all products and providing reports to its IPCs of sales activity after of these personal data and other information will be made home country. The IPC, and, if applicable, the co-applicant, incorrect. If the IPC receives personal data of other IPCs, he/his/her sales organisation, and that upon termination or nones, except as otherwise required by law. TNI-UK and Tahitian		
Signature(s) IPC:	Signature co-applicant:	Date:		
(if you sign this form on behalf of	f a business or trust, please state your posi	ition)		
For acceptance by Tahitian Noni	International UK:			
Signature(s) IPC:	Date:			
Tahitian Noni International UK				

Plese complete and sign two copies. One original copy will be sent back to the IPC following acceptance and signature by TNI-UK.





RESIGNATION REQUEST FORM

Personal Information (r	Personal Information (required)		
Name	ID#		
Address			
City	Post code		
I wish to resign my Tahitian I request.	Noni International Independent Product Consultant account effective the date of this		
•	ng my IPC account, I will forfeit all benefits of my IPC account, and that I must comply to sign up with another TNI IPC account or have a beneficial interest in another TNI IPC		
Signed	Date		
Reason for Resignation	ı (optional, check all that apply)		
	he business right now, but please contact me in the future if new products or services are		
☐ I am moving/changing jo	obs and can no longer manage the business.		
☐ I am resigning for finance	cial reasons.		
☐ I don't have enough time	e.		
☐ I don't understand the T	NI business/strategy.		
☐ I have encountered opp	position from my family.		
☐ I have encountered diffi	culties with my organization or my hostline.		
☐ I have decided to becom	ne involved in a different business.		
□ Other:			

HOME

REPORT OF A POSSIBLE VIOLATION OF TAHITIAN NONI INTERNATIONAL'S POLICIES

Submitted by:	ID#:
	Email Address:
that because of TNI's privacy proceduraction taken as a result of this report.)	TNI may contact you for any necessary clarifications in your statement. Please note res, TNI may not notify the submitting IPC of any investigation done or disciplinary ne person who has first-hand knowledge of the possible violation of TNI's policies.
Name(s) and 1D#(s) of IPC(s) w.	ho may have violated TNI's policies:
Name:	ID#:
Name:	ID#: ID#:
Name:	ID#:
What is the possible policy viol	lation? What TNI policy may have been violated?
volved persons or witnesses, etc	iolation. Include all specifics, such as any applicable dates, locations, inc. Attach additional sheets as necessary to include the detailed statements, photographs, etc. that may apply in the situation.
Signed:	Date:
and statement may be used if necessar	ment is, to the best of your knowledge, true and correct. You also consent that your name by in the course of the Compliance Department's investigation. If the form is not signed, the ement to investigate the possible policy violation, which may limit or even stop TNI's ability violation.
This completed form, and any a	additional information or evidence, should be submitted to:

This completed form, and any additional information or evidence, should be submitted to TNI UK Compliance Department 106 Arlington Road, London NW1 7HP ukcompliance@tni.com









