

COFFEECELL USA LTD, LLC

Policies and Rules of Conduct For Coffeecell USA Ltd Independent Partners of United States of America

Independent Partners of COFFEECELL USA LTD (referred to herein as “IPs” or “COFFEECELL IPs”) should abide by these Policies and Rules of Conduct, for the COFFEECELL Marketing / Compensation Plan and which are incorporated into this COFFEECELL Business Manual and all or any amendments thereto made by COFFEECELL periodically.

As a COFFEECELL Independent Partner, you agree to conduct your COFFEECELL distribution business according to the following principles:

1. I will deal fairly with people I meet in my activity as a COFFEECELL IP in the same manner I would wish them to deal with me.
2. I will uphold and follow the Rules of Conduct as stated in the official COFFEECELL Code of Ethics and Rules of Conduct and official COFFEECELL Literature, observing not only the ‘form’ but also the ‘content’ of those Rules.
3. I will present COFFEECELL products and the COFFEECELL Sales and Sponsorship Opportunities to my consumers and prospects in a truthful and honest manner, and I will make only such claims as are sanctioned in official COFFEECELL Literature.
4. I will be courteous and prompt in the handling of any and all product complaints, following procedures prescribed in official COFFEECELL Literature for the giving of exchanges and refunds.
5. I will conduct myself in such a manner as to reflect only the highest standard of integrity, frankness, and responsibility.
6. I will accept and carry out the various prescribed responsibilities of a COFFEECELL IP (and of a Sponsor) as set forth in official COFFEECELL literature.
7. I will use only COFFEECELL reviewed or produced literature in connection with presentation of the COFFEECELL Marketing Plan, the selling of COFFEECELL Products, and my activities as a COFFEECELL IP. I will take total responsibility for any of my own literature which is not sanctioned by COFFEECELL.
8. I will allow COFFEECELL to deduct any and all monies I owe COFFEECELL or other COFFEECELL IPs from my monthly compensation (ie., commissions and rebate payments) to be received from COFFEECELL.
9. I will accept that these policies, the Rules of Conduct, and the Business Manual and the compensation plan are subject to change periodically, effective upon notice to the IPs. My continued placement of orders and acceptance of rebate payments, indicates acceptance.

COFFEECELL RULES OF CONDUCT

Terms and conditions applicable to Independent Partners

The Rules of Conduct of COFFEECELL specify the rights, obligations and responsibilities of COFFEECELL Independent Partners. These rules mainly apply to the relationship between COFFEECELL and Independent Partners as well as the reciprocal relationship among Independent Partners. COFFEECELL has no intention to curb transactions or to confine business activities with unreasonable limitations through these Rules.

1. INTERPRETATION

In all contractual agreements you sign with COFFEECELL and in COFFEECELL published literature, unless the context otherwise requires, the following words and phrases shall have the meanings set out below:

1.1 “COFFEECELL or CC” means COFFEECELL USA LTD, LLC.

1.2 “CC Marketing Plan/ Compensation Plan” means the CC rebate program including, but not limited to discounts, differential bonus, bonuses and awards; sponsoring procedures, CC guidelines, requirements, systems, procedures and policies, with respect to the presentation of CC products, the CC Business, and the conduct of a CC IP business, as set out in the CC Business Manual as amended when necessary by CC from time to time with notice in Company publications;

1.3 “Independent Partner or IP” or “COFFEECELL Independent Partner or CC IP” means an independent contractor of CC for the sale of CC products and CC distributed products, and for sponsoring new sign-up IPs.

1.4 The meaning of “Sponsorship” is that as explained in the CC Marketing/ Compensation Plan;

1.5 “Line of Sponsorship” in the case of any one IP means the IP concerned, his Sponsor and his Sponsor’s Sponsor, and so forth and Upline Sponsors;

1.6 “Independent Partner Group” in respect of any one IP means the IP concerned, all IPs personally sponsored by him/her, all IPs personally sponsored by such IP and so forth down the line from the IP concerned, to and including those IPs who have not yet sponsored other IPs;

1.7 The definition of “Personal Group” is same as Rule 1.5, but does not include any IP downline from the IP concerned or any IP downline from any such IP (Downline is construed as any person(s) underneath the IP in question or his/her group directly under him/her as a whole.);

1.8 “COFFEECELL products” means products, any literature promulgated from time to time, Business Manual, services offered, and products manufactured, supplied or provided by or on behalf of CC and which are made available by CC to IPs for sale or use in accordance with the Rules;

1.9 “Rules or Rules of Conduct” means these Rules of Conduct for IPs, as the same may periodically be altered or amended by CC and come into effect through publication in official CC literature, news release or the like;

1.10 All terms used in these Rules, defined or explained in the CC Marketing/Compensation Plan, shall have the same meaning as they have in the CC Marketing/Compensation Plan. Without limiting the generality thereof, such terms include “Independent Partner” (or “IP”);

1.11 “COFFEECELL Fiscal Year” begins January 1st and ends December 31st of the calendar year;

1.12 “Business Support Materials” (“BSM”) refers to a variety of CC produced sponsoring and merchandising aids such as audio and videotapes, literature, flip charts, meetings and rallies for training and motivating Independent Partners and for use with prospective IPs that IPs may make available to other IPs;

1.13 “IP business” means the authorization by CC to being an IP;

1.14 “COFFEECELL Business Manual” means a manual including, but not limited to, introduction of CC, its products, literature, and other related materials;

1.15 Except where the context otherwise requires, reference to the singular shall include the plural and reference to the masculine gender shall include the feminine gender;

1.16 The CC Marketing/Compensation Plan shall be deemed to form part of these Rules. Without prejudice to any major provision in the Marketing/Compensation Plan, new policy will be imposed by CC periodically that binds IPs of all levels.

2. AUTHORIZATION AS AN INDEPENDENT PARTNER

2.1 Qualifications for applying as a CC IP:

2.1.1 The opportunity to become an IP is available to all persons of eighteen (18) years of age or older (or of the legal age of a given jurisdiction), regardless of their sex, race, nationality, political, or religious beliefs. An applicant who wishes to become an IP, or to renew his authorization as an IP, must be capable of entering a contract in accordance with the laws of the given jurisdiction (it could be a county, a city, or a state as the case may be).

2.2 Procedures for applying as a CC IP (ie., sign up with the Sessia app, properly fill out a CC IP Application, and executed copy of W9 for U.S. residents.)

2.2.1 To become an IP of CC, a person must be sponsored by an existing authorized IP;

2.2.2 Before completing and signing the CC IP Application and Agreement Form, an applicant shall be familiar with the Code of Ethics, Rules of Conduct, and all information in the CC Business Manual and agree to abide by all of their provisions of the Application;

2.2.3 The CC IP Application and Agreement Form must be sent to CC immediately upon completion. The authorization of an IP will be effective only if and when the prospective IP receives a CC Identification Number.

2.3 Conditions for applying as a CC IP:

2.3.1 The Applicant shall meet the business volume requirements in the CC Marketing Plan and become familiar with the CC products;

2.3.2 An IP may resign his IP business at any time by giving CC written notice;

2.3.3 A former IP may apply for authorization as a new IP pursuant to Rule 4.3, 4.4, 4.5 and 4.6, unless that IP's former IP business was terminated or its sponsorship removed;

2.3.4 The rights and privileges that come with the CC IP Identification Card cannot be transferred to another person, except as specifically provided for in these policies.

2.4 Except under the condition stated in Rule 2.3.1., no prospective or existing IP may be required for any reason to:

2.4.1 Purchase a specified amount of CC products or maintain a specified minimum inventory;

2.4.2 Purchase any products, literature, sales aids, audio-visual materials or services not produced by CC;

2.4.3 Purchase tickets to attend rallies, seminars, or other meetings organized by CC or CC IPs;

2.4.4 Sponsor a specified number of new IPs;

2.4.5 Subscribe to any business aids and/or support programs produced by CC or CC IPs;

2.4.6 Achieve a specified sales volume.

2.5 CC reserves the right to accept or reject any application for authorization as an IP, without having to assign any reason for its acceptance or rejection.

2.6 CUSTOMER AND/OR INDEPENDENT PARTNER RENEWAL POLICY

A Customer and/or IP is required to renew every year to maintain their status. A renewal process entails a basic information form.

There will be a minimum annual renewal fee for all IPs which are used to cover computer data services to register IP on an annual basis.

2.6.1 An IP's agreement will expire at the end of the twelfth (12th) calendar month beginning from and including the month of first authorization;

2.6.2 An IP may, by giving written notice to CC, voluntarily resign or terminate the IP business and return any CC products according to the return of merchandise policy;

2.6.3 CC reserves the right to refuse to renew an IP's authorization if in the opinion of CC, the activities of the IP, in the preceding twelve (12) month period was acting contrary to the interests of CC, and/or CC Business or was in breach of the Rules, and this was not corrected to CC's satisfaction. In the event that CC declines to renew the IP business, the IP ceases to be an authorized IP effective as of the expiration of the current IP contract year. Written notification of the decision will be provided by CC to the IP involved together with notification that he or she may appeal to the Review Panel.

2.7 If an IP is not active for twelve (12) consecutive months, his or her IP business will automatically terminate. The former IP may reapply to CC for reinstatement of his or her IP business.

3. RESPONSIBILITIES OF INDEPENDENT PARTNERS

3.1 IPs will at all times comply fully and promptly with the Rules of Conduct published in the CCBM, the Marketing/Compensation Plan and all other rules, systems, procedures, policies, measures, and their amendments. CC may at its discretion alter or amend the CCBM, its Policy and Rules of Conduct and the CC compensation plan and the amendments will duly be announced in the CC newsletter or through other formal channels.

3.2 Rules governing Ordering and Retailing:

3.2.1 IPs shall order products directly from CC;

3.2.2 IPs can also obtain any CC product from Upline IPs along the Line of Sponsorship, up to and including the first IP as the situation requires in the course of business development. A Suggested Retail Price is recommended by CC, and all such products shall be returned to the upline IP or upline IP within a mutually agreed time frame to ensure the bonuses paid to each IP is the correct amount;

3.2.3 CC expressly prohibits cross group ordering or cross group supplying of products to other IPs. IPs should not order products in the name of their downlines to save tax and to manipulate performance or a higher monthly performance bonus, better awards and rewards or other specific purposes;

3.2.4 Overstocking solely to enhance monthly performance bonus, higher awards and rewards, is prohibited. IPs should carefully estimate their sales volume before ordering from COFFEECELL. At least seventy percent (70%) of the total value of products ordered during a given month shall be sold at retail in order that:

3.2.4.1 CC will calculate an IP's rebates, bonuses, and other qualifications in accordance with this monthly sales volume;

3.2.4.2 CC will recognize the status.

3.2.5 If an IP fails to fulfill Rule 3.2.4, all performance rebates and bonuses will be calculated according to the actual sales volume sold instead of the sales volume with CC;

3.2.6 Any overstocked CC products can be returned directly to CC with proof of purchase. A thirty percent (30%) restocking charge may apply when applicable. Refund can be made if the returned products are in good and resalable condition:

3.2.6.1 There will be a one hundred percent (100%) refund within seven (7) days from the date of purchase less shipping and handling;

3.2.6.2 Seventy percent (70%) of refund (after deducted thirty percent (30%) restocking charge) will be made within one (1) month, less shipping and handling;

3.2.6.3 No refund will be made after one (1) month

3.2.7 Pursuant to Rule 3.2.6, CC will adjust the relevant rebates, bonuses with reference to individual cases of return due to overstock or resignation.

3.3 Independent Partners shall provide quality service to customers:

3.3.1 IPs shall deliver a properly completed Retail Customer Order Form and Receipt at the time of sale. This will include the customer's full name, address and telephone number, products purchased, quantity, product number, suggested retail price, total purchase price and purchase date, and the IP's full name and IP's IP Number. USA Federal law empowers a buyer to cancel certain sales without penalty prior to midnight of the third calendar day after the transaction. The COFFEECELL Retail Customer Order Form and Receipt contains all legally required notices.

3.3.2 IPs shall demonstrate the CC products to customers purchasing for the first time, explain the directions for use, and any warnings specified on product labels;

3.3.3 IPs are recommended but not required to sell CC products and business aids and CC distributed products at the Company suggested prices specified by CC;

3.3.4 It is recommended that IPs not give free gifts both monetary or in any kind relating to any transaction with CC, particularly, worth more than five percent (5%) of the value of their order at retail price, to a customer or other IPs;

3.3.5 Whenever a customer requests the CC Satisfaction Guarantee be honored, the IP shall inquire into the circumstances and then make a bona fide assessment of the acceptability of the request with due regard to the terms of the Guarantee in question. If the request is considered in all circumstance to be acceptable, the IP shall offer the customer the choice of either: a full refund, full credit, or an exchange for the same CC product (or, the IP can refer the matter to his or her upline for further handling);

3.3.6 IPs shall immediately communicate all significant consumer complaints to CC and furnish copies of all correspondence and details of all conversations relating thereto.

3.4 Responsibilities relating to the promotion of COFFEECELL products and the COFFEECELL Marketing/ Compensation Plan:

3.4.1 To ensure equal opportunities for IPs to develop their business, IPs shall not supply, display or sell CC products, business aids, or CC distributed products in retail locations, schools, fairs, or cooperative stores;

3.4.2 IPs shall not go door to door to promote and solicit potential IP or customer leads;

3.4.3 IPs shall never use privately produced marketing materials related to advertisements, telephone canvassing campaigns, letter-box drops, mass mailings, or similar promotions;

3.4.4 IPs shall not supply CC products or business aids or CC distributed products to persons who wish to acquire such items for the purpose of resale;

3.4.5 IPs shall not make any exaggerated or unwarranted claims about CC products or CC distributed products;

3.4.6 IPs shall not in any way misrepresent the price, standard, quality, grade, composition, place of origin, or availability of CC products or CC distributed products;

3.4.7 IPs shall not represent that CC products or CC distributed products have sponsorship, approval, performance characteristics, accessories, uses or benefits which they do not possess;

3.4.8 IPs shall not export CC products to any country whether with or without CC established operations; or import CC products from other countries in which CC has established operations for sale;

3.4.9 IPs shall not promote or pass off distributed products or services as CC products or services not produced by or provided by CC.

3.4.10 IPs are prohibited from advertising CC products for sale at less than the Company suggested prices.

3.5 IPs shall only use literature, audio, produced or reviewed by CC, in developing their CC Business.

3.6 IPs who sell products or business aids not produced by CC, or who sell other services (e.g. insurance, tax services, investment; etc.), shall not induce another IP, to sell such products, business materials or services, nor shall they offer to sell such products, business materials or services to any IP except those personally sponsored by them. For the purpose of this Rule "induce" shall mean persuading or attempting to persuade another IP, by whatever means, whether or not for gain, benefit or any other consideration, to sell or attempt to sell such products, business materials or services.

3.7 Independent Partners shall not:

3.7.1 Represent or hold themselves out in any way as an employee of COFFEECELL;

3.7.2 Represent or to hold themselves out in any way as agents, brokers, employee sales representatives, intermediate assignees, managers or other agents of COFFEECELL.

3.7.3 IPs are independent contractors, and will not be treated as employees with respect to their services for federal or provincial tax purposes.

3.7.4 IPs are not entitled to worker's compensation insurance benefits, unemployment insurance benefits, pension, sick, vacation, or medical benefits.

3.8 IPs shall comply with all applicable laws, regulations and codes of practice with respect to the operation of the IP business and shall not engage in any other activities that may bring either them or CC or any of its products or services into disrepute. IPs shall indemnify fully CC from and against any actions, claims, demands, prosecutions and the crimes thereof (including CC's legal costs) that might be made or sought against CC in respect of or out of any such misrepresentation, representation or holding out.

3.9 An IP shall not delete any material from, add material to, add additional words, labels or stick materials on, alter or detach any label on the package of, or in anyway otherwise alter a CC product, or CC Business Manual as supplied by CC. A CC IP may not demonstrate and/or deliver CC products in anything other than the original package.

3.10 If the Independent Partner owes COFFEECELL any amount of debt including but not limited to, the amount of products ordered, COFFEECELL may deduct such amounts from the rebates/bonuses payable and/or may decide not to recognize the qualification until the account has been settled.

4. SPONSORSHIP AND RESPONSIBILITIES OF A SPONSOR

4.1 After ensuring that all applicants are supplied with an unaltered CC Business Manual, a Sponsor shall abide by the following Rules:

4.1.1 A Sponsor shall explain CC Marketing/ Compensation Plan in CC Business Manual to the applicant in a bona fide manner without any cover up, misinterpretation or falsification prior to asking applicants to sign the Application for CC IP Agreement. During the explanation, the following should be emphasized and initialed after being read:

- * COFFEECELL Marketing/Compensation Plan
- * Rules of Conduct
- * Independent Partner obligations and responsibilities
- * Rebates and Bonuses

- * The variety, price, features, and use of COFFEECELL products
- * COFFEECELL Satisfaction Guarantee
- * Return of overstocked merchandise
- * Procedures for resignation;

4.1.2 A Sponsor shall inquire whether a prospective IP and/or his or her spouse have been a CC IP. If either of them were an IP, a Sponsor shall effect the sponsorship only when the requirements under Rule 4.3, 4.4., 4.5 and 4.6 are met. In case of any breach of the Rules by the sponsored IP, resulting in CC imposing penalties in accordance with Rule 4.7 and losses incurred to the Sponsor and his uplines, the dispute shall be settled by all parties concerned by way of law;

4.1.3 A Sponsor shall regularly train and motivate his sponsored IPs in accordance with the guidelines and requirements set out in the CCBM or otherwise as required or directed by CC periodically;

4.1.4 USA Buy-Back Policy-the Company agrees to repurchase from a resigning or terminating IP all unencumbered products and sales aids purchased by the IP from the Company within the previous thirty (30) days, which are unused and in commercially resalable condition, for not less than ninety percent (90%) of the actual amount paid by the IP for the products and sales aids which are being returned. The Company will honor all terms of state buy-back laws, including the longer time periods in Georgia, Idaho, Indiana, Louisiana, Maryland, Massachusetts, Mississippi, Montana, Nebraska, New Jersey, Puerto Rico, Oklahoma, South Dakota, Tennessee, Texas, Washington and Wyoming. Additionally, Montana IPs who cancel within fifteen (15) days are entitled to a one hundred percent (100%) refund of any consideration given to participate.

4.1.5 A Sponsor shall use his or her best endeavor to ensure that each of his or her personally sponsored IP(s) fully and promptly complies with all his or her obligations expressed or implied in these Rules (including, without limiting the generality thereof, Rule 3);

4.1.6 A Sponsor shall encourage his or her personally Sponsored IP(s) to attend CC meetings and other CC functions;

4.1.7 A Sponsor shall encourage his or her personally Sponsored IP(s) to study and use official COFFEECELL publications, audio and videotapes, and carefully conduct their IP business in accordance with the information contained therein.

4.2 An IP shall under no circumstances directly or indirectly and whether on his or her own behalf or in conjunction with or by way of assisting any other person, solicit, interfere with or endeavor to entice another IP to break away from his or her Line of Sponsorship or to change his or her Line of Sponsorship.

4.3 An IP who wishes to TERMINATE (by resignation or failure to renew) his or her IP business under his or her present Sponsor and who thereafter becomes inactive for a

period of two (2) years shall cease to be an authorized IP and may, following the lapse of this inactive period, reapply to become a new IP under a new Sponsor.

4.3.1 To apply for a new IP business under this inactivity rule, the IP must complete a new Application for CC-IP Application and Agreement Form. The application should be sent to COFFEECELL accompanied by a written statement of inactivity. When CC receives an application accompanied by a written statement of inactivity, it will notify the original sponsor IP of the fact and grant him or her fifteen (15) days to file an objection to the inactivity claim. If evidence of activity during the two (2) years period is provided, CC will refuse to honor the application and will return it to the applicant. If the sponsored IP does not reply within fifteen (15) days, or if he or she verifies that the IP has in fact been inactive for two (2) years, then the new application will be accepted and processed. The rights of an IP to contest the Sponsorship of a former IP who is now sponsored by a different Sponsor ceases when two (2) years have elapsed following the date the application was accepted.

4.3.2 Inactivity for the purpose of this Rule shall mean that during the period of inactivity, the IP shall have been completely inactive. This means that no CC product was purchased, and no CC product was sold, except pursuant to the "Refund Policy". The IP has not engaged in any phase of a product sale or purchase (e.g. taking an order, making a delivery, or accepting a payment), has not presented the CC Marketing/Compensation Plan to any prospective IPs, has not renewed his IP business, and has not attended recruiting, training, a motivational meeting conducted by a CC IP or a CC company sponsored meeting. During the inactive period, the former IP has not participated in a CC activity under another IP business in the name of his or her parents, siblings, or others; otherwise he or she shall not be determined as "inactive" for the purposes of this Rule.

4.4 An IP who transfers to, or who following two (2) years of inactivity, applies for Sponsorship under a different Sponsor pursuant to the provisions of this Rule, may not be sponsored by anyone who was previously above him or her in his or her original Line of Sponsorship up to and including the first qualified sponsored IP, or below him or her in his or her former Group down to and including the first sponsored IP, or below him or her in his or her former Group down to and including the first sponsored IP and who has since been transferred to or sponsored again by a different Sponsor, unless two (2) years have elapsed since the termination of his or her IP business.

4.5 An IP who transfers to, or who, following two (2) years of inactivity, applies for Sponsorship under a different Sponsor pursuant to the provisions of this Rule, shall have no right to sponsor into his or her new Group any IP who was previously above him or her in his or her original Line of Sponsorship up to and including the first qualified IP, or below him or her in his or her former Group down to and including the first qualified IP. However, an IP who has been inactive for a period of two (2) years may be sponsored by any Sponsor, including his or her former Sponsor who may have since been transferred to or been sponsored again by a different Sponsor.

4.6 A formerly foster sponsored IP may reapply for Sponsorship subject to Rule 4.3, 4.4 and 4.5 and the following conditions:

4.6.1 A former IP may not be personally sponsored by a Sponsor who was previously above him or her in his or her original Line of Foster Sponsorship up to and including the first qualified sponsored IP, or below him or her in his or her original Group down to and including the first qualified sponsored IP unless two (2) or more years have elapsed since the termination of his or her IP business.

4.7 If any of the provisions of Rule 4.3, 4.4, and 4.5 is violated, CC may take corrective action. This may include but is not limited to transfer of the IP business of the IP at fault and his or her Group and the sales volume generated during the period of violation to the original Line of Sponsorship.

4.8 Without limiting or restricting in any way CC's powers and discretion under Rule 4.7 above:

4.8.1 A written release signed by the IPs in his or her Line of Sponsorship up to the fifth (5th) qualified Sponsored upline, and;

4.8.2 A written acceptance from the new Sponsor and IP.

4.9 Without limiting or restricting in any way COFFEECELL's powers and discretion under Rule 4.7 above:

4.9.1 An IP who wishes to transfer to a different Sponsor must submit a written request to CC accompanied by written consent from all IPs in his or her Line of Sponsorship up to and including the first qualified Sponsored IP and all Sponsored IPs up to the fifth (5th) level and allow fifteen (15) days for comment.

4.9.2 The transfer of an IP to another sponsor will under no circumstances, include any of his/her downlines.

5. RESPONSIBILITIES AND RIGHTS OF INDEPENDENT PARTNERS

5.1 A Sponsor shall, in addition to his or her other obligations and responsibilities as a Sponsor and as an Independent Partner:

5.1.1 Ensure each IP in his or her Group serves customers in accordance with the CC Marketing/Compensation Plan;

5.1.2 Train and motivate IPs in his or her Group so that they thoroughly understand the essence of the COFFEECELL Business and comply with the COFFEECELL Rules of Conduct and all alterations and amendments announced by CC;

5.1.3 Hold regular meetings for the purpose of developing and inspiring IPs in his or her Group;

5.1.4 Maintain regular communication with IPs in his or her Group;

5.1.5 Actively convey important messages to all IPs in his or her Group, like the purpose, time, and venue of a meeting; product news, retail training, and the

rules and regulations IPs must understand and follow while conducting the CC Business.

5.2 If the IP application is in a company name and CC is requested to make payments of rebates to a designated company, the IP has to provide necessary corporate documents to verify the existence of the company and that the IP, himself or herself, is the majority shareholder.

5.3 All commissions and rebates are to be calculated on calendar month basis. All commissions and rebates are payable to IPs on the fifteenth (15th) day of the following month. The cut-off date for calculation of commissions and rebates is the last day of each month. COFFEECELL is using that fifteen (15) days in between for calculation of commission and rebates payable.

5.4 If the product was first paid by check, it will be refunded by check; if paid by credit card, it will be refunded by credit card; and if paid by cash, it will be refunded by check.

5.5 COFFEECELL will charge a nominal administrative fee for passing on to an heir upon death. There will be no charge for change of name, change of address, or change of marital status.

6. PRESENTATION OF COFFEECELL MARKETING/ COMPENSATION PLAN

6.1 No IP shall issue an invitation to learn about the CC Business that describes the event as anything other than an occasion to learn about an income opportunity. IPs shall not deny, if asked, that the business presentation is about the CC Business and shall not issue a misleading invitation. IPs shall not use an invitation that:

6.1.1 Gives the impression that it relates to an employment opportunity;

6.1.2 Appears to be an invitation to a social event;

6.1.3 Claims to be a market survey; or

6.1.4 Promotes the event as a tax seminar, finance seminar, investment seminar or a similar event.

6.2 No IPs shall issue an invitation to learn about the CC Business, or do any other act or action likely to mislead or deceive prospective IPs, customers, or any other persons into believing that:

6.2.1 CC products are marketed by a person, company or organization other than CC;

6.2.2 CC grants its IPs exclusive territories for business development; or

6.2.3 The CC Business or CC IPs or CC products are, or are part of, or are ancillary to, any other business than the CC Business.

6.3 Presentation of the CC Business shall be made in accordance with Rule 3.1 and 4.1.1 and other relevant rules as well as the following regulations:

6.3.1 IPss shall follow the CC Marketing/ Compensation Plan in presenting the CC Business;

6.3.2 With reference to CC Business Manual and other CC publications, IPs shall correctly explain the features of the CC Business as well as the legal and business relationship between CC and IPs;

6.3.3 IPs shall not represent that IPs can benefit solely or principally by sponsoring others to be IPs; the importance of retailing should be emphasized;

6.3.4 IPs shall state that IPs are under no obligation to sponsor others to be IPs.

6.3.5 IPs shall not state that the CC business is a shortcut to wealth, or state that success can be achieved with little or no expenditure of effort or time;

6.3.6 IPs shall state that the CC Marketing/ Compensation Plan will only realize income or bonuses through continued sales of CC products, the provision of personal service to consumers, and the achievement of qualifications as required:

6.3.7 IPs shall state that the income amounts and illustrations set out in CCBM or other CC produced literature, are only hypothetical;

6.3.8 IPs shall only cite examples of success (e.g. travel, homes) if they know such benefits were obtained as a result of earning bonuses from the sale of CC products and CC distributed products;

6.3.9 IPs shall not promote the enjoyment of tax benefits as a reason for becoming an IP.

7. USE OF THE COFFEECELL NAME AND TRADEMARKS

7.1 IPs shall acknowledge the exclusive ownership by COFFEECELL of trademarks, trade names, insignia, logos, designs, publications, and all other industrial and intellectual properties used by CC in association with CC products.

7.2 Pertaining to the use of the CC trade name and trademarks, IPs shall not:

7.2.1 Produce or procure from any source other than CC an item upon which the CC names or logos, or any of its trade names or trademarks are imprinted;

7.2.2 Display the CC trade names or trademarks on the exterior of their business premises except IPs who have CC's prior written approval;

7.2.3 Display the CC trade names or trademarks on his or her business vehicle except using materials supplied by CC;

7.2.4 Use the CC Opportunity of CC product related advertisements;

7.2.5 Use the word "COFFEECELL" as part of any corporate or business name, or permit or allow any other person or corporation to do so.

7.3 Articles from the COFFEECELL NEWSLETTER may be reprinted by IPs in newsletters they publish for their Group provided that each article is reproduced completely and is immediately followed by the statement "Reprinted with permission of COFFEECELL".

7.4 All CC printed, audio and video materials are protected by copyright and may not be reproduced in whole or in part by IPs or other persons without CC's prior written permission, or as provided in Rule 7.3.

7.5 IPs may use official COFFEECELL literature only for the purpose of carrying out their functions as IPs.

7.6 IPs may use the COFFEECELL name on their imprinted name cards and checks, provided that the CC name is used in one of the following ways:

7.6.1 (For example) "John Chan, COFFEECELL Independent Partner", or

7.6.2 (For example) "John Chan, Independent Partner of COFFEECELL products".

7.7 Only IPs with prior written approval from COFFEECELL can identify themselves as a CC IP.

7.8 In their use of the trademarks of COFFEECELL, Independent Partners shall:

7.8.1 Always indicate that COFFEECELL is the proprietor of the trademarks;

7.8.2 Not represent in any way that they own the trademarks or are entitled to use them otherwise than as a COFFEECELL IP;

7.8.3 Obtain COFFEECELL's prior permission and only use registered trademarks as registered and shall supply CC with samples of all proposed uses of the trademarks;

7.8.4 Comply with rules or directives made or issued by COFFEECELL periodically as to the proper use of the trademarks.

7.9 IPs may record speeches or presentations made at CC sponsored meetings, provided that such recording is solely for their own personal use and is not reproduced for any other purpose.

7.10 If CC determines that IP produced literature, tapes, or other BSM violates applicable law, impairs or is likely to impair its business or otherwise damages or is likely to impair its business or otherwise damages or is likely to damage its reputation, CC reserves the right to instruct the IP forthwith to cease producing, selling, or distributing the BSM. Failure to comply with such an instruction will entitle CC to terminate the authorization of the IP and to hold the IP responsible for any cost, damages, or other liabilities suffered by CC as a result of the production, distribution, or sale of such materials.

8. PROBATION & RETRAINING

8.1 If CC is of the opinion that one or more of the IPs in a sponsored IP's Group has misrepresented the CC Marketing/ Compensation Plan or have committed another serious breach of the Rules of Conduct, CC may place on probation the whole or part of the IP's Group as CC may determine.

8.2 Before imposing probation, CC will notify the IP concerned, of the reason for the reprimand.

8.3 At the same time as giving notice to the sponsored IP pursuant to Rule 8.2, CC may in its absolute discretion elect to give the sponsor IP, or another IP upline from the IP who have misrepresented CC or the CC business or have committed some other serious breach of these Rules (such other IP being hereafter referred to as the "other Nominated IP") the opportunity to initiate his or her own corrective action within his or her own Group. CC may specify a period within which such corrective action is to be taken.

8.4 If CC allows a sponsor IP or other Nominated IP a period in which to take his or her own corrective action within his or her own Group, and the sponsor IP or other Nominated IP in CC's opinion neglects or fails to take appropriate action within the time prescribed, then CC may proceed to forthwith impose probation on the whole or part of the sponsor IP's Group as CC may determine.

8.5 Probation by CC shall consist of all or one of the following corrective actions as CC may consider appropriate:

8.5.1 A bulletin to be prepared and sent by CC to all IPs in the sponsor IP's Group or in that part of his or her Group placed on probation. The bulletin will specifically outline the nature of the misrepresentation of CC or the CC Marketing/Compensation Plan that gave rise to the imposition of probation, and will outline the correct manner in which CC requires IPs to present CC and the CC Business. The bulletin will be co-signed by CC and by the sponsor IP, other Nominated IP, or by CC alone;

8.5.2 A thorough retraining program designed to teach the IP on probation as well other IPs in his or her Group the proper presentation and conduct of the CC Business. Such retraining seminars will be conducted by the sponsor IP, or other Nominated IP, under the supervision of CC; or by CC itself if the sponsor IP, or other Nominated IP refuses to conduct the seminars.

8.6 In the event that the sponsor IP on probation elects to cooperate with CC in the organization and conducting of the retraining seminars referred to in Rule 8.5.2 above, then:

8.6.1 The sponsor IP or other Nominated IP shall prepare and forward a schedule of organization retraining meetings to CC for its written approval, prior to the first such meeting;

8.6.2 The schedule shall include the date, time, and place of these meetings, the IPs invited to attend, the speaker or speakers who are to speak at the retraining meetings, and the number of people expected to attend;

8.6.3 All IPs attending such meetings will be required to sign an attendance sheet, that the sponsor IP or other Nominated IP will forward to CC following the meeting;

8.6.4 The sponsor IP or other Nominated IP shall conduct or direct all such retraining meetings and shall report the results to CC;

8.6.5 CC personnel may attend any one of these retraining meetings to monitor them and explain the important items within the CC Sales and Marketing/Compensation Plan. If it is considered necessary, the CC personnel present may take over and conduct these meetings.

8.7 The imposition of probation will have the following consequences as CC may determine:

8.7.1 Suspension of all sponsoring activities conducted by the IPs under probation;

8.7.2 Suspension of the payment of all bonuses payable to the IPs under probation. Any such bonuses shall be computed, and held in escrow by CC during the probation period.

8.8 CC may determine whether and to what extent the monthly Sales volume of the IP business on probation are to be counted towards qualification for the CC Bonus to be paid by CC periodically;

8.8.1 CC Bonus, which would otherwise be paid to the sponsor IP or other Nominated IP, will be treated as follows:

8.8.1.1 CC Bonus owing to the Personally- Sponsored IP of the sponsor IP or other Nominated IP will be computed and paid directly to them by CC; and

8.8.1.2 CC will hold the balance of the CC Bonus in escrow during the period of probation.

8.8.2 Pursuant Rule 8.7.2, CC shall be further entitled to request the service of a qualified Sponsor in the Line of Sponsorship to operate the IP business, and who shall be entitled to all, or part as CC specifies, of the bonuses accruing in respect of the IP business during the period service;

8.8.3 CC may in its absolute discretion withhold or refuse recognition of the IPs on probation for any award;

8.8.4 CC may in its absolute discretion determine whether invitations are to be sent to the IPs on probation to attend a travel seminar or a meeting even though they may have qualified for such session or meeting.

8.9 If CC considers that probation retraining has been successful in making it unlikely that the IPs under probation will misrepresent the CC Business or commit further breach of the Rules of Conduct:

8.9.1 CC will lift the probation and, subject to Rule 8.9.2 below, restore full IP rights and privileges;

8.9.2 All expenses incurred by CC in conducting the investigation, the retraining seminars and in administering the probation generally will be deducted from the

bonuses held by CC in escrow during the probation period and the balance, if any, will be paid to the appropriate IPs.

8.10 If CC considers that the retraining has not been effectively carried out in respect of the IPs on probation, CC may:

8.10.1 Direct that probation be continued, and further corrective action taken, in respect of the IPs; or

8.10.2 Conclude probation and terminate the IP business of the IPs.

9. TERMINATION AND DE-SPONSORSHIP

9.1 Termination means that all contract relations between CC and the IP are revoked effective on the date of CC's written notification. The terminated IP will forfeit his or her authorization as a CC IP and all rights and privileges this encompasses, including bonuses generated by the IP business after the termination date.

9.2 "De-sponsorship" means that all sponsoring relations between the de-sponsored IP and his or her personally sponsored IPs are terminated. The de-sponsored IP will forfeit all rights arising out of the sponsoring relations with downline IPs effective on the date of CC's written notification.

9.2.1 The IP who chooses not to engage in any other trade or profession nor participate in any other MLM companies. He or she chooses to spend full-time in managing his or her downlines and to assist CC in whatsoever way as requested by senior management to foster the well-being of CC as a whole, for example, hosting opportunity meetings (OPPs) and other training presentation activities by being a speaker and/or co-coordinating all functions periodically.

9.2.2 Any IP committing gross misconduct could be terminated immediately at the sole discretion of CC. The terminated IP may submit his or her appeal to the senior management for reinstating his or her IP business.

9.3 COFFEECELL may inform the IP in writing of remedial measures including but not limited to probation and retraining, termination and de-sponsorship upon the occurrence of any one or more of the following items:

9.3.1 If in CC's opinion the IP has provided false information in his or her CC IP Application and Agreement Form or Notice of Intent to continue Your IP business;

9.3.2 If the IP makes serious misrepresentations of CC or the CC Business, which in CC's opinion is not likely to be satisfactorily remedied by the probation and retraining procedures, referred to in Rule 8;

9.3.3 If the IP breaches any of these Rules of Conduct and fails to rectify such breach within fourteen (14) days of being required to do so in writing by CC;

9.3.4 If the IP commits repeated breaches of any of these rules of Conduct.

9.4 An IP whose IP business is to be terminated or de-sponsored shall be given written notice of CC's decision by registered mail. The notice of termination or de-sponsorship shall:

9.4.1 Be mailed to the last mailing address of such parties as shown in CC's records;

9.4.2 State the Rule or Rules of Conduct with which the IP is in breach of;

9.4.3 State the date on which any such action shall come into effect;

9.4.4 Where appropriate advise the IP of his or her opportunity to have his or her appeal presented to a Review Panel pursuant to the procedure set out in Rule 10.

9.5 Upon termination of an IP's IP business or upon de-sponsorship of an IP:

9.5.1 The terminated or de-sponsored IP shall forfeit his or her stake in his or her Personal Group including his or her titles and qualifications;

9.5.2 CC has the right to cancel the IP business and move the IP Group up the Line of Sponsorship, or to determine and specify an appropriate IP to be the new owner of the IP business.

9.6 Upon termination of IP business, the terminated IP shall:

9.6.1 Return in good condition to CC all CC Products and CC-distributed products then held by the IP in accordance with the policy for return of merchandise and obtain a refund;

9.6.2 Cease to use any and all trademarks, trade names, insignia and logos used in or related to the CC Business;

9.6.3 Cease to present himself or herself as a CC IP.

9.7 In the event that an IP's IP business is terminated or an IP is de-sponsored by CC after a period of probation by CC pursuant to Rule 8 CC will refund, interest free, the bonuses held in escrow during the probation period pursuant to Rule 8.7.2 after deducting the expenses incurred as specified under Rule 8.8.2 to the IP.

9.8 Notwithstanding anything to the contrary herein contained or implied, CC shall have the exclusive right and discretion to determine the appropriate disposition and the terms of such disposition of the rights and benefits if any, of any terminated or de-sponsored IP business.

10. REVIEWS BY COFFEECELL

10.1 An IP who has been de-sponsored or placed on probation or whose IP business has been terminated, may within fifteen (15) days after notice from CC of the de-sponsorship, probation or termination as the case may be, make a written request to CC, to review CC's decision.

10.2 Any request for review by an IP pursuant to Rule 10.1 shall be determined by a Review Panel which shall consist of such CC personnel as may be determined by CC administration to review CC's decision.

10.3 The IP requesting the review shall submit the necessary evidence in writing, and shall produce additional written evidence as the Review Panel may require.

10.4 The Review Panel shall be the judge of the relevancy and materiality of the evidence lodged, and strict conformity to the rules of evidence will not be necessary.

10.5 The IP requesting the review will be provided with copies of all materials lodged by CC with the Review Panel and CC will be provided with copies of all materials lodged by the IP.

10.6 The Review Panel may advise CC to affirm, reverse or modify the original decision.

10.7 If the conclusion of the Review Panel includes termination of the IP business of an IP, such termination will be confirmed by CC notifying the IP that:

10.7.1 COFFEECELL's termination of the IP business has been confirmed as effective from the date of termination previously notified by CC;

10.7.2 The IP business has been terminated by the Review Panel, in which event the IP business of the IP shall be deemed to have been terminated by CC upon and by virtue of service of notice to the IP concerned of the Review Panel's determination.

10.8 In the event that the Review Panel decides upon corrective action other than termination, then:

10.8.1 COFFEECELL will notify the IP who requested the review informing him or her of the corrective action to be taken and specifying a period within which that action must be completed by the IP;

10.8.2 COFFEECELL will take such steps as may be necessary to implement the Review Panel's decision.

11. GENERAL

11.1 No waiver by CC of any breach, default or omission by IP in the performance or observance of these Rules of Conduct shall be deemed to be a waiver by CC of any other or subsequent such breach, default, or omission.

11.2 These Rules shall be governed and construed in accordance with the Law of Wyoming. Any and all disputes will be settled and adjudicated in Wyoming.

11.3 LOUISIANA RESIDENTS ONLY

Notwithstanding anything in these policies, Louisiana residents may choose Louisiana law and jurisdiction.

11.4 Any notice, demand or other document, under or relating to the Rules shall be sufficiently served if delivered personally or if sent by registered letter to: CC or the IP at the address specified in the most recent IP Application or at another address as may periodically be notified in writing by the IP to CC, and such notice, demand or other document shall be deemed to have been delivered at the time of delivery or, if service is effected in any other manner as aforesaid, at the time when it would in the ordinary course be delivered.

11.5 Earnings Disclaimer: Earnings are hypothetically offered to show how the compensation plan works and not earning representations or guarantees. Actual income will depend on efforts and the amount of time an individual devotes to developing their business. A typical participant in the COFFEECELL compensation plan earns between \$0 - \$600 per year. COFFEECELL does not guarantee any level of income or success.