

SECTION ONE: FUND RAISING DONOR STATUS

1.01 BECOMING A FUND RAISING DONOR

An applicant becomes a Fund Raising Donor (“Fund Raising Donor”) of Operation Warrior Support, Inc. when the applicant's completed Application and Agreement has been received and accepted by the Company, by Internet or by mail, at its Home Office. Company reserves the right to decline any Agreement for any reason, at its sole discretion.

Fund Raising Donor uses his/her best effort to promote and sell products and services of Company to consumers pursuant to the Agreement contained within these Policies and Procedures and Terms and Conditions. In doing so, Fund Raising Donor will maintain the high standards of honesty, and integrity and business ethics when dealing with Consumers, Company or other Company Fund Raising Donors.

1.02 NO FEE, CHARGE OR PURCHASE REQUIRED

No initial fee, charge or purchase is required to become a Fund Raising Donor.

1.03 Fund Raising Donor OBLIGATIONS & RIGHTS

Fund Raising Donors are authorized to sell Company products and services and to participate in the Fund Raising Donor, Earn While Giving Program. Fund Raising Donors may enroll new Fund Raising Donors.

1.04 LEGAL AGE

Fund Raising Donors must be of legal age in the state / province / country of their residence.

1.05 DIVORCE

When a couple sharing Fund Raising Donor entity divorces or separates, Company will continue to pay Commission checks in the same manner as before the divorce or separation until it receives written notice signed by both parties or a court decree which specifies how future Commission "Referral Reward" checks should be paid, provided and if applicable, the couple has complied with the requirements of Section 5.03.

1.06 CORPORATIONS, PARTNERSHIPS & TRUSTS

Corporations, partnerships, limited liability companies or other forms of business organizations or trusts may become Fund Raising Donors of Company when the Agreement is accompanied by a federal ID number.

Shareholders, directors, officers, partners, members, beneficiaries and trustees, as applicable of Fund Raising Donor entity must agree to hold such title, and Company will hold each personally liable and bound by the Agreement and these Policies and Procedures and Terms and Conditions.

1.07 FICTITIOUS OR ASSUMED NAMES

A person or entity may not apply as Fund Raising Donor using a fictitious or assumed name.

1.08 INDEPENDENT CONTRACTOR STATUS

Fund Raising Donors are Independent Contractors responsible for determining their own activities without direction or control by Company. They are not franchisees, joint venture, partners, employees or agents of Company and are prohibited from stating or implying, whether orally or in writing, otherwise. Fund Raising Donors have no authority to bind Company to any obligation. Company is not responsible for payment or co-payment of any employee benefits. Fund Raising Donors are responsible for liability, health disability and worker's compensation insurance. Fund Raising Donors set their own hours and determine how to conduct business, subject to Company Agreement, the Policies and

Procedures and Terms and Conditions.

1.09 TAXATION

As Independent Contractors, Fund Raising Donors will not be treated as franchisees, owners, employees or agents of Company for federal or state tax purposes including, with respect to the Internal Revenue Code, Social Security Act, federal unemployment act, state unemployment acts or any other federal, state, or local statute, ordinance, rule or regulation. At the end of each calendar year, Company will issue to each Fund Raising Donor an IRS Form 1099, as required by law, or other applicable documentation for non-employee compensation as a Fund Raising Donor.

1.10 Fund Raising Donor IDENTIFICATION NUMBER

Fund Raising Donors are required by federal law to obtain a Social Security number or Federal ID number. Fund Raising Donors will be identified by this number, or a company assigned number, for purposes of Company's business. The Fund Raising Donor Identification Number must be placed on all orders and correspondence with the Company.

1.11 LEGAL COMPLIANCE

Fund Raising Donors must comply with all federal, state and local statutes, regulations and ordinances concerning the operation of their business. Fund Raising Donors are responsible for their own managerial decisions and expenditures including all estimated income and self-employment taxes.

1.12 NO EXCLUSIVE TERRITORIES

No franchise is granted and there are no exclusive territories for sales or sponsoring purposes. No geographical limitations exist on sponsoring or selling within the United States; provided, however, that Company reserves the right not to sell product or services or contract with Fund Raising Donors in specified states / provinces within United States.

SECTION TWO: TERM & RENEWAL

2.01 TERM

Subject to the terms of Section 4.01, the Agreement shall have a term which shall begin on the date of acceptance by Company and end one year from the date thereof (the "Anniversary Date").

2.02 RENEWAL

Fund Raising Donors must renew annually, on the Anniversary Date and Fund Raising Donor has the right to decline to accept any renewal at its sole discretion. Company may require that Fund Raising Donors execute a new Agreement upon renewal. Fund Raising Donors not renewing by the renewal date shall be deemed to have voluntarily terminated their Fund Raising Donor relationship with Company, and thereby lose their Fund Raising Donor entity, all enrollment rights, their position in the Earn While Giving Program and all rights to commissions and bonuses. Fund Raising Donors who fail to renew their Fund Raising Donor status may not reapply under a new enroll for three (3) months after non-renewal.

SECTION THREE: ENROLLMENT

3.01 ENROLLMENT

Fund Raising Donors may ENROLLING other Fund Raising Donors into Company's business. Fund Raising Donors must ensure that each potential new Fund Raising Donor has reviewed and has had access to the current Policies and Procedures, Terms and Conditions and Compensation Plan prior to or when giving the individual an Agreement.

3.02 MULTIPLE AGREEMENTS

If an applicant submits multiple Fund Raising Donors which list different sponsors, only the first completed Agreement received by Company will be accepted.

3.03 TRAINING REQUIREMENT

A Enroller must maintain an ongoing professional leadership association with Fund Raising Donors in his or her organization and must fulfill the obligation of performing a bona fide supervisory or sales function in the sale or delivery of products and services.

3.04 INCOME CLAIMS

Fund Raising Donors must truthfully and fairly describe the Earn While Giving Program. No past, potential or actual income claims may be made to prospective Fund Raising Donors, nor may Fund Raising Donors use their own incomes as indications of the success assured to others. Referral Reward checks may not be used as marketing materials. Fund Raising Donors may not guarantee Referral Rewards or estimate expenses to prospects.

3.05 TRANSFER OF Enrollment

The company does not permit the transfer of enrollment status, from one enroller to another enroller. Direct Sales is a business of creating relationships. Once a Fund Raising Donor is sponsored, the company believes in maximum protection of that relationship. The only exception is upon prior written approval of Company to correct ethical violations as determined at the sole discretion of Company.

3.06 CROSS SPONSORING

Fund Raising Donor may not , or attempt to enroll, any non personally sponsored RankTitleLowers in any other Direct Sales Company. In addition, no Fund Raising Donor may participate in any action that causes another Fund Raising Donor to be sponsored through someone else into another network marketing company.

SECTION FOUR: RESIGNATION/TERMINATION

4.01 VOLUNTARY RESIGNATION

a) Fund Raising Donor may voluntarily terminate his or her Fund Raising Donor status by failing to renew or by sending thirty (30) days written notice of such resignation or termination to Company. Voluntary resignation is effective upon receipt of such notice by Company.

b) Fund Raising Donor who resigns or terminates their Fund Raising Donor status may reapply as Fund Raising Donor, three (3) months after resignation.

4.02 SUSPENSION

Fund Raising Donor may be suspended for violating the terms of his or her Agreement, which includes these Policies and Procedures, the Terms and Conditions and the Earn While Giving Program and other documents produced by Company. When a decision is made to suspend Fund Raising Donor, Company will inform the Fund Raising Donor in writing that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the Fund Raising Donors "address on file" pursuant to the notice provisions contained in the Policies and Procedures and Terms and Conditions. Such suspension may or may not lead to termination of the Fund Raising Donor as so determined by Company at its sole discretion. If the Fund Raising Donor wishes to appeal, Company must receive such appeal in writing within fifteen (15) days from the date of the suspension notice. Company will re-

view and consider the suspension and notify the Fund Raising Donor in writing of its decision within thirty (30) days from the date of the suspension notice. The decision of Company will be final and subject to no further review. Company may take certain action during the suspension period, including, but not limited to, the following:

- a) Prohibiting the Fund Raising Donor from holding himself or herself as Fund Raising Donor or using any of Company's proprietary marks and/or materials;
- b) Withholding Referral Rewards and bonuses that are due the Fund Raising Donor during the suspension period;
- c) Prohibiting the Fund Raising Donor from purchasing services and products from Company; and/or;
- d) Prohibiting the Fund Raising Donor from sponsoring new Fund Raising Donors, contacting current Fund Raising Donors or attending meetings of Fund Raising Donors.

If Company, at its sole discretion, determines that the violation which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended Fund Raising Donor has occurred, the suspended Fund Raising Donor may be terminated.

4.03 TERMINATION

Fund Raising Donor may be immediately terminated for violating the terms of his or her Agreement, which includes these Policies and Procedures, Terms and Conditions and the Earn While Giving Program and other documents produced by Company upon written notice. Company may terminate a violating Fund Raising Donor without placing the Fund Raising Donor on suspension, at Company's sole discretion. When the decision is made to terminate Fund Raising Donor, Company will inform the Fund Raising Donor in writing at the address in the Fund Raising Donor's file that the termination has occurred.

4.04 APPEAL

If Fund Raising Donor wishes to appeal the termination, Company must receive the appeal in writing within fifteen (15) days from the date of notice of termination. If no appeal is received within the fifteen (15) day period, the termination will automatically be deemed final. If Fund Raising Donor files a timely notice of appeal, Company will review the appeal and notify the Fund Raising Donor of its decision within ten (10) days after receipt of the appeal. The decision of Company will be final and subject to no further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice.

4.05 EFFECT OF TERMINATION

Immediately upon termination, the terminated Fund Raising Donor:

- a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationary or advertising referring to or relating to any product, plan or program of Company.
- b) Must cease representing themselves as Fund Raising Donor of Company;
- c) Loses all rights to his or her Fund Raising Donor position in the Compensation Plan and to all future Referral Rewards and earnings resulting therefrom;
- d) Must take all action reasonably required by Company relating to protection of Company's confidential information. Company has the right to offset any amounts owed by Fund Raising Donor to Company including, without limitation, any indemnity obligation incurred pursuant to Section 11.01 herein, from Referral Rewards or other compensation due to the Fund Raising Donor.

4.06 REAPPLICATION

The acceptance of any reapplication of a terminated Fund Raising Donor or the application of any family member of a terminated Fund Raising Donor shall be at the sole discretion of Company and can be denied.

4.07 STATE LAWS

Where state laws on termination are inconsistent with this policy, the applicable state law shall apply.

SECTION FIVE: TRANSFERABILITY

5.01 ACQUISITION OF BUSINESS

Any Fund Raising Donor desiring to acquire an interest in another Fund Raising Donor's business must first terminate his or her Fund Raising Donor status and wait three (3) months before becoming eligible for such a purchase. All such transactions must be fully disclosed and must be approved by Company in advance.

5.02 TRANSFERS OF Fund Raising Donors

Except as expressly set forth herein, Fund Raising Donor may not sell, assign or otherwise transfer his or her Fund Raising Donor entity (or rights thereof) to another Fund Raising Donor or to an individual which has an interest in Fund Raising Donor entity. Notwithstanding the foregoing, Fund Raising Donor may transfer his or her Fund Raising Donor entity to his or her enrollee, subject to the conditions of Section 5.03. In such an event, the enrollee's entity and the transferring Fund Raising Donors entity shall be merged into one entity.

5.03 CONDITIONS TO TRANSFERABILITY

Fund Raising Donors may not sell, assign, merge or transfer his or her Fund Raising Donor entity (or rights thereto) without the prior written approval of Company and compliance with the following conditions:

- a) Company possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Fund Raising Donor entity. Fund Raising Donor wishing to sell, assign, transfer or merge his or her Fund Raising Donor entity must first provide Company with the right and option to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding or intended offer. Company will advise the Fund Raising Donor within ten (10) business days after receipt of such notice of its decision to accept or reject the offer. If Company fails to respond within the ten (10) day period or declines such offer, the Fund Raising Donor may make the same offer or accept any outstanding offer which is on the same terms and conditions as the offer to Company to any person or entity who is not Fund Raising Donor, married to, or a dependent of Fund Raising Donor or who has any interest in Fund Raising Donor;
- b) The selling Fund Raising Donor must provide Company with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the purchase price and terms of purchase and payment;
- c) An office administration transfer fee of \$75.00 must accompany the transfer documents;
- d) The documents must contain a covenant made by the selling Fund Raising Donor for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert or enroll any existing Fund Raising Donor for a period of one (1) year from the date of the sale or transfer;
- e) Upon a sale, transfer or assignment being approved in writing by Company, the buying Fund Raising Donor must assume the position and terms of agreement of the selling Fund Raising Donor and must

execute a current Agreement and all such other documents as required by Company; and

f) Company reserves the right, at its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. Company reserves the right to disapprove any sale or transfer, where allowed by law.

5.04 CIRCUMVENTION OF POLICIES

If it is determined, at Company's sole discretion, that Fund Raising Donor entity was transferred in an effort to circumvent compliance with the Agreement, the Policies and Procedures, Terms and Conditions or the Earn While Giving Program, the transfer will be declared null and void. The Fund Raising Donor entity will revert back to the transferring Fund Raising Donor, who will be treated as if the transfer had never occurred from the reversion day forward. If necessary and at Company's sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring Fund Raising Donor to ensure compliance with the Policies and Procedures and Terms and Conditions.

5.05 SUCCESSION

Notwithstanding any other provision of this Section, upon the death of Fund Raising Donor, the Fund Raising Donorship will pass to his or her successors in interest as provided by law. However, Company will not recognize such a transfer until the successor in interest has executed a current Agreement and submitted certified copies of the death certificate, will, trust or other instrument required by Company. The successor will thereafter be entitled to all the rights and be subject to all the obligations of a Company Fund Raising Donor.

5.06 RE-ENTRY

Any Fund Raising Donor who transfers his or her Fund Raising Donorship must wait for three (3) months after the effective date of such transfer before becoming eligible to reapply to become a Fund Raising Donor.

SECTION SIX: PROPRIETARY INFORMATION

6.01 CONFIDENTIALITY AGREEMENT

During the term of the Agreement, Company may supply to Fund Raising Donors confidential information, including, but not limited to genealogical and Down line reports, customer lists, customer information developed by Company or developed for and on behalf of Company by Fund Raising Donors (including, but not limited to, credit data, customer and Fund Raising Donor profiles and product purchase information), Fund Raising Donor lists, manufacturer and supplier information, business reports, Referral Reward or sales reports and such other financial and business information which Company may designate as confidential. All such information (whether in written or electronic format) is proprietary and confidential to Company and is transmitted to Fund Raising Donors in strictest confidence on a "need to know" basis for use solely in Fund Raising Donors business with Company. Fund Raising Donors must use their best efforts to keep such information confidential and must not disclose any such information to any third party, or use this information for any non-company activity directly or indirectly while a Fund Raising Donor and thereafter.

Fund Raising Donors must not use the information to compete with Company or for any purpose other than promoting Company's program and its products and services. Upon expiration, non-renewal or termination of the Agreement, Fund Raising Donors must discontinue the use of such confidential information and promptly return any confidential information in their possession to Company.

6.02 COPYRIGHT RESTRICTIONS

With respect to product purchases from Company, Fund Raising Donors must abide by all manufacturers' use restrictions and copyright protections.

6.03 VENDOR CONFIDENTIALITY

Company's business relationships with its vendors, manufacturers and suppliers are confidential. Fund Raising Donors must not contact, directly or indirectly, or speak to, or communicate with any supplier or manufacturer of Company except at Company sponsored events at which the supplier or manufacturer is present at the request of Company.

SECTION SEVEN: TRADEMARKS, LITERATURE & ADVERTISING

7.01 TRADEMARKS

Companies name trademarks, service marks and copyrighted materials are owned by the Company. The use of such marks and materials must be in strict compliance with these Policies and Procedures.

7.02 ADVERTISING & PROMOTIONAL MATERIALS

Only the promotional and advertising materials produced by Company or approved in advance in writing by Company may be used to advertise or promote a Fund Raising Donor's business or to sell products and services of Company. Company's literature and materials may not be duplicated or reprinted without the prior written permission.

7.03 USE OF COMPANY NAME

Fund Raising Donors may use the name of Company only in the following format: "Independent Fund Raising Donor for Operation Warrior Support, Inc. ".

7.04 STATIONERY AND BUSINESS CARDS

Fund Raising Donors are not permitted to "create" their own stationery, business cards or letterhead graphics, if Company's trade name or trademarks are used. Only the approved Company's graphics version and wording are permitted; letterhead, envelopes and business cards must be ordered using the on line/stationery order form.

7.05 ELECTRONIC ADVERTISING

Fund Raising Donors may not advertise or promote their Fund Raising Donor business or Company's business, products or marketing plan or use Company's name in any electronic media or transmission, including on the Internet via web sites or otherwise, without the prior written approval of Company's legal department.

7.06 TELEPHONE LISTING

Fund Raising Donors are not permitted to use Company's trade name in advertising their telephone and telecopy numbers in the white or yellow page sections of the telephone book. Fund Raising Donors are not permitted to list their telephone numbers under Company's trade name without first obtaining Company's prior written approval. If approval is granted for an "800" listing, it must be stated in the following manner: "Independent Fund Raising Donor for Company".

7.07 TELEPHONE ANSWERING

Fund Raising Donors may not answer the telephone by saying "Operation Warrior Support, Inc. ," or in any other manner that would lead the caller to believe that he or she has reached the offices of the Company.

7.08 IMPRINTED CHECKS

Fund Raising Donors are not permitted to use Company trade name or any of its trademarks or service marks on their business or personal checking accounts.

7.09 MEDIA INTERVIEWS

Fund Raising Donors are prohibited from granting radio, television, newspaper tabloid or magazine interviews or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize the Company, its products or Company businesses, without the express prior written approval of Company. All media inquires should be in writing and referred to Company's corporate office, legal department.

7.10 ENDORSEMENTS

No endorsements by a Company officer or administrator or third party may be asserted, except as expressly communicated in Company literature and communications. Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, Fund Raising Donors may not represent or imply, directly or indirectly, that Company's programs, products or services have been approved or endorsed by any governmental agency.

7.11 RECORDINGS

Fund Raising Donors may not produce or reproduce for sale or personal use products sold by Company or any Company-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/or audio taping of Company meetings and conferences is strictly prohibited.

7.12 REPACKAGING PROHIBITED

Fund Raising Donors may not repackage products or materials of Company.

7.13 INDEPENDENT COMMUNICATIONS

Fund Raising Donors, as Independent Contractors, are encouraged to distribute information and direction to their respective Down lines. However Fund Raising Donors must identify and distinguish between personal communications and the official communications of Company.

SECTION EIGHT: PAYMENT OF Referral Rewards

8.01 BASIS FOR Referral Rewards

Referral Rewards and other compensation cannot be paid until a completed Agreement has been received and accepted by Company. Referral Rewards are paid ONLY on the sale of Company services and products. No Referral Rewards are paid on the purchase of Sales materials or for Sponsoring Fund Raising Donors. In order to receive Referral Rewards on products and services sold, Company must have received and accepted an Agreement prior to the end of the Referral Reward period in which the sale is made.

8.02 REFERRAL REWARD PERIOD

A business period refers to the time period opening on the first (1st) day of the Referral Reward period and extending up until order entry closes on the last business day of the period (5:00 p.m.). Company offices are open Monday through Friday 9 a.m.-6 p.m., with the exception of certain holidays as posted by Company.

8.03 REFERRAL REWARD PAYMENTS

Referral Rewards are paid to "qualified" Fund Raising Donors as defined within the Earn While Giving Program. Fund Raising Donors must consult the Earn While Giving Program for a detailed explanation

of the benefits, Referral Reward structure and requirements of the Earn While Giving Program.

8.04 OFFSET OF Referral Rewards

Any Referral Rewards or bonuses earned and paid on products returned is the obligation of and must be repaid to Company by Fund Raising Donors earning such Referral Rewards. Company has the right to offset such amounts against future commissions and other compensation paid or owed to such Fund Raising Donors who received Referral Rewards.

SECTION NINE: PURCHASE & SALE OF PRODUCTS

9.01 STOCKPILING PROHIBITED

The success of Company depends on retail sales to the ultimate consumer; therefore all forms of stockpiling are prohibited. Company recognizes that Fund Raising Donors may wish to purchase certain products for their own use. However, Company strictly prohibits the purchase of products in unreasonable amounts and prohibits the purchase of products only or primarily to qualify for compensation.

9.02 RETAIL SALES RULES

Fund Raising Donors must save a copy of the Retail Sales Slip given to retail customers; receipt shall be fully completed and include the name, address and phone number of each retail customer and, upon request by Company, provide copies of such receipts to Company. If Company determines that retail sales were not actually made, the Fund Raising Donor must repay Company all Referral Rewards earned during the calendar period in which the retail sales were to have been made.

9.03 OVER 70% RULE

In order to receive Referral Rewards and overrides, Fund Raising Donors must certify on each product order form that they have sold over seventy percent (70%) in dollar value of all products and Referral Rewards services previously purchased by the Fund Raising Donor at wholesale from the company, to Non-Fund Raising Donor consumers. Fund Raising Donors shall maintain retail sales records available to the company for inspected on request.

9.04 ORDERING METHODS

All orders submitted to Company shall have the Fund Raising Donor Identification Number placed thereon to assist Company in crediting the appropriate Fund Raising Donor.

9.05 PAYMENT OPTIONS

Purchases may be paid by cashier's check, ACH, debit card, money order, or major credit card. The Fund Raising Donor and retail customers are responsible for paying the costs of any returned checks plus an administrative fee charged by Company, which fee may change at any time based on past payment history of the customer. If an underpayment is made, the order will not be processed until the full amount is received by Company. If an overpayment is made, Company will process the order and issue a credit to Fund Raising Donor's account, which will automatically refund on the next Referral Reward check paid to Fund Raising Donor. Orders will not be processed if cancellation of a credit card is made. Orders for products are not effective until accepted by Company. To expedite shipping, Fund Raising Donors may authorize Company to keep a valid credit card on file as security for payment. Overdue amounts will accrue interest at the annual rate of 18% or at a higher if permitted by law.

9.06 SHIPPING AND HANDLING POLICY

Subject to availability all products will be shipped by UPS or other similar service within approximately three (3) business days of receipt of payment. Payment for products shall be made at time

of order. At Fund Raising Donor's option, the product may be shipped to a customer's designated "Ship-To address", or to the Fund Raising Donor.

9.07 PRODUCT DELIVERY

Upon clearance of payment, the products and materials ordered will be shipped.

9.08 BACK ORDER POLICY

Company will expeditiously ship all products currently in stock. Any out-of-stock items (unless discontinued) will be placed on back order and distributed upon Company receiving additional inventory. Fund Raising Donor will be charged and granted Referral Rewards on back ordered items once they are shipped unless notified of the discontinuance of such product. Back orders may be cancelled upon Fund Raising Donor's request and will create a credit on the Fund Raising Donor's account.

9.09 DAMAGED GOODS

The shipping company is responsible for any damage that occurs after it takes physical custody of the products. A Fund Raising Donor who receives damaged goods should follow this procedure:

- a) Accept delivery;
- b) Before the driver leaves, document on the delivery receipt the number of boxes which seem to be damaged and have the driver acknowledge the damage in writing;
- c) Save the damaged products or boxes for inspection by the shipping agent;
- d) Make an appointment with the shipping company to have the damaged goods inspected, and call the Company Customer Service Department.

9.10 SHIPPING LOSS

In the event Fund Raising Donor or a consumer does not receive a product order from Company in a timely fashion, the individual should contact the Sales Department at Operation Warrior Support, Inc. .

9.11 REFUSED SHIPMENTS

Should Fund Raising Donor refuse delivery on any order he or she has placed with Company and such product is subsequently returned to Company; Company shall have the right to place that Fund Raising Donor on suspension pending resolution of the refusal of delivery. Neither Fund Raising Donor nor a consumer shall refuse any shipment from Company unless prior approval of Company has been obtained.

9.12 PRICING POLICY

Company will furnish Fund Raising Donors with a discount from its published retail prices in its then current consumer catalog or order form in accordance with its policies. This discount does not apply to literature, business aids, gifts or special promotional items. Prices for Company's products, services and literature are subject to change without prior notice.

9.13 RECEIPTS

Fund Raising Donors must provide all retail purchasers of Company's products with written receipts.

9.14 RETAIL PRICING

Company provides a suggested retail price as a guideline.

9.15 PROMOTIONAL ITEMS

All promotional items which bear Company name or logo must be purchased solely from Company unless prior written permission is obtained from Company.

9.16 SALES TAX

Company may collect sales tax on taxable items. Fund Raising Donors may be responsible to collect and remit sales tax on personal retail sales to the appropriate tax agencies.

9.17 PLACE OF SALE

The integrity of Company's marketing plan is built upon person-to-person, one-on-one and in-home presentation methods of sale. Company's products may not be sold to or displayed by any retail outlet, including, but not limited to supermarkets or food stores, flea markets or swap meets, permanent restaurant displays, bars or night clubs or any such similar establishment, convenience stores or gas stations.

9.18 PRODUCT & SERVICES CLAIMS

Fund Raising Donors may make no claim, representation or warranty concerning any product or service of Company, except those expressly approved in writing by Company or contained in official Company materials.

9.19 FAX BLASTS, SPAMMING

Fax blasting and unsolicited e-mailing (SPAMMING) is prohibited.

SECTION TEN: RETAIL GUARANTEE & REFUND POLICY

10.01 RETAIL CUSTOMER GUARANTEE

Fund Raising Donor offers a thirty (30) day, 100% money-back, and satisfaction guarantee to all retail customers. If a retail customer is dissatisfied with any product for any reason, then the retail customer may return that product in its original package and shipping container to the Fund Raising Donor who sold the product within thirty (30) days of purchase, for either replacement or a full refund of the purchase price. All other warranties and guarantees are disclaimed.

10.02 WARRANTIES

Except as expressly stated herein, Company makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from or through Company.

10.03 RETURN POLICIES

To return products you must obtain a return merchandise authorization (RMA) and return the products within 7 days after you receive the RMA. Company will refund the original purchase price of products, and related sales taxes. SHIPPING & HANDLING FEES ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL Company RECEIVES THEM. YOU WILL BE CHARGED A RESTOCKING FEE OF 10% TO RETURN PRODUCTS. Returned products must be in the same condition as you received them. THIS RETURN POLICY IS NOT A WARRANTY.

NOTE: Company will not accept for return any products you purchased from a Reseller. In order to properly process a refund or exchange, Fund Raising Donors must follow the steps and conditions set forth below:

All returns to Company must be accompanied by:

- a) A signed statement from the retail customer identifying the reason for the return;

- b) A copy of the original retail sales receipt; and
- c) The name, address and telephone number of the retail customer
- d) Company will prepay the cost of shipping the replacement product(s).

Fund Raising Donor request for refund may, at company's option, be treated as a termination of the Fund Raising Donorship.

10.04 BUYER'S RIGHT TO CANCEL

Federal law grants a buyer the right to cancel certain sales without penalty prior to midnight of the third business day after the transaction. This rule covers retail consumer sales of \$25.00 or more that occur away from the seller's main office. Fund Raising Donors must orally inform the buyer of the three-day right to cancel at the time the buyer purchases the goods and deliver 2 three-day cancellation notices to every customer.

SECTION ELEVEN: GENERAL PROVISIONS

11.01 INDEMNITY AGREEMENT

Each and every Fund Raising Donor agrees to indemnify and hold harmless Company, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of or in any way related to or connected with allegedly or otherwise, the Fund Raising Donors (a) activities as Fund Raising Donor; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

11.02 PROCESSING CHARGES

Company reserves the right to institute a processing charge for Referral Reward checks and/or genealogy requests.

11.03 OTHER SERVICES & PRODUCTS

Fund Raising Donors may not promote or sell another company's products or services at functions organized to feature Company's products. Fund Raising Donors are not restricted from selling other company's services and products which are not similar to or competitive with the products and services of Company. However promotion of competitive services, products and/or business programs with anyone, including Fund Raising Donors, is strictly prohibited.

11.04 LIABILITY

To the extent permitted by law, Company shall not be liable for, and each Fund Raising Donor releases Company from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Fund Raising Donor as a result of (a) the breach by Fund Raising Donor of the Agreement and/or the Terms and Conditions and/or the Policies and Procedures; (b) the operation of Fund Raising Donor's business; (c) any incorrect or wrong data or information provided by Fund Raising Donor; or (d) the failure to provide any information or data necessary for Company to operate its business, including, without limitation, the enrollment and acceptance of Fund Raising Donor into the Compensation Plan or the payment of Referral Rewards and bonuses.

11.05 RECORDKEEPING

Company encourages all Fund Raising Donors to keep complete and accurate records of all their business dealings.

11.06 FORCE MAJEURE

Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as but not limited to: fire, flood, earthquake, storm, power outages, labor difficulties, strikes, war, government decrees or orders and/or curtailment of a party's usual source of supply.

11.07 VIOLATIONS

It is the obligation of every Fund Raising Donor to abide by and maintain the integrity of the Policies and Procedures and Terms and Conditions. If Fund Raising Donor observes another Fund Raising Donor committing a violation, he or she should discuss the violation directly with the violating Fund Raising Donor. If the Fund Raising Donor wishes to report such violation to Company, he or she must detail violations in writing only and mark the correspondence "Attention: Legal Department".

11.08 AMENDMENTS

Company reserves the right to amend the Agreement, Policies and Procedures, Terms and Conditions, its retail prices, product and service availability and the Compensation Plan type at any time without prior notice as it deems appropriate. Amendments will be communicated to Fund Raising Donors through official Company website and or official Company publications. Amendments are effective and binding upon submission to the Company website. In the event any conflict exists between the original documents or policies and any such amendment, the amendment will control.

11.09 NON-WAIVER PROVISION

No failure of Company to exercise any power under these Policies and Procedures or to insist upon strict compliance by Fund Raising Donor with any obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of Company's right to demand exact compliance with these Policies and Procedures. Company's waiver of any particular default by Fund Raising Donor shall not affect or impair Company's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Fund Raising Donor. No delay or omissions by Company to exercise any right arising from a default effect or impair Company's rights as to that or any subsequent or future default. Waiver by Company can be affected only in writing by an authorized officer of Company.

11.10 GOVERNING LAW

The Agreement and these Policies and Procedures shall be governed by the laws of Ormond Beach FL United States.

11.11 DISPUTES

In the event a dispute arises between the Company and a Fund Raising Donor regarding their respective rights, duties under this agreement, or in the event of a claim of breach of the Fund Raising Donor Agreement, it is agreed that such dispute shall be exclusively resolved pursuant to binding arbitration under the Commercial Rules of the American Arbitration Association with arbitration to occur at Ormond Beach FL United States. The Arbitrator may award, in addition to declaratory relief, contractual damages and shall award reasonable attorney's fees and costs to the prevailing party. An award of attorney's fees and costs shall continue through any review, appeal or enforcement of an arbitration decision. The arbitration decision may be enforced in any court of competent jurisdiction. This provision shall not be construed so as to prohibit either party from obtaining preliminary or permanent injunctive relief in any court of competent jurisdiction. The parties each expressly waive their right to collect consequential, punitive and exemplary damages from the other party.

11.12 ENTIRE AGREEMENT

The Policies and Procedures are incorporated into the Agreement and, along with the Terms and Conditions and Earn While Giving Program, constitute the entire agreement of the parties regarding their business relationship.

11.13 SEVERABILITY

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures and Terms and Conditions, or any specification, standard or operating procedure which Company has prescribed is held to be invalid or unenforceable, Company shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to the extent required to be valid and enforceable, and the Fund Raising Donor shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

11.14 LIMITATION OF DAMAGES

TO THE EXTENT PERMITTED BY LAW, COMPANY AND ITS Fund Raising DonorS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES, SHALL NOT BE LIABLE FOR, AND Fund Raising Donor HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO COMPANY PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY COMPANY AND COMPANY, WHETHER SOUNDING IN CONTRACT TORT OR STRICT LIABILITY. COMPANY SHALL NOT EXCEED AND IS HEREBY EXPRESSLY LIMITED TO, THE AMOUNT OF UNSOLD COMPANY SERVICES AND/OR PRODUCTS OF COMPANY OWNED BY THE Fund Raising Donor AND ANY Referral Rewards OWED TO THE Fund Raising Donor.

11.15 NOTICE

Any communication, notice or demand of any kind whatsoever which either the Fund Raising Donor or Company may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, Email or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested). Any such communication, notice or demand shall be deemed to have been given or served on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or by other evidence if delivery is by mail.

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