



Indaba Health and Wellness, LLC

Independent Distributor and Representative (IDR) Policies, Procedures, FAQs

Indaba Health and Wellness, LLC created HABIT to provide Indaba Health and Wellness' Independent Distributor and Representatives (IDRs) with an unprecedented earnings opportunity. Indaba Health and Wellness' IDRs may introduce and sell Indaba Health and Wellness' access and programs to their customers and earn an outstanding commission on each sale.

Do you have clients or know companies that would benefit from using IHW's online health and wellness programs? Indaba Health and Wellness' online behavior modification programs can provide wellness programs to companies with 10 employees or 10,000! If you would like to learn more of what it means to become an IHW Independent Distributor and Representative (IDR), please contact us.

Contact Us

Call Indaba Health and Wellness, LLC at 727.327.8777 or email at info@indabaglobal.com.

IHW IDRs Program FAQs (Frequently Asked Questions)

What is an IDR program?

An IDR program is a business opportunity that provides individuals the ability to market products of a company and earn commissions from each sale. The individual is an independent contractor and is not an employee of the company.

What are the fees to become an IDR?

There are no fees to become an IHW IDR. After becoming an IHW IDR, you may introduce our health and wellness programs to interested parties immediately. You receive generous commissions for each purchase made through you by your customers through the terms specified in the Agreement in Principle associated with the contract or sale.

Are there sales quotas each month?

No. You will not be required to reach minimum sales levels.

As an Indaba Health and Wellness IDR, is this an Easy Way to Earn Money?

No. Like all businesses, your results will vary based on the amount of effort you put into your IDR business. Most businesses fail. Fortunately, if you approach this opportunity with focus and clarity you will have a much better percentage of achieving positive results. Everyone's goals are different. You must work your program daily. You must learn to market or team up with someone who is already marketing savvy. **TIP:** If you know someone who has access to lists (permission-based only) you will have a wonderful opportunity to introduce our products and programs in an inexpensive and efficient manner.

Must I Be an IDR or Coach to Offer Indaba Health and Wellness' Online Programs?

No. Without a doubt having prior experience in the health care industry may lead to greater sales. However, at IHW we offer beginners and individuals with a background in the industry an equal opportunity to introduce our innovative suite of online training programs and HABIT solution.

I Have Several Potential Clients Who Would Benefit From These Programs. However, I am Not Confident to Introduce the Programs By Myself. Do You Work With New IDR's?

Yes. We strongly recommend working with a person with more experience in the industry when introducing IHW's programs to a prospect. You may locate a person to work with you on your own (and work out an agreeable commission sharing percentage) OR you may contact the Indaba Health and Wellness Office. 727.327.8777. We will either put you in touch with someone in your area or we may assist you in your appointment via a conference call, webinar or on sight.

Do you advertise for me?

No. IDRs are responsible for their own advertising. We recommend you utilize current clients, active IDRs, mailing lists (permission-based only), banners, word of mouth, web sites, personal contacts, etc. as the most common methods of advertising.

The most **productive** way to introduce our online behavior modification programs is through centers-of-influence already working within a corporation. **Several examples:** C-level officers, VPs, and directors of the insurance industry, medical field, or the like. Also introductions to executive coaches, insurance representatives, company lawyer, board of directors, accountant, business trainer/coach, IDR, executive search firms, etc.

Indaba Health and Wellness, LLC IDR's Manual

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1. IDR Status

WHY AM I REFERRED TO AS AN INDEPENDENT CONTRACTOR?

As an Indaba Health and Wellness (IHW) Independent Distributor and Representative (IHW IDR) you are an independent contractor. An independent contractor of IHW is not eligible for benefits available to employees of IHW, worker's compensation or unemployment compensation, and Indaba will not withhold or pay employment taxes for Independent Consultants.

Independent Distributor and Representatives have no authority whatsoever to bind Indaba to any obligation.

Your status as an independent contractor means that you are not a franchisee, employee or agent of Indaba. You have not entered into a joint venture with the Company and are strictly prohibited from stating or implying that you are anything but an Independent Contractor, either orally or in writing.

HOW DO I SPONSOR OTHER INDEPENDENT DISTRIBUTOR AND REPRESENTATIVES SO THAT MY INDEPENDENT DISTRIBUTOR AND REPRESENTATIVE GROUP & INCOME WILL GROW?

Simply contact IHW with the name of the person and we will contact the individual to confirm your relationship.

HOW ARE MY NEW INDEPENDENT DISTRIBUTOR AND REPRESENTATIVES INCORPORATED INTO MY SALES ORGANIZATION?

IHW tracks sales from your organization.

HOW ARE MARRIED COUPLES TO BE SPONSORED?

Married couples and their dependent children must be considered a single Independent Distributor and Representative for the purpose of joining Indaba Global. Independent Distributor and Representatives who marry, but were considered as separate Independent Distributor and Representatives prior to their legal union, may elect to keep separate Independent Distributor and Representative status except where one Independent Distributor and Representative has directly sponsored the new spouse (then these Independent Distributor and Representatives will be merged).

In the case of divorce or separation, Indaba will continue to pay commissions as before until it receives written notification. This notification must be signed and notarized by both parties and must specify how the new commissions should be paid. It is necessary to contact the Company for the various options available with regard to check paying before sending notification. Independent Distributor and Representative groups will not be split.

MAY I HAVE AN INTEREST IN MORE THAN ONE INDEPENDENT DISTRIBUTOR AND REPRESENTATIVE ENTITY?

Individuals may only have simultaneous beneficial interest in one Independent Distributor and Representative Entity. An example of this might be a shareholder of a corporation that is an Independent Distributor and Representative may not become an Independent Distributor and Representative in their personal capacity.

An individual, partnership or corporation may apply under a legally registered assumed name, provided the Independent Distributor and Representative Application contains the signatures of all persons acting under or having an interest in the assumed name.

If more than one Application is received for an Independent Distributor and Representative (perhaps with a different sponsor), only the first Application processed by the Company will be accepted.

HOW DO I ADD OR DELETE A CO-APPLICANT?

To add or delete a Co-Applicant the original Applicant's must send a written, notarized request for the addition or deletion together with a signed Independent Distributor and Representative Application for the Co-Applicant. The Co-Applicant and Applicant must be registered under a single ID number. This number must be stated in the request letter and on the Co-Applicant's Independent Distributor and Representative Application.

The company will notify the 'deleted' Independent Distributor and Representative to confirm deletion prior to officially canceling the Independent Distributor and Representative agreement. Note: All legal and tax responsibilities reside with the appropriate parties according to how the applicant registered as an Independent Distributor and Representative. (For example as an individual taxpayer with their personal social security number, or as partners or officers of an entity with a corporate tax identification number.)

2. Annual Registration

DO I HAVE TO RE-REGISTER EACH YEAR?

No. There are no annual fees for an IDR for basic access to our site. You do not need to re-register.

3. Change of Personal Info

WHEN DO I REPORT A CHANGE OF ADDRESS?

You must report a change of address or personal information (name change, address change, change of credit card on record, e-mail change, telephone number change, etc.) to the Company within fifteen business days. Notice must be given in writing with original signatures and ID numbers for processing. Fax correspondence and photocopies are not acceptable. If updates to an IDR's profile are requested, the Company must receive appropriate notarized documents before changes can be authorized.

WHAT ARE THE QUALIFICATIONS REQUIRED TO RECEIVE MY COMMISSION CHECK?

There is no minimum sales requirement. However, checks will only be paid after a minimum of \$100 is earned.

WHAT IS THE PROCEDURE FOR ACCOUNTS RECEIVABLE BALANCES?

Indaba Health and Wellness reserves the right to deduct any accounts receivable balances from either an IDR's commission, credit card on record, bonus, and/or bonus checks.

WHAT IS THE COMPANY PROCEDURE FOR TRANSFERRING VOLUME BETWEEN IDRS?

The company strictly prohibits the transfer of interests between IDRs. The company's position is that each IDR is an independent businessperson and as such must order directly from the company to avoid conflict between IDRs.

4. Code of Ethics

For the benefit of all Indaba Health and Wellness employees, consultants, personnel, coaches, and customers, we adhere to the principles outlined in our Code of Ethics. Our behavior, attitude, decision making processes, and how we serve others focus on these principles. Our ethical standards and capabilities are governed by the choices we make and our code of ethics is our compass.

These are the ethical standards that Indaba Health and Wellness upholds as essential not only for its members but for the health and wellness industry as a whole. Indaba Health and Wellness members and Certified Coaches, associated firms, their principals and employees will uphold the principles of Indaba Health and Wellness and promise faithfully that they will not commit acts discreditable to the company.

Trust

The success of our business is dependent on the trust and confidence we earn from our employees, consultants, distributors, personnel, coaches, and customers. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching company goals solely through honorable conduct.

Respect

We all deserve to work in an environment where we are treated with dignity and respect. Indaba Health and Wellness, LLC is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our business success.

Indaba Health and Wellness, LLC is an equal opportunity employer and is committed to providing a workplace that is free of discrimination of all types from abusive, offensive or harassing behavior. Any employee, consultant, or distributor who feels harassed or discriminated against should report the incident.

Communication

At Indaba Health and Wellness, LLC everyone should feel comfortable to speak his or her mind, particularly with respect to ethics concerns. Indaba Health and Wellness, LLC will investigate all reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, the company will take appropriate action.

To make our Code work, managers must be responsible for promptly addressing ethical questions or concerns raised by employees, consultants, and distributors and for taking the appropriate steps to deal with such issues. Managers should not consider employees' ethics concerns as threats or challenges to their authority, but rather as another encouraged form of business communication.

Law

Indaba Health and Wellness' commitment to integrity begins with complying with laws, rules and regulations where we do business. Further, each of us must have an understanding of the company policies, laws, rules and regulations that apply to our specific roles. If we are unsure of whether a contemplated action is permitted by law or Indaba Health and Wellness policy, we should seek the advice from the resource expert.

Competition

We are dedicated to ethical, fair and vigorous competition. We will sell Indaba Health and Wellness products and services based on their merit, superior quality, functionality and competitive pricing. We will make independent pricing and marketing decisions and will not improperly cooperate or coordinate our activities with our competitors. We will not offer or solicit improper payments or gratuities in connection with the purchase of goods or services for Indaba Health and Wellness or the sales of its products or services, nor will we engage or assist in unlawful boycotts of particular customers.

Conflicts of Interest

We must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs.

At times, we may be faced with situations where the business actions we take on behalf of Indaba Health and Wellness may conflict with our own personal or family interests because of the course of action that is best for us personally may not also be the best course of action for Indaba Health and Wellness. We owe a duty to Indaba Health and Wellness to advance its legitimate interests when the opportunity to do so arises. We must never use Indaba Health and Wellness property or information for personal gain or personally take for ourselves any opportunity that is discovered through our position with Indaba Health and Wellness.

Accepting Business Courtesies

Most business courtesies offered to us in the course of our employment are offered because of our positions at Indaba Health and Wellness. Although we may not use our position at Indaba Health and Wellness to obtain business courtesies, and we must never ask for them, we may accept unsolicited business courtesies that promote successful working relationships and good will with the firms that Indaba Health and Wellness maintains or may establish a business relationship with.

Employees, consultants, and distributors who award contracts or who can influence the allocation of business, who create specifications that result in the placement of business or who participate in negotiation of contracts must be particularly careful to avoid actions that create the appearance of favoritism or that may adversely affect the company's reputation for impartiality and fair dealing.

We may accept occasional meals, refreshments, entertainment and similar business courtesies that are shared with the person who has offered to pay for the meal or entertainment, provided that:

- They are not inappropriately lavish or excessive.
- The courtesies are not frequent and do not reflect a pattern of frequent acceptance of courtesies from the same person or entity.
- The courtesy does not create the appearance of an attempt to influence business decisions, such as accepting courtesies or entertainment from a supplier whose contract is expiring in the near future.
- The employee, consultant, or distributor accepting the business courtesy would not feel uncomfortable discussing the courtesy with his or her manager or co-worker or having the courtesies known by the public.

Offering Business Courtesies

Any employee who offers a business courtesy must assure that it cannot reasonably be interpreted as an attempt to gain an unfair business advantage or otherwise reflect negatively upon Indaba Health and Wellness. Accounting for business courtesies must be done in accordance with approved company procedures.

Further, management may approve other courtesies, including meals, refreshments or entertainment of reasonable value, provided that:

- The practice does not violate any law or regulation or the standards of conduct of the recipient's organization.
- The business courtesy is consistent with industry practice, is infrequent in nature and is not lavish.
- The business courtesy is properly reflected on the books and records of Indaba Health and Wellness.

Accurate Reporting

We will make certain that all disclosures made in financial reports and public documents are full, fair, accurate, timely and understandable. No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records.

All corporate records must be true, accurate and complete, and company data must be promptly and accurately entered in our books in accordance with Indaba Health and Wellness' and other applicable accounting principles.

Accountability

Each of us is responsible for knowing and adhering to the values and standards set forth in this Code and for raising questions if we are uncertain about company policy. Indaba Health and Wellness takes seriously the standards set forth in the Code, and violations are cause for disciplinary action up to and including termination of employment.

Confidential Information

Integral to Indaba Health and Wellness' business success is our protection of confidential company information, as well as nonpublic information entrusted to us by employees, customers and other business partners.

Confidential and proprietary information includes such things as pricing and financial data, customer names/addresses or nonpublic information about other companies, including current or potential supplier and vendors. We will not disclose confidential and nonpublic information without a valid business purpose and proper authorization.

5. Company Name Usage - Advertising

WHAT ARE THE RULES REGARDING THE USE OF THE Indaba Health and Wellness, LLC NAME AND LOGO?

The name "Indaba Health and Wellness, LLC" and the names of all Indaba Health and Wellness, LLC products are trademarks of Indaba Health and Wellness, LLC. Only Indaba Health and Wellness, LLC is authorized to produce and market products and literature under these trademarks. The use of the Indaba Health and Wellness, LLC logo or Indaba Health and Wellness, LLC name on any item not produced by Indaba Health and Wellness, LLC is strictly prohibited, except in this manner:

IDR of Indaba Health and Wellness, LLC

Prior written approval from the company is needed for the use of any of the following: Company name, trademarks, names of: Corporate Directors, Corporate Executives, Board of Directors, Corporate Employees or any professionals who endorse Indaba Health and Wellness, LLC or Indaba Health and Wellness, LLC products. This approval is needed whether the use is either written or spoken. The use of IHW or Indaba Health and Wellness, LLC is strictly limited to company produced material and/or company approved formats.

An Indaba Health and Wellness, LLC IDR must at all times indicate that they are an "IDR of Indaba Health and Wellness, LLC" when using the Indaba Health and Wellness, LLC trademark, logo or trade name in any pre-approved material.

Prior written approval is necessary for any and all web site or electronic mail usage of the Company's trademarks, products, literature and/or materials.

Indaba Health and Wellness, LLC makes no warranties concerning possible infringement of any United States or foreign trademark, patent, copyright or the like caused by IDR operations. IDRs have no right to make any claims in connection with the above stated regulation. If an IDR learns of any suit or claim regarding Indaba Health and Wellness, the IDR shall immediately inform the company. Pre-approval is needed by IHW for any material that will contain the IHW name, trademark, or logo. Please check with IHW for additional information.

CAN I PRINT MY OWN LITERATURE TO DISTRIBUTE AND SELL COMPANY PRODUCTS?

We realize that many of our IDRs have creative marketing minds. We do not want to stifle your marketing efforts, but we must approve of any and all materials prior to their use.

You may submit materials for approval but only official company brochures can be used to promote the compensation plan and products.

All company materials contained in the IDR's Section can be duplicated. Any other material that is company authorized for duplication will state "Approved for duplication." IDRs are encouraged to use the web site to reproduce any company authorized brochures, correspondence, business cards, stickers for labeling products with your own name and telephone number, instruction manuals and resource manuals.

Note: You may submit any materials you have created for approval by email, fax or by mail. Please submit all ideas for usage to the Company for approval.

Please allow 10 business days for written acceptance of your materials.

WHAT MATERIALS CAN I USE FOR PRINT OR MEDIA ADVERTISING?

Again we state that only Company approved material can be used to advertise Indaba Health and Wellness, LLC trademarks, logo, Compensation Plan, trade name or corporate copyrighted materials. Express written approval is required for all advertising.

Note: Please submit all materials and ideas for usage to the Company for approval. Please allow 10 business days for written acceptance of your materials.

WHAT IS THE COMPANY POLICY REGARDING SPEECHES AND PROMOTIONAL MATERIALS?

The Company prohibits the use of any materials for promotional purposes that have not been approved in writing or endorsed by Indaba Health and Wellness, LLC. The Company does not allow reproduction of any materials unless the material has been marked "approved for duplication." This material includes but is not limited to audiotapes, videotapes, printed materials, forms, sales materials, and Company training literature.

IDRs are prohibited from using radio, TV, cable or public appearances to promote Indaba Health and Wellness, LLC in any form or manner without prior written approval.

WHAT DO I DO IF ANYONE IN THE MEDIA WANTS INFORMATION REGARDING Indaba Health and Wellness, LLC?

Because of increased interest in Indaba Health and Wellness, LLC, members of the media might contact you. If this occurs, redirect the media to contact an officer in the corporate office concerning any aspect of IHW. IDRs are expressly prohibited from giving any information to the media that is not authorized in writing by the Company. This policy will ensure that accurate and consistent information is always released to the media. No media advertising (except Blind Ads) is authorized without express written approval from the Company.

WHAT ARE BLIND ADS?

Blind ads are any written, audio or video advertisements that do not use the Indaba Health and Wellness, LLC logo, trademarks or display of any Company products. The Company does not prohibit promoting business through the use of blind ads.

CAN I LIST MY NAME IN THE TELEPHONE DIRECTORY OR YELLOW PAGES?

You may list your name in the telephone directory or yellow pages only if the name is preceded by the words "Indaba Health and Wellness, LLC IDR." A number of IDRs may list their names collectively under this heading. Contact your local telephone company for your options.

CAN I USE TELEPHONE SOLICITATION TO HELP MY BUSINESS GROW?

All telephone solicitation must be done personally by the IDR. The use of automatic calling devices and boiler room operations are strictly prohibited in any form.

HOW SHOULD I ANSWER MY TELEPHONE WITH REGARD TO MY Indaba Health and Wellness, LLC BUSINESS?

You should always answer the telephone in a professional manner. It is strictly prohibited to imply in any way that the caller has reached the Corporate Office of Indaba Health and Wellness, LLC.

WHAT DO YOU SUGGEST I USE TO ANSWER CALLS WHEN I AM NOT AT HOME OR IN MY OFFICE?

If you operate a small business, especially out of your home, in order to ensure that people do not get frustrated by not being able to reach you, the Company recommends the use of an answering machine or voice mail for your IDR and business clients. The message on the answering machine and voice mail should be professional. Always return telephone calls promptly! Also, please be aware of background noises when speaking to clients.

6. Compensation and Payment

WHAT TIME FRAMES ARE USED FOR COMMISSION PAYMENTS AND WHEN DOES THE ORDERING PERIOD END?

Commissions are based on sales volumes accrued during the calendar month ending on the last business day of the month at 5:00 PM EST.

WILL I RECEIVE A STATEMENT WITH MY CHECK AND WHEN WILL MY CHECK BE MAILED?

A statement will be emailed on or before the 15th of the month following the month in which they were earned for your records. When you receive the statement you should review it immediately. If you feel that a discrepancy has occurred you must report it in writing within 20 days and you will receive written verification of the receipt of your correspondence by corporate headquarters. If you fail to do this, it will be presumed that you agree with the statement's contents, correctness, accuracy and fairness. There will be no variances of this procedure. (Direct deposit is required for payment. Please contact us for details.)

7. Compensation Plan

Indaba Health and Wellness, LLC pays commission for direct sales and referrals according to the latest published commission structure. Indaba Health and Wellness, LLC reserves the right to change the commission structure and will issue a notice of a minimum of 30 days when changes are made to the commission structure. Commissions are disbursed to IDR after invoice is paid by client. There is no minimum sale required.

8. Compliance and Amendments

WILL AMENDMENTS TO COMPANY POLICY AND PROCEDURES EVER OCCUR?

Indaba Health and Wellness, LLC reserves the right to amend any of the policies and/or procedures of the Company at any time that it deems appropriate. The amendments might include but are not limited to: Compensation Plan, suggested prices, products, services, offerings, and product line. Amendments (whenever they occur) will be communicated directly to all IDRs by means of an electronic newsletter, posted on the web site, by other appropriate IDR publication, by telephone conference calls or other means. Amendments are binding and effective for all IDRs on the date of issuance.

NON-WAIVER PROVISION

No failure of Indaba Health and Wellness, LLC to exercise any power under these Policies and Procedures or to insist upon strict compliance by any IDR of any obligation or provision herein, and custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of Indaba Health and Wellness, LLC's right to demand exact compliance with these Policies and Procedures. Waiver by Indaba Health and Wellness, LLC can be affected only in writing by an authorized officer of the Company.

Indaba Health and Wellness, LLC's waiver of any particular default by an IDR shall not affect or impair Indaba Health and Wellness, LLC's rights with respect to any subsequent default, nor shall it affect in any way the rights and obligations of any other IDR. Nor shall any delay or omission by Indaba Health and Wellness, LLC to exercise any rights arising from default affect the Company's rights as to that or any subsequent default.

9. Distributor Rules Regulations

IDR Rules and Regulations. You may become an IDR of Indaba Health and Wellness, LLC (referred to as the Company, Indaba Health and Wellness, LLC or IHW) when all of the terms and conditions of the IHW IDR Agreement are met.

Upon acceptance of the IHW IDR Agreement by the Company, the new IDR is authorized to participate in the Compensation Plan, sponsor new IDRs, purchase products and sell IHW products anywhere in the United States without exclusivity. Under no circumstances will the Company allow products to be sold outside of the areas stated in the Terms and Agreement.

CAN I JOIN THE COMPANY WITHOUT A SPONSOR?

To protect the IDR's hardworking efforts, the Company cannot accept an IDR without a sponsor. If an individual contacts IHW directly then the company will waive the sponsor requirement. IHW reserves the right to assign a sponsor to a new IDR.

CAN I BUY PRODUCTS DIRECTLY FROM THE COMPANY IF I AM NOT AN IDR?

To protect IHW IDRs, the Company policy is not to sell products directly to non-IDRs unless specifically designated as a Marketing initiative to build market presence. For direct business that results from web surfers attached to the IHW web site, the customer price for email or telephone orders will be the retail price posted on the IHW web site. The order will be taken and the customer will be assigned to our Orphan Pool for repeat purchases. If the customer requests an IDR we will inform the customer that their name will be forwarded to the IDR closest to them geographically. The IDR can then contact the new customer. This is an excellent way to generate new business referrals for IDRs.

CAN I SUPPLY QUANTITIES TO NON-IDRS AT IDR COST?

IHW supplies IDRs with products with the specific objective that the IDRs then sell to customers for profit. IDRs are prohibited from selling products at IDR cost to non-IDRs. This regulation is strictly enforced to protect all IDRs of the Company. Violation shall result in termination. It is impossible for IHW to maintain high standards of distribution with people who are not under a contractual relationship with the Company. The policy of the Company is such that it does not want unauthorized sellers to offer IHW products to the general public.

WHAT WILL HAPPEN IF I VIOLATE COMPANY PROCEDURE?

Violation of any of the rules explained in the Company's Policies and Procedures is grounds for termination of the IDR's status with the Company. The violator may also be liable for damages resulting from the unauthorized use of Company trademarks, materials and copyrights.

WHAT CAN I DO IF I AM UNSURE ABOUT COMPANY POLICY?

If you have a question, telephone or email IHW Corporate Headquarters.

MAY I HAVE AN INTEREST IN MORE THAN ONE IDR ENTITY?

Individuals may only have simultaneous beneficial interest in one IDR entity. An example of this might be a shareholder of a corporation that is an IDR may not become an IDR in their personal capacity.

An individual, partnership or corporation may apply under a legally registered assumed name, provided the IHW IDR Agreement contains the signatures of all persons acting under or having an interest in the assumed name.

If more than one Application is received for an IDR (perhaps with a different sponsor), only the first Application processed by the Company will be accepted.

10. Duties as a Sponsor

WHAT ARE MY DUTIES AS A SPONSOR?

Any IDR that sponsors other IDRs must fulfill the obligation of performing a bona fide supervisory function. Training must be offered to the new IDRs. Meetings or contact must occur on a regular basis. If the sponsored IDRs are not in the immediate geographic area of the sponsor, frequent mail, e-mail and/or telephone contact should be maintained.

The sponsor must make certain that the new IDR has read and understands the Compensation Plan, has sound product knowledge and can function as a productive IDR of IHW. Sponsors must have ongoing communication, contact and management supervision with their sales organizations.

IDRs are encouraged to distribute information to their new IDRs' but, the sending of newsletters or correspondence to any IDRs of IHW, (except IDRs you have personally sponsored) without corporate approval, is strictly prohibited and may be cause for termination. Email contact with IDRs other than those IDRs who you have directly sponsored is strictly forbidden, unless you have written permission to email the IDR. Email blasting through your organization is strictly prohibited and may be cause for termination. Every IDR must ensure that they avoid giving the impression that they are acting as an agent for IHW.

Examples of duties of supervision over new IDRs might include, but are not limited to:

- Review a new IDR's sales presentation and offer positive constructive advice.
- Teach the principles of referral marketing so that the new IDR can duplicate them.
- Share ideas that work for you.
- Give ideas pertaining to opening up conversations with other people and sharing with them the opportunity to become involved as an IHW IDR.
- Set up (or organize) personal meetings. Use the telephone and have an upbeat conversation with the IDRs in your IDR group.
- Hold training sessions with experienced and new IDRs. These are wonderful venues for sharing growth experiences and generating excitement.

- Share success stories.
- Share sales tips with your IDRs.
- Join your sponsored IDRs at company meetings and work together to help increase your new IDRs confidence.
- Help your sponsored IDRs train their new IDRs.
- Help your IDRs sponsor new IDRs for their organizations.
- Set up joint opportunity meetings to draw bigger crowds and create more excitement within your organizations.
- Share positive experiences of your efforts while building your income!

NOTE: At least twice yearly sponsors should be able to provide evidence of fulfilling sponsoring obligations. You **MUST** keep a log of fulfilling your obligations. The Company can review this log at any time. Failure to produce proof (in a timely manner) of fulfilling your sponsoring obligations may result in termination.

WHAT ARE THE TRAINING REQUIREMENTS THAT I WILL BE EXPECTED TO GIVE TO MY NEW IDRS?

When you sponsor a new IDR you should ensure that they are properly trained with regard to product knowledge, Company Policies and Procedures, sales strategies, ordering procedures and sound business practices.

Listen to their goals and ensure that you keep on file the most important reasons they desire to succeed. Have the appropriate telephone follow-up or face-to-face contacts required to start them on the right path to IHW success! You should spend as much time with the new IDR as required to ensure that they will be able to successfully open a conversation to introduce IHW to friends and strangers alike, and sponsor their own IDRs.

Our business is built on sales to customers.

To grow your Indaba Health and Wellness, LLC business, you should:

- Help the IDRs in your organization learn to become better salespeople. The key to selling with our program is sharing knowledge about our great IHW products! Make sure they can 'share' and sell well.
- Recommend sales books.
- Help them learn how to sponsor other IDRs. Take them through the basic scripts for selling products, doing a demonstration of the products and sponsoring.

- Understand the principle of IDR marketing. The basic concept of IDR marketing is to market your products and business opportunity to the people with whom you come into contact or with whom you "network" either in person or through the internet. Make sure that all new IDRs understand and can teach the concepts. Provide them with the List of Business Building Books on the subject and provide insight on how you are growing and managing your business. With this knowledge they will have a better opportunity to increase their income, which in turn will increase your income!
- Make sure that you have regular contact with your new IDRs and others in your group to keep them motivated and to help them in the initial growth stages of their new business. You should suggest upbeat reading materials, including articles about how to succeed in business and IDR marketing.
- Ask them about their short and long term goals. Help them to formulate their own Customer/Prospect List 100 (It's amazing how many people you know!) with a timetable for contacting all the people on it. Suggest that they subscribe all their friends to the IHW electronic ezines and other free ways to build their database.

HAVE THEM SET THEIR OWN GOALS -- NOT YOURS!

Make sure that the goals your new IDRs set are their personal goals and not your goals for them. Break down the goals into yearly, quarterly, monthly, weekly and finally -- a daily plan.

Winner's Philosophy

Sure and steady wins the race. Think about the story of the Tortoise and the Hare. Who was the winner at the end of the day? I always tell people, "If I had to choose between a persistent, consistent producer with average skills and a Super Sales Person who performs in spurts and starts -- I'll bank on the consistent person any day of the week!" Just do a little (or a lot) every day and sooner than you think -- you'll succeed!!! When you want to climb a mountain all you have to do is be persistent and climb one step at a time at your own pace. This philosophy will always get you to your destination, whatever summit you wish to scale!

11. Indemnity Agreement

WHAT IS THE Indaba Health and Wellness, LLC INDEMNITY AGREEMENT?

As an IDR you agree to indemnify and hold harmless Indaba Health and Wellness, LLC, its officers, directors, employees, or agents against any claim, demand, liability, loss, cost, or expense, including but not limited to attorney's fees, arising from or alleged to arise in connection with that IDR or any other IDR's Indaba Health and Wellness, LLC business.

12. Locations for Sale Advertising Materials

MAY I DISPLAY THE COMPANY'S PRODUCTS OR LITERATURE WHEREVER I LIKE?

Only authorized materials may be used to promote IHW. The following guidelines must be followed strictly:

- Bulletin boards at retail stores are not suitable for displaying company materials unless management of the establishment gives their approval. The same rule applies to any other bulletin boards not in or on retail stores.
- Approved materials and products may be displayed at trade fairs or business trade shows. IHW reserves the right to approve any use of its name or logo on banners, displays or signs. Prior approval must be sought and authorized in writing and an approval must be issued for every public display.

Note: This is only for displays of non-company issued materials BUT the company reserves the right to monitor and approve or disapprove of any displays or venues. The goal is to preserve the corporate professional image.

WHAT IS COMPANY POLICY REGARDING RETAIL STORES?

Displaying or selling Company advertising or products in retail stores (unless the IDR is explaining the products and their use) is strictly prohibited and will result in immediate termination. This policy does not prohibit a retail store owner from becoming an IDR. An active IDR must be available to demonstrate the product in any retail situation.

Exceptions to this rule are given only for the following, if there is a trained person on the premises to demonstrate the product range:

- By appointment only businesses (such as learning institutions, medical offices, weight loss centers, fitness clubs, professional offices).
- All products must be inside the place of business.
- All business-building materials must be inside the place of business.

CAN YOU GIVE ME SOME EXAMPLES OF PLACES I AM PROHIBITED FROM DISPLAYING PRODUCTS OR LITERATURE (without permission from the store owners)?

Examples of prohibited places include but are not limited to:

- Supermarkets or convenience stores
- Drug stores
- Department stores

- Swap meets or flea markets unless company approved (indoors or outdoors)
- Shopping malls
- Shopping mall booths or kiosks (either permanent or temporary) unless prior approval is obtained.

13. Privacy Statement

I DO NOT WANT TO HAVE MY NAME RELEASED TO OTHER ORGANIZATIONS. WILL THIS OCCUR THROUGH THE sponsored IDR's SYSTEM?

By signing the IHW IDR Agreement, each IDR agrees to abide by the Company's confidentiality regulations. The regulations are that an IDR's group or any other form of reporting to the IDR is strictly confidential and as such is never to be released to a third party directly or indirectly. To do so is grounds for termination. The reporting from the Company is proprietary information and is transferred to the IDRs in confidence. The reporting shall not be used for any purpose other than to promote the interests of Indaba Health and Wellness, LLC.

14. Product Claims

WHAT CLAIMS AM I ALLOWED TO MAKE REGARDING THE INDABA Health and Wellness, LLC PRODUCT RANGE AND COMPENSATION PLAN?

IDRs may only make claims that are contained in official Indaba Health and Wellness, LLC literature. No other claims are to be made. The use of false or misleading statements about the products or Compensation Plan is strictly prohibited. It is strictly prohibited to represent hypothetical figures for projected income that could be derived from IDR marketing. This action is directly against the policy of fair business practices that IHW promotes.

The Company's position is that the use of hypothetical income projections can be a de-motivating factor with new IDRs. Many will not believe the claims or they will be disappointed if they do not achieve the figures projected. To keep our professional code of ethics of the highest standard, we strictly prohibit this practice.

The Company firmly believes that the generous IDR Compensation Plan does not need embellishment because the income potential is detailed and explained appropriately as it is stated in Company approved literature.

IDRs should be especially careful never to make earning representations unless those figures are Company approved and are based on a verifiable track record of the average earnings of IDRs in a particular geographic area.

WHAT CLAIMS CAN I MAKE REGARDING GOVERNMENT APPROVAL OF THE COMPENSATION PLAN?

IDRs cannot state that any local, state or federal regulatory agencies have given any approval whatsoever. These government agencies neither approve nor disapprove of direct selling programs or compensation plans.

15. Restricted Selling Statement

AM I RESTRICTED TO SELLING ONLY INDABA Health and Wellness, LLC PRODUCTS?

As an IDR you are not specifically restricted from selling another company's product line. It must be noted however that Indaba Health and Wellness, LLC supports a highly ethical and professional image.

The Company Directors feel that in order to show your best image while sponsoring and selling IHW products you should be focused. Selling for multiple companies at the same time will not allow you to truly be focused. This will ultimately confuse the people you are trying to sponsor with regard to what you are trying to accomplish. They will wonder if you are sincere about the company or if you are still floating around trying to make a commitment to your goals and your IHW business.

CAN I REPACKAGE INDABA Health and Wellness, LLC PRODUCTS?

Federal and state rules and regulations strictly forbid this practice.

ARE THERE ANY EXCLUSIVE TERRITORIAL RIGHTS THAT ARE ASSOCIATED WITH MY IDR STATUS?

There are no exclusive territories for marketing either the business opportunity or selling Indaba Health and Wellness, LLC products. No IDR shall imply or state that he/she does have an exclusive territory. All IDRs have equal rights with regard to conducting their business and there are no geographic limitations for sponsoring new IDRs within the United States of America and its Territories. No IDR shall be allowed to conduct business outside the regions detailed in the Terms and Agreements. To do so may violate the laws that govern a foreign country.

CAN I SOLICIT WITHIN MY ORGANIZATION FOR OTHER REFERRAL MARKETING COMPANIES?

This practice is strictly prohibited beyond your personally sponsored IDRs and may result in termination. Our philosophy is that you lead by example. Your IDRs will look to you for guidance.

Do you want them bringing other business opportunities into your organization? They will do it if you do it!

DO I RECEIVE ANY COMPENSATION FOR SPONSORING NEW IDRS?

No compensation is rewarded for the act of sponsoring new IDRs. IDRs are compensated solely for Group Sales Volume according to the compensation structure of various levels within the IDRs sales organization. (See the Compensation Plan for details).

16. Shipping Details

WHAT METHOD OF SHIPPING DOES THE COMPANY USE?

Indaba Health and Wellness, LLC, when needed, ships by U.S. Mail, FedEx or UPS. Most of Indaba Health and Wellness, LLC's business is performed via the internet and involves no shipping.

WHAT IS THE COST FOR SHIPPING?

Shipping costs vary and are costs that we cannot control. Periodic rate variances will occur. IDRs will be notified of changes. The current rates will be available under separate cover and are posted on the Indaba web site.

WHAT DO I DO IF A COST ERROR HAS BEEN MADE ON MY INVOICE?

You must contact Indaba Health and Wellness, LLC within five business days and obtain an authorization number for your records for future correspondence of the matter.

WHAT DO I DO IF I RECEIVE DAMAGED GOODS?

The company will make every effort to ensure safe delivery of your products. We use a variety of different carriers. For example, USPS Mail has different rules than UPS. For all damaged parcels, please take a few photographs to document the damaged items, packaging, etc. These photos help to make the claims process much easier. **Contact your local USPS Post Master or visit www.ups.com (with your tracking #). Report the damage IMMEDIATELY!**

With private shipping companies, almost always the shipping company is responsible for any goods that arrive damaged. The shippers take full responsibility for any damage that occurs after they take physical custody of the goods shipped. If this situation arises, contact the shipper immediately and follow these steps:

1. Accept the goods for delivery.
2. Document the description of the goods and damage in detail on the delivery receipt and make a note of the number used for shipping.
3. Take the name of the person delivering the goods and their employee number with the time and date of the delivery and request that they acknowledge the damage with a signature.
4. Save the damaged boxes for examination by the shipping agent.
5. Make an appointment AS SOON AS POSSIBLE with the shipping company to have the damaged goods inspected.
6. File a complaint with the shipping company - NOT WITH IHW.
7. If the damage is not immediately noticeable and the delivery person has already left, follow as many of the above steps as possible.
8. Contact IHW to report the damage with the L.D.I. number.

HOW DO I TRACE A LOST ORDER?

General guidelines for lost shipments are as follows:

1. Wait two weeks for regular shipping of all telephone orders and after confirmation of receipt of all faxed or mailed orders before telephoning the Company. Wait five days for express delivery orders. Do not wait longer than 30 days for any order because the Company will no longer be able to trace it and the shipper will assume that it has been delivered. We will provide you with tracking numbers for the majority of shipments by email on the day of shipping.
2. After the waiting period, telephone IHW's Customer Service Department. The Company will notify the shipper and file a claim.
3. Products will either be replaced, a credit applied or a refund check will be mailed to you. This will only occur after the shipper has traced the goods and lodges their report with the Company.

WHAT DO I DO IF ONLY A PORTION OF MY ORDER ARRIVES?

Make a judgment call regarding the size of the missing products. If an item is missing that could have easily been placed in your shipped box, call immediately and report the discrepancy. However, if you think the item/s would not easily fit in the box you have received, wait for three days in case the boxes have been separated, then contact IHW's Customer Service Department and follow the procedures in #2 & #3 above. Most often the additional boxes will arrive the very next day. You must count the number of boxes delivered if you sign for them. As soon as you sign that you have received a package you are responsible for it.

AM I RESPONSIBLE FOR DELAYS AND FAILURE TO DELIVER PRODUCTS IF THE CAUSE IS BEYOND MY CONTROL?

IHW, or any of its IDRs cannot be held responsible for failures in performance and/or delays when such are caused by circumstances beyond their reasonable control, including but not limited to: riot, fire, strikes, labor disputes, death, weather related delays or incidents, curtailment of the usual source of supply, Governmental Orders or Decrees, or delivery stoppages.

17. Taxes

WHAT IS MY TAXATION POSITION WITH THE COMPANY?

As an IDR, you are not treated as an employee, franchisee, partner, agent or joint venture with reference to the Internal Revenue Code, Federal Unemployment Act, State Unemployment Acts, Social Security Act, Workman's Compensation or any other federal, state or local statute, rule, regulation, or ordinance.

HOW DOES THE COMPANY KEEP TRACK OF MY EARNINGS AS A TAXPAYER FOR REPORTING PURPOSES?

By law, Indaba Health and Wellness, LLC is required to obtain either a Social Security number or a Federal Tax ID number from each IDR. All taxes due are the responsibility of the person or entity registered as the responsible party for the individual social security number or Federal Tax ID number. The company's computer system has been designed to track all transactions with regard to each IDR by the individual's designated ID number.

CAN I SIGN UP AS A PARTNERSHIP OR CORPORATION?

A partnership or corporation may sign up to become an IDR but no individual involved with either the corporation or partnership can participate in more than one IDR status except with the written approval of an officer of IHW.

AT A LATER DATE MAY I CHANGE MY IDR STATUS TO A PARTNERSHIP OR A CORPORATION?

An IDR may change status with written approval from IHW after the appropriate paperwork has been completed. Please contact the Company for the procedure details required.

HOW DO I PAY SALES TAX?

Products of the company are subject to various sales and/or use taxes by various state agencies depending on where the IDR does business. The company collects sales tax and pays it to the

appropriate state sales tax agency unless the IDR supplies the Company with a resale tax-exempt certificate. If Indaba Health and Wellness, LLC does not have on file a resale tax-exempt certificate, the company will collect and pay the tax due on sales by the Company to each IDR. As soon as the tax-exempt certificate is on file with the Company, the IDR will no longer be charged these taxes on sales by the Company but will be fully liable for all applicable sales and/or use taxes to the applicable government agencies. Applicable sales tax per state will be charged to the IDR when the product is purchased from the Company. The IDR will recover the sales tax from their customers when they sell the products.

DO I RECEIVE A STATEMENT AT THE END OF THE YEAR TO ENABLE ME TO SUBMIT MY INCOME TAX RETURN?

If you have annual commission earnings of more than \$600, and/or have purchased more than \$5,000 of products from Indaba Health and Wellness, LLC, at the end of the year you will receive an IRS Form 1099 as required by federal statutes.

WILL Indaba REPORT ANY OTHER TAXES?

Indaba Health and Wellness, LLC will submit IRS Form 1099 as required by law to the Federal Government each year. All estimated income and self-employment taxes are the sole responsibility of each IDR. All IDRs shall comply with all local, state, and federal statutes and regulations relating to the operation of their business. Each IDR is solely responsible for any and all of their own management and/or business decisions, taxes, and expenses.

18. Termination

HOW DO I VOLUNTARILY TERMINATE MY ASSOCIATION WITH INDABA HEALTH AND WELLNESS, LLC?

Any IDR may terminate their association with the company by submitting a written request to do so. The request must be an original document, no faxes or photocopies will be accepted.

After the company receives such request, it may notify affected parties. The terminating IDR may not reapply for IDR to IHW for a period of six months from the date of termination, and must complete a new IHW IDR Agreement form with the appropriate fee. When re-application occurs, the IDR will begin with the Company as if they had joined for the first time. They will not be re-inserted into their former position in the sponsored IDR's structure.

WHAT ARE THE GROUNDS FOR INVOLUNTARY TERMINATION?

An IDR may be involuntarily terminated by the company if that IDR violates any of the following: Indaba Health and Wellness, LLC Code of Ethics, Policies and Procedures of the Company, IHW IDR Agreement terms, failure to fulfill sponsoring requirements as outlined in the Agreement in Principle or any other just cause. Any IDR who is terminated may not reapply to the company in any form for a period of twelve months. The Company retains all rights to accept or reject the application for re-admittance to the Company. If the IDR reapplies in any way (personally or as a partner or shareholder in an entity) the IDR must inform IHW that they are a returning IDR. The IDR must request a review process. Failure to do this is grounds for termination.

WHAT IS THE PROCESS FOR INVOLUNTARY TERMINATION?

This termination is effective when notification is mailed by certified mail to the IDR's current address of record on file with the company or when the IDR receives actual notice; whichever occurs first.

MAY I APPEAL THE DECISION OF MY TERMINATION?

A terminated IDR may appeal the company's decision by submitting a letter of appeal, which states the grounds for the appeal. This letter must be received by registered mail at the corporate offices within fifteen days of receipt of the termination notice. If the company has not received such letter, the termination shall automatically become final.

An impartial appeal panel at the IDR's cost will review the contents of the appeal and the IDR will be notified of the panel's decision. Prepayment for this service is required. The decision of the panel will be final and binding and will not be subject to further review. The IDR must appeal to the panel before taking legal action regarding the termination. If the appeal is denied, the termination shall be effective as of the date of the company's original termination notice.

WHAT IS THE EFFECT OF TERMINATION?

Termination results in the loss of active IDR Status. With this loss, the IDR loses any and all rights to compensation, sponsoring and benefits rewarded as an IDR of the Company.

The IDR's IDR group organization will move up to the next Active IDR and will not revert to the original IDR if that IDR reapplies to the company after the waiting period. Termination is effective on the date of written notification from the Company. Any terminated IDR shall not represent himself or herself as an IDR of IHW.

19. Transferring Distributor

CAN I TRANSFER OR SELL MY IDR STATUS TO ANY OTHER INDIVIDUAL OR ENTITY?

IDRs cannot transfer their IDR Status or rights except in these circumstances:

1. The IDR's immediate active upline shall have first right of refusal. The same terms must be given to the IDR who sponsored as are given to the person who will accept the transferred interest. This offer must be given to the immediate active IDR who sponsored and a copy must be sent by registered mail to the corporate headquarters. The offer must be accepted by the IDR who sponsored within ten business days. If the IDR who sponsored the entity does not respond within this time, the IDR may complete the authorized sale with prior written approval from the company.

The IDR who sponsored the IDR who matches the terms and conditions specified shall be entitled to purchase the IDR entity.

2. Written approval of any form of transfer must be obtained from an authorized officer of IHW before transfer can legally occur. The company reserves the right to review any documents of sale or transfer and verify the IDR who sponsored's first right of refusal. Costs for this will be billed out to the IDR at usual and customary rates for the services required. Prepayment for this service is required.

WHAT HAPPENS TO MY ORGANIZATION WHEN I DIE? CAN I LEAVE IT TO MY HEIRS?

When an IDR dies, the IDR Status will pass to his or her successors according to the interest provided by the law. The Company will only recognize this interest when presented with a notarized death certificate together with sufficient proof to transfer the IDR Status to the heirs. This proof must include proper authority to allow such transfer signed by the personal representative, executor or trustee. The successor shall thereafter be subject to all the obligations of any other IDR.

20. Wholesale Rules

WHAT ARE THE REQUIREMENTS FOR INDABA HEALTH AND WELLNESS, LLC IDRs?

There are no inventory requirements. The company realizes that IDRs may want to purchase inventory in reasonable amounts to supply their clientele, but IHW actively discourages the purchase of more products than can be sold within a short period of time.

The compensation plan was purposely designed to discourage any form of "buy-in" for the purpose of achieving any commission levels or bonuses. The company stresses sales as a means of achieving high visibility in and enhancing your income.

WHAT IS THE 70 % RULE?

In order to qualify for commission and bonus checks, each IDR must certify that they have sold or consumed at least 70% of all previously purchased products.

AT WHAT PRICE SHOULD I WHOLESALE INDABA HEALTH AND WELLNESS, LLC PRODUCTS?

The company philosophy states that we want to "give customers excellent quality at affordable prices." With this in mind, Indaba Health and Wellness, LLC has suggested prices as a guideline for selling all of its products. All IDRs are required to provide customers with a written receipt for all goods purchased.

WHAT IS THE INDABA HEALTH AND WELLNESS, LLC SATISFACTION GUARANTEE POLICY?

INDABA HEALTH AND WELLNESS, LLC will guarantee a 90% refund less shipping and handling costs from any IDR to a customer for any unopened, undamaged products if these products were purchased within 30 days with proof of purchase.

The product range is fully guaranteed for a refund less shipping costs from the IDR if opened and returned to the IDR within 3 days of purchase. This is according to legal requirements. If opened products are returned, a brief letter from the client explaining the reasons for the return must accompany the returned products. Every IDR is responsible for honoring this guarantee. Failure to do so is grounds for immediate termination.

WILL IDRs BE REIMBURSED FOR HONORING THIS GUARANTEE?

IDRs will retain for resale any unopened, undamaged goods from the customer. If the IDR wishes to be reimbursed for products that were used by the customer, the following procedure must be followed:

1. E-mail or write to the Company's Service Department.
2. Explain the situation and include the customer's correspondence. Request a return number. Do not send the products at this time. You must not return products without a return number. ANY PRODUCT RETURNED WITHOUT A RETURN NUMBER WILL BE REFUSED.

3. After you have received the return number, send the products, the customer's explanation letter and original sales receipt to the Company. The return number must be clearly marked on the outside of the box. You must also enclose your return number and a brief explanation of how you would like to be reimbursed for the amount of the purchase less shipping charges. Credit card purchases must be refunded to the same credit card. You may choose to have a replacement product shipped with your next order or the amount will be credited to your commission account.
4. The return number must be issued within 14 days of the customer's return of the products.
5. The Company must receive the products in question within 14 days of issuing the return number to the IDR.
6. Ship the product UPS, certified US Mail or by any other carrier that can trace and verify the receipt of the returned products to our offices. Ship the package to the company with Attention -- Returns Department on the outside of the package. The return number **MUST BE ON THE OUTSIDE OF THE RETURNED PACKAGE** or IHW will not accept the return.

Failure to honor a legitimate refund request by a customer may result in IDR status termination as well as a 20 percent processing fee plus charging the IDR account with the full refund price of the products returned. These fees and charges will be debited from the IDR's IHW account or from the credit card on file with the company.

DO CUSTOMERS HAVE THE RIGHT TO CANCEL THE SALE?

By law, a buyer has the right to cancel certain sales without penalty prior to midnight of the third business day after the transaction. This rule covers consumer sales of \$25.00 or more that occur away from the seller's main office. A sales receipt must be given to the buyer for every transaction. Please use the IHW order form. This can be printed off of or downloaded from the IHW web site.

In addition, the IDR must verbally inform the buyer of the three-day right to cancel at the time the buyer signs the contract of sale or purchases merchandise. The goods must be returned to the IDR in substantially good condition. If this occurs within 10 business days of receiving the three-day notice a full unconditional refund must be given. Failure to comply with the refund guidelines may result in forfeiture of any monies or product due for the refund.

If IHW is forced to intercede on behalf of the customer due to the IDR's failure to comply with refund guidelines and the company refunds the money due to the customer, the IDR may be terminated. The monies due to the company will be deducted from the IDR's commission account or from the credit card on file at any time the company chooses.

WILL THE COMPANY REFUND MY MONEY FOR PRODUCTS I PURCHASED THAT HAVE NOT BEEN SOLD?

The following are the regulations regarding IDR returns:

1. If products are returned for quality control reasons, the IDR may return the products within 30 days for a full refund (less shipping and handling costs).
2. All products and promotional items will be replaced or fully refunded (less shipping and handling charges) within 60 days (sales materials excluded).
3. Indaba Health and Wellness, LLC will not refund any monies for product previously certified or stated as sold under the 70 % rule (except as a customer order).
4. Return procedure must be adhered to as above and a return number must be authorized for all returns.
5. All requests must be accompanied by written correspondence from the IDR who requests the refund.
6. Any Personal Volume credits will be debited from the IDR's Personal Volume account.
7. All purchase refunds shall be less shipping and handling charges. All refunds shall be for the purchase price from Indaba less any commissions and/or rebates paid.

IF AN IDR TERMINATES THEIR CONTRACT WITH THE COMPANY CAN EXCESS STOCK BE RETURNED?

The rules vary from state to state; the general guideline is that inventory that was purchased within 45 days of termination may be returned. The products certified as sold under the 70% rule will not be refunded. This policy may vary in certain states as to the time requirements for termination refunds. Telephone the Returns Representative at IHW for the details pertaining to your state of residence. All inventory must be unopened and in resalable condition. The general guideline is that Indaba will refund 90 percent of the net cost less shipping and handling costs to the IDR, less any bonuses, commission or rebates paid on that wholesale volume. Again this procedure varies from state to state. Any bonuses, commissions, or rebates paid to the IDR's person who sponsored on returned products will be debited from the appropriate accounts.