

Millennium USA, LLC

Policies and Procedures

SECTION 1 - CODE OF ETHICS

Millennium USA has made a commitment to provide the finest direct sales experience backed by impeccable service to its Independent distributors. In turn, the company expects Millennium USA Independent distributors to reflect that image in their relationships with Customers and fellow Independent distributors.

As a Millennium USA Independent distributor you are expected to operate your business according to the highest standards of integrity and fair practice in your role as a Millennium USA Independent distributor. Failure to comply with the Code of Ethics can result in your termination as a Millennium USA Independent distributor. The Code of Ethics, therefore, states:

As an Independent distributor:

- ◆ I will conduct my business in an honest, ethical manner at all times. ◆ I will make no representations about the benefits of being a Independent distributor with Millennium USA other than those contained in officially-approved corporate literature and videos. ◆ I will provide support and encouragement to my customers to ensure that their experience with Millennium USA is a successful one. ◆ I will motivate and actively work with Independent distributors of my downline organization to help them build their Millennium USA business. I understand that that this support is critical to each Independent distributor's success with Millennium USA. ◆ I will refrain from exaggerating my personal income or the income potential in general and will stress to Independent distributor candidates the level of effort and commitment required to succeed in the business. ◆ I will not abuse the goodwill of my association with Millennium USA to further or promote other business interests (particularly those which may be competitive to Millennium USA) without the prior written consent of Millennium USA. ◆ I will not make disparaging remarks about other products, services, Independent distributors, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow Millennium USA Independent distributors. ◆ I will abide by all of the Policies and Procedures of Millennium USA as included herein, or as may be amended from time to time.
- ◆ I will not make any payment(s) or promise to pay any prospective or existing Independent distributor in return for such Independent distributor's enrollment, continued enrollment, or team building or recruiting activities with Millennium USA.

SECTION 2 - INTRODUCTION

2.1 - Policies and Compensation Plan Incorporated into Independent distributor Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Millennium USA, are incorporated into, and form an integral part of, the Millennium USA Independent distributor Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Millennium USA Independent distributor Application and Agreement Form, these Policies and Procedures and the Millennium USA Compensation Plan. These documents are incorporated by reference into the Millennium USA Independent distributor Agreement (all in their current form and as amended by Millennium USA).

2.2 - Purpose of Policies Millennium USA is a direct sales company that markets Educational Crypto-Currency Software “bot” products and services through Independent distributors. It is important to understand that your success and the success of your fellow Independent distributors depends on the integrity of those who market our services. To clearly define the relationship that exists between Independent distributors and Millennium USA, and to explicitly set a standard for acceptable business conduct, Millennium USA has established the Agreement. Millennium USA Independent distributors are required to comply with all of the provisions set forth in the Agreement, which Millennium USA may amend at its sole discretion from time to time, as well as with all federal, state and local laws governing their Millennium USA business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this document carefully. It explains and governs the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the Millennium USA corporate office.

2.3 - Changes to the Agreement: Because laws and the business environment periodically change, Millennium USA reserves the right to amend the Agreement, compensation plan and its prices at its sole and absolute discretion. By signing the Independent distributor Agreement, an Independent distributor agrees to abide by all amendments or modifications that Millennium USA elects to make. Amendments shall be effective 30 days after publication of notice of amendments in official Millennium USA materials. The Company shall provide or make available to all Independent distributors a complete copy of the amended provisions by one or more of the following methods: (a) posting on the Company’s official website; (b) electronic mail (email); (c) inclusion in Company periodicals; (d) inclusion with commissions or bonus checks; or (e) special mailings.

The continuation of an Independent distributor’s Millennium USA business or an Independent distributor’s acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

2.4 - Delays Millennium USA shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party’s source of supply, government decrees or orders, and acts of God.

2.5 - Policies and Provisions Severable If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement.

2.6 - Waiver The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Millennium USA to exercise any right or power under the Agreement or to insist upon strict compliance by an Independent distributor with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Millennium USA's right to demand exact compliance with the Agreement. Waiver by Millennium USA can be affected only in writing by an authorized officer of the Company. Millennium USA's waiver of any particular breach by an Independent distributor shall not affect or impair Millennium USA's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Independent distributor. Nor shall any delay or omission by Millennium USA to exercise any right arising from a breach affect or impair Millennium USA's rights as to that or any subsequent breach. The existence of any claim or cause of action of an Independent distributor against Millennium USA shall not constitute a defense to Millennium USA's enforcement of any term or provision of the Agreement.

SECTION 3 - BECOMING AN INDEPENDENT DISTRIBUTOR

3.1 - Requirements to Become an Independent distributor To become a Millennium USA Independent distributor, each applicant must: 3.1.1 - Be at least 18 years of age; 3.1.2 - Reside in the 50 United States or US Territories officially opened by the Company; 3.1.3 - Have a valid Social Security or Tax ID number; 3.1.4 - Submit an accepted Millennium USA Independent distributor Application and Agreement.

The Company reserves the right to reject any applications for a new Independent distributor or applications for renewal.

3.2 - Independent distributor Benefits Once a Independent distributor Application and Agreement has been accepted by Millennium USA, the following benefits are available to the new Independent distributor.

3.2.1 – Independent distributors that enroll in Millennium USA are allowed to: -Sell Millennium USA software products to retail customers and receive profit from these sales - Receive periodic Millennium USA literature and other Millennium USA communications -Build a network of Independent distributors and participate in the Millennium USA Compensation Plan

SECTION 4 - OPERATING A MILLENNIUM USA BUSINESS

4.1 - Adherence to the Millennium USA Compensation Plan Independent distributors must adhere to the terms of the Millennium USA Compensation Plan as set forth in official Millennium USA literature. Independent distributors shall not offer the Millennium USA opportunity through, or in combination

with, any other system, program or method of marketing other than that specifically set forth in official Millennium USA literature. Independent distributors shall not require or encourage other current or prospective customers or Independent distributors to participate in Millennium USA in any manner that varies from the program as set forth in official Millennium USA literature. Independent distributors shall not require or encourage other current or prospective customers or Independent distributors to execute any agreement or contract other than official Millennium USA agreements and contracts in order to become a Millennium USA Independent distributor. Similarly, Independent distributors shall not require or encourage other current or prospective customers or Independent distributors to make any purchase from, or payment to, any individual or other entity to participate in the Millennium USA Compensation Plan other than those purchases or payments identified as recommended or required in official Millennium USA literature.

4.2 - Bonus Buying Prohibited Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes: (a) the enrollment of individuals without their knowledge and agreement and/or without execution of an Independent distributor Application; (b) the fraudulent enrollment of an individual as an Independent distributor or merchant; (c) the enrollment or attempted enrollment of non-existent individuals as Independent distributors or merchants; (d) the use of a credit card by or on behalf of an Independent distributor or merchant when the Independent distributor or customer is not the account holder of such credit card;

(e) Purchasing Millennium USA products on behalf of another Independent distributor, or under another Independent distributor's ID number, to qualify for commissions or bonuses.

4.3 - Business Entities A Partnership, LLC or Corporation may hold a Independent distributor business upon completion of the Independent distributor Application form, and providing on that form in the appropriate space, a Federal tax ID number. An individual may participate in multiple business centers, however, all must be under the same business name. The person signing the application on behalf of a business entity must have the authority of said entity for entering into the transaction. In addition, by signing for as a business entity, you certify that no person with an interest of debt or equity in the business has had an interest in a Independent distributor business in Millennium USA within six (6) months of the date of signature.

4.4 - Changes to a Millennium USA Business 4.4.1 - General Each Independent distributor must immediately notify Millennium USA of all changes to the information contained in his or her Independent distributor Application and Agreement. Independent distributors may modify their existing Independent distributor Agreement Form by submitting a written request and appropriate supporting documentation.

4.4.2 - Change of Sponsor To protect the integrity of all marketing organizations and safeguard the hard work of all Independent distributors, Millennium USA does not allow changes in sponsorship for active Independent distributors. Maintaining the integrity of sponsorship is critical for the success of every

Independent distributor and marketing organization. Accordingly, the transfer of a Millennium USA business from one sponsor to another is not permitted.

Exception - A request for a change in sponsor, due to Millennium USA error, will be accepted within 45 days of completion of the application.

4.4.3 - Cancellation and Re-application: An Independent distributor may legitimately change organizations by: a) Voluntarily cancelling his or her Millennium USA Agreement and remaining inactive (i.e., no purchases of Millennium USA products for resale; no sales of Millennium USA products; no sponsoring; and no attendance at any Millennium USA functions, participation in any other form of Independent distributor activity, or operation of any other Millennium USA business) for 6 full calendar months.

Following the 6 calendar month period of inactivity, the former Independent distributor may reapply under a new sponsor. However the former Independent distributor will permanently lose any and all right to their former Independent distributor downline organization.

4.5 - Unauthorized Claims and Actions

4.5.1 - Indemnification An Independent distributor is fully responsible for all of his or her verbal and written statements made regarding Millennium USA products, services, and the Compensation Plan that are not expressly contained in official Millennium USA materials. Independent distributors agree to indemnify Millennium USA and Millennium USA's directors, officers, employees and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Millennium USA as a result of the Independent distributor's unauthorized representations or actions. This provision shall survive the termination of the Independent distributor Agreement.

4.5.2 - Income Claims In their enthusiasm to enroll prospective Independent distributors, some Independent distributors are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Independent distributors may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. Moreover, the Federal Trade Commission and all states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Independent distributors may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Millennium USA as well as the Independent distributor making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Independent distributors do not have the data necessary to comply with the legal requirements for making income claims, a Independent distributor may NOT make income projections, income claims or disclose his or her Millennium USA income (including the showing of checks, copies of checks, bank statements or tax records).

4.6 - Conduct at Millennium USA Events 4.6.1 - No Selling or Recruiting at Millennium USA Events Selling and recruiting at Millennium USA events is not permitted. These activities take away from the primary focus of the event, and can negatively reflect on the professional image of Millennium USA as a company. You may, however, offer a business card and/or catalog.

4.6.2 - No Selling or Recruiting for other Companies at Millennium USA Events Millennium USA Independent distributors shall not sell any products or recruit for any business during Millennium USA events. This restriction most specifically applies to sales and recruitment efforts for any other direct sales or marketing program, regardless of the product category, including those that do not compete with Millennium USA's product line.

4.7 - Conflicts of Interest 4.7.1 - Non-compete Policy Millennium USA Independent distributors are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"), with the exception of those products in the same generic category as a Millennium USA product that is deemed to be competing. Independent distributors may not display Millennium USA products with any other products or services in a fashion that might in any way confuse or mislead a prospective customer, merchant or Independent distributor into believing there is a relationship between the Millennium USA and non-Millennium USA products or services.

4.7.2 – Non-solicitation During the term of this Agreement, Independent distributors may not recruit other Millennium USA Independent distributors or Merchants or customers for any other network marketing business. Following the cancellation of this Agreement, and for a period of one year thereafter, a former Independent distributor may not recruit any Millennium USA Independent distributor or customer for another network marketing business, with the exception of a Independent distributor who is personally sponsored by the former Independent distributor. The Independent distributors and Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, the Independent distributors and Company agree that this no solicitation provision shall apply to all markets in which Millennium USA conducts business. The term "recruit" means actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly or through a third party, another Millennium USA Independent distributor or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Independent distributor's actions are in response to an inquiry made by another Independent distributor or customer.

4.7.3- Downline Activity (Genealogy) Reports Downline Activity Reports made available for Independent distributor access and viewing at Millennium USA's official website, are considered confidential. Independent distributor access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Millennium USA. Downline Activity Reports are

provided to Independent distributors in the strictest of confidence and are made available to Independent distributors for the sole purpose of assisting Independent distributors in working with their respective Downline Organizations in the development of their Millennium USA business. Independent distributors should use their Downline Activity Reports to assist, motivate and train their Downline Independent distributors. The Independent distributor and Millennium USA agree that, but for this agreement of confidentiality and nondisclosure, Millennium USA would not provide Downline Activity Reports to the Independent distributor. An Independent distributor shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
- Use the information to compete with Millennium USA or for any purpose other than promoting his or her Millennium USA business;
- Recruit or solicit any Independent distributor or Customer of Millennium USA listed on any report or in any manner attempt to influence or induce any Independent distributor or customer of Millennium USA to alter their business relationship with Millennium USA;
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report.

Upon demand by the Company, any current or former Independent distributor will return the original and all copies of Downline Activity Reports to the Company.

4.8 - Cross-Sponsoring Actual or attempted cross-sponsoring is strictly prohibited. "Cross-sponsoring" is defined as the enrollment of an individual or entity that already has a current Customer, Merchant or Independent distributor Agreement on file with Millennium USA, or who has had such an agreement within the preceding 6 calendar months, within a different line of sponsorship. The use of a spouse or relative's name, trade names, assumed names or fictitious ID numbers to circumvent this policy is prohibited. Independent distributors shall not demean, discredit or defame other Millennium USA Independent distributors in an attempt to entice another Independent distributor to become part of the first Independent distributor's marketing organization. If a prohibited organization transfer occurs, Millennium USA shall take disciplinary action against the Independent distributor(s) who engaged, acquiesced and/or knowingly participated in the improper cross-sponsoring. However, it shall be entirely within Millennium USA's discretion where in the genealogical structure, the cross-sponsored organization in question shall be placed or otherwise distributed. Because equities often exist in favor of both up line organizations, INDEPENDENT DISTRIBUTORS WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY FOR ITS DECISION REGARDING THE FINAL DISPOSITION OR PLACEMENT OF THE CROSSSPONSORED ORGANIZATION.

4.9 - Errors or Questions If a Independent distributor has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Independent distributor must notify the Independent distributor Care Department at Millennium USA's headquarters in Atlanta, Georgia, in writing, within 15 days of the date of the purported error or incident in question.

Millennium USA will not be responsible for any errors, omissions or problems not reported to the Company within 15 days.

4.10 – Sales Aids Optional

Independent distributors are not required to carry sales aids. Independent distributors who do so must make his or her own decision with regard to these matters. To ensure that Independent distributors are not encumbered with Company Sales Aids, such Sales Aids may be returned to Millennium USA upon the Independent distributor's cancellation pursuant to the terms of Section 8.1.

4.11 - Governmental Approval or Endorsement: Neither federal nor state regulatory agencies or officials approve or endorse any direct selling program. Therefore, Independent distributors shall not represent or imply that Millennium USA or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.12 - Holding Applications or Enrollments Independent distributors must not manipulate enrollments of new applicants or Merchant enrollments. All Independent distributor Applications and Agreements and Service orders must be sent within 72 hours from the time they are signed by a Independent distributor or placed by a merchant.

4.13 - Identification All Independent distributors are required to provide their Social Security Number or Federal Tax Identification Number to Millennium USA on the Independent distributor Application and Agreement. Upon enrollment, the Company will provide a unique Independent distributor Identification Number to the Independent distributor by which he or she will be identified. This number will be used to place orders and track commissions and bonuses.

4.14 - Income Taxes Each Independent distributor is responsible for paying local, state and federal taxes on any income generated as an Independent distributor. If a Millennium USA business is tax exempt, the Federal Tax Identification Number must be provided to Millennium USA. Every year, Millennium USA will provide IRS Form 1099 (non-employee compensation) earnings statement to each U.S. resident who (a) had earnings of over \$600 in the previous calendar year or (b) made purchases during the previous calendar year in excess of \$5,000 wholesale. Millennium USA cannot accept a tax-exempt certificate from an Independent distributor who resides in a state where tax exempt status is not granted for Direct Sales businesses. Independent distributors are encouraged to check with their state government before sending a form to Millennium USA.

4.15 - Independent Contractor Status Independent distributors are independent contractors and are not purchasers of a franchise or a business opportunity. The agreement between Millennium USA and its Independent distributors does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the Independent distributor. Independent distributors shall not be treated as an employee for his or her services or for federal or state tax purposes. All

Independent distributors are responsible for paying local, state and federal taxes due from all compensation earned as an Independent distributor of the Company. The Independent distributor has

no authority (expressed or implied) to bind the Company to any obligation. Each Independent distributor shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Independent distributor Agreement Form, and these Policies and Procedures, and applicable laws.

The name of Millennium USA and other names as may be adopted by Millennium USA are proprietary trade names, trademarks and service marks of Millennium USA. As such, these marks are of great value to Millennium USA and are supplied to Independent distributors for their use only in an expressly authorized manner. Use of the Millennium USA name on any item not produced by the Company is prohibited except as follows:

Independent distributor's Name Independent Millennium USA Independent distributor

All Independent distributors may list themselves as an "Independent Millennium USA Independent distributor" in the residential telephone directory ("white pages") under their own name. Independent distributors may not place telephone directory display ads in the classified directory ("Yellow Pages") using Millennium USA's name or logo.

Independent distributors may not answer the telephone by saying "Millennium USA," "Millennium USA Processing," or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Millennium USA.

Advertising is not limited to print media; it also includes internet advertising and other forms of advertising. It is prohibited for an Independent distributor to use an internet or email address that utilizes the trade name Millennium USA, or includes Millennium USA in a portion of the address. It is also prohibited for an Independent distributor to use any website materials on a website that references or relates to Millennium USA that is not authorized in writing by Millennium USA. It is also prohibited for an Independent distributor to place links to unauthorized websites or webpages onto a website or webpage that has been authorized by Millennium USA.

4.16 - Insurance 4.16.1 - Business Pursuits Coverage You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy may not cover business related injuries or the theft of or damage to your business. Contact your insurance agent to make sure that your business property is protected.

4.17 - International Marketing Because of critical legal and tax considerations, Millennium USA must limit the marketing and enrollment of Millennium USA services and the presentation of the Millennium USA business to prospective customers, Merchants and Independent distributors located within the 50 United States of America and any other jurisdiction officially opened by Millennium USA. Independent distributors are only authorized to do business in the countries in which Millennium USA has announced are open for business in official Company literature.

4.18 - Laws and Ordinances Independent distributors shall comply with all federal, state and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain

homebased businesses. In most cases these ordinances are not applicable to Independent distributors because of the nature of their business. However, Independent distributors must obey those laws that do apply to them. If a city or county official tells an Independent distributor that an ordinance applies to him or her, the Independent distributor shall comply with the law.

4.19 - Minors Independent distributors shall not enroll or recruit individuals under the age of 18 into the Millennium USA program. The one exception to this is if the minor has been adjudicated as an emancipated minor by a court of competent jurisdiction.

4.20 - Actions of Household Members or Independent distributor Individuals. If any member of an Independent distributor's household, family, or other Independent distributor individual engages in any activity that, if performed by the Independent distributor, would violate any provision of the Agreement, such activity will be deemed a violation by the Independent distributor and Millennium USA may take disciplinary action pursuant to the Statement of Policies against the Independent distributor.

An exception to the one-business-per-Independent distributor rule will be considered on a case-by-case basis if two Independent distributors marry. Requests for exceptions to this policy must be submitted in writing to the Compliance Department.

4.21- Limitations on Bot purchases No Independent distributor may purchase more than one bot per person. This includes retail customers. Company sees no legitimate purpose for the purchase of more than one bot product. Any Distributor found to be attempting to solicit sales in excess of one bot per person shall be subject to disciplinary action. 4.22 – Bot trading activity No Independent distributor may take money from any individual for purposes of investment in bot trading activity. All activity must be done by the owner of the bot, and for their benefit. No Independent distributor may act as a broker or trader of money of another person.

4.23 - Requests for Records: Any request from an Independent distributor for copies of invoices, agreements, Downline activity reports or other records/reports will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

4.24 - Sale, Transfer or Assignment of Millennium USA Business 4.24.1 – Although an Millennium USA business is a privately owned, independently operated business, the sale, transfer or assignment of an Millennium USA business, and the sale, transfer or assignment of an interest in a Business Entity that owns or operates a Millennium USA Independent distributor business, is subject to certain limitations. If an Independent distributor wishes to sell his or her Millennium USA business, or interest in a Business Entity that owns or operates a Millennium USA business, the following criteria must be met:

- The selling Independent distributor must offer Millennium USA the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Millennium USA shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified Independent distributor. Before the sale, transfer or

assignment can be finalized and approved by Millennium USA, any debt obligations the selling party has with Millennium USA must be satisfied. • The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Millennium USA Independent distributor business.

Prior to selling a Business Entity interest, the selling party must notify Millennium USA's Compliance Department in writing and advise of his or her intent to sell Millennium USA's business or Business Entity interest. The selling party must also receive written approval from the Compliance Department before proceeding with the sale.

4.25 - Separation of a Millennium USA Independent distributor Business In the event of a dissolution of marriage of a Millennium USA Independent distributor, and a spouse, arrangements must be made to assure that any division of the business assets is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Independent distributors and the Company, Millennium USA may be forced to involuntarily terminate the Independent distributor Agreement. Millennium USA will make no arrangements without court approval or direction.

4.25.1 - During the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution. Under no circumstances will the Downline Organization of divorcing spouses be divided. Similarly, under no circumstances will Millennium USA split commission and bonus checks between divorcing spouses. Millennium USA will recognize only one Downline Organization and will issue only one commission check per Millennium USA business per commission cycle. Commission checks shall always be issued to the individual whose name appears on the Independent distributor Agreement. Millennium USA will in no case be liable or responsible for any error in payment to either party to the divorce.

4.26 – Sponsoring: All active Independent distributors in good standing have the right to sponsor and enroll others into Millennium USA. Each prospective Independent distributor has the ultimate right to choose his or her own sponsor. If two Independent distributors claim to be the sponsor of the same new Independent distributor, the Company shall regard the first application received by the Company as controlling.

4.27 - RESERVED

4.28 - Telemarketing The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. While you may not consider yourself a "telemarketer" in the traditional sense of the word, these regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000.00 per violation). Therefore, Independent distributors must not engage in telemarketing

relative to the operation of their Millennium USA businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Millennium USA product or service, or to recruit them for the Millennium USA opportunity. “Cold calls” made to prospective customers or Independent distributors that promote either Millennium USA’s products or services or the Millennium USA opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Independent distributor (a “prospect”) is permissible under the following situations:

- If the Independent distributor has an established business relationship with the prospect. An “established business relationship” is a relationship between a Independent distributor and a prospect based on the prospect’s purchase, rental or lease of goods or services from the Independent distributor, or a financial transaction between the prospect and the Independent distributor, within the 18 months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- The prospect’s personal inquiry or application regarding a product or service offered by the Independent distributor within the 3 months immediately preceding the date of such a call.
- If the Independent distributor receives written and signed permission from the prospect authorizing the Independent distributor to call. The authorization must specify the telephone number(s) that the Independent distributor is authorized to call.
- You may call family members, personal friends and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship (i.e., you have recently personally met him or her). Bear in mind, however, that if you make a habit of “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice. In addition, Independent distributors shall not use automatic telephone dialing systems relative to the operation of their Millennium USA businesses. The term “automatic telephone dialing system” means equipment which has the capacity to (a) store or produce telephone numbers to be called using a random or sequential number generator and (b) to dial such numbers.

SECTION 5 - RESPONSIBILITIES OF INDEPENDENT DISTRIBUTORS 5.1 - Change of Address or Telephone.

To ensure timely delivery of products, support materials and commission checks, it is critically important that Millennium USA’s files are current. Independent distributors planning to move should email Millennium USA corporate office, at support@millenniumusa.net, their new address and telephone numbers. In the alternative, Independent distributor may email Millennium USA at customer service email provided on website. To guarantee proper delivery, two-week advance notice to Millennium USA is recommended on all changes.

5.2 - Continuing Development Obligations 5.2.1 - Ongoing Training

Any Independent distributor who sponsors another Independent distributor into Millennium USA must perform a bona fide assistance and training function to ensure that his or her Downline is properly operating his or her Millennium USA business. Independent distributors must have ongoing contact and communication with the Independent distributors in their Downline Organizations. Examples of such contact and communication

may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of Downline Independent distributors to Millennium USA meetings, training sessions, and other functions. Up line Independent distributors are also responsible to motivate and train new Independent distributors in Millennium USA product knowledge, effective sales techniques, the Millennium USA Compensation Plan and compliance with Company Policies and Procedures. Communication with and the training of Downline Independent distributors must not, however, violate Section 4.2 (regarding the development of Independent distributor-produced sales aids and promotional materials). Independent distributors cannot charge for training.

Upon request, every Independent distributor should be able to provide documented evidence to Millennium USA of his or her ongoing fulfillment of the responsibilities of a sponsor.

5.2.2 - Increased Training Responsibilities: As Independent distributors progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the Millennium USA program. They will be called upon to share this knowledge with lesser experienced Independent distributors within their organization.

5.2.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, Independent distributors have an ongoing obligation to continue to personally promote sales through the generation of new customers or merchants and through servicing their existing customers or merchants.

5.3 – Non-disparagement Millennium USA wants to provide its Independent distributors with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Millennium USA corporate offices. While Millennium USA welcomes constructive input, negative comments and remarks made in the field by Independent distributors about the Company, its products or Compensation Plan serve no purpose other than to sour the enthusiasm of other Millennium USA Independent distributors. For this reason, and to set the proper example for their Downline, Independent distributors must not disparage, demean or make negative remarks about Millennium USA, other Millennium USA Independent distributors, Millennium USA's services, the Compensation Plan or Millennium USA's directors, officers or employees.

5.4 - Providing Documentation to Applicants Independent distributors must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Independent distributors before the applicant signs an Independent distributor Agreement. Additional copies of Policies and Procedures can be found on the Millennium USA website at millenniumusa.net, or in your business center under the forms section.

5.5 - Reporting Policy Violations Independent distributors observing a policy violation by another Independent distributor should submit a written report of the violation directly to the attention of the

Millennium USA Compliance Department. Details of the incident(s), such as dates, number of occurrences, persons involved and any supporting documentation, should be included in the report.

SECTION 6 - SALES REQUIREMENTS
6.1 - Product Sales: The Millennium USA Compensation Plan is based upon the sale of Millennium USA products and services to end user consumers. Independent distributors must fulfill personal and Downline organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

6.2 – Retail Sales Millennium USA wants to ensure that prices for its products and services are not destabilized when sold through a retailing environment. Therefore, Products sold in a retail environment will be subject to a minimum advertised retail price. The minimum advertised price of Millennium USA's products sold in a retail environment (such as a grocery store, eBay, convenience store, market, etc.) is listed on the Millennium USA website. Any Independent distributor who knowingly fails to honor the minimum price set by Millennium USA for its products and services will be subject to termination.

Sales of Millennium USA products through on-line auction sites, such as Ebay are prohibited, unless such sale is done using a fixed price which is not below the minimum advertised retail price.

6.3 - Territory Restrictions There are no exclusive territories granted to anyone. No franchise fees are required.

SECTION 7 - BONUSES AND COMMISSIONS
7.1 - Bonus and Commission Qualifications: An Independent distributor must be active and in compliance with the Agreement and these policies to qualify for bonuses and commissions. So long as an Independent distributor complies with the terms of the Agreement and these policies, Millennium USA shall pay commissions to such Independent distributor in accordance with the Compensation Plan. The minimum amount for which Millennium USA will issue a commission payment is \$25.00.

7.2 - Commission Payments and Promotions
7.2.1 - Payments, Calculations, and Bonuses Commissions will be mailed out in accordance with the Compensation Plan. Commissions will be calculated according to the level for which an Independent distributor actually satisfied all of the requirements according to the Compensation Plan rather than the highest rank or title achieved. Commission reports will be provided to Independent distributors on-line, via web access.

7.2.2 – Promotions: Promotions are determined based on business organization and sales activity for each applicable period.
7.3 - Adjustment to Bonuses and Commissions
7.3.1 - Adjustments for Returned Products Independent distributors receive bonuses and commissions based on the actual enrollment for services to merchants. When a service is cancelled and refund is authorized by the Company, the bonuses and commissions attributable to the refunded service(s) will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered from the Independent distributors who received bonuses and commissions on the sales of the refunded service(s).

7.4 - Unclaimed Commissions and Credits 7.4.1 - Independent distributors must deposit or cash commission and bonus checks within six months from their date of issuance. A check that remains uncashed after six months will be void. There shall be a \$50.00 charge for reissuing a check. These charges shall be deducted from the balance owed to the Independent distributor.

7.5 - Reports All information provided by Millennium USA in online or telephonic Downline Activity Reports, including but not limited to personal and group sales volume (or any part thereof), and Downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors, including the inherent possibility of human and mechanical error; the accuracy, completeness and timeliness of orders; denial of credit card and electronic check payments; returned products; and credit card and electronic check charge-backs, the information is not guaranteed by Millennium USA or any persons creating or transmitting the information. All personal and group sales volume information is provided "as is" without warranties, expressed or implied, or representations of any kind whatsoever. In particular, but without limitation, there shall be no warranties of merchantability, fitness for a particular use or non-infringement. To the fullest extent permissible under applicable law, Millennium USA and/or other persons creating or transmitting the information will in no event be liable to any Independent distributor or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity and damages that may result from inaccuracy, incompleteness, inconvenience, delay or loss of the use of the information), even if Millennium USA or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Millennium USA or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions related thereto. Access to and use of Millennium USA's online reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is." If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Millennium USA's online reporting services and your reliance upon the information.

SECTION 8 - RETURNS AND SALES AIDS REPURCHASE 8.1 - Retail Sales

Personal service and retail sales to the customer and merchant are the foundation of Millennium USA. The entire commission structure is based upon volume of retail sales referred by the individual Independent distributor as well as their entire organization.

8.2 - Voluntary Cancellation of Contract Requests by a Millennium USA Independent distributor to return their sales aids for a refund will be treated as a request to voluntarily cancel that Independent distributor business. If an Independent distributor wishes to return sales aids purchased within the last 3-month period, the Company shall repurchase the sales aids and the Independent distributor's Agreement shall be canceled. An Independent distributor may only return sales aids purchased by him or her that are in new and resalable condition.

Upon receipt of the sales aids, the Independent distributor will be reimbursed 90% of the cost of the original purchase price(s), not to include commissions issued on placement, \$58.00 application fee, shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same account. • Independent distributor must request in writing intent to exercise the sales aid buy-back option within 10 business days of resignation notice. • All products to be returned for refund under this provision must be approved in advance of shipment to Millennium USA, by the Customer Services Department. • Independent distributor will be asked to submit in invoices detailing the sales aid items to be returned. • Upon approval from the company, returns may be sent to the company's headquarters and must be accompanied by an invoice copy for each item.

8.3 - Montana Residents: A Montana resident may cancel his or her Independent distributor Agreement within 15 days from the date of enrollment and may receive a full refund within such time period for good and resalable sales aids or trainings that have not been attended.

SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS 9.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures or any illegal, fraudulent, deceptive or unethical business conduct by an Independent distributor may result, at Millennium USA's discretion, in one or more of the following corrective measures: • Issuance of a written warning or admonition; • Requiring the Independent distributor to take immediate corrective measures; • Imposition of a fine, which may be withheld from bonus and commission checks; • Loss of rights to one or more bonus and commission checks; • The withholding from an Independent distributor of all or part of the Independent distributor's bonuses and commissions during the period that Millennium USA is investigating any conduct allegedly in violation of the Agreement. If an Independent distributor's business is canceled for disciplinary reasons, the Independent distributor will not be entitled to recover any commissions withheld during the investigation period; • Suspension of the individual's Independent distributor Agreement for one or more pay periods; • Involuntary termination of the offender's Independent distributor Agreement; • Any other measure expressly allowed within any provision of the Agreement or that Millennium USA deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Independent distributor's policy violation or contractual breach; or • In situations deemed appropriate by Millennium USA, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2 - Grievances and Complaints When an Independent distributor has a grievance or complaint with another Independent distributor regarding any practice or conduct in relationship to their respective Millennium USA businesses, the complaining Independent distributor should first report the problem to his or her sponsor, who should review the matter and try to resolve it with the other party's Up line sponsor. If the matter cannot be resolved, it must be reported in writing to the Company. The Company will review the facts and determine if a policy violation has occurred and take appropriate action.

9.3 - Arbitration Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association or other recognized arbitration service, under its Commercial Arbitration Rules, and judgment on the award

rendered by the arbitrator may be entered in any court having jurisdiction thereof. Independent distributors waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the County of Orange, California, unless the laws of the state in which an Independent distributor resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions, with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the American Arbitration Panel provides. The prevailing party shall be entitled to receive from the losing party, OR each party to the arbitration shall be responsible for its own, costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement. Nothing in these Policies and Procedures shall prevent Millennium USA from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Millennium USA's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9.4 - Governing Law, Jurisdiction and Venue Jurisdiction and venue of any matter not subject to arbitration shall reside in Orange County, State of California. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of California shall govern all other matters relating to or arising from the Agreement.

9.4.1 - Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

SECTION 10 - INACTIVITY AND CANCELLATION 10.1 - Effect of Cancellation So long as an Independent distributor remains active and complies with the terms of the Independent distributor Agreement and these Policies and Procedures, Millennium USA shall pay commissions to such Independent distributor in accordance with the Compensation Plan. An Independent distributor's bonuses and commissions constitute the entire consideration for the Independent distributor's efforts in generating sales and all activities related to generating sales (including building a Downline Organization). Following an Independent distributor's termination for inactivity, or voluntary or involuntary termination of his or her Independent distributor Agreement (all of these methods are collectively referred to as "termination"), the former Independent distributor shall have no right, title, claim or interest to the marketing organization that he or she operated, or any commission or bonus from the sales generated by the organization. An Independent distributor whose business is terminated will lose all rights as an Independent distributor. This includes the right to sell Millennium USA products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Independent distributor's former Downline sales organization. In the event of

termination, Independent distributors agree to waive all rights they may have, including but not limited to property rights, to their former Downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Downline organization. Following an Independent distributor's termination of his or her Independent distributor Agreement, the former Independent distributor shall not hold himself or herself out as a Millennium USA Independent distributor. An Independent distributor whose Independent distributor Agreement is terminated shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary termination).

10.2 - Involuntary Termination: An Independent distributor's violation of any of the terms of the Agreement, including any amendments that may be made by Millennium USA in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary termination of his or her Independent distributor Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier to the Independent distributor's last known address (or fax number), or to his or her attorney, or when the Independent distributor receives actual notice of termination, whichever occurs first.

10.3 - Voluntary Termination: An Independent distributor has a right to cancel, at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address. The written notice must include the Independent distributor's signature, printed name, address and Independent distributor ID number. Independent distributors who have resigned may re-apply to become an Independent distributor with Millennium USA after 6 months. An Independent distributor's position is subject to termination due to inactivity (i.e., merchant enrollments, no commissions, no sponsoring; and no attendance at any Millennium USA functions, participation in any other form of Independent distributor activity, or operation of any other Millennium USA business) after being inactive for 6 full calendar months.

10.4 - Non-Renewal: An Independent distributor may also voluntarily cancel his or her Independent distributor Agreement by failing to maintain the Agreement annually. The Company may also elect not to renew an Independent distributor's Agreement.

10.5- Complete Agreement: These Policies and Procedures, any and all modifications made by the Company, along with the Terms and Conditions and the Compensation Plan make up the entire agreement between Independent distributor and Company.