

Max & Madeleine[™]

Policies and Procedures

August - 2015

Table of Contents

Introduction.....	3
General Provisions.....	3
1.Purpose.....	3
2.Eligibility to Become a Max & Madeleine Independent Advisor.....	3
3.Responsibilities of a Max & Madeleine Independent Advisor	4
4.Advertising.....	6
5.Termination of an Independent Max & Madeleine Advisors Business	9
6.Voluntary Termination (Resignation).....	10
7.Termination: Non-Active XYZ Participants.....	11
8.Responsibility Not to Compete Unfairly.....	11
9.Inventory Loading.....	12
10.Inventory Returns/Refunds	12
11.Sponsoring: The Role of a Sales Leader.....	12
12.Completing the Advisor Application & Agreement.....	15
13.Lead Assignment Policy.....	15
14.Procedures for Dispute Resolution.....	16
15.Arbitration of Disputes.....	17
16.Jurisdiction.....	17
17.Selling/Transferring a Max and Madeleine Advisors Business	18
18.Commissions and Bonuses.....	18
19.Change of Address, Name or Max & Madeleine Advisor ID Number.....	19
20.Excuse for Non-Performance.....	19
21.Limited Warranty.....	19
22.Infringement.....	20
23.Copyrighted Materials.....	20
24.Waiver.....	20
25.Partial Invalidity.....	20
26.Amendments.....	21
27.Websites.....	21
28.Fundraisers/Charitable Organizations.....	22
29.Trade Shows	22
30.Annual Renewal Fee.....	22

Introduction

The goal of Max & Madeleine is to ensure that each Independent Advisor feels treated fairly and able to effectively do business with us. Should you continue to have questions after you have reviewed the training materials and starter kits, talk with your Sponsor to get the help and support you need. A quick call to them will give you access to the latest expertise and advice. Max & Madeleine are committed to offering quality products supported by a high degree of service. Although Independent Advisors are generally free to operate their businesses as they please, our commitment to good business practice requires that each business owner (1099) promise to act in good faith at all times, provide great customer service and always submit their customer's order as soon as possible. The following detailed Policies and Procedures will give you guidance in your Max & Madeleine business.

General Provisions

1. Purpose

The purpose of the Policies and Procedures is to establish an individual as an authorized independent contractor of Max & Madeleine products and define the relationship between Max & Madeleine (referred to as the Company) and you the independent contractor (Advisor). Further, it sets forth the obligations, responsibilities, and duties of a Max & Madeleine in greater detail.

Max & Madeleine has elected to enter into this Agreement with the clear understanding that the applicant's business conduct will be free from false, deceptive, or misleading advertising, marketing, pricing, and service practices. As the Company promises to deal fairly with you, so will you, as a Max & Madeleine Independent Advisor, deal fairly with the Company and other Independent Advisors and customers.

2. Eligibility to Become a Max & Madeleine Independent Advisor

An applicant must be at least eighteen (18) years of age.

An applicant does not own; participate; or, subject to other rules, has not recently owned or participated, directly or indirectly, in another Max & Madeleine Independent Advisors organization.

A husband and wife may only operate one Max & Madeleine Independent Advisor business.

Should applicants (after they have officially enrolled) wish to do business as a corporation, do business as a partnership, do business as a trust for estate planning purposes, or operate their business using a "fictitious name" or "DBA," they may do so provided they comply with all Max & Madeleine restrictions and notify the Company with the form entitled "Change of Information Form."

Independent Contractor status. All Advisors are considered independent contractors with Max & Madeleine, and not franchisees, joint ventures, partners, employees, or agents of Max & Madeleine. Advisors are strictly prohibited from stating or implying, whether orally or in writing that they are franchisees, joint ventures, partners, employees, or agents of Max & Madeleine. Advisors may not bind Max & Madeleine to any obligation.

Taxes. Participants will be treated as independent contractors for all federal or state tax purposes. As independent contractors, Participants will not be treated as employees, franchisees, joint ventures, partners, or agents with respect to the Internal Revenue Code, Social Security Act, Federal Unemployment Tax Act, state unemployment acts, state workers compensation, or any other federal, state, or local statute, ordinance, rule, or regulation. No person is required to purchase any Max & Madeleine products or services. The only purchase required of a new Independent Advisor is the purchase of a Start-Up/Enrollment Kit. The kit(s) are sold at Company cost to support the efforts of each new Advisor with training tools, sales tools and product and income opportunity brochures.

3. Responsibilities of a Max & Madeleine Independent Advisor

Max & Madeleine requires all Advisors to maintain integrity, ethics and professionalism; moreover all Advisors are encouraged and expected to:

Use Max & Madeleine products;

Share Max & Madeleine products;

Share the Max & Madeleine business opportunity;

Maintain active status;

Nurture their customers, their team and themselves;

Have fun in their business and enjoy their success!

Max & Madeleine Advisors must offer personal service with each sale of their products and shall not sell these products through retail outlet display, mail order catalog display, or home shopping channels, except where expressly

permitted in writing, or by operation of any provision of the Policy and Procedures.

Max & Madeleine Advisors shall present the Company and its products in a manner that offers personalized service to the customer. This special service, information, and assistance delivered by Advisor sets Max & Madeleine apart from many of its competitors and gives special value to the Company in the community.

Max & Madeleine Advisors may only sell products in the United States and its territories.

No sponsorship changes are allowed; however, there are very specific and limited exceptions to the rule which may be granted at the sole discretion of Max & Madeleine.

Sales tax; For purchases made from the Company, Max & Madeleine collects and remits applicable state tax which may be due on the suggested selling price of those products and/or materials which are subject to tax. The applicable rate of tax due is based on the address to which the product and/or materials is shipped. Advisors who request a tax-exempt purchase for resale from Max & Madeleine (not permitted in all states) must provide the Company with a copy of their valid and current resale exemption certificate showing a resale tax number. This number must appear on all orders placed with Max & Madeleine. The Advisor must then collect the tax from his/her retail customer and remit it to the proper state and local taxing authority. All Advisors must pay tax to the Company on their personal purchases made for personal use and consumption. As an Advisor you agree to abide by the rules and procedures as set forth in the sales tax collection agreements that the Company may enter into with the various states and local jurisdictions.

Other businesses: The Max & Madeleine Advisor is an independent contractor and the Company imposes no restrictions on any Max & Madeleine Advisors participation or sales activities in other businesses or programs. However, promoting other competitive business ventures is not authorized at any Max & Madeleine Advisors function or event. Similarly, recruiting other Max & Madeleine Advisors to participate in any competing business is prohibited. Since each Advisors sales force is proprietary to Max & Madeleine Advisors, failure to comply can result in termination of his or her position as a Max & Madeleine Advisor.

4. Advertising

Advertising: Labeling, Packaging, and Displaying Products

Re-labeling or repackaging of any Max & Madeleine products is a violation of the Company's policies.

Max & Madeleine products or trade names are not to be sold or displayed by a Max & Madeleine Advisor in any retail establishment except those where professional services are the primary source of revenue and the product sales are secondary. Even if professional services are the primary source of revenue and product sales are secondary, large or storefront product displays must be approved by the Company in writing before use. Any display is always at the Company's discretion.

Advertising: Income

Max & Madeleine Advisors are independent business people and all incomes are a result of personal effort. All advertisements must be factual. The stating of any exaggerated claims or misleading information will jeopardize the Advisors independent business. If income of any kind is mentioned in an advertisement, it must represent actual income earned, it must include the word "commission" so that it is not interpreted as any form of wage or guaranteed income, and the copy must include clear reference and linkage to the **Max & Madeleine Income Disclosure Statement (IDS)**.

It is against Max & Madeleine policies for a Max & Madeleine Advisor to state that profits are guaranteed for any Max & Madeleine Advisor. He or she must make it very clear that Max & Madeleine Advisors can expect to be successful only through their diligent efforts. Opportunity or income exaggerations must not be given. Whenever any actual income examples, extrapolations, or geometric progressions are used, the Max & Madeleine IDS must be referenced.

Any advertising, promoting, representing, or implying salaried positions, management positions, hourly wages, full- or part-time positions, or guaranteed incomes is considered misleading and is prohibited. Max & Madeleine business opportunity is not a job and may not be presented as such. Terms such as "manager trainee," "management positions available," "travel provided," "call for interview," "positions available," "now hiring," and other misleading statements are not allowed because these all imply employment. Max & Madeleine Advisors are independent contractors and advertising or communicating otherwise is

a violation of the Company and the Max & Madeleine Distributor Agreement. Violators will first be warned. If a repeat offense is documented, the Max & Madeleine Advisors independent business will be terminated.

Advertising: Use of Max & Madeleine Names and Protected Materials

Any use of Max & Madeleine Advisors names or trademarks must have the Company's advance approval.

The Max & Madeleine Advisors use of the name "Max & Madeleine" is restricted to protect proprietary rights and interests of the Company, ensuring that said protected names will not be lost or compromised by unauthorized use.

Normally only the following formats may be used:

(Name)

Max & Madeleine Independent Advisor; or

(Name)

Independent Advisor of Max & Madeleine.

Other procedures relating to the use of Max & Madeleine Advisors name:

All stationery, business cards, etc. bearing Max & Madeleine Advisors name or logo are allowed only if in the exact form approved by the Company.

If you do not use Max & Madeleine logo, you are free to have any stationery of your own choosing, provided you comply with this section.

If you would like to use Max & Madeleine logo, you may use the stationery and card forms provided by the Company's current vendor.

If you desire to use Max & Madeleine logo in any other manner than described, you may submit your idea in writing to the Company. You will not be authorized to print your business stationery unless and until you receive written approval from the Company.

All promotional items such as clothing, personal use items and items of any other nature which bear the Company's name or logo must be purchased solely from the Company.

Any Max & Madeleine Advisor may list "Max & Madeleine Independent Advisor" in the white pages of the telephone directory under his or her own name.

A Sales Leader at the rank of Manager or above may list his or her name in the yellow pages of the telephone directory under the appropriate classification.

The Max & Madeleine Advisor is not allowed to place telephone directory display ads using the Company's name or logo. The name "Max & Madeleine" or other trade names of Max & Madeleine are not to be used by the Advisor in telephone numbers or reserved by the Advisor.

Telephone Answering: A Max & Madeleine Advisor are prohibited from answering the telephone in any way that would give callers a reason to believe they have reached the Company corporate office. In other words, Max & Madeleine Advisors may not use as a greeting "Max & Madeleine" or any form of these words.

Use of the Company's name or logo on buildings, vehicles, etc., is prohibited without express written consent from Max & Madeleine.

It is prohibited for the Max & Madeleine Advisor to:

produce, promote, or use materials of any kind describing Max & Madeleine names, programs, products, and trademarked, copyrighted, or otherwise protected materials if said materials are not obtained from or approved in writing by the Company prior to their production or use.

Endorsements: No endorsements of any kind, including by Max & Madeleine officers, may be alleged, except as expressly communicated in Max & Madeleine literature or approved in writing. The Max & Madeleine Advisor shall not state that any Attorney General's office or other regulatory agency has approved or endorsed any Max & Madeleine programs or products. These agencies do not endorse nor permit the use of their names in any manner in connection with the advertising or sale of merchandise or services. Use of any agency name as a reference is never authorized.

If the Max & Madeleine Advisor violates any of the procedures relating to advertising any of the Company's products, services, names or symbols, the Advisor may be required to correct the violations in a manner the Company deems necessary. Corrective measures may include but are not limited to: disconnecting phone numbers without a referral, removing signs, canceling advertising, and destroying non-complying literature. The Independent Advisors business may also be terminated, and the offending Advisor may be liable for any and all damages sustained by the Company as well as any other penalties imposed through legal action.

These advertising guidelines apply to all media used to advertise. This includes newspapers, magazines, flyers, brochures, billboards, TV, radio, video, the Internet, and any other web-related or online medium.

5. Termination of an Independent Max & Madeleine Advisors Business

Max & Madeleine reserves the right to suspend the independent Advisors business of any individual or individuals suspected of violating the Company's Policies and Procedures.

Should Max & Madeleine deem it necessary to suspend an Advisor, such suspension could mean that the Advisor may not have the right to represent themselves as an Advisor of Max & Madeleine and that any commissions, royalty overrides, or bonuses due will be held by Max & Madeleine pending resolution. At the discretion of the Company, products and services may be purchased by a suspended Participant at wholesale. However, should termination result, product and services may be purchased only from another Max & Madeleine Advisor.

Suspensions are effective immediately and any rebates or bonuses due may be held pending conclusion of investigations of any violations. The suspension shall remain in force until the Max & Madeleine Advisor is either reinstated or terminated.

The Company reserves the right to terminate any Max & Madeleine Advisor at any time when it is determined that the Max & Madeleine Advisor has violated any provisions of the Agreement, has committed any unfair or deceptive trade practice, or has acted in any unfair or unethical manner and/or violated any Federal, State, or local laws.

The Company may make involuntary terminations for reasonable cause at its discretion. Upon an involuntary termination, the company shall notify the Max & Madeleine Advisors by mail at the Advisors latest address listed with the Company. In case of termination, the terminated Advisor must immediately cease representing him or herself as a Max & Madeleine Advisor. Where applicable state law on termination of a Max & Madeleine Advisor is inconsistent with the Company's policy, such state law termination procedures shall be applied.

When a decision is made to terminate a Max & Madeleine Advisor, the Company shall inform the Advisor in writing that their independent Max & Madeleine business is terminated effective on the date of the written notification. The termination notice shall be sent by certified mail to the Advisor's address on file with the Company. The Advisor will have 15 days from the date that the certified letter was mailed in which to appeal the termination in writing. The Company must receive the Advisors written appeal within 20 days of the Company's termination letter. If the written appeal is not received within the 20-day period, the termination shall be final.

If the Max & Madeleine Advisor files a timely appeal of termination, the Company will review and reconsider the termination, consider any other appropriate action, and notify the Advisor of its decision.

The decision of the Company will be final and subject to no further review. In the event the termination is not rescinded, the termination will be effective as of the date of the Company's original termination notice.

Immediately upon termination of the independent Max & Madeleine Advisor's business, the affected Advisor will remove, discontinue the use of, and thereafter not use any names, marks, signs, labels, stationery, advertising, or reading material referring or relating to the Company's products or opportunities.

Product in inventory and in resalable condition may be returned to the Company in accordance with Section below.

Max & Madeleine Advisor who is terminated by the Company may not reapply to become an Advisor without express written consent of the Company.

The Max & Madeleine Advisor who is involuntarily terminated is not entitled to receive any rebates, bonuses, or any other remuneration past the date of his or her termination.

6. Voluntary Termination (Resignation)

The Max & Madeleine Advisor may voluntarily terminate his or her independent Max & Madeleine business at any time upon written notice to the Company. The Advisor who has terminated his or her independent business is not eligible to reapply to be a Max & Madeleine Advisor prior to 12 months from the date of his or her termination. During that period, the Advisor is not permitted, actively or passively, to participate in the building or development of any independent Max & Madeleine Advisors. If an Advisor has not purchased products for 12 months, he or she is eligible to reapply as a Max & Madeleine Advisor.

Immediately upon resignation of the independent Max & Madeleine Advisor's business, the affected Max & Madeleine Advisor will remove, discontinue the use of, and thereafter not use any names, marks, signs, labels, stationery, advertising, or reading material referring or relating to the Company's products or opportunities.

The Max & Madeleine Advisor applying after resignation will not retain prior rights to bonuses or position in any former sales organization.

The organization of the terminated Max & Madeleine Advisor transfers in accordance with the rules regarding termination by inactivity.

The Max & Madeleine Advisor who voluntarily terminates is not entitled to receive any rebates, bonuses, or any other remuneration past the date of his or her date of termination.

If an Applicant and a Co-Applicant decide to separate for any reason, the existing independent Max & Madeleine business shall remain in the name of the Applicant. The Co-Applicant may terminate his or her affiliation with the independent Max & Madeleine Advisor's business and then re-sponsor in the Applicant's organization, but the Co-Applicant is not entitled to take any of the existing downline of the Max & Madeleine Advisor. If the Co-Applicant wishes to re-sponsor in a new organization, he or she must receive the Company's prior written approval. The Co-Applicant may keep his or her current rank.

A Max & Madeleine Advisor may not terminate his or her independent Max & Madeleine business for the purpose of becoming a Co-Applicant on another independent Max & Madeleine Advisors business. If an Advisor marries another Max & Madeleine Advisor, however, one must terminate his or her independent Max & Madeleine business and may become a Co-Applicant on his or her spouse's independent Max & Madeleine business. The terminated Max & Madeleine Advisor's sales organization can be merged with the Max & Madeleine business remaining.

7. Termination: Non-Active XYZ Participants

A Max & Madeleine Advisor who does not achieve a minimum of one month "active" status (\$250) on an annual basis (rolling twelve [12] months starting at date of enrollment) may not receive various notices and promotional items and may be terminated without further notice from the Company for non-activity. A Max & Madeleine Advisor's downline organization that is terminated for any reason rolls up to the next Sales Leader only for the purpose of calculating bonuses.

8. Responsibility Not to Compete Unfairly

When a Max & Madeleine Advisor terminates, for whatever reason, the former Max & Madeleine Advisor, for a period of six (6) months thereafter, shall not, on behalf of another direct-selling or network marketing Company, contact or communicate with any Max & Madeleine Advisors or any of their former Max & Madeleine retail customers, or any retail customers of any one in their former Max & Madeleine downline,

9. Inventory Loading

The Company is dedicated to supporting your business and this program to minimize any risk of improper "inventory loading." It is possible to conduct a healthy business with no product inventory, however you are free to purchase additional product at retail (purchased product is eligible for commission to the Max & Madeleine Advisor) if you believe this will help better support your business. However, purchasing additional product is in no way a requirement or an assurance your business will do better. If you have any questions or concerns about this topic, please do not hesitate to contact Customer Service.

10. Inventory Returns/Refunds

The Company will accept returns under the following conditions:

All returned inventory must be accompanied by a completed **Return Merchandise Authorization (RMA)**.

When do you qualify for a refund?

When you resign, you may qualify for a refund. Any refund would apply to your Enrollment/Starter Kit(s), promotional items, and literature that are mandatory purchases. The Company will repurchase all currently "marketable" inventory purchased by you during the twelve (12) months prior to resigning. Repurchase will be for 90% of your original net costs, less any appropriate set-offs. Montana residents who cancel within 15 days are entitled to a 100% refund of any consideration given to participate.

Refunds may be credited if materials:

are returned in resalable condition;

return is accompanied by a letter requesting termination;

returns to the Company are shipped postage prepaid with a letter that should be clearly marked "Return of Inventory/Termination";

returns are accompanied by a completed Return Exchange Authorization (RMA);

11. Sponsoring: The Role of a Sales Leader

The Max & Madeleine Advisor must have ongoing contact, communication, and management supervision with his or her sales organization. Examples of such supervision may include, but are not limited to: written correspondence,

personal meetings, telephone contact, voice mail, electronic mail, training sessions, and accompanying individuals to Company trainings. The Advisor should be able to provide some evidence to the Company upon request, of ongoing fulfillment of Sponsor responsibilities.

Training, supervising, and communicating with their sales organization.

Sales Leaders must perform a bona fide training, supervisory, and selling function in connection with the sale of Max & Madeleine products to the ultimate consumer. In order to participate in the Compensation Plan, Sales Leaders must maintain continuing communication and contact with the downline Advisors upon whose sales they earn bonuses.

Leaders should be able to establish their compliance with this section if requested by the Company.

Other Sponsoring Policies:

When more than one Max & Madeleine Advisor approaches the same prospect, that prospect will generally be sponsored by the first Adviser who presented the Max & Madeleine opportunity as a matter of courtesy, not policy.

The Company recognizes the Sponsor as the name shown on the first Agreement completed, dated, signed, and received at the Company.

An Adviser Application & Agreement received by the Company with insufficient or incorrect Sponsor information will be placed into "Orphan" status. The Company will attempt to place this "Orphan" with his or her correct Sponsor. If the actual Sponsor does not contact the Company within 60 days, the Adviser Application & Agreement will be treated as a lead and be subject to the Lead Assignment Policy. Any and all rewards or bonuses directly or indirectly affected by the "Orphan" status of the applicant paid prior to the correction shall remain intact. No adjustments will be made. It is the responsibility of Max & Madeleine Advisors to make sure all paperwork is correct.

Max & Madeleine Advisors shall not be compensated solely for sponsoring. Retail selling is a requirement in this program and must be emphasized in all sponsoring presentations. Retail sales form the basis of Max & Madeleine Compensation Plan.

As you begin to build your sales organization, you must truthfully and fairly describe Max & Madeleine Compensation Plan and Max & Madeleine product lines with potential customers and Max & Madeleine Advisors. The Company has found that strict adherence to rules helps a new Max & Madeleine Advisors develop successful business habits for a complex and

changing business world. As a business person, you may be required to obtain some type of business license or seller's permit in compliance with your city/county laws.

A prospect is entitled to review a current Policy and Procedure Guide before they sign the Advisor Application & Agreement, should they request one. It is important that they understand Max & Madeleine independent business, so provide them your copy to review thoroughly. The more they know about the business the more excited they will be. Be available to review any sections they do not understand. You will find the investment of time pays off. You should also know that many states require that you allow your prospects to review the Policy and Procedure Guide, so take a request seriously.

You may not promote the products in any fashion not explicitly authorized in current Company material.

Eligibility to sponsor.

Max & Madeleine Advisors who desire to sponsor others:

must be in good standing with the Company;

may sponsor former Max & Madeleine Advisors, provided the requisite periods of inactivity have been met; must follow the recommended guidelines in presenting Max & Madeleine Compensation Plan;

must continue to sell products to retail customers;

shall never require prospects to purchase or maintain any amount of inventory,

purchase any non-Max & Madeleine produced products or materials, nor attend any meetings or seminars.

Max & Madeleine Advisors who sponsor must:

support and train new Max & Madeleine Advisors they sponsor;

set a personal example by role-modeling sales and sponsoring consistency;

attend training meetings when available.

Cross Sponsoring / Cross Recruiting: Max & Madeleine Advisors shall not sell or represent non- Max & Madeleine Advisors products or represent marketing opportunities from other companies to other Max & Madeleine Advisors. Non- Max & Madeleine products or opportunities may not be promoted in

any way at official Max & Madeleine events, meetings, conventions or other gatherings.

12. Completing the Advisor Application & Agreement

The applicant's information must be completed in full on the Adviser Application & Agreement and will be entered by the Company exactly as it appears on the form. The Company requires that the applicant provide a valid Social Security or tax identification number. Regardless of the actual ownership structure of the applicant, only the first applicant's name and identification number will be used by the Company for identification purposes (other information will be recorded). Therefore, all correspondence or inquiries with respect to such Max & Madeleine Advisors independent contractors should be made using the first applicant information.

Advisor Application & Agreements without valid and complete tax identification numbers may be rejected.

Sponsor information must be completed fully and accurately as such information appears in the Company's latest updated records. The Company is not responsible for incomplete or inaccurate Advisor Applications and Agreements.

If the Applicant agrees to the relevant terms and conditions on the Advisor Application & Agreement and to be bound by it (they have the right to review it, should they ask), they must sign and date the Advisor Application & Agreement. The cost of the Enrollment and Starter Kit(s) will be noted on the Advisor Application & Agreement.

Enclose full payment for the Kit(s) (include tax and shipping). You or the Applicant must complete the **Payment Method** section with credit card information in the correct amount.

13. Lead Assignment Policy

The Company is available to speak with all prospects who contact the Company and we will attempt to connect each prospective customer with a Max & Madeleine Advisor as soon as possible. If the prospect is familiar with a Max & Madeleine Advisor in his or her area or is already being served by an Advisor, the Company will recommend that the prospect continue contacting this Advisor for products or as a sponsor. However, if the prospect is not familiar with a Max & Madeleine Advisor, the Company will deem that person "unsolicited." "Unsolicited" leads are assigned to Max & Madeleine Advisors at the Company's discretion.

A Max & Madeleine Advisor shall be considered for leads based upon the following:

Geographic proximity to the lead.

Selling and sponsoring activity within past 30 days.

Personal group volume within the past 30 days.

Current rank status.

When several Max & Madeleine Advisors qualify equally under the above requirements, leads will be rotated and divided equally. If there is not a qualified Advisor within two hours of the prospect, the search will expand to adjoining states and regions. The assignment of leads by the Company shall be further based on personal sales volume and sponsoring histories. Strong consideration shall be given to Advisors exhibiting field leadership, either potential or demonstrated.

Max & Madeleine Advisors should plan carefully whether to organize their own large lead campaign or casually collect leads one at a time. If the Advisor mails or hands out literature, he or she should always include a name, address, telephone number and Participant ID # on the materials to assure association to the lead.

14. Procedures for Dispute Resolution

Most violations of the Policies and Procedures occur through lack of awareness or understanding. An open mind and commitment to settlement and fairness almost always leads to a mutually satisfying conclusion of any issue.

Max & Madeleine Advisors who are involved in disputes with one another must attempt to resolve the matter between each other before involving anyone else. A complaining Advisor should raise the issue directly to the other Party by explaining their own perception of the problem. It is also imperative that the complaining Advisor listen to the other Party's perspective. It may clear the issue up just to communicate openly.

If such an attempt is unsuccessful, then the complaining Advisor should contact their first upline Leader to discuss the matter. The Leader should advise and guide the Advisor to conclude the matter amicably and in accordance with the Company's Policies and Procedures. A second attempt to settle the matter between the parties should be made in good faith.

Should the upline Sales Leaders recommendation not be accepted by the parties, and other efforts to conclude the matter fail, the upline Sales Leader of the complaining Advisor should contact the Field Support Department for guidance. The Company will handle all matters presented according to Policies and Procedures. The procedures used will be tailored to fit the situation and will be discretionary to the Company. Again, the focus will be on assisting the parties in reaching a voluntary settlement, but the Company's decision on any matter shall be binding on all parties involved and final.

Any issues concerning products, advertising, or the use of the Company's names or trademarks should be referred directly to the Company for handling and resolution.

It is the obligation of the Max & Madeleine Advisor to maintain the integrity of these Policies and Procedures in order to ensure fair opportunities are made available to all Max & Madeleine Advisors to build their business.

15. Arbitration of Disputes

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in New York or such other location as Max & Madeleine prescribes. Such arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16. Jurisdiction

The Max & Madeleine Advisor Agreement and the these Policies shall be construed and enforced in accordance with the laws of the State of New York without reference to legal principles that would cause the law of another jurisdiction to be applied. Causes of action between the parties hereto of any type, whether on the Advisor Agreement, on fraud or any other tort, or grounded in principles of strict liability or statutes of any kind, shall be heard exclusively in a court of competent jurisdiction in [redacted], New York, each party hereby submitting to the jurisdiction of such courts and expressly waiving the right to bring suit in all other courts. In any cause of action the winner shall be entitled to recovery of all reasonable attorney fees, court costs and other costs of the action. Louisiana residents may choose Louisiana law, jurisdiction, and venue, and may arbitrate in New Orleans.

17. Selling/Transferring a Max and Madeleine Advisers Business

If a Max & Madeleine Advisor decides to sell, assist, delegate, or otherwise transfer (herein collectively "sell" or "sale") his or her independent Max & Madeleine Advisor's business, and the sale of the independent business is to someone other than the immediate upline sponsor, then the sponsor must be given the option in writing to meet the terms of the proposed sale. This action would change the sponsorship of all the Advisors sponsored directly by the seller to his or her upline sponsor. Should the upline decline the sale and the Company approves the sale, the third Party purchaser assumes the position in the organization of the seller. If the purchaser is already a Max & Madeleine Advisor, he or she gives up his or her old position. Any existing organization shall be distributed according to applicable rules.

Max & Madeleine Advisor shall not (by operation of law or otherwise) sell their position as a Max & Madeleine Advisor without the prior written consent of the Company. Any attempted sale without such consent shall be voided by the Company. The Company may not unreasonably withhold approval of a sale of the independent business, provided the purchaser completes a current Application & Agreement and possesses reasonable ability to satisfactorily perform the obligations of a Participant

The seller must provide to the proposed buyer, in writing, the details of his or her independent Max & Madeleine Advisors business activity for the prior six months.

The seller agrees not to attempt to interfere in any way with the ongoing business efforts of the new owner. Efforts to interest any downline Max & Madeleine Advisors of the organization into other direct sales opportunities or other business opportunities is strictly forbidden.

The Company reserves the right to stipulate additional terms and conditions before the approval of any proposed sale.

The Company reserves the right to reject any sale.

18. Commissions and Bonuses

Commissions on retail sales will be paid monthly as well as all bonuses will be paid monthly and to-be-determined incentives will be rewarded monthly, quarterly and/or annually.

The Company, at its sole discretion, determines which products shall be eligible for commissions, discounts, bonuses or incentives and at what levels. These

products shall form the basis of the computation of benefits under the applicable Compensation Plan due.

Payment of all bonuses.

Bonuses will be paid no later than the fifteenth (15) day of the month following the month said sales of the products are sold. When the payment day falls on a legal holiday or weekend, bonus payments will be processed on the next regularly scheduled business day.

The Max & Madeleine Advisor must review his or her bonus statement and report any discrepancies within 20 days.

If you have not received your bonus payment, contact Customer Service. A payment reissue will be arranged if necessary. Should you fail to report a lost payment or negotiate your bonus payment more than 90 days after the original issue date; the Company will assess a minimum \$25 charge to reissue a replacement payment.

The Company reserves the right to deduct balances due and owing to Max & Madeleine from a Max & Madeleine Advisor's commissions, bonuses or incentives.

19. Change of Address, Name or Max & Madeleine Advisor ID Number

Requests for change of address, name, or ID number must be in writing using the Change of Information Form. Names may not be removed from an Advisor Application & Agreement unless all individuals listed on the Application sign the request. Send the form to the Company's Field Support Department. You will be notified if changes are accepted.

20. Excuse for Non-Performance

Neither the Company nor the Max & Madeleine Advisor shall be responsible for delays and failures in performance hereunder when performance is made commercially impractical due to circumstances beyond the parties' reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, and acts of nature, curtailment of the Company's usual source of supply, or government decrees or orders.

21. Limited Warranty

The Company warrants the quality of its products against damage or defects and shall exchange any defective product provided the product is still within any warranty period. The Max & Madeleine Advisor must comply with the Policies and Procedures concerning product exchanges.

22. Infringement

The Company disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or the like caused by the Max & Madeleine Advisor's operation. The Advisor shall have no claim in connection therewith. Upon learning of any claim or suit relating to any of the matters discussed, the Participant shall immediately notify the Company.

23. Copyrighted Materials

All Company literature, audiotapes, videotapes, DVDs and all web pages or related programs published in any form and authored in any manner are copyrighted by the Company and may not be duplicated except with the written consent of the Company. The Company designates in writing which literature is appropriate for copying, and used for what purposes by indicating this fact on the literature itself. For example, a newsletter may have the designation "OK—BPP copy—x12/14." This would indicate that the material was approved (OK) for Max & Madeleine Advisors to copy until said date. After that date, Max & Madeleine Advisors no longer have written permission to copy the material.

24. Waiver

The Company never gives up its right to insist on compliance with these Policies and Procedures or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of the Company who is authorized to bind the Company in contracts or agreements specifies in writing that the Company waives any of these provisions. In addition, anytime the Company gives permission for a temporary breach of the procedures, that permission does not extend to future breaches. This provision deals with the concept of "waiver" and the parties agree that the Company does not waive any of its rights under any circumstances, short of the written confirmation referred to previously.

25. Partial Invalidity

Should any portion of these Policies and Procedures, application, and agreement, or any other instruments referred to herein, or issued by the Company be declared invalid by a court of competent jurisdiction, the balance of such Policies and Procedures, agreements/applications, or instruments shall remain in full force and effect.

26. Amendments

The Company shall have the right to amend these Policies and Procedures and the Compensation Plan as it deems necessary, whether or not a Renewal Agreement is signed by the Max & Madeleine Advisor.

Changes and amendments to these Policies and Procedures and the Compensation Plan will go into effect following publication in an official Company bulletin, newsletter, or magazine. Amendments so announced will be binding on the Max & Madeleine Advisor.

27. Websites

The Company maintains an official corporate Website. Max & Madeleine Advisors are allowed to advertise on the Internet through an approved Company program which allows Advisors to choose from among Company home page designs that can be personalized with the Advisors message and the Advisor's contact information. These Websites link directly to the Company Website, giving the Advisor a professional and Company-approved presence on the Internet. Only these approved Websites may be used by Advisors. No Advisor may independently design a Website that uses the Company's names, logos, or product descriptions, nor may an Advisor use "blind" ads on the Internet making product or income claims which are ultimately associated with the Company's products or Compensation Plan. Any person using Company names, logos, trademarks, etc. on the Internet or any other advertising medium, except as permitted by the Company, shall be subject to immediate discipline.

The use of the Max and Madeleine name within a URL address/domain name or e-mail address is not permitted (i.e. Maxandmadeleine.com, Maxandmadeleine@aol.com, etc.) Advisors may not use any domain name or e-mail address that includes any reference, whether abbreviated or not, to XYZ's name, product or services, except in connection with the Max & Madeleine website program.

Advisors shall only be permitted to use the URL assigned to their Max & Madeleine website to direct web traffic to that site. Advisors shall not use any other domain name or URL and redirect web traffic to their Max & Madeleine website program from such other URL.

Max & Madeleine disclaim any and all liability arising out of or related in any way to independent Participant web sites. Independent Advisors will be held responsible for any statements or other content that is posted on Advisor's websites or e-mail, including liability for harm caused by such statements or material.

28. Fundraisers/Charitable Organizations

All fundraisers and charitable events must be temporary—not regular or ongoing, such as they may be perceived as a fixed retail location. You may choose to donate a portion or all of your commission sales to the sponsoring organization.

29. Trade Shows

The Company products and the business opportunity may be displayed at trade shows by Max & Madeleine Advisors only with the prior written permission of the Company, said request submitted at least two weeks prior to the show. Written authorization from the Company must be received before participating in the trade show. Company products and the business opportunity are the only products that may be offered in the trade show booth. Only Company marketing materials may be displayed or distributed except as may be authorized by the Company.

30. Annual Renewal Fee

The term of the Max & Madeleine Advisor Agreement is one year from acceptance of the Agreement by the Company. This date is considered your Anniversary Date. Max & Madeleine Advisors will be asked to renew their Advisor status annually, with an annual renewal fee of \$35. If the Max & Madeleine Advisor Agreement have changed during the past year, the participant may be asked to sign a current Max & Madeleine Advisor Agreement at renewal. The Company can decline to accept any renewal, at its sole discretion.

SOCIAL MEDIA
POLICIES
and
PROCEDURES
(Generic)

SECTION X – MARKETING YOUR COMPANY X BUSINESS

General (applying to both online and offline marketing and promotion)

It is your responsibility to safeguard and promote the good reputation of the Max & Madeleine brand; to ensure that your marketing efforts contribute to the public interest; and to avoid discourteous, deceptive, misleading, unethical or immoral conduct or practices.

Independent Max & Madeleine Consultant Logo / Identity

If you use the Max & Madeleine logo in any communication, you must use the Independent Consultant version of the Max & Madeleine logo. Using any other Max & Madeleine logo requires written approval. Please see examples below:

Logos Approved for Consultant Use

Logos NOT Approved for Consultant Use

Trademarks and Copyrights

You may not use Max & Madeleine trade names, trademarks, designs, images or symbols without prior written permission, except as outlined in this section. Video or audio recordings of company events, training and/or speeches are also copyrighted, and may not be distributed without written permission.

The name *Max & Madeleine* is a trademark of Max & Madeleine, is of great value to the Company, and is supplied to you for your use only in an authorized manner. Use of the Max & Madeleine name on any item not produced or authorize by the Company is prohibited.

As a Consultant you may use the Max & Madeleine name in the following manner

Consultant's Name
Independent Max & Madeleine Advisor

Example:
Sarah Jones
Independent Max & Madeleine Advisor

Domain Names, email Addresses and Online Aliases

You are not allowed to use or register *Max & Madeleine* or any of Max & Madeleine's trademarks, product names, or any derivatives, for any Internet domain name, email address, social networking profiles, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Max & Madeleine, Inc. Examples of the improper use of Max & Madeleine are: *m a x a n d m a d e l e i n e g a l @ m s n . c o m* ; www.maxandmadeleineisgreat.com ; facebook.com/maxandmadeleinefan ; www.maxandmadeleine.com/official , or Max & Madeleine showing up as the sender of an email.

Use of Third Party Intellectual Property

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property, and paid the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third-party, and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

Advertising Templates and Approval

You may only advertise or promote your Max & Madeleine business using approved tools, templates, ads, or images acquired through Max & Madeleine. No approval is necessary to use these approved tools. If you wish to design your own online marketing materials of any kind, your designs must be submitted to the Max & Madeleine advertising department for consideration and inclusion in the template/image library. Unless you receive specific written approval from Max & Madeleine to use such tools, the request shall be deemed denied.

Media and Media Inquiries

If a member of the press or media, including blogs with 1,000 or more unique visitors per month, contacts you about Max & Madeleine or your Max & Madeleine business, you must contact Max & Madeleine at mediarelations@maxandmadeleine.com before you respond or disclose any information. If Max & Madeleine requests that you not respond to such press or media inquiry, or requests that you refer the press or media contact to the Company to respond, you agree that you will comply with such requests. Additionally, you are not allowed to proactively contact the media or distribute any form of press release that includes information about Max & Madeleine, its products or the opportunity without prior written approval from Max & Madeleine.

Consultant Release

By entering into the Consultant Agreement, you authorize Max & Madeleine to use your name, testimonials, and/or likeness in Max & Madeleine advertising or promotional materials with no remuneration. Additionally, you consent to and authorize the use and reproduction of any and all photographs taken by or supplied to Max & Madeleine, and further consent to the use and reproduction of any quotes, testimonials, stories, conversations on social networking media and/or the maxandmadeleine.com forum for any print or electronic publicity, marketing or promotional purposes, without remuneration.

Consultant Websites

Max & Madeleine Replicated Websites

When you sign up as a Max & Madeleine Consultant you have the option of subscribing to a Max & Madeleine Replicated Website subscription to facilitate the easiest online buying experience for your customers. You are solely responsible and liable for the content that you add to your Max & Madeleine Replicated website and must regularly review the content (every 30 days) to ensure it is accurate and relevant.

You may not alter the branding of your Replicated Website, and you may not use your Replicated Website to promote, market or sell non-Max & Madeleine products, services or business opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

1. The Max & Madeleine Independent Consultant Logo
2. Your Name
3. Max & Madeleine Corporate Website Redirect Button

Because your Replicated Website resides on the maxandmadeleine.com domain, Max & Madeleine reserves the right to receive analytics and information regarding the usage of your website.

External Websites and Blogs (non-replicated websites)

Approved Consultant Websites

The term *Replicated Website* refers to the external-facing Consultant website offered by Max & Madeleine to you for a monthly fee. The term *registered external website* refers to your own Max & Madeleine-approved personal website (if you have one), or other Max & Madeleine-approved web presence that is hosted on non-Max & Madeleine servers and has no official affiliation with Max & Madeleine, Inc. You are not allowed to monetize your Replicated Website or your registered external website through affiliate programs, adSense, or similar programs.

You are allowed one external website or blog (not including a Team Site you may develop as a leader) to personalize your Max & Madeleine business and/or promote the Max & Madeleine opportunity. If you wish to develop an external website you must do the following:

1. Subscribe to a Max & Madeleine Replicated Website;
31. Register your external website with Max & Madeleine;
32. Adhere to the branding and image usage policies described in this document;
33. Agree to modify your website to comply with current or future Max & Madeleine policies;
34. Agree to remove all references to Max & Madeleine within 5 days from your registered external website in the event of the voluntary or involuntary cancellation of your Consultant Agreement.

A blog, or website developed on a blogging platform, that is developed for the primary purpose of marketing or promoting Max & Madeleine products and/or the Max & Madeleine opportunity is considered an External Website and must be registered with Max & Madeleine. Blogs, created by you or others, that are developed primarily for other purposes that mention Max & Madeleine and direct traffic to your web site(s) do not need to be registered.

If you are a Director (or above), in addition to your registered external website to promote your personal business, you may have one additional registered external website that may be used to support your team (which must also be registered with Max & Madeleine) if you so choose. This site may not be used to promote your (the Director's) Max & Madeleine business or to drive or redirect traffic to your other websites.

External Website Content

You are solely responsible and liable for your own website content, messaging, claims, and information and must ensure your website appropriately represents and enhances the Max & Madeleine brand and adheres to Max & Madeleine guidelines and policies. Additionally, your website must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at Max & Madeleine's sole discretion.

Max & Madeleine Independent Consultant Image Mandate

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your registered external website:

1. The Max & Madeleine Independent Consultant Logo
35. Your Name and Title
36. Your Photo

In addition, every page must include a link to either your replicated website, or the Max & Madeleine Corporate Website.

Although Max & Madeleine brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an Independent Consultant site, and not a Max & Madeleine Corporate page.

External Sites Must Exclusively Promote Max & Madeleine

Your Max & Madeleine external website must contain content and information that is exclusive to Max & Madeleine. You may not advertise other products or services other than the Max & Madeleine product line and the Max & Madeleine opportunity. Any site or profile that you maintain that uses Max & Madeleine trademarks must exclusively promote Max & Madeleine.

No eCommerce or Stock-and-Sell Retailing

Your registered external website must only facilitate the entry into your Max & Madeleine Replicated Website, and/or build your business mailing list. You may not *stock and sell* Max & Madeleine products, nor may you facilitate an eCommerce environment that would facilitate this model. All orders must be placed through your official Replicated Website or Consultant Portal.

Max & Madeleine Hotlinks

When directing readers to your registered external site or replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader, that the link will be resolving to the site of an independent Max & Madeleine Consultant. Attempts to mislead web traffic into believing they are going to a Max & Madeleine corporate site, when in fact they *land* at a Consultant site (replicated or registered external) will not be allowed. The

determination as to what is *misleading* or what constitutes a *reasonable reader* will be at Max & Madeleine's sole discretion.

External Website Termination

In the event of the voluntary or involuntary cancellation of your Consultant Agreement, you are required to remove all references to Max and Madeleine within 5 days. Your external website may be transferred to another Max & Madeleine consultant, subject to Max & Madeleine approval, on a case-by-case basis.

When your Max & Madeleine business is cancelled for any reason, you must within 5 days discontinue using the Max & Madeleine name, and all of Max & Madeleine's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent Max & Madeleine Consultant, you must conspicuously disclose that you are no longer an independent Max & Madeleine Consultant.

Online Advertising, Marketing and Promotion

Social Media

Social Media and social bookmarking, including, but not limited to, blogs, Facebook, MySpace, Twitter, Xing, LinkedIn, Digg and Delicious, and others, may be used by Consultants. However, Consultants who elect to use Social Media must adhere to the requirements set forth in this subsection as well as Max & Madeleine's policies relating to Advertising (Section _____) and Unauthorized Claims (Section _____).

Consultants Are Responsible for Their Postings

Consultants are personally responsible for their own postings and all other online activity conducted on behalf of the consultant's business, and/or which can be traced back to the company, and will be held fully responsible for any and all such activities. This applies even if a Consultant does not own or operate a blog, website, or Social Network site. If a Consultant posts any comment to any such site that relates to Max & Madeleine or which can be traced to Max & Madeleine, the Consultant is responsible for the posting.

Identification as a Max & Madeleine Consultant

You must disclose your full name on all Social Media postings, and conspicuously identify yourself as an independent Consultant for Max & Madeleine. Anonymous postings or use of an alias is prohibited.

Truthfulness in Online Postings

It is your obligation to ensure your postings and other online marketing activities are truthful, are not deceptive and do not mislead customers or potential Consultants in any way. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Max & Madeleine income opportunity, Max & Madeleine's products and services, and/or your biographical information and credentials.

Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include spam linking (or blog spam), unethical search

engine optimization (SEO) tactics, misleading click-through ads (i.e. having the display URL of a PPC campaign appear to resolve to an official Max & Madeleine Corporate Site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. Max & Madeleine will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

Respecting Privacy

Always respect the privacy of others in your postings. Consultants must not engage in gossip or advance rumors about any individual, company, or competitive products or services. Consultants may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

Professionalism

You must ensure that your postings are truthful and accurate. This requires that you fact-check all material you post online. You should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

Prohibited Postings

Consultants may not make any postings, or link to any postings or other material that:

Is sexually explicit, obscene, or pornographic;

Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);

Is graphically violent, including any violent video game images;

Is solicitous of any unlawful behavior;

Engages in personal attacks on any individual, group, or entity;

Is in violation of any intellectual property rights of the Company or any third party.

Responding to Negative Posts

Do not converse with one who places a negative post against you, other independent Consultants, or Max & Madeleine. Report negative posts to the Company at _____@_____.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Max & Madeleine, and therefore damages the reputation and goodwill of Max & Madeleine.

Internet Advertising / Awareness Generation

Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or retail specific Max & Madeleine products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about Max & Madeleine and the business opportunity, provided Max & Madeleine-approved templates/images are used. These

templates will identify you as an Independent Max & Madeleine Consultant. If a link or URL is provided, it must link to your Replicated Website or your registered external website.

eBay / Online Auctions

You may not list or sell Max & Madeleine products on eBay or other online auctions, nor may you enlist or knowingly allow a third party (customer) to sell Max & Madeleine products on eBay.

Online Retailing

You may not list or sell Max & Madeleine products on any online retail store or ecommerce site, nor may you enlist or knowingly allow a third party (customer) to sell Max & Madeleine products on any online retail store or ecommerce site.

Banner Advertising

You may place banner advertisements on a website provided you use Max & Madeleine-approved templates and images. All banner advertisements must link to your Replicated Website, a registered external website, or the Max & Madeleine Corporate website. You may not use *blind* ads or web pages that make product or income claims that are ultimately associated with Max & Madeleine products or the Max & Madeleine opportunity.

Unsolicited Email Spamming / Mass E-mailing

You are not allowed to transmit mass, unsolicited emails to promote Max & Madeleine, its products or the Max & Madeleine opportunity to people who you do not know, or who have not given you permission to contact them. People who are 'opt in' subscribers, who have initiated a request to be included in bulk emailing, newsletter or other standardized communications from you, are allowed.

Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books etc. must be unique, informative and relevant.

You may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments you create or leave must be useful, unique, relevant and specific to the blog's article.

Social Networking Sites (Facebook / Twitter/ LinkedIn)

You may use social networking sites (Facebook, Twitter, LinkedIn, blogs, forums and other social shared interest sites) to share information about the Max & Madeleine business opportunity and for prospecting and sponsoring; however, these sites may not be used to sell or offer to sell specific Max & Madeleine products. Profiles you generate in any social community where you mention or discuss Max & Madeleine must clearly identify you as an Independent Max & Madeleine Consultant, include your photo as your main profile picture, and when you participate in those communities you must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is *inappropriate* is at max & Madeleine's sole discretion, and

offending Consultants will be subject to disciplinary action and/or termination. Banner ads and images used on these sites must be current and must come from the Max & Madeleine approved library. If a link is provided, it must link to your Replicated Website or a registered external website.

Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)

You may upload, submit or publish any Max & Madeleine-related video, audio or photo content that you develop and create as long as it aligns with Max & Madeleine values, contributes to the Max & Madeleine community greater good and is in compliance with Max & Madeleine Policies and Procedures. These submissions must clearly identify you as an Independent max & Madeleine Consultant (either in the content itself and/or in the content description tag), must comply with all copyright/legal requirements, and must state that you are solely responsible for this content and not Max & Madeleine, Inc. You may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Max & Madeleine, Inc. or captured at official Max & Madeleine events or in buildings owned or operated by Max & Madeleine, Inc. without prior written permission.

Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either your Replicated Website or to a registered external website. The display URL must also be to either your Replicated Website or to your registered external site, and must not portray any URL that could lead the user to assume they are being led to a Max & Madeleine Corporate site, or be inappropriate or misleading in any way.