



## **TERMS AND CONDITIONS 2016**

Orenda Holdings Policies and Procedures – USA The Orenda (“Program”) is operated by Orenda Holdings, LLC, a Arizona limited liability company (“Company”).

Program members (“Member”) will be rewarded with loyalty points (see the complete Orenda Rewards Plan for details), which can be used as partial or complete payment toward purchasing Reward Orenda Travel subject to these Policies and Procedures (“Agreement”).

This document must be read in its entirety. Submission of the Member Agreement and acceptance of any payment or rewards constitutes acknowledgement on the part of the Member that it has read and agrees to abide by these Policies and Procedures.

**I AGREE THAT I WILL BE CHARGED, USING THE FORM OF PAYMENT PROVIDED TO THE COMPANY, THE APPLICABLE MONTHLY FEE UNTIL SUCH TIME THAT THIS AGREEMENT IS TERMINATED ACCORDING TO THE Orenda POLICIES AND PROCEDURES**

These Policies and Procedures, the Rewards Plan describing the rewards structure, and the Membership Agreement (Application) (collectively, “the Contract”), constitute the complete agreement between a Member and the Company. Failure to comply with the provisions of any of these documents may result in the termination of the Membership, the loss of the Member’s rights to receive commissions (rewards relating to the Rewards Plan) or exercise of other remedies as outlined in the Contract.

The Company reserves the unilateral right to modify any of these documents, and will publish notice of any change before that change is made effective. It is the responsibility of the Member to regularly review these Policies and Procedures as posted on [www.cluborenda.com](http://www.cluborenda.com) and to operate in compliance with the Contract. A hard copy can be provided at the request of the Member.

### **1. Becoming a member**

A. An individual may enroll as a Member by submitting to the company a completed Membership Agreement form, along with the full, one-time payment of \$30.00 USD Set Up fee for the chosen Membership package (Standard \$75USD, Premium \$250USD or Elite \$500USD). All Members also agree to pay an on-going \$20.00 USD per month Back Office, Travel Portal and Medical Evacuation Plan fee. This fee is charged one month after you activate your membership. Please note that the Medical Evacuation Plan is reserved solely for the name on the Membership Package.

In addition, all Members agree that in order to participate in the Club Orenda Residual Income portion of Compensation Plan, they must agree to either, an on-going \$100.00 USD per month fee, or generate 4 Club Orenda Card sales every month. Member Agreements may be submitted via the company website, facsimile, mail or personal delivery. The company reserves the right, in its sole discretion, to refuse any member agreement or reinstatement.

B. Other than the initial Elite Membership fee (as posted), and the Elite Member monthly membership fee (as posted) and any applicable reinstatement fee (as described in this agreement), no product or service purchase is required to obtain and maintain an Elite Membership. All additional purchases are optional. A Member is responsible to disclose this information to all potential Members that Member introduces into the Company business opportunity. A Member continues to be in good standing so long as all fees are kept current.

C. The applicant is deemed a Member on the date the Member Agreement is accepted by the Company, in its sole and absolute discretion. It is recommended to those who apply on the internet submit a signed copy of the Member Agreement for the protection of the Member. Upon acceptance by the Company of the applicant's Member Agreement, the Member is bound by the Contract.

D. Member Legal Entity:

1. When the applicant is a legal entity, the Member Agreement must be signed by someone authorized to sign on behalf of the legal entity and must include the name of the legal entity. In addition to the Member Agreement, such applicant must submit to the Company a "Legal Entity Form" that includes a Federal Tax Identification Number.

2. With each Legal Entity form submitted, the signature and tax identification number (e.g., Social Security number) of each person having a beneficial interest in the Legal Entity must appear on the form. Principals, officers and members of the board of directors of non-profit organizations are considered to have beneficial interest and are required to be listed on the Legal Entity form. Legal Entities must follow the same enrollment procedures as other applicants, including submitting all necessary documentation by fax, mail or personal delivery. A Legal Entity may be asked to submit a copy of the Articles of Organization, Articles of Incorporation, Certificate of Good Standing or any other similar business document.

E. A Member who wishes to change its status from that of an individual to a Legal Entity under the same sponsor may do so at any time, subject to applicable law, and upon completion and submission to the Company a Legal Entity form.

F. An Elite Member may not convey, sell, assign, or otherwise transfer any right or position conveyed by the Elite Member Agreement to any person or entity without the express, prior written consent of the Company, which consent will not be unreasonably withheld. A request to sell must be submitted to the Company in writing. To transfer an Elite Membership, the Elite Member must be active and in good standing with the Company. The purchaser must fulfil all qualifications of an Elite Member and must pay the membership fee. The buyer or seller must pay a transfer fee of 500.00 USD. An existing Elite Member may not purchase or partner in another Elite Membership. A transferred Elite Member will be assigned a new

Elite Member identification number, but will maintain the applicable downline organization, position in the organizational held before the approved transfer. An Elite Member may delegate its responsibilities but is ultimately responsible for ensuring compliance with the Contract and applicable laws and regulations. An Elite Member who transfers its Elite Membership will not be eligible to re-apply to become an Elite Member for a period of no less than six (6) months after the Company has approved the transfer. Dissolution of a jointly held Membership must occur in a way that does not disturb the income or interests of the upline and Downline organizations of the Members involved. When dissolving a jointly held Membership, Members should be aware of the following: After a jointly-held membership is dissolved, any one of the joint owners may operate the Membership, but the other joint owners must relinquish their rights to, and interests in, the Membership. The Company will not divide nor reassign any of the Downline organization of the jointly held Membership. The Company will not split Commissions between joint owners. Should one Member marry another Member they may elect to maintain separate Memberships. In the case of a Member's death, Member rights will be transferred to the legal successor in accordance with applicable laws. It is the responsibility of the successors to notify the Company in a timely manner of the death by writing to the Company by the executor of the estate or next of kin. A certified court order and death certificate must be submitted to the Company for the Membership to be transferred to the legal successor. Successors in interest must comply with current program requirements and are subject to these Policies and Procedures. If the legal successor wishes to terminate the account, a written, signed statement of request to terminate must be submitted along with appropriate legal proof of demise. To affect a transfer of a Membership due to incapacitation of a Member, the successor must provide the following:

- (1) a notarized copy of an appointment as trustee;
- (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Company business; and
- (3) a completed Member Agreement executed by the trustee.

1a. Member Agreement and Restrictions A Member must comply completely with all terms and conditions and policies and procedures of the Contract. A Member must be eighteen (18) years or older at the time of enrollment. However, certain travel arrangements (i.e. car rental, cruises, and some hotels) may require someone of an age of twenty-one (21) years or older to make reservations. A Member Agreement that is incomplete or incorrect in any respect may be considered invalid. A Member is prohibited from submitting any false or inaccurate information to the Company. Enrolling any individual as a Member without the individual's knowledge and consent is prohibited. The Company reserves the right to immediately terminate a Member or declare the Membership void from its inception, if the Company determines that false or inaccurate information was provided. A Member must submit a Member Agreement in its country of residence. Upon request of the Company, a Member may be required to provide proof of residency and proof of ability to legally conduct business in the country that corresponds with the Member Agreement. A Member must inform the Company of any changes affecting the accuracy of the Member Agreement or the Legal Entity form. Changes must be submitted on a new Member Agreement and/or Legal Entity Form with "Amended" marked at the top. The Company reserves the right to charge a fee to change a Member identification number. Changes to address, telephone number, addition of person(s), or the correction of clerical error(s) will not be assessed a charge. A

Member identification number will be issued upon the Company's acceptance of the Member Agreement. Federal Tax Identification Numbers must be provided to the Company for tax and identification purposes. All personal information will be kept confidential under the Company's privacy policy. A Member who has engaged in Member activity may not have, encourage or facilitate a simultaneous beneficial interest, or participate, in more than one Member business center (position/ Membership). A beneficial interest includes, but is not limited to, any ownership interest directly or indirectly in a Membership as a shareholder, partner, trustee, beneficiary, or principal; any control or ability to control a Membership; any direct or indirect receipt of income derived from a Membership; familial support derived from a Membership and any other similar interests pertaining to a Membership. A spouse may have an ownership interest in a Membership, separate from the other spouse so long as they are not cross-line to one another.

1. Any person who should be listed on the Legal Entity form of a Legal Entity is considered to have a beneficial interest in the Membership existing in the name of that Corporate Entity. If a participant of the Legal Entity wishes to become a Member, the person must be added to the Membership previously formed with that Legal Entity.

2. A Legal Entity is considered to have a beneficial interest in the Membership existing in the name of any person listed on its Legal Entity form. To become a Member, the Legal Entity must be added to the Member Agreement previously formed with that listed person. 3. No Legal Entities may become a Member if any person who should be listed on the Legal Entity's Legal Entity form is already a Member under another Membership.

J. Any person who has engaged in Member Activity may not at any time acquire an interest in or merge with a pre-existing Membership.

K. Members, who have purchased a "Elite Member" membership, may, within thirty (30) days of enrollment, cancel with a refund, so long as there has been no travel booking by Member. All refunds will be subject to an administrative fee of fifteen percent (15%). No refunds will be given where travel has been booked through the booking engine.

Refund will be done after deduction all the benefits awarded by the member. Refunds will be credited to the same form of payment as that used to purchase the membership. All rewards given as a result of an account that is cancelled under this paragraph shall be "clawed back." 1b. Member Status as an Independent Contractor A Member is an independent contractor. A Member is not an agent, employee, partner, or joint venture with the Company and is prohibited from representing itself as such. A Member has no authority to bind the Company to any obligation. The Company does not dictate Member hours, expenditures, or plans, etc. No printed or verbal representations may be made stating or implying otherwise. A Member may establish its own selling or marketing methods in as much as they abide by all Company Policies. A Member is responsible for its own business decisions and expenditures. A Member is responsible for paying its own self-employment taxes, federal income taxes and other taxes as required by law. A Member is personally responsible for compliance with all federal, state, and local laws and regulations. A Member must represent the Company products, services, and opportunity ethically and professionally. 1. No representation or sales offer may be made relating to products and services which are not accurate and truthful as to

price, grade, quality, performance, and availability. 2. No misstatement or misrepresentation of any kind may be made by the Member.

D. A Member may not rely upon the Company or any of its divisions to provide legal, financial, or other professional advice.

E. A Member may not claim to have a unique relationship with, advantage with, or access to Company executives or employees that all other Members do not have.

1c. Reinstatement and Termination An Elite Membership extends for each month that the respective monthly fee is paid, from the acceptance date. If a Membership lapses, an Elite Member may renew their membership by paying 1 month previous and current month subscription for a total of 120.00 USD. A Member may terminate at any time and for any reason by submitting a written notice to the Company of intent to terminate. The written notice must be signed by all participants of the Membership. Termination becomes effective as of the date the notice is received by the Company. Certain obligations regarding confidentiality of information, and otherwise as specified, survive the termination of the Contract. Certain Membership arrangements are subject to a liquidated damages agreement wherein cancellation requires payment of all contractual amounts of the agreement. An Elite Member who chooses to terminate its Elite Membership is eligible to reapply to be an Elite Member twelve (12) months after the date of termination. During this twelve (12) month period, the former Elite Member is not permitted to participate in any Member activity or in the building or development of a Downline organization. The twelve (12) month waiting period will begin after the Company receives a termination notice in writing from the terminating Elite Member. 1. Anyone with a beneficial interest in the terminating Membership will be subject to the same twelve (12) month restriction that applies to a terminating Member. 2. The terminated Member, upon re-application for Member status, will be considered as if it had never been a Member, will be required to follow standard application procedures, including payment of the initial membership fee. Prior rights to commissions, rank, title, downline organization, or position in any former line of Sponsorship will not be retained. A Member may not encourage, entice, or otherwise assist another Member to transfer to a different sponsor or sponsor. This includes, but is not limited to, offering financial or other tangible incentives for another Member to terminate an existing Membership or go inactive and then enroll again under a different Sponsor. The Company may impose penalties on any Member that solicits or entices an existing Member to change lines of Sponsorship. 1d. Enrollment and Sponsoring All active Members in good standing, as determined by the Company, have the right to enroll and sponsor other individuals into the Company Business Opportunity. Upon acceptance by the Company, the applicant is placed in the Downline organization of the Sponsor listed on the Member Agreement. The Sponsor listed on the Elite Member Agreement will receive rewards for the participation of the new Member, as outlined in the Rewards Plan. The new Member has the ultimate right to choose its Sponsor. In the event two Members claim sponsoring rights of the same Member, the Company will not mediate such disputes and shall regard the first completed Member Agreement received by the Company as controlling. Once an applicant has submitted a Member Agreement, other Members shall not attempt to convince the applicant to change Sponsor and/or Placement to another Downline organization. All requests for modification of Member status, including a change of Sponsor or Sponsor, should be submitted in writing to the Company. Such requests will be considered on a case by case basis. In no event will the Company agree to changes involving a Member who has

achieved the rank of Team Leader or above.

When sharing the Company Opportunity with prospects, Members are required to present the program in its entirety, without omission, distortion or misrepresentation. Any additional offers or agreements made by a Member in connection with the Company Opportunity are prohibited and may result in termination of the Member. To be a successful leader of the Elite Members in its Downline organization, a Sponsor should:

E. 1. give regular training, sales and business development support, guidance, and encouragement to the Downline organization. A Sponsor is encouraged to maintain an ongoing, positive, professional association with other Members and provide ongoing customer service to each Customer the Sponsor refers to the program; exercise its best efforts to ensure that all Members in its Downline organization properly understand and comply with the terms and conditions of the Contract and applicable national and local laws, ordinances, and regulations; provide training to ensure that opportunity meetings conducted by its Downline organization are conducted in accordance with the Contract, and in accordance with any applicable laws, ordinances and regulations; intervene in any disputes arising between any Members in its Downline organization and attempt to resolve the dispute promptly and amicably.

F. As Members progress through the various levels of leadership, they will become more experienced in sales techniques and understanding of the Company Opportunity. Experienced Members are expected to share this knowledge with lesser experienced Members.

G. Indemnification and Hold Harmless. Member agrees to indemnify and hold harmless Company of and from any and all claims, injuries, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, to the extent caused by or arising out of or relating to the activities (including travel and related activities and events) of Member. In no event shall the maximum liability hereunder exceed the amount actually paid by Member under this contract."  
Advertising and Promotion

A. Members shall not repackage, alter or re-label any product or any written or electronic promotional material.

B. All Member printed material or other promotional materials must include the title "Elite Member" in a prominent fashion, so as to avoid any confusion with Company materials. Such identification must accompany any business title. When wishing to utilize a Company logo, Members must use the designated Member logo, made available by the Company for Members.

C. Members may not use the Company's trademarks, or any confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake, or deception as to the source of the products or services advertised. 1. A Member may not use the Company's trademarks or any confusingly similar variation of its trademarks in a business name, e-mail address, internet domain name or sub-domain name, telephone number, or in any other address or title, except in the sub-domain of the replicated websites provided by the Company, without prior approval from the Company. This provision also includes the body of a website or other

promotional material. The name of the Company and other names as may be adopted by the Company are proprietary trade names and trademarks of the Company. As such, these marks are of great value to the Company and are supplied to associates for associate's use only in an expressly authorized manner. Member agrees not to advertise the Company product in any way other than the advertising or promotional materials made available to Member by the Company. Member agrees not to use any written, printed, recorded or any other material in advertising, promoting or describing the product or the Company marketing program, or in any other manner, any material which has not been copyrighted and supplied by the Company, unless such material has been submitted to the Company and approved in writing by the Company before being disseminated, published or displayed. These provisions survive the termination of the Contract. 2. Members may not use the Company's trademarks on non-approved Sales Tools. No Member, may promote and offer for sale promotional items or sales tools generally or specifically to other Members. The Company may waive this limitation, at its sole discretion. Such waiver must be in writing.

D. The Company maintains an official corporate website and makes available a replicated website for all Members. Those websites link directly to the corporate website and facilitate the enrollment of other Members. These replicating websites provide sufficient information and technology to sell Company products and Members are prohibited from using other websites to sell Company products.

E. A Member may not advertise, publish, use or promote any travel pricing obtained from the Company website (including screenshots), or the replicated website in any manner.

F. The Company privacy policy applies to all websites and, in accordance, all personal information gathered from the website must be protected from being sold or used by any other party.

G. A Member may advertise by means of newspaper advertisements, phone book listings or e-mail advertisements. All such advertisements must include "Elite Member" in such a manner that it is clear that the advertisement is made by the Member. No travel pricing obtained through Membership can be used in advertising of any form. All advertisements sent via e-mail, telephone, or facsimile must comply with all anti-spamming and no-contact laws for the state, province, territory or country where the intended recipient resides. The Member is under obligation to research and comply with all laws concerning unsolicited commercial e-mail. Under United States law, it is unlawful "to use any telephone, facsimile machine, computer, or other device to send an unsolicited advertisement. Electronic mail advertisement means any e-mail message, the principal purpose of which is to promote, directly or indirectly, the sale or other distribution of goods or services to the recipient." (CAN-SPAM Act of 2003.)

H. The Company's literature and media are copyrighted by the Company and may not be duplicated without written consent.

I. The Member is responsible for any verbal and written statements made regarding the Company that are not expressly contained in writing in the current Member Agreement, or advertising or promotional materials supplied directly by the

Company. The Member must indemnify and hold the Company harmless from any and all liability including judgments, civil penalties, fines, refunds, attorney fees, court costs or lost business that may incur as a result of any unauthorized representation made.

J. A Member may not offer or promote any non-Company plans, products, incentives, opportunities, or non-approved sales tools in conjunction and simultaneous with the promotion of Company products or opportunities.

K. At Company-sponsored events, Members may not sell or promote non-Company products or services, or use any form of promotion deemed inappropriate by the Company, at the sole discretion of the Company. Company products may be sold at tradeshow events as long as the product is not sold or displayed with other non-Company products.

L. A Member may not use a celebrity endorsement without written approval from the Company and the specific, prior, written approval of the endorsing celebrity for each use of the celebrity's name.

M. All media inquiries must be immediately referred to the Company. Any Member that violates this rule is subject to immediate termination.

N. All Members sharing a testimonial or life experience relating to the product or Company must confirm that the experience is true and accurate to the best of their personal knowledge.

O. Members are prohibited from making any claims regarding income derived from Membership.

P. Members may not sell Orenda Holdings products or promote the business opportunity in countries or territories that have not been officially opened by Orenda Holdings. Any violation of this rule constitutes a material breach of this agreement and is grounds for immediate termination of the Membership.

Q. Members understand that the projected reward payout figures depicted in the Orenda Holdings Rewards Plan document are intended to explain the components and operation of the Orenda Holdings Rewards Plan. They are not intended to be representative of the income, if any, that a Orenda Holdings Elite Member can or will earn through his/her/its participation in the Orenda Holdings Elite Membership opportunity. These figures should not be considered as guarantees or projections of your actual earnings or profits. Any representation or guarantee of earnings, whether made by Orenda Holdings or another Elite Member, would be misleading. Success with Orenda Holdings results only from the Elite Member's individual successful sales efforts, which require hard work, developed skills, diligence, and leadership. The Elite Member's success will depend upon how effectively the Elite Member exercises these qualities.

R. Elite Member lists and names are owned by Orenda Holdings and may never be used for any commercial purpose without prior written consent of Orenda Holdings. During the term of this Agreement, Elite Member shall not engage in selling or promoting travel or travel related products for other companies. Elite Members shall not, directly or indirectly, solicit or try to recruit other Orenda Holdings Elite

Members into any other network marketing opportunities or companies, using the contacts obtained from affiliation or membership with Orenda Holdings .

## 11. Participation

A. The Company reserves the right at any time to limit Program enrollment. B. The Company may discontinue a Member's membership in the Program and void or cancel the Member's entire loyalty points balance if (i) any of this points in the Member's account are issued, received or redeemed through fraud or theft, or otherwise illegally, or not as authorized in the Agreement; or (ii) if the Member cancels their Orenda Holdings Program Membership.

## 12. Limitation of Liability

NEITHER THE COMPANY, NOR ITS AFFILIATES, PARTNERS OR THE COMPANY'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, TRAVEL CANCELLATION, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF OR DAMAGE TO REVENUE, PROFITS, SAVINGS, GOODWILL OR DATA) (COLLECTIVELY, "LOSSES AND DAMAGES"), DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO (I) THESE TERMS OF AGREEMENT; (II) THE PROGRAM; (III) ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING THE PROGRAM; (IV) ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (V) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT THE PROGRAM; OR (VI) THE PURCHASE, REDEMPTION FOR OR USE OF ANY HOPPOINTS OR ROCKET REWARDS. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE COMPANY OR ITS AFFILIATES OR REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES AND DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

## 13. No Warranty

THE PROGRAM IS PROVIDED "AS- IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PROGRAM.

## 14. The Program May Be Suspended, Changed or Terminated

A. The Company reserves the right, at its sole discretion, to suspend, change or terminate the Program, in whole or in part. The Company may make these changes even though the changes may affect the value of Rewards already accumulated at any time and from time to time. B. Members should not rely upon the continued availability of the Program, or any earning or redemption offers, or other offers made in connection with the Program. All offers are available while supplies last and are subject to change and/or revocation without notice.

## 15. Disciplinary Proceedings

A. A Member's rights relational to the Contract are dependent on the Member's compliance and continued performance in accordance with the terms of this Contract. Violation of any term of the Contract will result in the withdrawal of the Member's rights. The Company reserves the right to determine when a policy violation has occurred and to discipline, terminate or exercise any other disciplinary action as deemed appropriate. In the event of a violation, the Company may take one or more of the following corrective measures: 1. monitor the Member's activities for a specific period of time to ensure compliance with all Policies; 2. issue a written notification of the violation and of the Company's intent to discontinue rights and proceed with further disciplinary action; 3. request that the Member take immediate corrective measures and offer additional assurances that the Member will remain in compliance; 4. deny privileges to the Member that would otherwise be granted such as participation and/or promotion in the Rewards Plan, the ability to Enroll or Sponsor other Members, the ordering of products and services, and the participation in Company sponsored events; 5. exact a fine with the amount at the discretion of the Company dependent on the severity of the breach of Contract; 6. adjustment of the Member status or the reassignment of part of all of the Downline organization; 7. termination of the Member. Upon termination, the Member must immediately cease to represent itself as a Member of the Company. B. While an alleged violation is being investigated, the Company reserves the right to suspend the rights of the Member which may include withholding commissions and bonuses, and limiting Sponsorship rights. The Company may request additional information from the Member in relation to the alleged violation. The Company will then make a decision based on the information available and presented. C. The Company will evaluate each violation on a case-by-case basis and will make an appropriate decision based on all information available. Disciplinary actions may not be the same for similar violations. The Company will promptly notify the MEMBER of its decision. The Member reserves the right to appeal the decision. D. A Member terminated per Company decision must wait one (1) year prior to submitting a formal written appeal to reapply for a Membership. E. The Company may attribute to the Member the non-compliant activity of any participant in the Membership, including all those listed on the Legal Entity form and all remedies will be applied to all members of the Membership. F. Reports of policy violations must be brought to the attention of the Company within ninety (90) days of the initiation of the alleged policy violation. Policy violations reported after that time period will not be reviewed so as not to disrupt the ongoing business activities of Members. All reports of policy violations must be submitted to the Company in writing. The Company will not report the results of investigations and/or of actions taken to complaining parties.

## 16. General

A. Company's failure to enforce a particular term or requirement does not constitute a waiver of that term or requirement by the Company. B. All questions or disputes regarding eligibility for the Program will be resolved by the Company at its sole discretion. C. Company reserves the right to audit any and all accounts at any time and without notice to the Member to ensure compliance with this Agreement. In the event that an audit reveals discrepancies or violations, the processing of payments may be delayed until the discrepancies or violations are resolved satisfactorily to the Company. Pending such resolution. D. From time to time, the Company may offer special benefits to those Members who achieve certain milestones within the Program, such special benefits determined and provided at the sole discretion of the Company. E. By participating in the Program, you agree that the laws of the State of Arizona, without regard to its conflict of laws rules, will govern these Terms of Agreement, as well as your and our observance of them. F. As a condition of participating in this Program, you agree that (1) any and all disputes, claims and causes of action arising out of or connected with this Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in PHOENIX, ARIZONA; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to seek recovery for, and you hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waive any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of the Agreement, or the rights and obligations of you and Company in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Arizona, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. G. The party who makes the travel reservation must also be a member of the party travelling, as part of the reservation. No travel reservations may be made on behalf of other individuals unless the reserving party is travelling as part of the group which includes those other individuals.

## 17. Code of Ethics.

A. Company is values-based and strives to encourage the quality and character of Members. The following code of ethics helps ensure a uniform standard of excellence throughout Company's organization. Member agrees to practice the following ethical behaviours when operating its Membership. Each behavioural part of the Code of Ethics is material to the Agreement. Member will actively work to establish and maintain a retail customer base.

Member will be respectful of every person Member meets while operating Member's Membership. At all times Member will conduct itself and its business in an ethical, moral, legal, and financially sound manner. Member shall comply with all country, federal, state and municipal laws relating to its business and shall not engage in any unlawful or illegal trade practices or business activity. Member must conduct all activity in the best interests of the Company.

Any personal disputes between Members must be resolved quickly and in the best interests of the Company. Member will not engage in activities that may bring disrepute, or which are disparaging, to Company, any Company corporate officer or employee, Member, or other Members. Member will not make discouraging or disparaging claims toward other Company Members. Member will ensure that in all Company business dealings Member will refrain from engaging in negative language, disparaging statements and/or defamatory statements.

Member will be truthful in Member's representation of Company Products and make no claims regarding the benefits of Company Products that violate the law, or these Policies and Procedures. Member will provide support and encouragement to Member's Customers and Downline to ensure that their experience with Company is a successful one and will clearly state all terms of sale. Member will offer to provide follow-up service and support to its Downline as is reasonably necessary to assist them in building a retail customer base and a Downline organization.

Member will correctly represent the Rewards Plan and the income potential represented therein. Member understands that Member may not use its own income as an indication of others' potential success, or use compensation earnings as marketing materials. Member understands that Member may only disclose its income to recruit a potential Member(s) after Member has given a copy of any currently published Company Income Disclosure Statement to the potential Member(s). Member shall make personal or telephone contact with potential applicants and Customers in a reasonable manner and during reasonable hours to avoid Intrusiveness.

When making a sales presentation, Member shall discontinue it immediately upon the request of the recipient. Member shall take appropriate steps to protect the private information of its Customers and Downline organization. Member shall respect the lack of commercial experience of potential applicants and actual retail customers and Downline participants.

Member shall not abuse the trust of customers and Downline Members, nor shall Member exploit their age, illness, lack of understanding or unfamiliarity with Language. Member will not engage in cross-line or cross-company recruiting.

Unfair Competition.

1. Non-solicitation during Agreement. Member is free to participate in other non-travel direct selling, multilevel, or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, unless authorized in writing by an officer of Company, during the term of this Agreement, Member shall not directly or indirectly solicit, recruit, or attempt to solicit or recruit other Company Members, Elite Members, or Customers to any other Network Marketing business, other than those Member has personally sponsored. This includes general solicitations on Member's social networking site where Member's "friends" include persons not personally Sponsored by Member and who are Members. It also includes merely mentioning Member's participation in another Network Marketing Business. Accordingly, if participating in another Network Marketing business, Member agrees that:

2. Member shall not display any non-Company Products and Sales Aids with, or in

the same location as Company Products or Sales Aides; Member shall not offer any non-Company program, opportunity, product, or service in conjunction with the Company opportunity or Products to prospective or existing Customers or Members; Member shall not offer any non-Company opportunity, products, or services at any Company-related meeting, seminar or convention, or within two hours and a five mile (8 kilometres) radius of the Company event. If the Company meeting is held telephonically or on the internet, any non-Company meeting must be at least two hours before or after the Company meeting, and on a different conference telephone number or internet web address from the Company meeting.

**Non-solicitation after Termination or Expiry.** For a period of twelve (12) calendar months following termination or expiry of the Agreement or such period as may be legally enforceable, with the exception of those Members which Member personally sponsored, Member may not recruit any Member or Customer for another Network Marketing business. Member recognizes, understands and agrees that because network marketing is conducted through networks of independent contractors in many countries, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provisions herein would render it wholly ineffective. Therefore, Member and Company agree that this non-solicitation provision shall apply to all markets in which Company conducts business. This subsection shall survive termination or expiry of the Agreement.

**Trade Secrets.** Notwithstanding any other provision of this Agreement, Member shall never use Company trade secrets and confidential information, as further described herein, to solicit, recruit, or attempt to solicit or recruit, whether directly or indirectly, other Company Members or Customers to any other Network Marketing business.

**Sale of Competing Goods or Services.** While a Member, Member shall not sell, or attempt to sell, any programs, products, or services to Company Customers or Members that compete with Company Products (i.e. travel products). Any program, product, service, or Network Marketing opportunity in the same generic categories as Company is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

**Targeting other Direct Sellers.** Member agrees to refrain from systematically targeting members of another Network Marketing business to be a Member. If any lawsuit, arbitration, or mediation is brought against Member alleging that Member engaged in such prohibited activity, Member shall indemnify Company against all claims, actions, suits, and demands arising from or related to the systematic targeting.

**Disparagement.** Member shall not demean, discredit, defame, or make misleading comparisons with other companies, competitors of Company, Member organizations or systems, or Members in an attempt to promote Company Products, or to entice another Member to become part of Member's marketing organization, or to enroll in Company.

**Line Switching, Cross Sponsoring, Cross Recruiting and Enticement.** Member and Company agree that maintaining the integrity of the line of sponsorship in a Membership organization is fundamental to Network Marketing, Accordingly, Member agrees to not engage in Line Switching, Cross-Sponsoring, Cross Recruiting, and Enticement. "Line Switching" means applying for and becoming a Member (a) when already a Member, (b) when holding a beneficial Interest in another Membership; and/or (c) when less than twelve (6) months have passed since having been a Member or having held a beneficial Interest in another Membership. "Cross Sponsoring" or "Cross Recruiting" means the enrollment of another Member (including a Member whose Agreement was terminated within the preceding twelve (6) months or has Sponsored or purchased Product in the preceding twelve (6) months) to a different line of sponsorship. "Enticement" means soliciting, encouraging, offering benefits, or in any way aiding another Member to

Line Switch and/or Cross-Sponsor. Member shall not use financial enticements or other incentives to persuade a Member to change its, his or her line of sponsorship or business building system.

1. Member shall not use a spouse's or relative's name, trade names, assumed or fictitious names, legal entities, false government issued identification numbers, or fictitious Identification numbers to circumvent this policy.

2. Because Line Switching, Cross- Sponsoring, Cross Recruiting and Enticement can be so detrimental to Company and to the Members involved, Member has an affirmative obligation to notify Company as soon as is reasonably possible if Member knows of or has reasonable grounds to suspect another Member has breached these covenants.

3. Should Member breach these covenants, Company shall take any action deemed necessary to be consistent with this Agreement. Activity Reports. Company desires to protect Member, other Members and Company from unfair competition. Company provides Member access and viewing of a Member back-office program and other business tools, which include Member information, including but not limited to all Members; organization lists; Downline organizations; names; addresses; email addresses; and telephone numbers contained in the Company database, in any form, including, but not limited to, hard copies, electronic or digital media (collectively the "Activity Reports"). Such data is Company's confidential and proprietary property. Company has derived, compiled, configured, and currently maintains the Activity Reports through the expenditure of considerable time, effort, and monetary resources. Activity Reports, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of Company, which Member shall hold confidential. Member and Company agree that— but for this agreement of confidentiality and nondisclosure— Company would not provide Activity Reports to Member. Member's right to disclose the Activity Reports and information contained therein and other Member information maintained by Company is expressly reserved by Company and may be denied at Company's discretion.

1. Purpose. Activity Reports are made available to Member for the sole purpose of assisting Member in working with Member's Downline organization in the development of Member's Downline business within Company's Rewards Plan. Member may use Member Activity Reports to assist, motivate, and train Member's Downline organization.

2. Limited Use. Member's access to any Activity Report is password protected. Activity Reports are provided to Member in strictest confidence. Such Activity Reports shall not be disclosed by Member to any third party or be used for purposes other than in the performance of Member's obligations under the Agreement and for Company's benefit without Company's prior written consent. Any unauthorized use or disclosure of Activity Report constitutes misuse, misappropriation, and a violation of the Member Agreement and may cause irreparable harm to Company.

3. No Improper Disclosure. Member shall not, on Member's own behalf, or on behalf of any other person: a. directly or indirectly disclose any information contained in any Activity Report to any third party; b. directly or indirectly disclose the password or other access code to the Activity Report; c. Use the information to compete with Company or for any purpose other than promoting Company business; d. Recruit or solicit any Member listed on any Activity Report or in any manner attempt to influence or induce any Member to alter its, his or her business relationship with

Company.

4. Return. Upon Company's demand and always upon termination of the Agreement, Member shall return to Company the original, and all copies of any Activity Reports and any confidential or trade secret information taken therefrom (whether paper or electronic) that is in Member's possession or subject to Member control.

5. Breach. In the event Member breaches any of the covenants of this subsection on Activity Reports, Company may terminate Member's membership and Company may seek injunctive relief to prevent irreparable harm to Company or any Member. Company may also pursue all appropriate remedies under applicable law to protect Company's rights to Activity Reports; any failure to pursue such remedies will not constitute a waiver of those rights.

6. No Warranty of Information. All information provided by Company, 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 but not limited to 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; credit card; and electronic check charge-backs—the information is not guaranteed by us or any persons creating or transmitting the information.

To the extent allowed by law, ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS 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, COMPANY AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO MEMBER 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 OR BONUSES, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF COMPANY 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, COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO MEMBER 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.

18. Insurance.

A company does not extend coverage under any of its policies to Members. If

Member uses Member personal property (e.g., car or computer) or a home for business use, such property may not be covered for loss or damage and Member releases Company from any claims arising from or related to the operation of Member's membership. Reporting Policy Violations. To assist Company in maintaining a level playing field for all Members and to maintain the integrity and longevity of Company, Member agrees to report violations of the Policies and Procedures immediately to the Compliance department complete with all supporting evidence and pertinent information.

The Compliance department can at times more effectively enforce the Policies and Procedures when disclosing the source of the allegations; however, the Compliance department will honor all requests for confidentiality. It is the policy of the Company to maintain confidentiality of all aspects of any reports or of any disciplinary proceeding, including the results of such proceedings. Release for use of Photo, Audio, or Video Image, and/or testimonial Endorsement. Company may take photos, audio or video recordings, or written or verbal statements of Member at Company events. Member agrees to and hereby grants Company the absolute and irrevocable right and permission, to use, re-use, amend, edit, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/ or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of Company, or in any other name.

Regardless of any other agreements or contracts Member may have with any other entity, Member agrees that any use by Company as set forth in this section shall be royalty free, is a work made for hire, and is not subject to any other claim. Member agrees to defend and indemnify Company against any claims by any other party arising out of Company's use of the rights granted herein. Member confirms that the information Member may give as a testimonial, endorsement, or as represented in a photograph, video or audio is true and accurate to the best of Member's knowledge.

Member waives any right Member may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be made of it. Member is responsible for its own actions, including all statements both written and verbal, in relation to the Company and the Member. The Member agrees to indemnify and hold the Company harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs and other business loss incurred by the Company as a result of the Member's non-compliance with policies and procedures as outlined in this Contract.

Each Member shall defend and hold the Company harmless from any claim, damages, or liability arising out of a Member's business or advertising, or resulting from statements that may be illegal and or claims not approved by the Company. This provision survives termination of the Member. Member is responsible to provide correct and true information to Company, including tax identification numbers.

Failure to provide true tax identification numbers will result in discipline by the Company, including, but not limited to, withholding tax authority penalties from

Member commissions. The terms of the Contract, as set forth herein, shall be deemed severable. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions. A Member may not solicit legal, financial, or other professional advice of the Company or its employees. Company employees cannot be held responsible for any advice given as it is the responsibility of the Member to build and manage its own business.

When a Member has a grievance or complaint with another Member relating to their respective businesses, the complaining Member should first report the problem to the Sponsor who will review and attempt to resolve the matter. If the matter cannot be resolved, the problem should be reported in writing to the Company. The Company will review all information and attempt to resolve the problem as appropriate. All Members are responsible to see that the Policies and Procedures are followed.

Problems should be handled at the lowest possible level. All violations of the Policies and Procedures should be referred in writing directly to the Company Compliance Division [compliance@clubOrenda.com](mailto:compliance@clubOrenda.com) Members noticing other Policy and Procedure violations should draw them directly to the attention of the violator. This should solve most problems, as most are caused by lack of understanding.

If drawing attention of the problem to the Member does not solve the problem, violators should be reported to their upline Member leader, together with written details, such as dates, witnesses, etc. If the problem isn't solved by the upline leader, or if two disputing parties have different leaders, the problem should be referred to the Company in writing.

Members have a duty to bring such disagreements to Company before taking any dispute public through the filing of any action seeking judicial and/or arbitration intervention. Upon notification to Company, the Company may confer with anyone at any time concerning any alleged violation of the agreements as may be necessary to conduct an investigation. Upon request by Company to a Member, all documents related directly to an alleged violation shall be delivered to Company for examination.

Any information ascertained during an investigation or hearing shall be treated as confidential, except in cases where the accused member has been determined to have violated federal, state or local statutes. The Company and a Member may, upon mutual written agreement, resolve any breach of this Contract by binding arbitration.

The Member waives all rights to trial by jury or to any court. The arbitration proceedings shall take place in accordance with the existing rules of the American Arbitration Association. Any waiver by the Company of any breach of this Contract must be in writing and signed by an authorized Company officer.

Waiver by the Company of any breach of the Contract by a Member shall not operate or be construed as a waiver of any subsequent breach. The earnings of Elite Members as discussed relating to the Orenda Holdings Rewards Plan are not necessarily representative of the income, if any, that a Orenda Holdings Elite Member can or will earn through his or her participation in the Orenda Holdings Rewards Plan.

These figures or representations should not be considered as guarantees or projections of your actual earnings or profits. Any representation or guarantee of earnings would be misleading. Income success with Orenda Holdings results only from successful sales efforts, which require hard work, diligence and leadership. Your success will depend upon how effectively you implement these qualities.

If you have any questions regarding the Program, feel free to contact the Company at [compliance@clubOrenda.com](mailto:compliance@clubOrenda.com)