



Policies & Procedures

BECOMING A PROVISIONRX INDEPENDENT BUSINESS OWNER

An Independent Business Owner is one who has:

- a. executed a dba ProvisionRx (hereinafter called ProvisionRx) Application and Agreement Form, Terms and Conditions and Policy and Procedures accepted and approved by ProvisionRx;
- b. accepted these Policies and Procedures by clicking the "I accept" button at the end hereof; and,
- c. read and agreed to comply with the Terms and Conditions as set forth in the "Terms and Conditions" section by clicking the "I agree" button at the end.

ProvisionRx reserves the exclusive right to accept or reject anyone as an IBO. If an individual is rejected by ProvisionRx, notification of such rejection will be given within thirty (30) days from the date the company receives the IBO Application and Agreement Form.

For a corporation or partnership, the following additional requirements must be met:

- a. The IBO Agreement must include the name of a principal person of the corporation or partnership.
- b. A corporation or partnership must provide ProvisionRx with a Federal Employer's identification number.

IBOs are independent business owners of ProvisionRx and are not to be considered purchasers of a franchise or distributorship. The Agreement between the Company and the IBO does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the IBO. Each IBO holds ProvisionRx

harmless from any and all claims, damages, or liabilities arising out of the IBOs business practices. No IBO has authority to bind ProvisionRx to any obligations. Each IBO is encouraged to set his or her own methods of sale so long as he or she complies with these Policies and Procedures, Compensation Plan, Terms and Conditions and the IBO Application and Agreement Form of ProvisionUS.

IBO SPONSORING, RESPONSIBILITIES AND RESTRICTIONS

An applicant must be of legal age in his or her state of residence (usually eighteen years old.) An IBO may not sponsor another person out of his or her original line. No IBO may transfer from one sponsor to another. In the event that an IBO wishes to terminate his/her IBO status, the IBO may re-sponsor anywhere they choose after a 6 month period. In addition, once a person has been placed, the placement may not be changed under any circumstances.

Each IBO's sales tracking ID numbers must be placed in his/her own sales team. All of the activity of an IBO must take place under its originally established sales tracking ID number. No IBO may recruit an IBO from another ProvisionRx sales team into their own sales team. Any such attempt will result in termination as an IBO.

If one spouse is already an IBO, the non-participating spouse may elect to become an IBO, but must be placed in his or her spouse's sales team or must join the same IBO's business as his or her spouse. If one IBO marries another IBO, neither is required to abandon his/her existing IBO business. Both husband and wife will be allowed to retain his or her existing business.

All new IBOs have the right to receive training and support from their sponsor. A sponsor shall provide information on how to obtain ProvisionRx approved literature. The cooperation and networking among IBOs leads to the total success of all concerned, even where IBOs are in different teams of sponsorship. Networking with other IBOs has many benefits, including the training and motivation of IBOs in a group environment.

All IBOs are encouraged to host meetings and trainings. You may not charge a guest for business or opportunity meetings. You may charge existing IBOs up to \$20 to cover room charges. Accountability may be requested from ProvisionUS at any time to secure the integrity of the field meetings. No event can charge more than \$20 per distributor to help cover expenses. Guests are always free. No other MLM, Direct Sales company, product and/or service of any kind can be promoted or sold on the premises at any ProvisionRx event. Nothing can be sold to any ProvisionRx distributor from another distributor unless it is sold by ProvisionRx. No ProvisionRx distributor can earn directly or indirectly from another ProvisionRx distributor for any ProvisionRx service outside of the Compensation Plan.

Each IBO has the right to sponsor others, who must qualify as an IBO with ProvisionRx. Each person has the ultimate right to choose his or her sponsor. If two IBOs should claim to be the sponsor of the same new IBO, ProvisionRx will regard the first application received by the corporate office as the controlling sponsor. Sponsoring carries the responsibility of encouraging your IBOs and helping them learn the business.

IBOs who sponsor other IBOs must fulfill the obligation of performing a bona fide training, supervisory, support and selling function in the sale of services to the ultimate consumer. An IBO must have ongoing contact, communication and management with his or her personal sponsor. Examples of such supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to ProvisionRx training, and sharing information with those sponsored.

Because of the extremely high 65% payout to the field, most customer support questions on reports, compensation questions and all field related support are answered and handled by the IBO's upline: Direct Sponsor, 1st Upline District Marketing Director, 1st Upline Executive Marketing Director and 1st Upline National Marketing Director. The phone number and email address of each of these upline leaders are listed in the back office of every IBO under the Genealogy section called, "Customer Service."

IBOs will not be allowed to participate in other companies, unless the IBO was already involved with the other company or companies prior to joining ProvisionRx. IBOs who recruit ProvisionRx IBOs to other companies will be terminated. Each IBO further agrees and acknowledges that the identities of ProvisionRx IBOs are confidential and proprietary information of ProvisionRx and as such, are considered trade secrets of ProvisionRx. Each IBO agrees that he or she will not use his or her knowledge of the identities of ProvisionRx IBOs in any manner whatsoever except for the purpose of promoting and marketing ProvisionRx services.

Should an IBO cease to be an Independent Business Owner of ProvisionRx, that IBO agrees that he or she will not call on or solicit, either for himself or herself or on behalf of any person, firm, corporation, association, or other entity, any ProvisionRx IBO, customer or vendor with whom the IBO became acquainted, or learned of, while participating in ProvisionRx's sales program for the purpose of inducing or encouraging them to leave or sever their relationship with ProvisionRx. Each IBO further agrees neither to induce nor attempt to induce any ProvisionRx IBO, customer or vendor to terminate his or her relationship with ProvisionRx. Each IBO further agrees that he or she will not, in any manner at any time, hire or attempt to hire any employee or agent of ProvisionRx or otherwise encourage or attempt to encourage any employee or agent of ProvisionRx to leave his or her employment or terminate his or her relationship or employment with ProvisionRx.

RENEWAL

The term of the company IBO agreement is renewed every month on the enrollment date by the IBO remaining on a paid auto order. An IBO is renewed each quarter on the anniversary date if the monthly auto order has been personally paid monthly or at least 100 monthly usages have been produced from the IBO's unique Group Number in accordance with the Compensation Plan. All non-renewals will become INACTIVE and deleted if it remains inactive for 6 months.

TERMINATION

An IBO who voluntarily terminates his or her IBO Agreement, or is a partner in a partnership that terminates its IBO Agreement, or is a shareholder in a Corporation

that terminates its IBO Agreement, must wait at least six (6) months before becoming an IBO, becoming an employee of an IBO, or becoming an active participant with an IBO under a different sponsor. An IBO who voluntarily terminates loses all rights to any Sales Volume, commissions, bonuses, sales team genealogy, privileges and awards of an IBO. ProvisionRx has the right to take quick and decisive action in terminating the contract of any IBO who is found in violation of these Policies and Procedures, the IBO Application and Agreement Form, Terms and Conditions, rules governing the Compensation Plan, or any state, or federal laws, statutes, and/or regulations that pertain to the business of ProvisionRx. We immediately issue a warning communication seeking that the IBO correct their action, and if they are found to have not corrected their action an immediate suspension of all Sales Volume, commissions, bonuses, sales team genealogy, privileges and awards of an IBO are suspended for 30 days, followed by formal termination should the issue persist without correction. Zero Tolerance and we move directly to step 3 if anyone violates our policy of not allowing the cards to be given out on the premises of a participating Pharmacy and/or if you confront a Pharmacy for refusing to accept the card, when the correct action for this is to call 1-800-974-3454 between the hours of 8:30 AM – 5:30 PM to have them address the complaint and/or apply the discounts. Due to the impact on the other IBOs' business, communications will be copied to the sponsor and line of rank IBOs of the IBO being disciplined.

If an IBO wishes to appeal a disciplinary action, ProvisionRx must receive the appeal, in writing, within fifteen (15) days from the date of ProvisionRx's disciplinary or termination notice, unless a greater time period is granted in writing by ProvisionRx. If the appeal is not received within the appropriate time period, the termination will automatically be final. If an IBO files a timely appeal of termination, ProvisionRx will review the circumstances, consider any other appropriate action, and promptly notify the IBO of its decision. The decision of ProvisionRx will be final and subject to no further review. If the termination is not rescinded, the termination will be effective as of the date of the Company's original termination notice.

TRANSFER OF BUSINESS

The IBO may sale and transfer their business prior to any cancelation of their respective business and upon prior approval of ProvisionRx, Inc. and the direct sponsor. The IBO must first submit a communication to cs@provisionrx.com from their recorded email seeking prior approval on the said transfer. After approval the entity the sale or transfer is being made to will apply funding information, application and agreement to terms and conditions at www.transfer.provisionrx.com at which time a new ProvisionRx I.D. number, and group number will be issued to the said new entity. That new position will be moved into the original position with all lines of sponsorship being moved to this new position I.D.

In the event of an IBO death, a transfer will be made under the same guidelines by providing ProvisionRx a certified copy of a last will and testament or qualifying Court probate order, to be delivered to ProvisionRx within 90 days. Should a husband/wife IBO divorce, they must notify ProvisionRx with a signed notarized agreement by both parties, indicating who will manage the IBO business.

ADDITIONAL REQUIREMENTS OF THE COMPANY

No unreasonable, misleading, or intentional misrepresentation of the Compensation Plan or about earnings may be made by IBOs. Income guarantees or representations of any kind are prohibited. IBOs will avoid any suggestion that specific income levels can be achieved, or that it is easy to attain high income levels. Each IBO's success depends on his/her hard work and sales to consumers. Each IBO will always explain that each individual's success depends solely upon the level of effort expended and their personal commitment to the ProvisionRx program.

IBOs occasionally are tempted to represent hypothetical income figures based upon the inherent power of network marketing as actual income projections. THIS IS PROHIBITED. Remember, new IBOs will be quickly disappointed if their results are not as rapid as a hypothetical model would suggest. ProvisionRx believes that a clear understanding of network marketing should be sufficient to make people realize how attractive a business model it is, without resorting to income projections.

The IBO, as an independent contractor, is individually responsible for all verbal and written statements made regarding the services and sales program that are not expressly contained in writing in the current IBO Agreement. Remember, each IBO accepts and agrees to abide by these terms. ProvisionRx compliance staff will assist IBOs, but will also monitor IBOs for compliance. ProvisionRx has an affirmative obligation to identify problems or violations and to deal with them appropriately. ProvisionRx accepts and will diligently perform this responsibility.

Each IBO agrees to indemnify ProvisionRx and hold it harmless from any and all liability, including judgments, civil penalties, refunds, attorney's fees, court costs, or lost business incurred by ProvisionRx as a result of the IBO's unauthorized representations.

USE OF COMMON PASSWORDS

Due to the fiduciary responsibility of ProvisionRx, Inc. we must protect the privacy of the IBO's and therefore we do not allow the promotion, training or use of a common password within a common downline.

USE OF COMPANY NAME, LOGOS AND TRADEMARKS

The names ProvisionRx and other names that may be adopted by ProvisionRx are proprietary trade names and trademarks of the company. As such, those are of great value to ProvisionRx and are supplied to IBOs for the IBO's use only in an expressly authorized manner.

ProvisionRx grants to IBOs only the use of its copyrights, designs, logos, trade names and trademarks without its prior written permission, on the express condition that that the IBO is in compliance with all of these Policies and Procedures, including, specifically, the foregoing Terms and Conditions, and upon the additional condition that the following disclaimer is posted on any website or printed material:

This material is displayed by an Independent Business Owner. ProvisionRx does not sponsor or endorse any materials appearing herein.

ProvisionRx's name, Compensation Plan, products, copyrighted materials, or trademarks may not be used with, or as a part of, any automatic calling devices or "boiler room" operations for any purpose.

IBOs must use their own trade names in all commercial promotional material and communications. No IBO may answer his or her telephone in any manner that would give callers a reason to believe that they have reached the corporate offices of ProvisionRx. Specifically, IBOs will not answer the telephone by saying, "ProvisionRx..."

ADVERTISING

IBOs agree not to advertise ProvisionRx services in any way other than with the advertising or promotional materials approved and provided to IBOs by ProvisionRx. IBOs agree not to use any written, printed, recorded or any other material in advertising, promoting, or describing the services, or the ProvisionRx Compensation Plan, or any material that has not been copyrighted and supplied by ProvisionRx, but pertains to ProvisionRx, unless such material has been submitted to ProvisionRx and approved in writing by ProvisionRx before being disseminated, published or displayed. Nothing concerning ProvisionRx can be advertised or placed directly or indirectly on Ebay or any similar web-based auction.

All display ads, and institutional or trademark advertising copy must be submitted to ProvisionRx and approved in writing by ProvisionRx before publication.

No ProvisionRx IBO may contract for a display-type ad in any telephone directory without approval from ProvisionRx. IBOs may not list their telephone numbers with the telephone company so as to lead directory assistance operators to refer callers searching for the ProvisionRx corporate office or any satellite office to their number.

An example of a company approved listing is:

ProvisionRx Independent Business Owner

IBO's Name

IBO's Telephone Number

MEDIA

All ProvisionRx materials, whether printed, on film, or produced by sound or digital recording, are not to be reproduced in whole or in part by IBOs or any other person except as authorized by ProvisionRx.

IBOs may not represent ProvisionRx on television, cable television, radio, newspaper, blog, or any other electronic or printed media without the prior, written consent of ProvisionRx. All media inquiries should be directed to the ProvisionRx company spokesperson. Prior editorial approval is required to release information on the Internet if the content of the home page pertains to the ProvisionRx business opportunity.

PRESENTATIONS

All public and/or private presentations must include the following disclaimer and must be taped if in a public location and ten or more people are present. Once again, IBOs must also review the Terms and Conditions to which each agrees to abide. In this regard, IBOs shall not promise to pay any income or represent that ProvisionRx will pay any income or other monies that are not articulated in the ProvisionRx Compensation Plan.

THE COMPANY DISCLAIMER

This meeting is being held by an Independent Business Owner, an independent distributor of ProvisionRx services.

The ProvisionRx Compensation Plan does not in any way warrant or guarantee that you will earn or achieve any income or level of income from your participation. ProvisionRx does NOT guarantee any incomes at all. Your results will depend on your ability to sell the services directly and indirectly through your sales organization. ProvisionRx makes no income projections or claims.

TAXES

Just as in any other business, ProvisionRx IBOs will be subject to sales, income, payroll, and self-employment or corporate taxes. The IBO is completely responsible for filing and paying all taxes.

IBOs are independent contractors for federal, state and provincial income tax purposes, and do not have income taxes withheld from compensation. Each IBO is responsible for reporting and paying income taxes to local, provincial, state, or federal authorities. ProvisionRx will provide the appropriate form to regulatory agencies when required. ProvisionRx will provide a copy of this reporting to the IBO annually in accordance with respective tax laws.

IBOs must individually pay self-employment taxes. Forms and instructions may be obtained from the local government office.

AUTO ORDER PROGRAM

Being on auto order insures you never lose your accumulated card give away activity on your enrollment date or future commission checks. If any card give away activity since your enrollment date or future commission checks is ever lost because of not having a paid auto order in the previous 30 days, which is by your enrollment date each month (with an additional 15 day grace period, making it 45 days), then it can never be regained. A declined payment for an auto order will initiate a courtesy email giving you 72 hours to reactivate your auto order or you will lose all accumulated card give away activity since your enrollment date and all future commission checks. Deleted card give away activity or commission checks cannot be regained.

Any service or product discontinued or lowered in inventory quantities and placed on an IBO's auto ship order, if not changed to an item in the current line of services or products available for auto order by the next auto order processing date, will be replaced with a service or product of equal pricing or less. This insures that the IBO

never loses their accumulated card give away activity, commission checks and position.

CANCELLATIONS AND REFUNDS

An IBO shall be entitled to cancel participation in the Compensation Plan at any time and for any reason by returning the membership card to IAB, P.O. Box 224767, Dallas, Texas 75222-4767. ProvisionRx, Inc. allows a full refund as long as the request is made within 10 days of your sign up date and the services are not used or monies earned from our program. Refunds on our training pack are waved upon your agreement that you have been trained on our proprietary information by verifying your training with an electronic signature.

Orders and/or reoccurring orders may include services provided and billed 30 days in the rear. IBO agrees to pay for the provided service in full and will cancel a minimum of 30 days in advance of any order reoccurring date or agrees to pay the final bill in full. Any chargeback, false fraud complaint, or unfunded payment for partial service period will be the responsibility of the IBO and any collection or legal action cost will be the liability of the IBO.

The ProvisionRx services: AmeriDoc™, Prescription Savings, Financial Helpline, Legal Assistance, Roadside Assistance, Identity Theft Protection and Emergency Medical Travel Assistance can only be cancelled by contacting IAB (Independent Association of Businesses) at (800) 275-1171. IAB does all payment processing for the ProvisionRx services stated above. Cancellation and/ or refund of services will be at the discretion of IAB according to their Disclosures/Terms and Conditions and Refund Policy that IBO agreed to upon IAB Membership enrollment. For a full refund the membership card must be returned within the first 10 days to IAB, P.O. Box 224767, Dallas, Texas 75222-4767.

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