



STATEMENT OF

POLICIES and PROCEDURES

RULES AND REGULATIONS

TRIBINIUM CORPORATION

TRIBINIUM CORPORATION
Policies and Procedures Rules and Regulations

SECTION 1

INDEPENDENT DISTRIBUTOR STATUS

1.01 BECOMING AN INDEPENDENT DISTRIBUTOR

No product purchase is required to become an Independent Distributor.

To become a TRIBINIUM CORPORATION (hereafter referred to as “TRIB”) Independent Distributor, each applicant must:

1. Be of legal age to participate in his or her state of residence;
2. Reside in the United States, or a U.S. Territory;
3. Provide a valid Social Security or Federal Tax ID number;
4. Submit a properly completed, original, signed Independent Distributor Application via mail, Fax, or Web Form with the appropriate application fee.

Except where prohibited by law, you are required to pay a \$35 application fee at the time of submission of your Distributor Agreement to TRIB. This payment is an application fee and must be renewed annually for you to retain your Distributor rights. An applicant becomes an Independent Distributor (hereafter referred to as “ID”) of TRIB when the applicant's completed Distributor Application and Agreement has been received and accepted by TRIB at its Home Office. TRIB reserves the right to decline any Agreement for any reason, at its sole discretion.

The TRIB program is built on retail sales to the ultimate consumer. TRIB encourages its ID's to only purchase inventory that will be used as a sales tool, or which will be resold to others for their ultimate consumption. TRIB retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale. In addition, no person is permitted to make a personal order in an ID's business center without written permission from the ID. This written permission must be on file with TRIB.

Each TRIB ID commits to personally sell, or use in business building, the licenses purchased for inventory. ID may keep no more than eight (8) unsold licenses in inventory. No ID may purchase additional licenses for inventory, including any autoship licenses, unless the new license order does not cause the ID to exceed the eight (8) license inventory threshold. Purchasing product solely for the purpose of collecting bonuses is prohibited. No bonuses, commissions or other compensation may be paid to any ID unless it is based on the sale of TRIB products to end users. The TRIB reserves the right to retract commissions paid if it is discovered by TRIB to be generated on fraudulent sales.

ID agrees to use his or her best effort to promote and sell products and services of TRIB to consumers pursuant to the Agreement contained within these Policies and Procedures and Rules and Regulations. In doing so, ID will maintain high standards of honesty, integrity and business ethics when dealing with Consumers, TRIB, or other TRIB ID.

1.02 ID REGISTRATION BY ONLINE, TELEPHONE, OR FAX

The sponsor or the potential new ID may enroll the new ID online at the official corporate website. All online ID applicants are processed and accepted, real time for immediate enrollment. ID Applications will also be accepted by mail or fax. Faxed ID Applications will be enrolled, but all earned compensation will be deferred until the company has received the signed originals through the mail.

1.03 ID BENEFITS

Once an ID Application and Agreement has been accepted by the company, the benefits of the Compensation Plan under Section 9.01 of this Agreement are available to the new ID. These benefits include the right to:

1. Retail TRIB products described in the TRIB Product Brochure and profit from these sales;
2. Participate in the TRIB Compensation Plan under Section 9.0.1.
3. Sponsor other individuals as TRIB ID's and build a marketing organization;
4. Receive periodic literature from the company
5. Participate in company sponsored support, events, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable;
6. Participate in promotional and incentive contests sponsored by the company for its ID's.

1.04 CORPORATIONS, PARTNERSHIPS & TRUSTS

Corporations, partnerships, limited liability companies or other forms of business organizations or trusts may become ID's of TRIB when the Agreement is accompanied by a Federal ID (EIN) number. Shareholders, directors, officers, partners, members, beneficiaries and trustees, as applicable, of ID entity must agree to be and TRIB will hold each personally liable and bound by the Agreement and these Policies & Procedures and Rules and Regulations.

1.05 FICTITIOUS AND ASSUMED NAMES

A person or entity may not apply as an ID using a fictitious or assumed name.

1.06 CHANGES TO ID INFORMATION

All ID's must immediately notify TRIB of all changes to the information contained on his or her ID Application. Changes must be submitted in writing to the corporate office. Changes shall be processed at no charge, one time in each calendar year. Changes must be submitted by November 30 of the calendar year. Each change request over the annual one free change must be accompanied with a fee of \$25.00 to cover the processing of the requested additional changes.

1.07 TERM

Subject to the terms of Section 4.01, the Agreement shall have a term which shall begin on the date of acceptance by TRIB and end one year from the date thereof (the "Anniversary Date").

1.08 RENEWAL

ID's must renew annually, on the Anniversary Date, and ID has the right to decline to accept any renewal at its sole discretion. Renewal is \$20 annually. TRIB may require that ID's execute a new Agreement upon renewal. ID's not renewing by the renewal date shall be deemed to have voluntarily placed their ID position on hold and all rights to commissions and bonuses will be lost until the ID renews said position. ID's who fail to renew their ID status, may not reapply under a new sponsor for three (3) months after non renewal.

1.09 MINORS

A person who is recognized as a minor in his/her state of residence may not be a TRIB ID. ID's shall not enroll or recruit minors into the TRIB program.

1.10 ONE TRIBINIUM ID BUSINESS PER ENTITY

An ID may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one TRIB business center. No individual may have, operate or receive compensation from more than one TRIB business.

In order to maintain the integrity of the TRIB Compensation Plan, husbands and wives may own separate, individual TRIB Businesses, but said businesses must exist within the same downline. An exception to the one business per ID rule will be considered on a case by case basis if two ID's marry, in cases of an ID receiving an interest in another business through inheritance, or any other reason considered valid in the sole opinion and discretion of TRIB. Requests for exceptions to policy must be submitted in writing to the TRIB Legal Department.

SECTION 2

AGREEMENT CONSTRUCT

2.01 POLICIES AND COMPENSATION PLAN INCORPORATED INTO ID AGREEMENT

These Policies and Procedures, in their present form, and with whatever amendments TRIB makes at its sole discretion, are incorporated into, and form an integral part of the TRIB ID Agreement. Throughout these Policies and Procedures, when the term "Agreement" is used, it collectively refers to the TRIB ID Application and Agreement, the TRIB ID Terms and Conditions, these Policies and Procedures, and the TRIB Compensation Plan. These documents are incorporated by reference into the TRIB Agreement with the ID (all in their current form or as amended by TRIB).

It is the responsibility of each TRIB ID to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When sponsoring or enrolling a new ID, it is the responsibility of the sponsor to provide the most current version of all TRIB paperwork, agreements, and applications, prior to the execution of the new ID position.

2.02 PURPOSES OF POLICIES

TRIB is a direct sales company that markets products through ID's. It is imperative to understand that the success of the company is dependent on the integrity of its ID's. To clearly define the relationship

that exists between TRIB and its ID's, and to explicitly set a standard for acceptable business conduct, TRIB has established the Agreement.

ID's are required to comply with all of the Terms and Conditions set forth in this Agreement which the company may amend at its sole discretion from time to time, as well as federal, state, provincial, territorial, and local laws governing TRIB business and their conduct. Because you may be unfamiliar with many of these standards and practices, it is very important that you read and abide by this Agreement.

2.03 CHANGES TO THE AGREEMENT

Due to changes that periodically occur with regard to regulatory issues, the company reserves the right to amend any part of the Agreement and/or prices in its sole and absolute discretion. Your acceptance, by signature of the Agreement (whether physical or electronic) binds you to acceptance of any such modifications to the Agreement. Notification of amendments and modifications shall be published in the official TRIB materials or Web Site. The company shall provide or make available to all ID's a complete copy of the amended provisions by one or more of the following methods: (1) posting on the company's official website; (2) email; (3) fax-on-demand; (4) voice mail system broadcast; (5) company periodicals; (6) inclusion in product orders; (7) special mailings. The continuation of TRIB business by the ID, or their acceptance of earned compensation, constitutes acceptance of any amendments or modifications.

SECTION 3

TRADEMARKS, LITERATURE & ADVERTISING

3.01 ADHERENCE TO TRIBINIUM COMPENSATION PLAN

ID's must adhere to the terms of the Compensation Plan as set forth in the official literature. TRIB products or opportunity shall not be offered through any other system, plan, program, or method of marketing other than that specifically set forth in the official TRIB literature. An ID shall not encourage or require other current or prospective customers, or ID's to execute any other agreement other than the official TRIB Agreement and paperwork. An ID shall not require or encourage any other payment to individual ID's for becoming an ID. There is no cost to be an ID in the company (except for the non-commissionable \$35 application fee). ID's shall make no claim or promise regarding compensation. No compensation, other than the official TRIB Compensation Plan shall be offered by ID's.

3.02 ADVERTISING

All ID's shall safeguard and promote the good reputation of TRIB and its products. The marketing and promotion of TRIB, the TRIB Opportunity, the TRIB Compensation Plan, and TRIB Products shall be consistent with the public interests, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and the tremendous opportunity TRIB offers, all ID's must use the sales aids and support materials produced by TRIB. The company, to comply with regulatory laws, has professionally produced the sales aids and support materials. No other form of sales aids or support

materials will be tolerated by TRIB. The company, prior to intended use, must approve all advertising of any kind, other than the one-on-one distribution of company sales aids and support materials, in writing. All unauthorized advertising shall be deemed a violation of the Agreement, and shall make the responsible ID susceptible to termination.

3.03 SPAMMING AND UNSOLICITED FAXES

Except as provided in this section ID's may not use or transmit unsolicited faxes, mass e-mail distribution, unsolicited email, or "spamming" relative to the operation of their TRIB business. ID's may fax or email information to person(s) who have expressed a desire to know more about the TRIB Opportunity.

3.04 TRIBINIUM ID WEBSITES

A replicated portal website is provided to all ID's. TRIB shall not permit the use of individual websites other than the sites provided by the company.

3.05 DOMAIN NAMES AND EMAIL ADDRESSES

ID's may not use or attempt to register any of TRIB's trade names, trademarks, product names, service names, service marks, the company's name, or any derivative thereof, for any Internet domain name or electronic mail address.

3.06 TRADEMARKS AND COPYRIGHTS

TRIB will not allow use of its trade names, trademark, designs or symbols by any person, including the ID without its prior, written permission. ID's may not produce, reproduce or distribute any recorded company event. This includes recordings of all types.

3.07 MEDIA AND MEDIA INQUIRIES

ID's must not attempt to respond to media inquiries regarding TRIB, its products, or their independent TRIB business. All media inquiries must be forwarded to the TRIB Corporate office.

3.08 INTERNATIONAL MARKETING

TRIB does not allow at this present time marketing of its products and services to foreign markets.

3.09 TELEMARKETING TECHNIQUES

The use of any automated telephone solicitation equipment or "boiler room" telemarketing operations in connection with the marketing and promotion of TRIB, its products, or the opportunity is strictly prohibited.

3.10 UNAUTHORIZED CLAIMS

No claim (which includes personal testimonials) as to the benefit of the products and services offered by TRIB may be made except those in the official company literature.

3.11 INCOME CLAIMS

In an effort to excite prospects, some ID's are occasionally tempted to make income claims and earnings representations to demonstrate the inherent power of network marketing. TRIB believes this is counterproductive because it creates a climate of disappointment if said claims are not met by the prospect in becoming a new ID. TRIB will allow no income claims or earning representations to be presented in a public format. The Federal Trade Commission and several state regulatory agencies have laws or regulations that prohibit certain types of income claims by network marketing individuals.

3.12 COMMERCIAL OUTLETS

TRIB promotes and encourages the selling of its products and services through person-to-person contact. ID's may not display or sell TRIB products and services in any retail or service establishment, unless said retail or service establishment is owned and operated by said ID.

3.13 TRADE SHOWS, EXPOSITIONS, AND OTHER SALES FORUMS

ID's may display and/or sell TRIB products and services at trade shows and professional expositions. Before securing the event and submitting a deposit, the ID must contact the company in writing for a conditional approval, as it is TRIB policy to authorize only one ID per said event. Approval that is given is specified for the event request on a one-time basis.

3.14 CONFLICTS OF INTEREST

TRIB does not prohibit its ID's from participating in other network or multilevel marketing business ventures or marketing opportunities (collectively Network Marketing). However, during the term of this Agreement and for 120 days thereafter, ID's may not recruit other TRIB ID's or TRIB customers for any other network marketing business. ID's may not sell or display other network marketing business products to TRIB customers or ID's.

SECTION 4

TAXES, REGULATORY AND GOVERNMENTAL

4.01 GOVERNMENTAL APPROVAL OR ENDORSEMENT

No federal or state regulatory agency or official approves or endorses any direct selling or network marketing company or program. No ID may represent in any way the approval or endorsement of the TRIB business by any such agency or official.

4.02 IDENTIFICATION

All ID's are required to provide their Social Security Number or their Federal Tax Id Number to TRIB on the ID Application. Upon enrollment the company will provide a unique ID Number by which he or she will be identified by TRIB. While acknowledging there is no law requiring persons to obtain a

social security number, TRIB, under its right of contract, chooses to only offer its income opportunity to persons willing to provide a Tax ID Number.

4.03 INCOME TAXES

Each year, TRIB will provide an ID'S Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S resident who falls into one of the following categories:

1. Had earnings of over \$600 in the previous calendar year
2. Made purchases during the previous calendar year in excess of \$5,000

Each ID is responsible for paying local, state, and federal taxes on any income generated as an ID.

4.04 INDEPENDENT CONTRACTOR STATUS

ID's in the TRIB business are independent contractors, and are not purchasers of a franchise or a business opportunity. The Agreement between TRIB and the ID does not create an employee/employer relationship, agency, partnership, or joint venture between the company and the ID. The ID shall not be treated as an employee. Each ID shall establish his or her own goals, hours, and method of sales in compliance with this Agreement, and all applicable laws.

4.05 ADHERENCE TO LAWS AND ORDINANCES

Many cities and governments have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to the TRIB business due to the nature of our business. However, ID's must comply at all times with the local laws and ordinances that apply to him or her. If a regulatory official approaches the ID, immediately comply with the request and forward a copy of the regulation or ordinance to the company via fax or mail.

4.06 COMPLIDNCE WITH FEDERAL, STATE, AND LOCAL LAWS

All ID's are required to comply at all times with federal, state, and local laws and regulations in the conduct of their businesses.

4.07 STATE TAX ISSUES

As of the printing of this document the Digital Products sold by TRIB over the Internet are exempt from Sales Tax. Physical products sold and/or delivered to residents of the State of Michigan or delivered within the State of Michigan carry a Michigan Sales Tax charge of 6%.

SECTION 5

SALE, TRANSFER, DISSOLUTION OR ASSIGNMENT

5.01 SALE, TRANSFER, OR ASSIGNMENT OF TRIB ID BUSINESS

Although the TRIB ID is a privately owned, independently operated business, the sale, transfer or assignment of TRIB businesses is subject to certain limitations. If an ID wishes to sell, transfer, or assign his or her TRIB business the following criteria must be met:

1. Acquisition of Business

Any ID desiring to acquire an interest in another ID's business must first terminate his or her ID status and wait three (3) months before becoming eligible for such a purchase. All such transactions must be fully disclosed and must be approved by TRIB in advance.

2. Transfers of ID

Except as expressly set forth herein, ID may not sell, assign or otherwise transfer his or her ID entity (or rights thereof) to another ID or to an individual which has an interest in ID entity. Notwithstanding the foregoing, ID may transfer his or her ID entity to his or her sponsor, subject to the conditions of Section 5.01.C. In such an event, the sponsor's entity and the transferring ID's entity shall be merged into one entity.

3. Conditions to Transferability

ID's may not sell, assign, merge or transfer his or her ID entity (or rights thereto) without the prior written approval of TRIB and compliance with the following conditions:

- a) TRIB possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any ID entity. ID wishing to sell, assign, transfer or merge his or her ID entity must first provide TRIB with the right and option to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding or intended offer.
TRIB will advise the ID within ten (10) business days after receipt of such notice of its decision to accept or reject the offer. If TRIB fails to respond within the ten (10) day period or declines such offer, the ID may make the same offer or accept any outstanding offer which is on the same terms and conditions as the offer to TRIB to any person or entity who is not ID, married to, or a dependent of ID or who has any interest in ID;
- b) The selling ID must provide TRIB with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the purchase price and terms of purchase and payment;
- c) An office administration transfer fee of \$100.00 must accompany the transfer documents;
- d) The documents must contain a covenant made by the selling ID for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert or sponsor any existing ID for a period of one (1) year from the date of the sale or transfer; and;
- e) Upon a sale, transfer or assignment being approved in writing by TRIB, the buying ID must assume the position and terms of agreement of the selling ID and must execute a current Agreement and all such other documents as required by TRIB.
- f) TRIB reserves the right, at its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. TRIB reserves the right to disapprove any sale or transfer, where allowed by law.
- g) Protection of the existing line of sponsorship must always be maintained so that the TRIB business continues to be operated in that line of sponsorship.

5.02 CIRCUMVENTION OF POLICIES

If it is determined, at TRIB's sole discretion, that ID entity was transferred in an effort to circumvent compliance with the Agreement, the Policies and Procedures, Terms and Conditions or the Compensation Plan the transfer will be declared null and void. The ID entity will revert back to the transferring ID, who will be treated as if the transfer had never occurred from the reversion day forward. If necessary and at TRIB's sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring ID to ensure compliance with the Policies and Procedures and Terms and Conditions.

5.03 SUCCESSION

Notwithstanding any other provision of this Section, upon the death of ID, the ID's business will pass to his or her successors in interest as provided by law. However, TRIB will not recognize such a transfer until the successor in interest has executed a current Agreement and submitted certified copies of the death certificate, will, trust or other instrument required by TRIB. The successor will thereafter be entitled to all the rights and be subject to all the obligations of a TRIB ID.

5.04 SEPERATION OR DISSOLUTION

ID's sometimes operate their business as a husband/wife partnership, a regular partnership, Corporation, or trust. At such time as a marriage ends in divorce or a corporation, partnership, or trust (collectively referred to as "entity") dissolves or separates as an entity, arrangements must be made to ensure that any such separation, division, or dissolution does not adversely affect the up or down line sponsorship of said ID. If the separating parties fail to provide for the best interests of other ID's and/or the TRIB, TRIB may involuntarily terminate the ID Agreement. Under no circumstance may the downline organization of any ID be divided.

5.05 DIVORCE

When a couple sharing ID entity divorces or separates, TRIB will continue to pay commission checks in the same manner as before the divorce or separation until it receives written notice signed by both parties or a court decree which specifies how future commission checks should be paid, provided and if applicable, the couple has complied with the requirements of Section 5.01 and 5.04.

5.06 RE-ENTRY

Any ID who transfers his or her ID business must wait for three (3) months after the effective date of such transfer before becoming eligible to reapply to become an ID.

SECTION 6

RESTRICTIONS

6.01 RE-PACKAGING AND RE-LABELING PROHIBITED

ID's may not re-package, re-label, refill or alter the labels on any TRIB products, information, materials or programs in any way. TRIB products must be sold in their original containers only. Such re-labeling or repackaging would likely violate federal and state laws, which could result in severe criminal penalties. You should also be aware that civil liability can arise when, as a consequence of the repackaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

6.02 SPONSORING

All active ID's in good standing have the right to sponsor and enroll others into TRIB. Each prospect has the ultimate right to choose his or her sponsor. If two ID's claim sponsorship, TRIB shall deem the first application that was received as valid sponsor of the new prospect in question.

To protect the integrity of the TRIB Opportunity, and to safeguard the diligent efforts of all ID's, TRIB will allow no alteration of sponsorship, or changes to the original sponsor of an ID. In cases of fraud, TRIB will evaluate each case on an individual basis.

6.03 CROSS-SPONSORING

Actual or attempted cross-sponsoring is prohibited. "Cross Sponsoring" is defined as the enrollment of an individual/entity that already has a current customer or ID on file with TRIB, or who has had such an agreement within the preceding twelve months, within a different line of sponsorship. All members of anyone's family must be sponsored into the same line of sponsorship to avoid conflict.

6.04 BONUS BUYING

"Bonus buying" includes:

1. the enrollment of individuals or entities without the knowledge of and/or execution of ID Application;
2. the fraudulent enrollment of an individual or entity;
3. the enrollment, or attempted enrollment of non-existent individuals or entities as an ID or customer;
4. the use of a credit card on behalf of an ID or customer without the ID or customer being the account holder of said credit card. Bonus buying constitutes a material breach of this Agreement and is strictly and absolutely prohibited.

6.05 STACKING

Stacking constitutes a material breach of this Agreement. The term "stacking" includes:

1. holding the application of a new ID in excess of two days;
2. placement or manipulation of new ID in an attempt to enhance commission, or providing financial assistance to a new ID to maximize commission.

6.06 THIRD PARTY USE OF CREDIT CARDS/CHECKING ACCOUNT ACCESS

ID's shall not permit other ID's or customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the company

6.07 GENEALOGY ACTIVITY REPORTS

Genealogy Activity Reports and the information contained therein are strictly confidential and constitute proprietary information and business trade secrets belonging to TRIB. ID's may not:

1. Directly or indirectly disclose any information contained in the Genealogy Activity Report to a third party.
2. Directly or indirectly disclose his or her username and password to access the Genealogy Activity Report.
3. Use the information to compete with TRIB or for any other purpose other than promoting his or her own TRIB business.
4. Recruit or solicit any TRIB customer or ID listed on any report in any manner to induce them to alter their business relationship with TRIB.
5. Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Genealogy Activity Report.

6.08 OTHER SERVICES & PRODUCTS

ID's may not promote or sell another company's products or services at functions organized to feature TRIB's products. ID's are not restricted from selling other company's services and products which are not similar to or competitive with the products and services of TRIB. However promotion of competitive services, products and/or business programs with anyone, including ID's, is strictly prohibited.

SECTION 7

ID RESPONSIBILITIES

7.01 INSURANCE

Each ID may desire to arrange insurance coverage for their business. Neither your homeowner's insurance policy nor your automobile policy usually covers business related injuries or the theft of or damage to business equipment. Contact your Insurance Agent to make certain that your property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present homeowner's or auto policy.

7.02 ACTIONS OF HOUSEHOLD MEMBERS OR DISTRIBUTOR INDIVIDUALS

If any member of an ID's immediate household engages in any activity which, if performed by the ID, would violate any provision of the Agreement, such activity will be deemed a violation by the ID and TRIB may take disciplinary action pursuant to the Statement of Policies against the ID. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "affiliated individual") violates the Agreement, such action[s] will be deemed a violation by the entity, and TRIB may take disciplinary action against the entity.

7.03 CHANGE OF ADDRESS OR TELEPHONE

To ensure the timely delivery of products, support materials and any other company correspondence or item, it is vitally important the company's files remain updated in the event of any changes in the ID's pertinent information. A minimum of thirty (30) days notice should be given to the company to facilitate the needed changes. All requests must be in writing and a fee \$25.00 must be included for each address change request, after one per calendar year.

7.04 CONTINUING DEVELOPMENT OBLIGATIONS

All ID's who sponsor other ID's into their TRIB business must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her TRIB business. ID's must have ongoing contact and communication with the ID's in their organization, in all aspects of the TRIB business. This contact is to include the monitoring of the organization for compliance with company policies and provisions.

7.05 INCREASED TRAINING RESPONSIBILITIES

As ID's progress through various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the TRIB business. They will be called upon to share this knowledge with less experienced ID's within organization.

7.06 ONGOING SALES RESPONSIBILITIES

Regardless of their level of achievement, ID's have the obligation to continue to personally promote sales through the generation of new customers and servicing their existing customers.

7.07 NON-DISPARAGEMENT

TRIB will not tolerate the company, its officers, directors, or agents to be disparaged in any aspect regarding the TRIB business opportunity by an ID. The disparagement in any respect to the TRIB business, company, officers, director, management, or in any other part, will constitute a material breach of the Agreement. Requests for clarification will be received in writing to the corporate office.

7.08 PROVIDING DOCUMENTATION TO APPLICANTS

ID's must provide the most current version of the Policies and Procedures and the TRIB Compensation Plan to individuals whom they are sponsoring to become new ID's before the applicant signs the TRIB ID Application.

7.09 REPORTING POLICY VIOLATIONS

ID's who witness or observe a policy violation by another ID should submit a written report of the violation directly to the company. Details such as date, time, location and the policy violated should be contained in the submission.

7.10 RECORD KEEPING

TRIB encourages all ID's to keep complete and accurate records of all their business dealings. If the ID has questions, or believes an error has been made regarding commissions, genealogy activity reports, or changes, the ID must notify TRIB in writing within thirty (30) days of the purported error or incident in question. TRIB will not be responsible for errors, omissions or problems not reported within the thirty-day period.

Any request from an ID for copies of invoices, applications, downline activity reports, or other records will require a fee of \$4.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records

7.11 TALENT RELEASE

All new ID's authorize TRIB to use their names, photographs, images, voices, and or likeness in advertising and promotions and waive claims for remuneration for such use.

SECTION 8

ID SALES REQUIREMENTS

8.01 PRODUCT SALES

The TRIB Compensation Plan is based upon the sale of TRIB products and services to end consumers. ID must meet and fulfill personal and downline organization retail sales requirements (as well as meet other responsibilities as set forth in the Agreement) to be eligible for the compensation derived from said sales through the TRIB Compensation Plan.

8.02 SALES RECEIPTS

All ID's must provide, to each customer they sell product and services to, a retail receipt of the sales transaction. A copy of the sales receipt must remain accessible to the company by the ID in the event of scheduled or random audit of said receipts. An oral point of information must be given to each customer regarding their right to cancel and return product and services.

SECTION 9

COMPENSATION PLANS AND ACCOUNTING

9.01 PERSONAL RETAIL SALES COMMISSION COMPENSATION PLAN

Each individual enrolling as an ID in the TRIB program is automatically entitled to receive commissions based on his or her Personal Retail Customer Sales (PRCS) volume.

Wholesale License Price (WLP) is set each month, for each ID, based upon the number of autoship licenses purchased for inventory by that ID in the current month. The WLP attained in that month is valid on all retail sales in that month made by the ID including non-inventoried license sales.

ID's are paid on PRCS as follows:

Inventoried license Sales*:

The full retail price paid by customer on inventoried licenses is paid out to the ID. Price paid may vary dependent upon any retail discounts offered to customer by ID. ID is paid on the actual amount paid by the retail customer for the inventoried license.

Non-Inventoried license Sales:

The ID is paid the difference between the actual price paid by the customer and the WLP the ID is entitled to purchase licenses at, as determined by ID's autoship level maintained for the calculated month.

The calculation for determining an ID's Personal Sales Commission (PSC) is as follows:

$$\text{PSC} = \text{PRCS} - \text{WLP}$$

1. Where WLP is the Wholesale License Price achieved by the ID for the month the PRCS is being calculated for, as per the Wholesale License Price listed on the current TRIB "Wholesale Pricing List", see Exhibit A;
2. and where PRCS is the total volume of all ID's PRCS in the previous calendar month.

*Note: An ID may create and offer a retail customer discount, via an ID defined promo code, on any licenses currently in the ID's inventory. A discount will not be applied, based on an ID offered promo code, on any retail sale of a license not already in ID's inventory at the time of the sale. It is the ID's responsibility to maintain enough inventoried licenses to cover any ID offered promo codes.

9.02 OPTIONAL COMMISSION PROGRAMS

An ID may choose to participate in the TRIB Optional Bonus Commission Programs by purchasing the "Optional Business Builders E-Kit" referred to hereafter as the OBBEK. This purchase, along with the personal sale of two (2) retail products by the ID, moves the ID into the rank of Qualified Distributor (QD). This QD designator means that the ID has chosen to qualify to participate in the TRIB Optional Bonus Commission Programs.

9.03 OPTIONAL FAST START BONUS

The Fast Start Bonus compensation is a bonus dollar amount paid to an existing QD where, [1.] the QD has personally sponsored an ID that has chosen to become a new QD by purchasing the "Optional Business Builders E-Kit" (OBBEK), and [2.] the new QD then also sells two (2) personal retail customer products (one purchase can be for the new QD), and [3.] where the two (2) personal retail sales occur within thirty (30) days of said purchase date of the OBBEK purchase.

The Fast Start Bonus compensation plan utilizes the following criteria to calculate the sales bonus:

1. QD sponsors a new ID who purchases his or her OBBEK;
2. New QD gets two (2) retail customer purchases within 30 days of his/her OBBEK purchase;
3. Sponsor QD receives a \$75 Fast Start Bonus;
4. If new QD fails to get 2 retail sales within 30 days the Fast Start Bonus is Lost.

9.03 OPTIONAL DOWNLINE BINARY BONUS COMPENSATION PLAN

The Downline Binary Bonus (DBB) allows a QD to further qualify for additional bonus commissions by becoming a Managing Distributor (MD). To qualify as a MD, a QD must personally sponsor two (2) QD's; one to his/her left leg and one to his/her right.

A MD accumulates points as he/she sponsors new QD's into the TRIB business.

Once a QD becomes a MD he/she is qualified to receive DBB, and they remain qualified for DBB indefinitely.

Binary Points are awarded when an ID has purchased their OBBEK and sold two (2) SNE units, becoming a QD. 100 points are awarded to each binary position in the new QD's up-line on either the left or right side depending on the leg the new QD falls.

The DBB is a three (3) step cycle, with a maximum of 67 cycles per pay period (weekly). The DBB considers a completed step, to be a step where 100 points are accumulated on either the left or right leg and 200 points are accumulated on the opposite leg (1/3 - 2/3 split per step). The cycles, associated points, and commissions earned are outlined as follows:

STEP 1	100 Left (100 Total)	200 Right (200 Total)	\$ 25 bonus
STEP 2	100 Left (200 Total)	200 Right (400 Total)	\$ 50 bonus
STEP 3	100 Left (300 Total)	200 Right (600 Total)	\$ 75 bonus
CYCLE	300 Total Left (1/3)	600 Total Right (2/3)	\$ 150 bonus

A full cycle (3 steps) occurs for a MD when 9 new ID's become QD's in their downline.

1. A QD's binary volume will hold until their business center is qualified and volume begins to payout upon their entry into the system as a MD.
2. A cycle is the completion of all three steps above and pays out \$150 per cycle.
3. A MD can cycle a maximum of 67 times per pay period.
4. All volume over 67 cycles per pay period will flush.
5. No volume will ever flush until a MD maxes out the DBB at 67 cycles - see the following phases below of when a MD will and will not flush their volume.
 - a) No flushing will occur while a MD is holding volume during the middle of a cycle-meaning, if the MD has hit a step one or step two (i.e. they are in the middle of a cycle) their volume will hold unless 67 cycles have completed;
 - b) If after the MD cycles they are not holding enough volume to reach step one, all their volume will hold (unless they have cycled 67 times that pay period at which point the volume will flush);
 - c) All volume which has not been commissioned less than 67 cycles in a given pay period will always hold.

There is NO flushing in this DBB unless a MD cycles 67 times in a given pay period (one week) at which time all volume, on their left and on their right, remaining after they cycle will flush.

9.04 OPTIONAL TEAM RESIDUAL COMMISSION (UNILEVEL) PLAN

The Team Residual Commission (TRC) is based solely on the Wholesale Team Purchases (WTP) volume. Only Distributors qualified as QD or above are eligible to receive this commission. The TRC is a five (5) level program paying override commissions to the 5th level on a QD's personally sponsored distributors, and those sponsored by them (TEAM).

WTP = TEAM Wholesale Purchase Volume

The level that a QD is qualified to be paid TRC on, is based on the number of Personal Retail Customer Sales (RCS) he/she maintains, as described below:

LEVEL 1	2 - RCS	Qualifies for 5% commission
LEVEL 2	4 - RCS	Qualifies for 5% commission
LEVEL 3	6 - RCS	Qualifies for 5% commission
LEVEL 4	8 - RCS	Qualifies for 5% commission
LEVEL 5	10 - RCS	Qualifies for 5% commission

The QD's Team Residual Commission (TRC) on TEAM wholesale purchases are calculated as follows:

LEVEL 1 Commission	=	WTP * 5%
LEVEL 2 Commission	=	WTP * 5%
LEVEL 3 Commission	=	WTP * 5%
LEVEL 4 Commission	=	WTP * 5%
LEVEL 5 Commission	=	WTP * 5%

As an example:

A QD has maintained six (6) active RCS during the month. At the end of month calculation run for TRC the system calculates the following sales volume figures:

LEVEL 1	8 - Wholesale Purchases @ 45.95 ea.	= \$ 367.60
LEVEL 2	12 - Wholesale Purchases @ 45.95 ea.	= \$ 551.40
LEVEL 3	6 - Wholesale Purchases @ 45.95 ea.	= \$ 275.70
LEVEL 4	13 - Wholesale Purchases @ 45.95 ea.	= \$ 597.35
LEVEL 5	20 - Wholesale Purchases @ 45.95 ea.	= \$ 919.00

Having maintained six (6) active RCS during the commissionable month the QD will be paid through three (3) levels as follows:

LEVEL 1:	8 - Wholesale Purchases = \$ 367.60	Qualified & Earned * 5% = \$ 18.38
LEVEL 2:	12 - Wholesale Purchases = \$ 551.40	Qualified & Earned * 5 % = \$ 27.57
LEVEL 3:	6 - Wholesale Purchases = \$ 275.70	Qualified & Earned * 5 % = \$ 13.79
LEVEL 4:	13 - Wholesale Purchases = \$ 597.35	Not Qualified & Lost * 5 % = \$ 29.87
LEVEL 5:	20 - Wholesale Purchases = \$ 919.00	Not Qualified & Lost * 5 % = \$ 45.95

Note: A QD or above, that maintains 20 retail customers for 2 years or has 100 personal retail customers one time for 2 consecutive months, will have their business center vested for life for the Unilevel payout to all 5 levels.

9.05 LEADERSHIP BONUS COMPENSATION PLAN

A leadership bonus is paid from a pool of commission dollars. The company will set aside \$20 each time a new distributor attains the rank of QD within 30 days of joining TRIB as an ID.

Leadership designations and the qualifications required to attain them are as follows:

<u>TITLE</u>	<u>DESCRIPTION</u>	<u>QUALIFIERS</u>
RD	Regional Distributor	10 MD Left - 10 MD Right
ND	National Distributor	50 MD Left - 50 MD Right & 2 RD's
ED	Executive Distributor	100 MD Left - 100 MD Right & 2 ND's
PD	Premier Distributor	200 MD Left - 200 MD Right & 2 ED's

The leadership bonus will be distributed quarterly to those distributors who have attained the respective rank for that quarter, as follows:

RD	\$5 per new QD	Split evenly between all RD's
ND	\$5 per new QD	Split evenly between all ND's
ED	\$5 per new QD	Split evenly between all ED's
PD	\$5 per new QD	Split evenly between all PD's

9.06 PAYMENT OF COMMISSIONS

Fast Start and Binary Compensation are calculated each week on Thursday at 5:00pm. This calculation run is then paid 15 days later on a Friday. A separate check is issued for each type of compensation and mailed to the address on file at the company for each ID earning compensation in that period.

Personal Sales Commissions and Unilevel Commissions are paid once per month. The one month cycle for these commissions is a calendar month. Commissions are calculated and paid on the fifteenth (15th) of the month for the previous months sales. A check is issued for the earned commission and mailed to the address on file at the company.

9.07 DEDUCTIONS AND FEES

TRIB will deduct any charges and fees relating to the Agreement from the ID's weekly earned commissions, provided such funds are sufficient to cover said fees. In the event they cannot be deducted, the ID will be invoiced with payment expected within ten (10) days. TRIB reserves the right to institute a processing charge for commission checks and or genealogy requests. Currently there is a \$3.00 per check processing fee associated with each commission check printed.

9.08 INSUFFICIENT FUNDS

In the event of a returned check or inability to draft from TRIB ID's or customer's checking account resulting in insufficient funds, TRIB shall charge a service fee of \$25.00 for its recovery process.

9.09 ONLINE ACTIVITY REPORTS

All information provided by TRIB in TRIB online report format, including but not limited to personal volume, group volume, compensation, or any other subject, is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic denial or charge-backs; the information is not guaranteed by TRIB or any other person creating or transmitting the information.

All information is provided "as is" without warranties, express or implied, or representation of any kind whatsoever. In particular but without limitation there shall be no warranties of merchantability, fitness for a particular use, or non-infringement. Access to and use of TRIB's online activity reports of any kind and the information contained therein is at your own risk.

If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to TRIB's online activity reporting services and your reliance on the information.

SECTION 10

PRODUCT GUARANTEES AND RETURNS

10.01 PRODUCT GUARANTEE

Because TRIB offers, through its ID's, a seven (7) day free trial on its digital products, no money-back guarantee or return policy is offered to its retail customers.

10.02 RETURN OF SUPPORT MATERIAL OR SALES AIDS

Support Materials and Sales Aids are only available to ID's in good standing with the company. Non-digital support materials and sales aids may be returned to the company at any time for refund of the total cost of goods to the ID, less a 10% re-stocking fee. The items must be returned to the corporate office. Due to the limitation of returning the digitally delivered Optional Business Builder's E- Kit product, TRIB provides no refund of the annual fee for the digital office suite upon termination of said product.

10.03 STATE LIMITATIONS AND EXEMPTIONS

Residents of states issuing specific guidelines regarding return of product, sales aids, support materials and termination of involvement, will be refunded and terminated in accordance with the specific regulation of the State in which they reside.

SECTION 11

DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

11.01 DISCIPLINARY SANCTIONS

Violation of the Agreement, these policies and procedures, or any illegal, fraudulent, deceptive or unethical business conduct by a TRIB ID may result in one or more of the following sanctions:

1. Issuance of a written citation;
2. Immediate Corrective Action determined by TRIB Corporate Management;
3. Imposition of monetary fine equal to 50% of annual, or year-to date TRIB earnings (whichever is greater of the two);
4. Loss of rights to bonuses or overrides;
5. Thirty day suspension of all TRIB compensation during a period of investigation and remedy, without recovery of compensation loss;
6. Involuntary termination of ID Agreement;
7. Legal proceedings for monetary and/or equitable relief.

11.02 SUSPENSION

ID may be suspended for violating the terms of his or her Agreement, which includes these Policies and Procedures, the Compensation Plan and other documents produced by TRIB. When a decision is made to suspend ID, TRIB will inform the ID in writing that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the ID's address on file pursuant to the notice provisions contained in the Policies and Procedures and Terms and Conditions. Such suspension may or may not lead to termination of the ID as so determined by TRIB at its sole discretion. If the ID wishes to appeal, TRIB must receive such appeal in writing within fifteen (15) days from the date of the suspension notice.

TRIB will review and consider the suspension and notify the ID in writing of its decision within thirty (30) days from the date of the suspension notice. The decision of TRIB will be final and subject to no further review. TRIB may take certain action during the suspension period, including, but not limited to, the following:

1. Prohibiting the ID from holding himself or herself as ID or using any of TRIB's proprietary marks and/or materials;
2. Withholding commissions and bonuses due the ID during the suspension period;
3. Prohibiting the ID from purchasing services and products from TRIB; and/or;
4. Prohibiting the ID from sponsoring new ID's, contacting current ID's or attending meetings of ID's.

If TRIB, at its sole discretion, determines that the violation which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended ID has occurred, the suspended ID may be terminated.

11.03 GRIEVANCES COMPLAINTS

Any ID with a grievance or complaint with another ID regarding any practice or conduct in relationship to their respective TRIB businesses, the complaining ID should first report his or her problem to their upline Sponsor. If the matter cannot be resolved it must be reported in writing within ten (10) days of arising, to the company. Once the written complaint is received by the company, resolution will be

sought with the parties involved for a period of thirty (30) days. In the event resolution cannot be attained within the thirty (30) day period a decision will be made by corporate management, whose decision will be final.

11.04 ARBITRATION

Any dispute or claim arising out of or relating to the Agreement, or breach thereof, shall be settled by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. If TRIB ID files a claim or counterclaim against TRIB, he or she may only do so on TRIB individual basis and not with any other ID or as part of a class or consolidated action.

All ID's waive their rights to a trial by jury or to any court in matters relating to TRIB. All arbitration proceedings shall be held in the city of Hudsonville, Michigan, unless the laws of the state in which TRIB ID resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. There shall be one (1) arbitrator and one (1) attorney-at-law specializing in Direct Sales and Marketing selected by the American Arbitration Association. The decision of the arbitrator shall be final without individual recourse by either party. Parties shall be entitled to discovery rights as allowed under the Federal Rules of Civil Procedure. No other aspects of the Federal Rules of Civil Procedure shall be applicable to the arbitration.

Nothing in these Policies and Procedures shall prevent TRIB from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or any other relief available to safeguard and protect TRIB's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

11.05 GOVERNING LAW, JURISDICTION AND VENUE

Jurisdiction and Venue of any matter not subject to arbitration shall reside in Ottawa County, State of Michigan under Michigan law, unless the laws of a state in which TRIB ID resides expressly require the application of its laws, in which case the state's laws shall govern all issues related to jurisdiction and venue. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Michigan shall govern all other matters relating to or arising from the Agreement unless the state in which TRIB ID reside expressly calls for the application of its laws.

SECTION 12

RESIGNATION AND TERMINATION

12.01 VOLUNTARY RESIGNATION

ID may voluntarily terminate his or her ID status by failing to renew or by sending written notice of such resignation or termination to TRIB. Voluntary resignation is effective upon receipt of such notice by TRIB.

ID who resigns or terminates their ID status may reapply as ID, three (3) months after resignation.

12.02 TERMINATION

ID may be immediately terminated for violating the terms of his or her Agreement, which includes these Policies and Procedures, Terms and Conditions and the Compensation Plan and other documents produced by TRIB upon written notice. TRIB may terminate a violating ID without placing the ID on suspension, at TRIB's sole discretion. When the decision is made to terminate ID, TRIB will inform the ID in writing at the address in the ID's file that the termination has occurred.

12.03 APPEAL

If ID wishes to appeal the termination, TRIB must receive the appeal in writing within fifteen (15) days from the date of notice of termination. If no appeal is received within the fifteen (15) day period, the termination will automatically be deemed final. If ID files a timely notice of appeal, TRIB will review the appeal and notify the ID of its decision within ten (10) days after receipt of the appeal. The decision of TRIB will be final and subject to no further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice.

12.04 EFFECT OF TERMINATION

Immediately upon termination, the terminated ID:

1. Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationary or advertising referring to or relating to any product, plan or program of company;
2. Must cease representing themselves as ID of TRIB;
3. Loses all rights to his or her ID position in the Compensation Plan and to all future commissions and earnings resulting there from;
4. Must take all action reasonably required by TRIB relating to protection of TRIB's confidential information.
5. Commissions will be paid to the date of termination. TRIB has the right to offset any amounts, including damages for breach of the ID Agreement, owed by ID to TRIB including, without limitation, any indemnity obligation incurred pursuant to Section 13.01 herein, from commissions or other compensation due to the ID.

12.05 RE-APPLICATION

The acceptance of any re-application of a terminated ID or the application of any family member of a terminated ID shall be at the sole discretion of TRIB and can be denied.

12.06 STATE LAWS

Where state laws on termination are inconsistent with this policy, the applicable state law shall apply.

SECTION 13

INDEMNIFICATION AND LIABILITY

13.01 INDEMNITY AGREEMENT

Each and every ID agrees to indemnify and hold harmless TRIB, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of or in any way related to or connected with allegedly or otherwise, that the ID's (a) activities as ID; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

13.02 LIABILITY

To the extent permitted by law, TRIB shall not be liable for, and each ID releases TRIB from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by ID as a result of:

1. the breach by ID of the Agreement and/or the terms and conditions of the Policies and Procedures;
2. the operation of ID's business;
3. any incorrect or wrong data or information provided by ID; or
4. the failure to provide any information or data necessary for TRIB to operate its business, including, without limitation, the enrollment and acceptance of ID into the Compensation Plan or the payment of commissions and bonuses.

SECTION 14

GENERAL PROVISIONS

14.01 FORCE MAJEURE

TRIB shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

14.02 VIOLATIONS

It is the obligation of every ID to abide by and maintain the integrity of the Policies and Procedures. If ID observes another ID committing a violation, he or she should discuss the violation directly with the violating ID. If the ID wishes to report such violation to TRIB, he or she must detail violations in writing only and mark the correspondence "attention: Legal Department".

14.03 AMENDMENTS

TRIB reserves the right to amend the Agreement, Policies and Procedures, its retail prices, product and service availability and the Compensation Plan type at any time without prior notice as it deems appropriate. Amendments will be communicated to ID's through official TRIB publications or the company web site. Amendments are effective and binding upon submission to the TRIB web site. In the event any conflict exists between the original documents or policies and any such amendment, the amendment will control.

14.04 NON-WAIVER PROVISION

No failure of TRIB to exercise any power under these Policies and Procedures or to insist upon strict compliance by ID with any obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of TRIB's right to demand exact compliance with these Policies and Procedures and the ID Agreement. TRIB's waiver of any particular default by ID shall not affect or impair TRIB's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other ID. No delay or omissions by TRIB to exercise any right arising from a default effect or impair TRIB's rights as to that or any subsequent or future default. Waiver by TRIB can be affected only in writing by an authorized officer of TRIB. Louisiana residents may choose Louisiana law.

14.05 GOVERNING LAW

The Agreement and these Policies and Procedures shall be governed by the laws of the State of Michigan without regard to any conflicts of law's provisions. Louisiana residents may choose Louisiana venue and law.

14.06 VENUE

Any legal action arising in connection with the Agreement or these Policies and Procedures shall be brought in the federal and state courts and shall be governed by the laws of Michigan.

14.07 ENTIRE AGREEMENT

The Policies and Procedures are incorporated into the Agreement and, along with the Compensation Plan, constitute the entire agreement of the parties regarding their business relationship.

14.08 SEVERABILITY

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures, or any specification, standard or operating procedure which TRIB has prescribed is held to be invalid or unenforceable, TRIB shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to the extent required to be valid and enforceable, and the ID shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

14.09 LIMITATION OF DAMAGES

TO THE EXTENT PERMITTED BY LAW COMPANY AND ITS IDS, OFFICERS, DIRECTORS AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND ID HEREBY RELEASE THE FORGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIDL, CONSEQUENTIDL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO COMPANY PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ID AND COMPANY, WHETHER SOUNDING IN CONTRACT TORT OR

STRICT LIABILITY. Furthermore, it is agreed that any damages ID shall not exceed and is hereby expressly limited to, the amount of unsold TRIB services and/or products of TRIB owned by the ID and any commissions owed to the ID.

14.10 NOTICE

Any communication, notice or demand of any kind whatsoever which either the ID or TRIB may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, e-mail or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested).

Any such communication, notice or demand shall be deemed to have been given or served on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or by other evidence if delivery is by mail.

Tribinium Corporation
7367 Hidden Forest Ct
Hudsonville, MI 49426
<http://www.tribinium.com>
notice@tribinium.com

EXHIBIT 'A'

TRIBINIUM CORPORATION

CURRENT

(as of 1/6/2009)

WHOLESALE PRICE LIST

Current Suggested Retail Price (SRP): \$59.95 per SNE License unit

<u>Licenses per month on autoship</u>	<u>Wholesale License Price (WLP)</u>
None autoship licenses	\$50.95 ea. = \$ 50.95 per month
1 autoship license	\$45.95 ea. = \$ 45.95 per month
2 autoship licenses	\$39.95 ea. = \$ 79.90 per month
4 autoship licenses	\$34.95 ea. = \$ 139.80 per month