

CODE OF CONDUCT

Swiftpages.com Pty Ltd. (hereafter Swiftpages.com or the Company) & each of its Associates and Affiliates (hereafter Associate) agree to conduct their business according to the following code of conduct. This code ensures high standards of integrity and professionalism throughout the network and protects the business image of both the Associate and The Company.

1. Obligations of the Associate

- a. Conduct themselves in an ethical and professional manner.
- b. Deal with customers, other Associates and The Company, with the highest standards of honesty, integrity and fairness.
- c. Present the Company's Compensation Plan realistically without exaggeration to all prospective Associates.
- d. Sell the Company's products in accordance with the Company's Compensation Plan. The Associate shall make it clear that the Company's Compensation Plan is based on the sale of the Company's products, and that Associates will not be successful merely by sponsoring other Associates without the emphasis on sales.
- e. Comply with applicable consumer protection laws and regulations concerning the sale of the Company's products.
- f. Make no misleading sales claims or guarantees concerning the Company's products.
- g. Take responsibility for the training of those Associates in their Downline organisations, whether personally sponsored or not.
- h. Wear appropriate business attire (and encourage guests to do the same) when attending Company sponsored business presentations, to further enhance the Company's and their own professional public image.

2. Obligations of the Company

- a. Conduct itself in an ethical and professional manner.
- b. Deal with its Associates, employees and suppliers with the highest standards of honesty, integrity and fairness.
- c. Make available quality products and/or services to the Associate in a timely manner.
- d. Make compensation payments to qualified Associates in accordance with the Company's Compensation Plan then in existence.

ADMINISTRATION POLICIES

1. Entire Agreement.

This statement of Policies & Procedures (along with the Compensation Plan) is incorporated into the Associate's Application and Agreement and constitutes the entire agreement of the parties regarding their business relationship.

2. Associate Status

A person or entity may become an Associate by purchasing a Website and completing, signing and returning an electronic Associate Application and Agreement Form (application) to The Company's Corporate Office. No other purchases are required. The Application becomes binding upon acceptance by the Company at its Corporate Office and the appropriate notification of the Associate. Swiftpages.com reserves the right to reject any application or order or cancel the Distributorship of any Associate for failure to follow the Policies & Procedures outlined in this document and the Terms & Conditions. The Associate agrees that they will be bound by the Terms & Conditions and the Policies & Procedures of the Associate Agreement as it now exists or as it may be amended from time to time.

If the Company rejects an individual, notification of such rejection will be e-mailed from the date the Application was received at the Company's Corporate Office.

- a. An Application received without the appropriate payment will not be entered into the computer until the correct payment has been received.
- b. Spouses and dependent children desiring to become Associates must be in the same sales organisation.
- c. If two (2) previously existing Associates marry, each may continue to maintain their separate organisations.
- d. Any change to an Application must be notified to the corporate office in writing by electronic mail.

3. Restrictions on becoming an Associate

- a. An Applicant must be of legal age in their province/state of residence to enter into this contract.
- b. An Associate may not have a simultaneous interest in more than one Distributorship, whether held as an individual, partnership or corporation.
- c. An Associate must wait six (6) months after cancelling their Distributorship before re-applying to become an Associate, becoming an employee of an Associate, or becoming an active participant with an Associate under a different sponsor.

4. Independent Representative

As a Swiftpages.com Associate, you are an independent contractor and not the purchaser of a franchise or business opportunity. The relationship between the Company and its Associates is not to be construed as a franchise or a partnership. Associates are independent contractors and may **not** represent, by implication or otherwise, that they are an officer, employee, agent, or owner of Swiftpages.com. An Associate is fully responsible for any and all actions and statements they make regarding Swiftpages.com and/or its products, including being responsible for payment of their own taxes (Local, State and Federal), insurance, pension funds, workers compensation and the like. Associates of Swiftpages.com have no authority to bind the Company to any contractual obligation, explicit or inferred.

Swiftpages.com must receive a copy of the ABN (GST, VAT etc) Number if a Distributorship wishes to register as a Business. To be tax exempt, distributors must not be an Australian resident. ***Exemption is not retroactive.***

5. Indemnification.

Associates are fully responsible for all of their verbal or written statements regarding Swiftpages.com's products, services, and Compensation Plan that are not expressly contained in official Company material. As such, Swiftpages.com Associates agree to indemnify the Company, its Directors, officers, agents, and employees, and hold them harmless from any and all claims, damages, or liability,

including, but not limited to judgements, civil penalties, refunds, legal fees, court costs, damages or lost business incurred by Swiftpages.com as a result of the Associate's unauthorized representations or actions. This provision shall survive the termination of the Associate Agreement.

6. Insurance.

An Associate may wish to arrange insurance coverage for their business. Their homeowner's insurance policy may not cover business-related injuries or the theft of, or damage to, inventory or business equipment. They should contact their insurance agent to make certain that their business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to their present homeowner's policy.

7. Local Ordinances.

Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Associates because of the nature of their business. However, Associates must obey those laws that do apply to them. In most cases there are exceptions to the ordinance that may apply to Swiftpages.com Associates.

8. Compliance with Federal, State, Local Laws.

Associates shall comply with all federal, state, and local laws in the conduct of their business.

9. Annual Renewal.

The Associate Agreement expires annually on the last day of the month in which a person became an Associate the previous year. Notification of the renewal date will be e-mailed, to the address on file with the Company, at least thirty days prior to the expiration date. Associates must apply to renew and remit payment of the Annual Renewal Fee of AUD\$330. The renewal fee covers the hosting costs associated with the Associate's website for twelve months and a copy of the current Policies & Procedures.

Failure to renew will mean the loss of all Associates rights, removal from the marketing structure, forfeiture of future Bonuses, and the loss of their Downline sales organisation. A Distributorship that is cancelled

because of non-renewal may re-apply after 6 months, but must begin at the entry level without their previous organisation. The responsibility for timely annual renewal rests with the Associate. During the time between cancellation, and re-application the cancelled Associate is prohibited from, actively or passively, participating in any other Swiftpages.com Distributorship or attending any Company sponsored public meetings.

10. Sponsoring Policy

Every Associate must have a Sponsor. Occasionally, more than one person may contact the same prospect and questions may arise as to who has sponsoring rights for that prospect. It is an unwritten courtesy that the prospective Associate will generally be sponsored by the first Associate who presented them with the complete business opportunity, however, each new Associate has the right to choose their own Sponsor.

The Company will not mediate disputes between Associates and prospects and will recognise as the Sponsor, the individual whose name appears on the signed Application first received and accepted by the Corporate Office.

An Associate shall not unduly influence or in any way entice prospects with unreasonable or exaggerated representations as to possible income or business development.

11. Sponsor's Responsibilities

All new Associates have the right to receive free training and support from their sponsor. A sponsor is expected to provide basic training to their newly sponsored Associates.

Associates are required to assure the adequate training of Associates they sponsor. "Adequate training" shall include (but not be limited to) education regarding Swiftpages.com Policies & Procedures, the Compensation Plan, product information, sound business practices, sales strategies, and ethical behaviour. A sponsor must maintain an ongoing, professional leadership association with Associates in their organisation.

12. Transfer of Placement

Maintaining the integrity of the organisation is critical to success. Although it is strongly discouraged and is seldom permitted, an Associate may transfer to a different placement position if the transfer is requested within 7 days of the Associate Application being accepted by The Company. The following 4 signatures are required on the written request along with a \$100 processing fee:

- 1) Requesting Associate
- 2) The previous ("old") Sponsor
- 3) Original Upline Associate's (ie 2 above) sponsor
- 4) The proposed new sponsor

Any request for transfer must first be submitted to Swiftpages.com in writing explaining the exact reason for the transfer request.

All transfers require the final approval of the Company, whose decision, if granted, will apply only to the Associate making the request and not to their organisation.

The Company prohibits transferring from one placement position to another if more than 7 days have elapsed from the time the Company accepts the Associate Application. Any Associate who cancels their Distributorship must wait for six months before re-applying to become an Associate, or becoming an active participant with an Associate under a different Sponsor.

13. Cross Sponsoring

Swiftpages.com Associates may not introduce another network marketing or multi-level opportunity to any of the Company's Associates that the Associate did not personally sponsor. A breach of this provision will mean the immediate cancellation of the offending Distributorship.

14. Pirating or "poaching"

Actual or attempted pirating is strictly prohibited. "Pirating" is defined as the enrollment or attempted enrollment of a current Swiftpages.com Associate, or one who has been an Associate within the preceding six calendar months, into a different line of sponsorship. The use of a spouse or relative's name, trade names, assumed names, corporations, partnerships, trusts, or fictitious ID numbers to circumvent this policy is

prohibited. Associates cannot demean, discredit, or otherwise speak ill of other Swiftpages.com Associates in an attempt to entice others to become part of their organisation. An Associate cannot solicit nor intentionally interfere with other Associate's customers to encourage them to join a different organisation. Upon leaving or terminating voluntarily or involuntarily an Associate will not pirate nor solicit Associates or they may be liable under tort law for such conduct.

15. Bonuses

To be eligible for bonuses, an Associate must have a registered (active) website with Swiftpages.com before the end of the last day of the volume month for which bonuses are to be paid. The volume month is considered to follow the normal calendar month unless otherwise specified. The Company's Compensation Plan operates on the principle of full compression. Any monies not paid to an Associate because of ineligibility will be passed upline according to eligibility. The registration must be active (ie the distributor must have paid the website fee within the preceding 12 months or alternatively re-registered if a renewal fee was required).

16. Bonus Payments.

Associates are paid bonuses by the Company on the sale of products, according to the Compensation Plan. If a product is returned for a refund or is repurchased by the Company, the bonuses attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continue every pay period thereafter until the full bonuses have been recovered from the Associates who received the bonuses on the original sale of the refunded product(s). The Company may also deduct from bonuses, any moneys that may be owed by the Associate to the Company, including, but not limited to, underpayment, postage due, and shipping charges. Bonuses are based on the sales volume produced and paid for in full. To remain an Associate and to continue receiving bonuses, an Associate must remain in good standing with the Company, comply with the Terms & Conditions of the Distributorship Agreement and the Policies & Procedures and maintain their active status which includes paying the monthly administration fee of AUD\$11 (including all applicable local taxes).

17. Errors or Questions.

If an Associate has questions about, or believes errors have been made regarding their bonuses, Downline genealogy reports or charges, the Associate must notify Swiftpages.com in writing by electronic mail within 60 days of the date of the purported error or incident in question. Swiftpages.com will not be responsible for any errors, omissions or problems not reported to it within 60 days.

18. Bonus Cheque Policy.

To receive Bonuses, an Associate must remain active. This means that all monthly administration fees must be paid (a month in advance) and the annual renewal fee must have been paid if applicable.

Bonuses will be issued in the currency of the home-office for the company. Otherwise, payments will be made in AUD.

Bonuses can be paid monthly or at any time when requested, however a fee shall apply. Bonuses will be paid only when requested (however, automatic periodic payment can be requested).

Bonuses will be calculated weekly and listed in the "Uncleared Funds" area of the Associate's private website.

All bonuses are subject to Processing Fee to cover the costs of administration processing associated with the issuing of bonuses and statements. The Monthly Administration Fee will be AUD\$16.50, however, this fee will never exceed the amount of the bonus.

19. Associate Lists

Associate genealogy lists are confidential and the property of Swiftpages.com. The Company has compiled and currently maintains Associate lists through the expenditure of considerable time, effort and monetary resources. Associate lists, in their past, present and future forms, constitute commercially advantageous proprietary assets and trade secrets of the Company, which the Company's employees have agreed to hold confidential.

The Company will provide a uniquely tailored portion of the Associate genealogy list to Associates specific to the recipient's own Downline organisation.

The Associate genealogy lists remain, at all times, the exclusive property of the Company. Accordingly, each recipient agrees:

- a. To hold confidential and not disclose any Associate list or portion thereof to any third person, including, but not limited to, other existing Associates, competitors and/or the general public.
- b. To limit the use of the lists to their intended scope of furthering the Associate's Company-related business.
- c. That any intended or unintended use or disclosure of the lists outside of those authorized herein, or for the benefit of any third party, constitutes misuse and misappropriation which causes irreparable harm and financial loss to the Company.
- d. That, upon any violation under this Section, the Company will seek appropriate injunctive relief and damages against the offending Associate.
- e. The company will immediately and irrevocably terminate the Associate's distributorship if such a breach or violation of this Section be found. The distributorship will be suspended pending an investigation if such a breach under this Section is reported or found.
- f. That the obligations under this Section will survive the cancellation of the recipient's Distributorship Agreement.

The Company reserves the right to pursue all appropriate remedies under applicable national or local laws to protect its rights to the above stated proprietary and trade secret Associates lists. Any failure to pursue such remedies will not constitute a waiver of those rights.

20. Lead Distribution Policies

Associates should carefully consider whether to organize a large lead generation campaign or casually collect leads one at a time. If an Associate mails or distributes literature or product samples, they should always include their name, address and/or telephone number on the materials or samples.

From time to time the Company could receive inquiries from the public about its products and opportunity. When this occurs, the Company will

try to ascertain whether the contact with the Company began with the efforts of an existing Associate. If so, the inquiring party will be referred back to that Associate. Leads involving people who have simply heard of the Company without any discoverable contact by an existing Associate will be assigned, on a rotating basis, to an active Associate who has demonstrated leadership and training capabilities and who lives in the same geographical area. However, the Company may use its sole discretion in making such assignments.

21. Contacts between Associates and Employees

Company employees are trained to be courteous and professional in all contact with Associates. Should an Associate ever receive less than this from Company personnel, they should document the situation and forward it to the President/Managing Director of the Company for immediate review. Associates will be notified of any action taken. Associates are expected to extend these same courtesies when dealing with the Corporate Office staff, either on the telephone or in person. Company employees are not required to endure verbal abuse. Whenever they feel this is occurring they are to turn the call over to a supervisor. If this is not possible they are to politely end the conversation and document the incident. This documentation will also be forwarded to the President/Managing Director of the Company for review and any appropriate action. This could lead to the cancellation of the offending Distributorship in severe circumstances.

22. Inactivity.

If an Associate is inactive for more than 30 days (in other words, they have not paid either their monthly administration fee or their annual renewal fee – if applicable), training e-mails and bonus payments will be down graded to an Affiliate status. This provision will be waived, at the sole discretion of the Company, if the Associate has been ill or overseas for an extended period of time as long as the Associate has notified the Company in writing.

The Downline of the cancelled inactive Associate will roll up to the first active Upline Associate. Furthermore, respective bonuses will be paid as stated in Section 16 (Bonuses).

24. Sale, Assignment or Transfer of a Distributorship

A Distributorship that has not been “active” in each of the previous six months, may not be sold or assigned.

In the case of the sale of an active distributorship, Associates should consult a lawyer to ensure that the sale conforms to all applicable laws and regulations.

An Associate may sell, assign, or transfer their Distributorship as long as the purchaser is not; an existing Associate (or Affiliate) or an Associate who has cancelled their Distributorship within the previous six (6) months, is married to or is a dependent of an existing Associate, or has an interest in another Distributorship, subject to the following:

An Associate may not sell, assign or transfer their Distributorship without the prior written approval of the Company. The Company shall void any attempted sale, assignment or delegation without such consent. If the assignment procedures are properly followed, the Company may not unduly deny any assignment of a Distributorship, provided the assignee completes a current Application and possesses reasonable ability to satisfactorily perform the obligations of an Associate.

The Distributorship position must first be offered in writing to the Sponsor, giving them the right and option to meet the terms of the proposed sale. If the Sponsor does not exercise the option to purchase within ten days, the Associate may offer the position for sale to anyone who is not already participating in a Distributorship. In other words, if the Sponsor declines the offer, then the position may be sold to someone outside the Company’s marketing program who, if they take up the offer, will assume the position and rank of the seller. The offer must be on the same terms and conditions as offered to the Sponsor. An Associate who sells their position shall not be eligible to re-apply as an Associate for a period of 6 months after the Company has approved the sale in writing.

The seller must provide to the proposed buyer, in writing, details of the Distributorship’s last 36 months activity – if applicable.

The Company reserves the right to review all terms of sale and may insist upon additional terms and conditions before approval of any proposed sale.

If it is determined, at the Company’s sole discretion, that a Distributorship was transferred to circumvent compliance with the Associate Agreement, the Policies & Procedures or Compensation Plan, the transfer shall be declared null and void. The Distributorship shall revert to the transferring Associate, who shall be treated as if the transfer had never occurred from the reversion date forward. If necessary, and at the Company’s sole discretion, appropriate action (including cancellation of the offending Distributorship) may be taken, to ensure compliance with the Associate Agreement and the Policies & Procedures.

25. Inheritance

Notwithstanding any other provision of these Policies & Procedures, upon the death or incapacity of an Associate, the Distributorship shall pass to the successors in interest as provided by law. The Company may require legal documentation before the transfer can become effective. The successor shall thereafter be entitled to all the rights and be subject to all the obligations of any other Swiftpages.com Associate.

26. Voluntary Cancellation of a Distributorship

An Associate shall be entitled to cancel their Distributorship at any time and for any reason upon sending written notice to the Company and their Sponsor. Upon notification of cancellation, the Company may re-purchase any inventory in accordance with the Agreement.

The cancelling Associate will be eligible to re-apply to join again after six (6) months, but must begin at the entry level and create a new Downline organisation. Any involvement in the marketing of the Company’s products before the new Application has been accepted, will be cause for denying them re-entry into the program.

27. Actions of Household Members or Affiliated Individuals.

If any member of an Associate’s immediate household engages in any activity that, if performed by the Associate, violates any provision of the Agreement, such activity will be deemed a violation by the Associate and Swiftpages.com will take the necessary disciplinary action against the Associate. Similarly, if any individual associated in any way with a Distributorship, be it a corporation, partnership, Limited Liability Company (LLC), trust or other entity (collectively “affiliated individual”),

violates the Agreement, such action(s) will be deemed a violation by the Distributorship, and Swiftpages.com will take the necessary disciplinary action against the Distributorship.

28. Separation of a Swiftpages.com Business.

Associates sometimes operate their Swiftpages.com businesses as husband-wife partnerships, regular partnerships, corporations, LLC's or trusts. At such time as a marriage may end in divorce or a corporation, partnership, LLC or trust (the latter four entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Associates and Swiftpages.com, the Company will cancel the offending Distributorship Agreement and "roll" the entire organisation up to the sponsor.

In the case of a pending divorce or entity dissolution, the parties must adopt one of the following methods of operation:

- a) One of the parties may, with the consent of the other(s), operate their Swiftpages.com Business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, members or trustees authorise the Company to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- b) The parties may continue to operate their Swiftpages.com Business jointly on a "business-as-usual" basis, whereupon all compensation paid by the Company will be paid in the joint names of the parties or in the name of the entity to be divided as the parties may independently agree between themselves.

Under no circumstances will a Distributorship be divided. The Company will only issue bonuses to the Distributorship. If the parties to a divorce or dissolution proceeding are unable to resolve their dispute over the ownership of the business, the Distributorship Agreement may be cancelled.

If an Associate has completely relinquished all rights to their original Swiftpages.com business, they are free to enroll under any sponsor of their choosing, as long as they meet the six (6) month waiting period requirement. In such a case, however, the former Associate shall have

no rights to any Associate or Affiliate in their former organisation. They must develop a new business in the same manner as any other new Associate.

29. Associate Violations

The Company reserves the exclusive right to cancel the Distributorship of any Associate who violates any provision of the Associate Agreement or any policy or procedure. The Company must be notified in writing by electronic mail of any and all details (Including but not limited to, the date(s), location(s), and nature of the violations, and the identity of the Associate who has allegedly violated the Policies & Procedures). The Associate will receive a warning letter from The Company advising of the alleged violation. The Associate shall have 10 days from the date of notice to respond to the allegation(s). Upon review of the response, if any, The Company shall notify the Associate in writing of any disciplinary actions imposed. The Associate will then have 21 days in which to appeal the disciplinary action in writing to the Company. If an Associate files a timely appeal, The Company will, at its sole discretion, review and reconsider their action or the appropriate cancellation and notify the Associate of its decision. The decision of the Company shall be final and subject to no further review. If the appeal is denied, any termination or cancellation shall remain in effect as of the date of the Company's original notice of cancellation.

a. Disciplinary Action

- (i) **Probation-** An Associate may be placed on probation for a period of 30, 60 or 90 days. If the Company deems any further disciplinary action necessary by the end of the probationary period, the Distributorship could either be suspended or cancelled
- (ii) **Suspension-** As an alternative to cancellation, an Associate may be placed on suspension, which constitutes a loss of income and benefits normally accorded a Distributorship in good standing, throughout the term of suspension. The suspension period will be proportional to the nature of the violation(s). The right of a suspended Associate to receive bonuses from the Company ceases immediately from the date of suspension through to the end of the suspension period. A suspended Associate must cease selling the Company's products, sponsoring, using the Company's promotional materials, representing themselves as an Associate or

acting in any way that may jeopardize or harm the Company or its other Associates.

- (iii) **Cancellation-** To protect its business and that of its Associates, the Company reserves the right to immediately cancel its Agreement with any Associate at any time if the Associate breaches any of the Terms or Conditions or Policies & Procedures or the Code of Conduct. Such "Notice of Cancellation" shall be in writing. The Company reserves the right to void the cancellation at any time, and set any terms or conditions for the reinstatement it considers appropriate.

The right of a cancelled Associate to receive bonuses from the Company ceases immediately from the date of the cancellation. Furthermore, a cancelled Associate must stop sponsoring, using the Company's promotional materials, representing themselves as an Associate or acting in any way which may jeopardize or harm the business of The Company or its Associates. In the event of cancellation, the Associate will not be entitled to any refund of monies paid for products.

ORDERING POLICIES

Orders will only be accepted if they are accompanied by the correct amount and form of payment.

1. Forms of Payment

The Company will accept the following forms of payment:

Online credit card transaction (Visa and Master Card).

2. Refund Policy

The Company is committed to customer satisfaction and backs it with a 15 day 90% money back guarantee.

Associates & Affiliates - Associates and Affiliates have the right to receive 90% refund if returned within 15 days of receipt. After the 15-

day period has lapsed there is no refund. Refunds will be issued within 30 to 60 days of the returned product being received by the Company.

Note: Government regulations regarding refunds may vary. The Company will comply with all local laws pertaining to refunds regardless of the above policy.

3. Outstanding Accounts by Associates

The Company has the right to set off (set aside) any monies owed by the Associate against bonuses. If more than one person is listed on the Agreement, all persons will be held jointly and severally liable for the outstanding amount. Interest of 1.5% per month will be charged on all overdue accounts.

4. Declined Credit Cards

A service fee of AUD\$16.50 will be charged on any declined credit card. The order will not be processed and the sales volume will not count until the credit card payment has been authorised.

5. Ordering Procedures

The Company will only accept orders from Associates online and they must be accompanied by full payment in an acceptable form.

Correct orders will accumulate Sales Volume towards bonuses in the volume period in which they are received and processed. Should an order not be received for any reason, that order will be carried forward to the next volume period. The Company does not guarantee that an order received within a certain volume period will be processed in that period. However, the Company will make every effort to ensure that orders received for a period will be processed in that period.

6. Sales Aids Return Policy.

Associates may return resaleable Sales Aids for a refund within 15 days from the date of purchase. Upon resignation from Swiftpages.com and receipt of the resaleable Sales Aids, Associates will be refunded ninety percent (90%) of the original cost, less the shipping charges of the Sales Aids.

7. Holding Applications or Orders.

Associates must not manipulate enrollments of new applicants.

ADVERTISING & PROMOTION

1. Regulatory Approval

No government agency, body or authority approves or endorses any marketing program. No Associate may ever imply that the promotion, operation or organisation of the Company has been approved, sanctioned or endorsed by any regulatory authority. Such statement or implication constitutes grounds for cancelling the offending Distributorship.

2. Claims or Representations by Associates

Associates must represent the products and opportunity ethically and fairly. Associates shall not make any claims regarding the Company's products or the Compensation Plan, which have not been made in official literature. Associates are expressly forbidden from implying that additional products or services will be added to the Company program or that enhancements to the Compensation Plan are forthcoming. No unreasonable, misleading or unrealistic earning claims may be made. No income guarantees of any kind may be made.

3. Trademarks and other intellectual Property of the Company

Swiftpages.com uses trade names and trademarks to identify itself, its products, its sales and marketing programs, and to be distinguished from competing products and programs offered to the public. The name Swiftpages.com, as well as other names, logos, or trademarks, is proprietary to and has great commercial value to Swiftpages.com. Whenever these names and marks are misused, the value and effectiveness of the name or mark is lessened. Consequently, Swiftpages.com does everything it can to protect the integrity of the name or mark. For that reason, Swiftpages.com Associates are allowed to use and or sub-license for use in conjunction with their business, Swiftpages.com name or trademark, in those materials generated by Swiftpages.com and for the perpetuation of its business pursuant to the Terms and Conditions of these Policies & Procedures.

In the event that an Associate misuses the name Swiftpages.com, or its products, services and/or marketing materials, said Associate shall be deemed to have violated Swiftpages.com Policies & Procedures and is subject to disciplinary action, including but not limited to, immediate cancellation of their Distributorship and any and all other remedies provided under the law, including recovery of legal fees for trademark infringement in favor of the Company.

4. Copyrights

Swiftpages.com also copyrights all its printed and audiovisual-recorded materials, such as manuals, brochures, sales aids audio and videotapes, video training, Internet material, etc. As protected under copyright law, these materials are the exclusive property of Swiftpages.com. Any copyright infringement shall result in the Company seeking any and all remedies under the law to protect its copyrights with reasonable legal fees awardable to the Company.

5. Protecting Copyrights and Trademarks.

To protect Swiftpages.com valuable proprietary rights, the Associate agrees to abide by the following terms and conditions, as well as all others included in the Policies & Procedures and the Associate Agreement:

- a. Associates must have prior written consent from Swiftpages.com to use copyrighted and/or trademarked material, designs, logos, trade names, and or marks which are the property of Swiftpages.com.
- b. Associates must have written permission to reproduce any copyrighted material, without exception, prior to reproducing said materials. Swiftpages.com will grant permission only in rare circumstances for the benefit and well-being of the Company and Associates as a whole at the Company's sole discretion.

6. Use of Authorised Promotional Materials.

Only those materials that have been made available directly by the Company are allowed for promotional purposes. The Company will produce and offer for sale at a reasonable price the materials necessary to build an Associate's business. No reproduction, personalisation or modification of any of these Company materials is allowed in any form. Associates may not develop, publish, sell or

distribute any promotional materials they create. This prohibition also applies to Sales Aids and brochures promoting a specific Downline or organisation. Any violation of this rule may lead to the cancellation of the offending Distributorship.

7. Signage

Company logos, names or those of its products/services may not be used or displayed on any apartment, house, office, shop front or other physical premises.

8. Advertising

Associates shall not advertise the Company products in any way other than by the use of advertising or promotional materials made available to the Associates by the Company with the exception of "blind advertisements" where no reference is made to the Company name or product names unless prior written approval has been received from the Company. Associates are prohibited from using the Company trade names or logos in advertising, in a manner that would suggest or imply that they are employed by or are agents of the Company. All advertisements must provide the name of a qualified Associate only.

a. Prior Approval

The Company encourages word of mouth advertising as the best and most efficient means of advertising, and discourages conventional advertising. All advertising, including but not limited to Websites, flyers, press releases, statements made on telephone answering machines, TV, infomercials, radio or any other form of advertising in any medium that can construed to be a means of advertising or for promotional purposes and in which Swiftpages.com 's name, trademark, or logo, or that of any of its products, services or sales aids is to be used, must be approved by the Company in writing before the dissemination, broadcast or distribution of said advertising or promotional material.

Accordingly, Associates must submit all promotional materials, advertisements, and other literature (including proposed Websites, Internet advertising and banner ads) to The Company for approval. Unless the Associate receives specific written approval to use the material, the request shall be deemed denied. Any approval granted for said advertising shall be specifically applicable to the Associate that originated the request and then only exclusively for the same Associate's Business. Said approval is not transferable.

Except as provided in this section, Associates may not use or transmit unsolicited faxes, mass email distribution, unsolicited email, banner ads, or "spamming" relative to the operation of their Swiftpages.com business. The terms "unsolicited faxes" and "unsolicited email" mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting Swiftpages.com, its products, its compensation plan or any other aspect of The Company which is transmitted to any person, except that these terms do not include a fax or email: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Associate has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between an Associate and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Associate; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

b. Telephone Listing

Associates may not be listed in a telephone directory white pages as a Swiftpages.com Associate. No Associate may contract for a display type ad in any telephone directory. Associates may not list their telephone number with the Telephone Company as "The Company" or in any way cause the local directory assistance operators to refer callers searching for the Company Corporate office. In the event an Associate receives a call meant for the Corporate Office, the Associate should refer the caller to the corporate office.

c. Receiving Telephone calls

All Associates are independent contractors and prohibited from answering the telephone and/or using any answering message device that would in any way mislead a caller into assuming that they have reached the Company.

d. Pre-recorded Telephone Solicitation Devices

The Company or Copyrighted materials may not be used with automatic calling devices or "boiler room" operations whether to solicit Associates or Affiliates.

e. Business Cards and Stationary

An Associate may order business cards and stationary from any printer provided they use the words "Independent Associate" under their name so as not to imply they are a Corporate Representative of Swiftpages.com . Distributors may contact Swiftpages.com for help with regards to printing business cards and possibly to get help in obtaining graphic art for this purpose.

9. Media Inquiries

Associates may not solicit coverage or publicity from the media regarding their Swiftpages.com business, nor may they appear on radio or television talk shows to promote their activities. If the media contacts an Associate, the contact should be referred to the Company Corporate Office to ensure accuracy and a consistent Company image.

10. Business Names

No Associate may use the words Swiftpages.com within a business name. An example of an unauthorised use of the trademarked name is "Swiftpages.com of London"

11. Conduct at Business Presentations and Training Sessions.

All business presentation and training sessions shall be conducted in strict conformity with The Company-produced guidelines, scripts, slides and printed material. They have been developed and refined to make sure that prospects have accurate information upon which to base their decisions, and to assist new Associates in learning proven techniques for achieving success.

12 Product Claims

Associates shall not make any claim for any Company product that is not expressed in official promotional material.

13. Income Representations

Associates of the Company shall not make any false or misleading statements about their own or any other Associates income. No hypothetical examples of what is mathematically possible, nor income projections or potentials may be used in any business Presentation

without the appropriate disclaimer. Associates shall avoid any suggestion that it is easy to attain high-income levels, and shall always explain that each individual's success depends solely upon the level of effort expended and their personal commitment to the Company program. An Associate shall make it clear that the Compensation Plan is based upon sales of the Company's products, and that no compensation is available from the Compensation Plan or otherwise merely from the sponsorship of other Associates. Sales must be emphasized in all sponsoring presentations.

14. Inducement to Prospects

All Associates are equal in the eyes of the Company's Corporate Management. No organisation, team or group may imply that it has a "special relationship" or that it can offer a prospect preferred treatment by virtue of their "special relationship" with the Company corporate office.

At open/public meetings, Swiftpages.com podium and/or wall banners are permissible. Signage stating the name of the Company product/s is also permitted. However, it is strictly against Company policy to display banners, signs or other paraphernalia that identifies or promotes the name of a specific Downline, network or organisation at any public meeting. Such banners, signs paraphernalia may be utilized only at closed presentations put on by and paid for by a single Downline network or organisation.

15. Alien Materials or Products

During the term of the Associate Agreement, Associates shall not sell or promote directly or indirectly the products, services or opportunities of any other company while conducting their business. Additionally, only the Company's authorised promotional materials may be sold or displayed at any Swiftpages.com meeting. Violation of this provision is justifiable cause for cancellation of the offending Distributorship.

GENERAL PROVISIONS

1. Relationships between the Company and its Associates

All Associates, Affiliates and independent contractors are responsible for the payment of any expenses resulting from the operation of their business. The Agreement between the Company and its Associates does not create an employer/employee relationship, agency, and partnership or joint venture between the Company and the Associates. Associates have no authority to bind the Company to any obligation or contract on behalf of the Company.

2. Expenses.

Any and all expenses arising from the Associate's business operations are the sole responsibility of the Associate, including, but not limited to legal costs, telephone expenses, advertising, etc.

3. Indemnity

Each Associate shall hold The Company harmless from any claims, damages, or liabilities arising from the Associate's misrepresentation, negligence or failure to follow these Policies & Procedures.

4. Income Tax

Associates are independent contractors for federal and state income tax purposes and do not have do not have income taxes withheld from bonuses. Associates are responsible for reporting and paying income taxes to local, provincial, state and/or federal authorities.

Please keep in mind that there are many tax benefits available to independent contractors under the provisions of the existing tax laws. Associates are responsible for contacting the proper taxing authorities or an accountant for up-to-date information on tax laws.

5. Additional Taxes

Where there are additional taxes liable in any respective country (such as VAT, GST, Sales Tax, Withholding Tax, etc) the law governing the local jurisdiction shall apply. If The Company is required to take the appropriate tax out of the Associates' and Affiliates' bonuses, then it shall. In all other cases it will remain the responsibility of the respective Associate or Affiliate to comply with local tax laws.

6. Unemployment Insurance

The Company makes no contributions to any of the various provincial, state or federal employment funds because of the Associate's independent contractor status. Since payments are not made, an Associate is not eligible to claim unemployment compensation as a result of having been associated with The Company as an Associate.

7. Change of Address Notification

An Associate requiring a change to his/her record (address, telephone number, etc.) must notify The Company in writing by electronic mail (in the members area of the Swiftpages.com website) as soon as any change to the information provided in the original Associate Application occurs.

8. Pricing & Range of Products

The Company has the exclusive right to set and change prices of any of its products. The Company may add, delete or modify any price or products it deems appropriate at any time.

9. Vendor Confidentiality.

Swiftpages.com business relationships with its vendors and suppliers are confidential. An Associate shall not contact, directly or indirectly, or speak to or communicate with any representative of any supplier of The Company except at a Swiftpages.com sponsored event at which the representative is present at the request of Swiftpages.com. Violation of this regulation may result in cancellation of the Associate's benefits and possible claims for damages if the vendor/manufacturer association is compromised by the Associate's contact.

10. Non-disparagement.

While Swiftpages.com welcomes constructive input, negative comments and remarks made in the field by Associates about The Company, its products, or Compensation Plan serve no purpose other than to sour the enthusiasm of other Swiftpages.com Associates. For this reason, and to set the proper example for their Downline, Associates must not disparage The Company, Company Directors, officers, or employees, other Associates, Swiftpages.com products or Compensation plan. Any disparagement of The Company, Company Directors, officers, or employees, other Associates, Swiftpages.com

products or Compensation plan constitutes a material breach of the Policies & Procedures.

11. Governmental Endorsement.

Federal and state regulatory agencies do not approve or endorse any particular direct selling programs. Therefore, Associate's may not represent or imply, directly or indirectly, that Swiftpages.com program has been approved or endorsed by any governmental agency.

12. Amendments.

Swiftpages.com reserves the right to amend the Policies & Procedures set forth herein, its prices, product availability, formulation, and/or Compensation Plan, as it deems appropriate. Amendments will be posted online and any other means that Swiftpages.com deems appropriate. Amendments are effective and binding on all Associates as of the date of issuance. In the event of any conflict between the Agreement, the Policies and Procedures and any such amendment, the amendment shall control.

13. Non-Waiver Provision.

No failure of Swiftpages.com to exercise any power under these Rules and Regulations or to insist upon strict compliance by an Associate 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 Swiftpages.com right to demand exact compliance with these Policies and Procedures. Waiver by Swiftpages.com can only be effected in writing by an authorized officer of The Company.

14. Jurisdiction.

All disputes and claims relating to Swiftpages.com, the Agreement, Compensation Plan or its products and services, the rights and obligations of an Independent Associate and Swiftpages.com, or any other claims or causes of action relating to the performance of either an Associate or The Company under the Agreement or the Policies & Procedures and/or an Associate's purchase of products or services shall be adjudicated totally and finally in South Australia, or such other location as Swiftpages.com prescribes.

15. Arbitration.

Except as specifically provided otherwise, all unresolved disputes and claims relating to or arising from this Agreement shall be completely and finally settled by arbitration in South Australia, Australia or such other location as Swiftpages.com prescribes. The decision of an arbitrator shall be final and binding and may not be appealed or tried anew in any court. This agreement to submit unresolved disputes and claims to binding arbitration shall survive the voluntary or involuntary cancellation of the Distributorship. Each party shall be solely responsible for their own legal costs.

16. 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 Swiftpages.com has prescribed is held to be invalid or unenforceable, Swiftpages.com 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. The Associate shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

17. Limitation of Damages.

To the extent permitted by law, Swiftpages.com and its affiliates, officers, directors, shareholders, employees, attorneys, accountants, servants and other representatives shall not be liable for, and the Associate hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special consequential or exemplary damages which may arise out of any claim whatsoever relating to The Company's performance, non-performance, act or omission with respect to the business relationship or other matters between the Associate and Swiftpages.com whether sounding in contract, tort or strict liability. Furthermore, it is agreed that any damage to the Associate shall not exceed, and is hereby expressly limited to, the amount of unsold Swiftpages.com products and/or services, owned by the Associate and bonuses owing.

17. Notice

All notices to be given pursuant to the Agreement shall be deemed to have been properly given by:

- a. Depositing the notice in the mail, addressed to either party at the last address on file, post paid and registered or certified; or
- b. Delivery by hand or by a recognized overnight courier service; or
- c. Fax transmission followed by confirmation copy sent by mail; or
- d. Electronically mailed transmission of the notice followed by confirmation copy sent by mail.

All Notices shall be deemed delivered:

- a. Five business days from the date of posting, if sent by mail;
- b. Two days after collection by a courier; or
- c. Same day if delivered by hand or upon transmission by fax or electronic mail.

18. Excuse for Non-Performance (Force Majeure)

The failure or delay of either party to this Agreement to perform any obligations under this Agreement solely by reason of acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labour disputes or disturbances, fire, transportation contingencies, shortage of regulations, acts or orders of any government agency or official thereof or court order, other catastrophes, or any other circumstance beyond its reasonable control ("Force Majeure") will be deemed not to be a breach of this Agreement so long as the party so prevented from complying with this Agreement has not contributed to such Force Majeure, has used reasonable efforts to avoid such Force Majeure or to ameliorate its effects, and continues to take all actions within its power to comply as fully as any such Force Majeure, performances of the obligations will be deferred until the Force Majeure ceases. This section will not apply to excuse a failure to make any payment when due. If The Company is prevented from delivering part of the Goods by reason of any of the causes specified in this section, then The Company will deliver and the Associate will take and pay for such part of the Goods as The Company may be able to deliver.