

Advertising & Anti-Spam Policies

INDEPENDENT BUSINESS OWNERS - PLEASE NOTE: The following policies which are particularly relevant to your promotional activities are taken directly from SECTION THREE of the eCosway Policies and Procedures that you electronically signed and agreed to when you registered as an eCosway Business Owner.

Adherence to the eCosway Profit Plan

Business Owners must adhere to the terms of the eCosway Profit Plan as set forth in official eCosway material. Unless an Independent Business Owner has received express written approval from eCosway, an Independent Business Owner shall not offer the eCosway opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official eCosway material. Independent Business Owners shall not require or encourage other current or prospective Independent Business Owners or Shoppers to participate in eCosway in any manner that varies from the program as set forth in official eCosway material. Independent Business Owners shall not require or encourage other current or prospective Shoppers or Independent Business Owners to execute any agreement or contract other than official eCosway agreements and contracts in order to become an Independent Business Owner. Similarly, Independent Business Owners shall not require or encourage other current or prospective Independent Business Owners or Shoppers to make any purchase from, or payment to, any individual or other entity to participate in the eCosway Profit Plan other than those purchases or payments identified as recommended or required in official eCosway material.

Advertising In General

All Independent Business Owners shall safeguard and promote the good reputation of eCosway and its merchandise. The marketing and promotion of eCosway, the eCosway opportunity, Profit Plan, and eCosway merchandise shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the merchandise, and the tremendous opportunity eCosway offers, Independent Business Owners should use the sales aids and support materials produced or approved by eCosway. The rationale behind this requirement is simple. eCosway has carefully selected its merchandise, designed the Profit Plan and promotional materials to ensure that each aspect of eCosway is fair, truthful, substantiated, and complies with the vast and complex legal requirements of national, federal, state, provincial, territorial, or local laws. If Independent Business Owners were allowed to develop their own sales aids and promotional materials (which includes Blogs, Websites and Internet advertising) without Company approval, notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any laws, statutes or regulations affecting the eCosway business is almost certain. These violations, although they may be relatively few in numbers, would jeopardize the eCosway opportunity for all Independent Business Owners. In addition to the legal ramifications, allowing independent Websites to come up when a person searches on the company's proprietary keywords is unfair to all the other IBOs. Accordingly, Independent Business Owners must submit all written sales aids, promotional materials, advertisements, and other literature (including proposed Internet advertising, websites, banners, classified ads, blogs, forums, etc.) to the Company for prior approval. Unless the Business Owner receives specific written approval to use the material, the request shall be deemed denied. Independent Business Owners may develop, produce, and utilize sales aids, promotional materials, advertisements, and other literature without prior written Company's approval, if and only if, they contain no direct or indirect references to eCosway, or its Profit Plan, merchandise, trademarks, trade names, service marks, service names, websites, URLs, or any other type of identifying information.

Advertising & Anti-Spam Policies

To protect the interests of all of our Shoppers and Independent Business Owners, eCosway has adopted a ZERO-TOLERANCE stance on spam and inappropriate advertising. Any Independent Business Owner or Shopper caught spamming or inappropriately advertising to promote his or her eCosway business will be immediately terminated. If an Independent Business Owner is terminated for spamming or inappropriate advertising, he or she will lose all Independent Business Owner privileges, forfeit any unpaid monies, forfeit all reserves of Redemption Points, eVolume, and Qualification Units, and lose his or her business network. If a Shopper is terminated for spamming, he or she will lose all Shopper privileges and forfeit all Redemption Points. If the spamming or inappropriate advertising activities result in any damage or cause any of the eCosway websites, domains, servers or activities to be interrupted from normal operation, the Business Owner or Shopper responsible for the spamming or inappropriate advertising will be held liable for all damages and loss of business.

For the purposes of this policy, eCosway will consider the following activities (or similarly unlisted activities) done in the following situation as spamming and in violation of this policy:

Specifically, Independent Business Owners and Shoppers are prohibited from doing the activities listed in Section A in any of the circumstances listed in Section B listed below:

Section A

- Using the words Cosway or eCosway (even when contained within another word such as MyCosway or eCoswayNow etc.)
- Using derivative spellings of these words (such as e-Cosway, eeCosway or Causeway.
- Referring to Cosway or eCosway.
- Linking to any of the eCosway URLs or websites.
- Linking to a site which subsequently links to an eCosway URL or website.
- Using a "pointer page" or "redirect link" which ends up on any eCosway website.
- Transmitting any information which directly or indirectly implies eCosway involvement.

Section B

- While violating any local, state, federal or international laws including those regarding UCE - unsolicited commercial email.
- In a website, webpage, forum, internet group, or blog.
- In any search terms or keywords on any website, video, blog, etc.
- In a classified advertisement of any sort (except as specifically allowed by eCosway).
- In a signature file (except as specifically allowed by eCosway).
- In any email to any person or prospect who has not specifically requested the information or given you permission to send it.
- In any email sent to a bulk list including "safe lists," "cleaned list", " purchased list", and lists copied from the "send to" area of emails sent to you.
- In any email sent as a response to someone who has posted a message, placed a classified advertisement, or sent you an unsolicited email.
- In any email sent without a valid return email address that a recipient can reply to.
- In any email which uses a false or misleading name, a false or misleading heading, false or misleading header, a false or misleading subject line, or any other false or misleading information.
- While communicating in a chat room, forum, group or blog (unless you have company permission).
- While communicating with someone via an instant messaging system (such as ICQ, Yahoo, IM, Skype etc.) without first getting permission or a request for more information from that other person.
- While posting to any forum, group, bulletin board, discussion list, blog, or "comment area" or other similar arenas on the Internet.
- In any online or printed materials that are not pre-approved by eCosway.
- In any materials which are distributed on private property or in any other place or manner which is prohibited by individuals, entities, or by law.

Unsolicited Faxes

Except as provided in this section, Independent Business Owners may not use or transmit unsolicited faxes relative to the operation of their eCosway businesses. The terms "unsolicited faxes" means the transmission via telephone facsimile of any material or information advertising or promoting eCosway, its merchandise, its Profit Plan or any other aspect of the Company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Independent Business Owner 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 Independent Business Owner and a person, on the basis of: (a) an enquiry, application, purchase or transaction by the person regarding merchandise offered by such Business Owner; or (b) a personal or familial relationship which relationship has not been previously terminated by either party.

Telemarketing Techniques

The use of any automated telephone solicitation equipment or "boiler-room" tactics in connection with the

marketing or promotion of eCosway, its merchandise or the opportunity is strictly prohibited. For the purposes of this section, the term "boiler room tactics" includes high-pressure promotional tactics that have the effect of creating an artificially short period in which a prospect must make a decision or that are designed to overcome a prospect's reluctance to join eCosway, including:

- The use of intensive telephone campaigns or unsolicited calls to persons who are not known by or who do not have a prior relationship with the caller and in which the person is encouraged to make a hasty decision to join eCosway without regard to the person's needs and objectives
- The use of scripts designed to meet the prospect's objections
- Repeated phone calls
- Phone calls designed to entrap the prospect
- Threatening tones on the telephone
- Informing the prospect that there is little time within which to make a decision.

Websites, Domain Names, and E-Mail Addresses

Independent Business Owners and Shoppers may not use, register, or attempt to register the word "eCosway," "Cosway" or any of eCosway's trade names, trademarks, service names, service marks, merchandise names, or any derivative thereof, in any domain name, email address, group name, blog name, etc.

Independent Business Owners may not use the words, eCosway, Cosway, Mutual Marketing, nor any of the Berjaya names or trademarks, nor any of the names of eCosway's partners on any website, blog, forum, or group or in the HTML code or meta-tags of any non-eCosway website not pre-approved by eCosway.

Independent Business Owners and Shoppers are also prohibited from linking to any eCosway domain or website from any non-eCosway website. If an Independent Business Owner or Shopper desires to use the word "eCosway" or "Cosway" on a website, or if an Independent Business Owner or Shopper wishes to link to eCosway from a website that the Independent Business Owner or Shopper creates, he or she must first contact eCosway for permission and written approval to do so. No Independent Business Owner or Shopper may use, incorporate, or attempt to incorporate the word "eCosway," "Cosway," or any of eCosway's trade names, trademarks, service names, service marks, product names, or any derivative thereof, into any electronic mail address or signature files.

If an Independent Business Owner or Shopper desires to utilize an Internet webpage to promote his or her business, he or she may do so through the Company's official website, using official eCosway templates. Alternatively, Independent Business Owners and Shoppers may develop their own website, however, any Independent Business Owner or Shopper who does so must ensure that such website contains no direct or indirect references to eCosway, or its Profit Plan, merchandise, trademarks, service marks, websites, URLs, or any other type of identifying information. Independent Business Owners and Shoppers who develop or publish their own websites must register their site(s) with the Company and receive written approval from the Company prior to the site(s) public availability. Independent Business Owners and Shoppers must also notify the Company whenever any changes or modifications are made to the site(s). The failure to register or notify the Company of subsequent changes or modifications constitutes a material breach of these policies and procedures.

Trademarks and Copyrights

eCosway will not allow the use, for any purpose, of its trade names, trademarks, services names, service marks, product names, URLs, website addresses, designs, or symbols by any person, including an Independent Business Owner or Shopper, without its prior written permission. Independent Business Owners and Shoppers do not need to obtain prior written permission to use the above-mentioned items if the Independent Business Owner or Shopper is using eCosway's official material.

Independent Business Owners and Shoppers may not produce for sale or distribution any recorded Company events or speeches without written permission from eCosway nor may an Independent Business Owner or Shopper reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

Website Proprietary Rights

Independent Business Owners and Shoppers agree that the eCosway Websites contain information, data, photographs, graphs, software, videos, text, typefaces, graphics, designs, music, sound, and other material (collectively "Intellectual Property") that are protected by copyrights, patents, trademarks, trade secrets, or other proprietary rights and that these rights are valid and protected in all forms and technologies, existing now or

hereafter developed. Independent Business Owners and Shoppers agree that they shall not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, perform, display, or in any way exploit any of the Intellectual Property or the sites, in whole or in part.

To the extent necessary to lawfully access and use the eCosway Websites, and provided there are no specific restrictions displayed, Independent Business Owners and Shoppers may display, download, archive, and print in hard copy portions of the Websites for the Business Owner or Shopper's personal use only. In so doing, an Independent Business Owner or Shopper may not modify the materials and must retain all copyright and other proprietary notices contained in the materials.

Independent Business Owners and Shoppers may not remove or mirror any material contained on any eCosway Website without the prior written permission of eCosway. Independent Business Owners and Shoppers agree that they will not copy, disassemble, de-compile, or reverse engineer any part of the eCosway Websites. Independent Business Owners and Shoppers further agree that they will not otherwise attempt to obtain or learn the source code, structure, algorithms, or ideas underlying such sites.

Any violation of this Section shall constitute a material violation of the Independent Business Owner Agreement. The restrictive terms of this Section 3.2.7 shall survive the termination of the Independent Business Owner Agreement.

Media and Media Inquiries

Independent Business Owners must not attempt to respond to media inquiries regarding eCosway, its merchandise, or their independent eCosway business. All inquiries by any type of media must be immediately referred to eCosway. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

Fraudulent Enrollment

"Fraudulent Enrollment" includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Business Owner Application and Agreement by such individuals or entities; or (b) the enrollment or attempted enrollment of non-existent individuals or entities as Independent Business Owners or Shoppers ("phantoms"). Fraudulent enrollment constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

Unauthorized Claims and Actions

An Independent Business Owner is fully responsible for all of his or her verbal and written statements made regarding eCosway merchandise, and the Profit Plan which are not expressly contained in official eCosway material. Business Owners agree to indemnify eCosway and eCosway's directors, officers, employees and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or loss of business suffered by eCosway as a result of the Independent Business Owner's unauthorized representations or actions. This provision shall survive the termination of the Independent Business Owner Agreement.

Product Claims

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any merchandise offered by eCosway may be made except those contained in official eCosway material. In particular, no Independent Business Owner or Shopper may make any claim that eCosway merchandise are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only are such claims violative of eCosway policies, but they potentially violate national, federal, state, provincial, territorial or local laws and regulations.

Income Claims

In their enthusiasm to enroll prospective Independent Business Owners, some Independent Business Owners are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Independent Business Owners may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At eCosway, we firmly believe that the eCosway income potential is great enough to be highly attractive, without reporting the earnings of others.

Moreover, many countries, states, provinces and territories have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Independent Business Owners may believe it to be beneficial to provide copies of Business Status Reports, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact eCosway as well as the Independent Business Owner making the claim unless appropriate disclosures

required by law are also made contemporaneously with the income claim or earnings representation. Because eCosway Business Owners do not have the data necessary to comply with the legal requirements for making income claims, an Independent Business Owner, when presenting or discussing the eCosway opportunity or Profit Plan to a prospective Independent Business Owner, may not make income projections, income claims or disclose his or her eCosway income or Business Status Report (including the showing of bank statements or tax records). Hypothetical income examples that are used to explain the operation of the Profit Plan, and which are based solely on mathematical projections, may be made to prospective Independent Business Owners, so long as the Independent Business Owner who uses such hypothetical examples makes clear to the prospective Independent Business Owner(s) that such earnings are hypothetical.

Conflicts of Interest

Nonsolicitation

Independent Business Owners may participate in other direct selling or network marketing or multilevel marketing ventures (collectively "network marketing"), and Independent Business Owners may engage in selling activities related to non-eCosway merchandise if they desire to do so. However, if an Independent Business Owner elects to participate in another network marketing opportunity, in order to avoid conflicts of interest and loyalties, Independent Business Owners are prohibited from Unauthorized Introduction which includes the following: During the term of this Agreement, any actual or attempted introduction or enrollment of eCosway Independent Business Owners for other network marketing business ventures (except Cosway), either directly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of other network marketing business ventures (except Cosway) to any eCosway Independent Business Owner, or implicitly or explicitly encouraging any eCosway Independent Business Owner to join other business ventures. Because there is an extreme likelihood that conflicts will arise if an Independent Business Owner operates two network marketing programs, it is the Independent Business Owner's responsibility to first determine whether a prospect is an Independent Business Owner before introducing or enrolling the prospect for another network business venture. For a period of six months following the cancellation of an Independent Business Owner Agreement, the former Independent Business Owner may not introduce any eCosway Business Owner for another network marketing program (except Cosway).

Business Status Reports

Business Status Reports are available for Independent Business Owners' access and viewing at eCosway's official website. Access to online Business Status Reports is password protected. **All Business Status Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to eCosway.** Business Status Reports are provided to Independent Business Owners in strictest confidence and are made available to Independent Business Owners for the sole purpose of assisting Independent Business Owners in working with their respective branch network in the development of their eCosway business. Independent Business Owners should use their Business Status Reports to assist, motivate, and train other Independent Business Owners in their Branch Network. The Independent Business Owner and eCosway agree that if the Independent Business Owner did not agree to these terms of confidentiality and nondisclosure, eCosway would not provide Business Status Reports to the Independent Owner. An Independent Business Owner shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

Use the information to compete with eCosway or for any purpose other than promoting his or her eCosway business; or Introduce or solicit any Independent Business Owner of eCosway listed on any report, or in any manner attempt to influence or induce any Independent Business Owner of eCosway, to alter his or her business relationship with eCosway.

Upon demand by the Company, any current or former Independent Business Owner will return the original and all copies of Business Status Reports to the Company.

Governmental Approval or Endorsement

The majority of national, federal, state, provincial, territorial, or local regulatory agencies or officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, Independent Business Owners shall not represent or imply that eCosway or its Profit Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency, unless the Company or the Profit Plan have been so approved or officially sanctioned by such an agency.

Holding Applications or Orders

Independent Business Owners must not manipulate enrollments of new Independent Business Owners, or purchases of merchandise. The holding of applications or orders constitutes "stacking." The term "stacking" includes: (a) the failure to transmit to eCosway, or the holding of an Independent Business Owner Application and

Agreement, in excess of twenty-four (24) hours after the time any funds are or credit card information is provided by the new Independent Business Owner (unless the transmission of an Independent Business Owner Application and Agreement is not possible due to the contingencies set forth in Section 1.4); (b) the placement or manipulation of Independent Business Owner Applications and Agreements for the purpose of maximizing earnings pursuant to eCosway's Profit Plan; or (c) providing financial assistance to new Independent Business Owners for the purpose of maximizing earnings pursuant to eCosway's Profit Plan. Stacking constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

Independent Contractor Status

Business Owners are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between eCosway and its Independent Business Owners does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Independent Business Owner. Independent Business Owners shall not be treated as an employee for his or her services or for national, federal, state, provincial, territorial, or local tax purposes. All Independent Business Owners are responsible for paying national, federal, state, provincial, territorial, or local taxes due from all profits and incentives earned as an Independent Business Owner of the Company. The Independent Business Owner has no authority (expressed or implied), to bind the Company to any obligation. Each Independent Business Owner shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Independent Business Owner Agreement, these Policies and Procedures, and applicable laws. This independent contractor status is not altered if an Independent Business Owner spends time talking to prospects or selling products inside one of our offices or stores unless a specific employment agreement has been signed.

Use of the eCosway Name

The name of eCosway and other names as may be adopted by eCosway are proprietary trade names, trademarks and service marks of eCosway. As such, these marks are of great value to eCosway and are supplied to Independent Business Owners for their use only in an expressly authorized manner. Use of eCosway name on any item not produced by the Company is prohibited except as follows:



Business Owner's Name
Independent Business Owner

All Independent Business Owners may list themselves as an "eCosway Independent Business Owner" in the white or yellow pages of the telephone directory under their own name, however, neither this phrase nor any other verbiage identifying eCosway may be used in any email signature file. No Independent Business Owner may place telephone directory display advertisement using eCosway's name or logo. Independent Business Owners may not answer the telephone by saying "eCosway", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of eCosway.

Adherence to Laws and Ordinances

Some countries, states, provinces, territories, counties, and cities have laws regulating certain home-based businesses. In most cases these laws are not applicable to Independent Business Owners because of the nature of their business. However, Independent Business Owners must obey those laws that do apply to them. If a governmental official tells an Independent Business Owner that a law, regulation, or ordinance applies to him or her, the Business Owner shall be polite and cooperative, and immediately send a copy of the ordinance to eCosway. In most cases there are exceptions to the ordinance that may apply to eCosway Independent Business Owners.

Independent Business Owners shall comply with all national, federal, state, provincial, territorial, or local laws and regulations in the conduct of their businesses.