

## ViSalus Sciences BMW Program Guidelines

### Program Overview

The ViSalus Sciences BMW Program is an incentive reward offered to distributors who achieve and maintain the position of Regional Director or above in the ViSalus Sciences Compensation Plan. Representatives who qualify for this program, acquire a Qualifying BMW, and properly communicate their acquisition of their car to ViSalus will qualify for monthly bonus payments according to their rank, volume, and adherence to the ViSalus BMW program guidelines. Representatives also have the option to take a lesser monthly bonus should they choose not to acquire a black BMW.

The ViSalus BMW program is designed to reward our top distributors for their continued efforts with a superior luxury car that also serves as a great tool for building their ViSalus Business.

### Qualification Requirements

In order to qualify for the ViSalus BMW Bonus Program, you must meet the following requirements:

- You must be an Active Distributor with ViSalus Sciences.
- You must have enrolled with ViSalus via the Executive Success System or upgraded to the Executive Success System.
- You must achieve the rank of Regional Director or above.

Meeting these requirements is the first step towards becoming eligible to receive a monthly BMW Bonus.

### Your Welcome Packet

- When you qualify for the ViSalus Sciences BMW Program, you will receive an official **Welcome Packet** via mail from ViSalus Sciences.
- Welcome Packet includes:
  - Official Welcome Letter
    - This letter is your official welcome to the BMW Program, and necessary for you to qualify for bonus payments. You are not authorized to begin the program until you have received this letter, reviewed the Program Guidelines, and returned to ViSalus corporate a signed copy of the acknowledgement page of the Program Guidelines.
  - Dealer Process Information
    - Upon qualification, you will receive a welcome letter directing you to begin the car selection process. Depending on your region, a local preferred dealer may be suggested.
    - You may choose to acquire your car from a preferred ViSalus dealer, or from a local dealership of your choice.
    - You will be responsible for submitting your completed deal paperwork to ViSalus Corporate to begin your bonus payments.

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- Please be sure to send a legible faxed copy or high quality scan, as many carbon copies are difficult to read.
  - Program Guidelines
    - The document you are reading now. This outlines the full scope of the program. You **must** carefully read and review this document before signing and returning to ViSalus the acknowledgement page before you are eligible to participate in the program.

### Acquiring your BMW

- Working with a Dealer of your choosing, locate the car you want and agree on deal terms directly with them.
- Qualified BMW's are as follows:
  - The car must be a BMW with a BLACK exterior.
  - Aside from exterior color, there are no restrictions on Model, features, or year of car except as noted below.
  - Pre-owned BMW's are acceptable.
  - BMW Motorcycles are acceptable.
  - MINI's or MINI Coopers are **not** permitted.
- You have the option to either purchase or lease.
  - There is no restriction on length of lease.
  - Purchasing your BMW will make you eligible for the full \$600 monthly bonus provided you hit and maintain the position of Regional Director or above, and provided you maintain ownership of the vehicle.
  - Leases will make you eligible for the full \$600 monthly bonus only for the length of your lease. If your lease expires and you do not purchase your BMW or lease/purchase another BMW, you will no longer be eligible for the full \$600 monthly bonus.
- Delivery
  - In some cases, you can arrange to have your car delivered to a ViSalus event. Working with your dealership, this option will allow you to be presented your new BMW as part of a ViSalus local or national event.
- Branding
  - Once you submit your completed paperwork, ViSalus will send your branding kit, complete with the following items.
    - "Paid for by ViSalus Sciences" license plate frame
    - TOLDUSO plate inserts
    - ViSalus silver emblem (place on left rear of car)

- Marketing & Testimonies
  - Once you receive your BMW, we ask that you provide a picture and testimony so that we may feature you in upcoming ViSalus print, web, and marketing pieces.
  - Please provide the following:
    - Digital picture of you with your BMW sent to [stories@visalus.com](mailto:stories@visalus.com)
    - Short testimony about how it feels to get your new BMW
    - Name, position, city, state
  - Also be sure to post your pictures and videos on Vi-Net to “Share!” within the ViSalus community or show off to anybody who you just want to say “TOLD U SO” to!

### **IMPORTANT PROGRAM ADVISORY**

- **Please be aware of the following important points regarding your participation in this program.**
  - The contract you execute will be between you and the Dealership/BMW Financial.
  - ViSalus Sciences’ obligation is to award your monthly bonuses to you based on program rules if and when you take delivery of your car and sign and return the attached signature page, fully executed.
  - ViSalus Sciences will not offer advice to you regarding your ability to honor a lease contract or with respect to the terms of any lease. This agreement is strictly between you and the seller/lessor.

**ViSalus urges you not to enter a lease or purchase agreement with which you are not fully comfortable financially. We want you and your family to be completely prepared for the responsibility of the care and payments required before entering any agreement.**

### **Bonus Payments**

#### **Starting your Bonus Payments**

- **Full BMW Bonus Criteria**
  - The Full BMW bonus is \$600/month for as long as you maintain possession of a qualifying black BMW and maintain the rank of Regional Director or above.
  - Delivery of your car, faxing of your completed purchase/lease agreement, and return of the signed Acknowledgement page, fully executed, triggers your first payment.
  - **Please fax to (248)524-9523 OR (877)547-1570.**
  - Volume Requirements
    - For each month you complete as a fully qualified Regional Director or above, you will receive your full \$600 bonus.
    - Bonuses are paid on the 15<sup>th</sup> of each month as part of our monthly commission cycle. For example, you will receive a bonus based on your January production on or around the 15<sup>th</sup> of February (pending weekends and/or Holidays). Note this is subject to change at the company’s discretion.
    - If during your first 12 months since starting full bonus eligibility you do not qualify as a Regional Director but your GQV (Group Qualification Volume) is \$6,250 or higher, you will receive a bonus payment in the amount of \$300.
    - If your GQV is less than \$6,250, you will not receive a bonus for that month’s production.

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- **Non-BMW Monthly Car Allowance Criteria**

*Because not everybody has the need, desire, or means to acquire a BMW right away, we offer a \$300 cash bonus option for qualifying Regional Directors without a car.*

- The Non-BMW Monthly Car Allowance is \$300/month on an ongoing basis.
- You must still submit a signed Acknowledgement Letter to trigger your first payment.
- **Please fax to (248)524-9523 OR (877)547-1570.**
- Volume Requirements
  - For each month you complete as a fully qualified Regional Director or above, you will receive a bonus payment in the amount of \$300.
  - Bonuses are paid on the 15<sup>th</sup> of each month as part of our monthly commission cycle. For example, you will receive a bonus based on your January production on or around the 15<sup>th</sup> of February (pending weekends and/or Holidays). Note this is subject to change at the company's discretion.

### **Credit & Accrued Payments**

- The decision to acquire a new or used BMW vehicle is solely the responsibility of the Distributor in consultation with BMW, dealer or lessor. Any contract signed by the Distributor is exclusively between said Distributor and BMW. ViSalus Sciences will not guarantee any purchase or lease payments and cannot offer any advice as to the Distributor's ability to finance said vehicle.

- **SPECIAL ADDENDUM**

- New Regional Directors who qualify for the first time in the October 2009, November 2009, or December 2009 production periods have the option upon acquiring a BMW to receive a bonus in the amount of \$730 (Full Qualification) or \$365 (Half Qualification) for up to 12 consecutive months based on the criteria below.
- **New Regional Directors who qualify for the first time in the October 2009 production month are NOT eligible for the \$300 half bonus option.**
- Car must be acquired by March 31<sup>st</sup>, 2010 to be eligible. If acquired after March 31<sup>st</sup>, 2010, the current \$600 maximum bonus rules will apply.
- The Special Regional Director bonus is \$730/month for a maximum of 12 consecutive months.
- Delivery of your car, faxing of your completed purchase/lease agreement, and return of the signed Acknowledgement page, fully executed, triggers your first payment.
- **Please fax to (248)524-9523 OR (877)547-1570.**
- Volume Requirements
  - If you finish any of your first 12 months following the acquisition of your Qualified BMW, and as a fully qualified Regional Director, you will receive your full \$730 bonus.
  - If you do not qualify as a Regional Director but your GQV (Group Qualification Volume) is \$6,250 or higher, you will receive a bonus payment in the amount of \$365.
  - If your GQV is less than \$6,250, you will not receive a bonus for that month's production.
  - Bonuses are paid on the 15<sup>th</sup> of each month as part of our monthly commission cycle. For example, you will receive a bonus based on your January production on or around the 15<sup>th</sup> of February (pending weekends and/or Holidays). Note this is subject to change at the company's discretion.

### **Transferring**

- BMW bonus payments **may not be transferred**; however payments will be made in accordance with the program described above in the event of a family member or partner within the same household as a BMW Qualifier acquiring a ViSalus-branded black BMW. In this case, the person acquiring the car will also be required to acknowledge receipt and understanding of these guidelines.
- Combining of Bonus payments towards a single vehicle is not permitted. Each qualified Regional Director must acquire his/her own BMW to receive the maximum bonus.

### **Termination of Full BMW Bonuses**

- You will no longer be eligible to receive the full \$600 BMW Bonus in the event of any of the following circumstances:
  - You no longer own or lease the car which was acquired in accordance with the program.
  - You no longer use the car acquired by a qualified member of your household in accordance with the program.
  - You are no longer an active Representative of ViSalus Sciences or you sell your ViSalus Sciences distributorship.

### **Termination of Non-BMW Monthly Car Allowance**

- You will no longer be eligible to receive the \$300 Non-BMW Monthly Car Allowance in the event of any of the following circumstances:
  - You are no longer an active Representative of ViSalus Sciences or you sell your ViSalus Sciences distributorship.

## **PROGRAM TERM**

**The ViSalus BMW Program runs through December 31<sup>st</sup>, 2010. After this time, ViSalus reserves the right to deny admission of any new qualifiers for the ViSalus Bimmer Club. If you qualify in the ViSalus BMW Program prior to this date, you will still be eligible for bonuses as fully outlined in the guidelines above.**

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**Acknowledgment**

The undersigned ViSalus Independent Representative (“*Participant*”) is eligible to participate in the ViSalus Sciences BMW Program, described in the attached Program Guidelines (“*Program Guidelines*”). Participant acknowledges and agrees that he/she has received the Program Guidelines and by signing below, Participant further acknowledges and agrees as follows:

1. Participant’s purchase or lease of a BMW vehicle (in accordance with the terms and conditions of the Program Guidelines) is a condition for Participant’s receipt of the full bonus payments described in the Program Guidelines. In the event Participant does not purchase or lease a BMW vehicle in accordance with the terms and conditions of the Program Guidelines, Participant shall not be entitled to receive the full bonus payments described in the Program Guidelines. In addition, in the event that Participant does purchase or lease a BMW vehicle, but Participant’s purchase or lease agreement terminates for any reason or Participant fails to comply with any other requirements described in the Program Guidelines, Participant’s right to receive such full bonus payments will automatically terminate. Participant must still sign and return this page to be eligible to receive the Non-BMW Monthly Car Allowance as outlined in this document.

2. Participant understands that Participant is not obligated to purchase or lease a BMW vehicle. If Participant does purchase or lease a BMW vehicle, Participant acknowledges that he/she will, at all times, be personally and solely responsible for the payment to BMW of all purchase or lease amounts and/or any other amounts relating to such purchase or lease of a BMW vehicle. Participant further understands that ViSalus will not: (a) participate in any negotiations regarding Participant’s purchase or lease of a BMW vehicle; (b) sign (in any capacity whatsoever) the purchase or lease agreement, or any other documents, relating to Participant’s purchase or lease of a BMW vehicle; or (c) be liable in any way whatsoever to BMW (or any BMW affiliate) for any financial or other obligations relating to Participant’s purchase or lease of a BMW vehicle. ViSalus’ only obligation with respect to Participant’s purchase or lease of a BMW vehicle will be to pay Participant’s bonus directly to Participant in such amounts and for such periods of time as described in the Program Guidelines.

3. Participant has read and fully understands the meaning and consequences of the Program Guidelines and this Acknowledgment and has consulted with Participant’s legal and tax advisors regarding any questions Participant has with respect to the Program Guidelines, this Acknowledgment and/or the economic, legal and tax consequences of the foregoing.

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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The undersigned is a family member or partner (“*Partner*”) of the above signed ViSalus Independent Representative (“*Participant*”) and is a member of Participant’s household. Partner has agreed to acquire in their own name a qualifying BMW vehicle or has agreed to guarantee payments on behalf of above signed Participant who has acquired a qualifying BMW vehicle and by signing below acknowledges and agrees as follows:

1. I am a family member or partner of the above signed ViSalus Independent Representative and together with Participant reside in the same household. I have reviewed and understand the above program guidelines.
2. Although I have agreed to acquire in my name or guarantee the contract of an approved BMW vehicle on behalf of Participant, I understand that I am not entitled to receive any Bonus payments from ViSalus Sciences and by acquiring an approved BMW vehicle or guaranteeing payments for an approved BMW vehicle, I am solely responsible for all terms and conditions of the contract between myself and BMW.
3. I understand that should Participant cease using the acquired BMW vehicle for any reason whatsoever, that said Participant’s BMW bonus payments from ViSalus Sciences will immediately cease and will not resume under any circumstances.

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_