Your complete how-to guide includes rules, regulations, and tips on business management – plus the information you need on awards and bonuses.

FOR UPDATES
This Business Reference Guide is current as of March 2015. Updates to the Rules of Conduct are posted at Amway.com/support/ordering-product-support/rules-of-conduct.
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The Amway Independent Business Owner Compensation Plan enables you to earn income based on merchandising an array of high-quality products and services. (Selling and using the products is one segment of building a balanced and successful business, which also includes sponsoring others into the business.)

You may earn bonuses based on the overall sales volume generated through the customers you serve and through the business organization you develop by registering others as IBOs. Simply stated, the Amway Independent Business Owner Compensation Plan rewards you for selling products and services, and for registering others as IBOs who do the same.

The Amway Independent Business Owner Compensation Plan rewards several levels of achievement. Each IBO is an independent businessperson, whose individual success depends on his or her own selling efforts and the selling efforts of those he or she registers. Gross income from your independent business is based on a combination of what is referred to as immediate income – retail markup on sales to customers – plus any bonuses earned on your overall sales volume.

**Immediate Income**

Your immediate income is the difference between the cost at which you purchase product inventory from Amway or your sponsoring IBO, and the price at which you sell the products to your own customers. This income is realized immediately upon each sale to a customer. For your convenience, Amway publishes suggested retail prices for all products. However, these are suggested prices only, and you are not obligated to charge these prices. Each IBO is entitled to determine independently the prices at which they sell products to IBOs or other customers.

**Performance Bonus**

Additional income may be earned through the monthly Performance Bonus. The Performance Bonus is driven by sales volume, which is tracked from two sets of numbers – Point Value (PV) and Business Volume (BV) – that are published in connection with each available product or service.

**PV** is a unit amount (you can think of it as the number of points) assigned to each product. The total PV associated with your monthly sales volume is tracked to determine your Performance Bonus bracket. The higher your PV total, the higher the percentage (up to 25%) used in calculating your bonus (see the Performance Bonus Schedule below).

**BV** is a dollar figure assigned to each product. The total BV associated with your monthly sales volume is multiplied by the percent from your PV bracket to determine your gross Performance Bonus. Your sales volume, or your PV/BV as it is generally known, is generated by your own purchases, whether for personal use or resale, and by the purchases made by your registered customers.

To figure your gross Performance Bonus, you add the Pass-up Volume from your frontline IBOs (those you personally registered) – both PV and BV – to your personal PV and BV, then make your calculation according to the Performance Bonus Schedule. However, any Performance Bonuses earned by your frontline IBOs, using the same Schedule, must be subtracted from the gross amount to arrive at your net Performance Bonus. In addition, you will at least be at the same percentage bracket as your downline.

Note: Experience has shown that IBOs who register others generally have higher average volume than those who do not.

**Performance Bonus Schedule**

<table>
<thead>
<tr>
<th>If Your Total Monthly PV is:</th>
<th>Your Performance Bonus is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7,500 or more</td>
<td>25% of your BV</td>
</tr>
<tr>
<td>6,000–7,499</td>
<td>23%</td>
</tr>
<tr>
<td>4,000–5,999</td>
<td>21%</td>
</tr>
<tr>
<td>2,500–3,999</td>
<td>18%</td>
</tr>
<tr>
<td>1,500–2,499</td>
<td>15%</td>
</tr>
<tr>
<td>1,000–1,499</td>
<td>12%</td>
</tr>
<tr>
<td>600–999</td>
<td>9%</td>
</tr>
<tr>
<td>300–599</td>
<td>6%</td>
</tr>
<tr>
<td>100–299</td>
<td>3%</td>
</tr>
</tbody>
</table>
How Performance Bonuses Are Presented on Your Bonus Statements

On Performance Bonus Statements, the Performance Bonus is presented as two elements: “Personal Volume” and “Differential on Personally Sponsored [IBOs] …” Instead of subtracting your frontline’s total bonuses from your gross bonus, the differential method shown on your bonus statement makes the subtraction between the PV bracket percentages of you and your frontline. Both methods arrive at the same result.

Here is how each element is calculated in the differential method, followed by a simplified example.

1. **Personal Calculation:**
   Your personal BV times your PV bracket percent (based on your total PV, including pass-up).

2. **Differential Calculation:**
   The group BV of each of your frontline IBOs, times: your PV bracket percent minus that IBO's PV bracket percent. (Differential is calculated separately for each of your frontline IBOs.)

How to Interpret a Performance Bonus Statement

**You**

- **Frontline A:**
  - Personal Volume: 450
  - Group Volume: 900
  - Personal BV: 150
  - Group BV: 300
  - PV Bracket: 6%

- **Frontline B:**
  - Personal Volume: 100
  - Group Volume: 300
  - Personal BV: 100
  - Group BV: 300
  - PV Bracket: 3%

- **Frontline C:**
  - Personal Volume: 150
  - Group Volume: 600
  - Personal BV: 150
  - Group BV: 300
  - PV Bracket: 9%

Your Group Volume = Personal Volume + the Pass-up Volume from each of your frontline IBOs.

IBOs receiving a Performance Bonus on downline volume must be in compliance with the Rules of Conduct, including the Customer Volume Requirement. Acceptance of such Performance Bonus constitutes your affirmation of compliance with this requirement.

The average monthly Gross Income for “active” IBOs was $183.

Approximately 53% of IBOs were “active.” U.S. IBOs were considered “active” in months in 2013 when they attempted to make a retail sale, or presented the Amway IBO Compensation Plan, or received bonus money, or attended an Amway or IBO meeting. If someone sustained that level of activity every month for a whole year, their annualized income would be $2,196. Of course, not every IBO chooses to be active every month. “Gross Income” means the amount received from retail sales, minus the cost of goods sold, plus monthly bonuses and cash incentives. It excludes all annual bonuses and cash incentives, and all non-cash awards, which may be significant. There may also be significant business expenses, mostly discretionary, that may be greater in relation to income in the first years of operation.
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### How You Earn Income

**North America**

**Performance Bonus Statement**  
For the Month of September 2007  
Currency: USE United States Dollar - Amway

To: 1234567 You  
PO BOX 33333  
CITY, ST 11111-0422

Rules of Conduct require all IBOs who receive a Performance Bonus on downline volume to be in compliance with the Rules of Conduct, including the Customer Volume Rule. Acceptance of any Performance Bonus on downline volume constitutes your affirmation of compliance with these rules. In order to ensure compliance, your bonus may have been paid directly to your upline Platinum for handling. If you have questions regarding this, please consult with your upline Platinum.

<table>
<thead>
<tr>
<th>IBO Name</th>
<th>Cls</th>
<th>PV</th>
<th>BV</th>
<th>% Bonus/A/R Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>YOU Personal</td>
<td>1,300.00</td>
<td>12%</td>
<td>$36.00</td>
<td></td>
</tr>
<tr>
<td>A Differential</td>
<td>450.00</td>
<td>12% - 6% = 6%</td>
<td>$54.00</td>
<td></td>
</tr>
<tr>
<td>B Differential</td>
<td>100.00</td>
<td>12% - 3% = 9%</td>
<td>$27.00</td>
<td></td>
</tr>
<tr>
<td>C Differential</td>
<td>600.00</td>
<td>12% - 9% = 3%</td>
<td>$36.00</td>
<td></td>
</tr>
</tbody>
</table>

**Group Totals:**  
1300.00 x 12% = 153.00 x 0.00 = 153.00

**How to Interpret a Performance Bonus Statement**

**Key to the Calculations**

**Finding the Performance Bonus %**

- **YOU Personal:** 
  - Group PV%: 12%
  - PB%: 12%
  - Personal BV: $36.00

- **A Differential:** 
  - PV: 450.00
  - BV: 900.00
  - % Bonus: 6%
  - A/R Net: $54.00

- **B Differential:** 
  - PV: 100.00
  - BV: 300.00
  - % Bonus: 3%
  - A/R Net: $27.00

- **C Differential:** 
  - PV: 600.00
  - BV: 1200.00
  - % Bonus: 9%
  - A/R Net: $36.00

**Calculating your bonus amounts**

- **Personal BV:** $300.00 x 0.12 = $36.00
- **Group BV:** $900.00 x 0.06 = $54.00
- **Personal BV:** $300.00 x 0.09 = $27.00
- **Group BV:** $1200.00 x 0.03 = $36.00

**Your Total Gross Monthly Performance Bonus:** $153.00

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To recognize and reward your achievements, Amway offers an extensive award and bonus system. The Corporation awards pins and plaques for business-building achievements and provides additional recognition in written publications and elsewhere. Amway continually updates the bonuses and awards to encourage growth and performance. Refer to current materials or contact your line of sponsorship with questions.

To be eligible for these awards and bonuses, you must be in compliance at all times with the Amway Independent Business Owner Compensation Plan and the IBO Rules of Conduct. All achievement awards and bonuses are subject to review and approval by Amway prior to being granted. The following pages focus on each of the IBO awards and their qualification requirements. The eligible bonuses referred to on these pages are explained in more detail in the “Monthly Bonuses” and “Annual Bonuses” sections that follow.

25% Sponsor
You can qualify as a 25% Sponsor if you: Register one qualifying North American Silver Producer or Platinum.
You are eligible to receive:
• A 25% Performance Bonus.

Silver Producer
You can qualify as a Silver Producer if you achieve any of the following for one month:
1. Generate Award Volume of at least 7,500 PV, or
2. Register or foster-register one North American group qualified at the 25% Performance Bonus level, and generate Award Volume of at least 2,500 PV in the same month, or
3. Register or foster-register at least 2 North American groups qualified at the 25% Performance Bonus level in the same month.
Internationally registered groups may not be used for Silver Producer qualification.
You are eligible to receive:
• A 25% Performance Bonus.
• A Silver Producer pin.
• Other recognition, such as acknowledgment in an IBO publication.

Gold Producer
You can qualify as a Gold Producer if you attain any 3 qualified Silver Producer/Platinum months within the IBO fiscal year (September 1–August 31).

In the case of your first-time Gold Producer qualification only, you may use a rolling 12-month period to achieve any 3 qualified months.
Internationally registered groups may not be used for Gold Producer qualification.
You are eligible to receive:
• A 25% Performance Bonus.
• A Gold Producer pin.
• Other recognition, such as acknowledgment in an IBO publication.

Platinum
Becoming a Platinum is an important milestone. The Platinum is viewed as the leader of his or her own group. As a Platinum, you train, supply, and motivate your group, teaching them to assume the leadership responsibilities in their own groups. In short, becoming a Platinum means you’re entering a new phase of the business. You continue doing the things that made you Platinum – registering IBOs and retailing products – but now you’re also a recognized leader with new, challenging, and exciting responsibilities.

You can qualify as a Platinum by achieving 6 qualified Platinum months within the IBO fiscal year (September 1–August 31).

There are three ways to achieve a Platinum month:
1. Generate Award Volume of at least 7,500 PV,
2. Generate Award Volume of at least 2,500 PV and register or foster-register one North American group that qualifies at the 25% Performance Bonus level, or
3. Register or foster-register 2 North American groups that qualify at the 25% Performance Bonus level.

In the case of your first-time Platinum qualification only, you may use a rolling 12-month period to achieve 6 qualified Platinum months, 3 of which must be consecutive.
To requalify as Platinum, you must achieve at least 6 Platinum months within the fiscal year.
Internationally registered groups may not be used for Platinum qualification.
You are eligible to receive:
• A 25% Performance Bonus.
• A Platinum pin.
• Other recognition, such as acknowledgment in an IBO publication.
• Participation in the annual Growth Incentive Program.
The average monthly Gross Income for “active” IBOs was $183. Approximately 53% of IBOs were “active.”

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Awards and Qualifications

- An invitation to New Platinum Conference, a two-day, expenses-paid business seminar that helps provide inspiration, motivation, and information to grow as a leader. New Platinum IBOs take part in world-class training to help build sales and sponsoring skills, connect with the Amway staff and executives, and receive information to assist in their business-building efforts.

Founders Platinum
You can qualify as a Founders Platinum two ways:
1. Achieve Platinum qualification for all 12 months of the fiscal year, or
2. Achieve Platinum qualification for 10 or 11 months of the fiscal year and generate 108,000 total PV. Total PV includes all personal PV as well as PV from all downline IBOs.

You are eligible to receive:
- A 25% Performance Bonus.
- A Founders Platinum pin.
- Participation in the annual Growth Incentive Program.
- Other recognition, such as acknowledgment in an IBO publication.

Ruby
You can qualify as a Ruby by generating Ruby Volume of at least 15,000 PV in a single month. Internationally registered groups may not be used for Ruby qualification.

You are eligible to receive:
- A 25% Performance Bonus.
- A Ruby pin and other recognition, such as acknowledgment in an IBO publication (provided you are a qualified Platinum).
- The monthly Ruby Bonus.

Founders Ruby
You can qualify as a Founders Ruby by achieving Ruby qualification for all 12 months of the fiscal year.

You are eligible to receive:
- A 25% Performance Bonus.
- A Founders Ruby pin.
- Participation in the annual Growth Incentive Program.
- The monthly Ruby Bonus.
- Other recognition, such as acknowledgment in an IBO publication.

Sapphire
You can qualify as a Sapphire by achieving 6 Sapphire months within the fiscal year.

There are two ways to achieve a Sapphire month:
1. Generate Award Volume of at least 2,500 PV and register or foster-register 2 North American groups which qualify at the 25% Performance Bonus level, or
2. Register or foster-register 3 North American groups which qualify at the 25% Performance Bonus level. Internationally registered groups may not be used for Sapphire qualification.

You are eligible to receive:
- A 25% Performance Bonus.
- A Sapphire pin.
- Participation in the annual Growth Incentive Program.
- Other recognition, such as acknowledgment in an IBO publication.

Founders Sapphire
You can qualify as a Founders Sapphire if you either:
1. Achieve Sapphire qualification for all 12 months of the fiscal year, or
2. Achieve 10 or 11 Sapphire months and 252,000 Total PV. Total PV includes personal group PV and PV of all downlines.

A Sapphire month is achieved by one of the following requirements:
- Generate 2,500 Award PV and have 2 in-market qualified legs, or
- Have 3 or more in-market qualified legs.

You are eligible to receive:
- A 25% Performance Bonus.
- A Founders Sapphire pin.
- Participation in the annual Growth Incentive Program.
- Other recognition, such as acknowledgment in an IBO publication.
Awards and Qualifications

Emerald
You can qualify as an Emerald if you:
1. Achieve Platinum qualification, and
2. Personally, internationally, or foster-register 3 or more groups which qualify at the 25% Performance Bonus level for at least 6 months of the fiscal year.

You are eligible to receive:
• A 25% Performance Bonus.
• An Emerald pin.
• The annual Emerald Bonus.*
• Participation in the Emerald Profit Sharing Bonus.*
• Participation in the annual Growth Incentive Program.
• Other recognition, such as acknowledgment in an IBO publication.

Founders Emerald
You can qualify as a Founders Emerald by achieving Emerald qualification for all 12 months of the fiscal year.

If one or more of your sponsored groups qualifies at the 25% Performance Bonus level for 10 or 11 months of the fiscal year and generates at least 108,000 Total PV, that group is considered qualified for 12 months by virtue of Volume Equivalency.

You are eligible to receive:
• A 25% Performance Bonus.
• A Founders Emerald pin.
• The annual Emerald Bonus.*
• The annual Emerald and Diamond Bonuses.*
• Participation in the Emerald Profit Sharing Bonus.*
• Participation in the annual Growth Incentive Program.
• Other recognition, such as acknowledgment in an IBO publication.

Diamond
You can qualify as a Diamond if you personally, internationally, or foster-register 6 or more groups (3 must be North American), each of which qualifies at the 25% Performance Bonus level for at least 6 months of the fiscal year.

You are eligible to receive:
• A 25% Performance Bonus.
• A Diamond pin.
• The annual Emerald and Diamond Bonuses.*
• The annual Diamond Plus Bonus, provided you have 7 or more qualified groups.*
• Participation in the Emerald Profit Sharing Bonus.*
• Participation in the annual Growth Incentive Program.
• Other recognition, such as acknowledgment in an IBO publication.

Founders Diamond
You can qualify as a Founders Diamond if you either:
1. Achieve Emerald Bonus and Diamond qualification for all 12 months of the fiscal year, or
2. Achieve Diamond Bonus qualification and generate at least 8 Founders Achievement Award credits during the fiscal year.

If one or more of your sponsored groups qualifies at the 25% Performance Bonus level for 10 or 11 months of the fiscal year and generates at least 108,000 Total PV, that group is considered qualified for 12 months by virtue of Volume Equivalency.

You are eligible to receive:
• A 25% Performance Bonus.
• The Founders Diamond pin.
• The annual Emerald and Diamond Bonuses.*
• The annual Diamond Plus Bonus, provided you have 7 or more qualified groups.*
• Participation in the Emerald Profit Sharing Bonus.*
• Participation in the annual Growth Incentive Program.
• Other recognition, such as acknowledgment in an IBO publication.

Executive Diamond
You can qualify as an Executive Diamond if you either:
1. Personally, internationally, or foster-register 9 or more groups (3 must be North American), each of which qualifies at the 25% Performance Bonus level for at least 6 months of the fiscal year, or
2. Achieve Diamond Bonus qualification and generate at least 10 FAA credits during the fiscal year.

You are eligible to receive:
• A 25% Performance Bonus.
• An Executive Diamond pin.
• The annual Emerald, Diamond, and Diamond Plus Bonuses.*
• Participation in the annual Growth Incentive Program.
• Other recognition, such as acknowledgment in an IBO publication.

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*Internationally registered groups may be used for awards of Emerald and above. They may not be used for qualification of bonuses except for one-time cash bonuses at the Double Diamond and above levels or Founders Achievement Award.
Founders Executive Diamond

You can qualify as a Founders Executive Diamond if you either:

1. Achieve Emerald Bonus qualification and personally, internationally, or foster-register 9 or more groups, each of which qualifies at the maximum Performance Bonus level for all 12 months of the fiscal year, or
2. Achieve Diamond Bonus qualification and generate at least 12 FAA credits during the fiscal year.

If one or more of your sponsored groups qualifies at the 25% Performance Bonus level for 10 or 11 months of the fiscal year and generates at least 108,000 Total PV, that group is considered qualified for 12 months by virtue of Volume Equivalency.

You are eligible to receive:
- A 25% Performance Bonus.
- A Founders Executive Diamond pin.
- Participation in the Emerald Profit Sharing Bonus.*
- The annual Emerald, Diamond, and Diamond Plus Bonuses.*
- Participation in the annual Growth Incentive Program.
- Other recognition, such as acknowledgment in an IBO publication.

Double Diamond

You can qualify as a Double Diamond if you either:

1. Personally, internationally, or foster-register 12 or more groups (3 must be North American), each of which qualifies at the 25% Performance Bonus level for at least 6 months of the fiscal year, or
2. Achieve Diamond Bonus qualification and generate at least 14 FAA credits during the fiscal year.

You are eligible to receive:
- A 25% Performance Bonus.
- A Double Diamond pin.
- A one-time cash award of U.S. $48,000.
- Participation in the Emerald Profit Sharing Bonus.*
- The annual Emerald, Diamond, and Diamond Plus Bonuses.*
- Participation in the annual Growth Incentive Program.
- Other recognition, such as acknowledgment in an IBO publication.

Triple Diamond

You can qualify as a Triple Diamond if you either:

1. Achieve Emerald Bonus qualification and personally, internationally, or foster-register 15 groups (3 must be North American), each of which qualifies at the 25% Performance Bonus level for at least 6 months of the fiscal year, or
2. Attain Diamond Bonus qualification and generate at least 18 FAA credits during the fiscal year.

You are eligible to receive:
- A 25% Performance Bonus.
- A Triple Diamond pin.
- A one-time cash award of U.S. $80,000.
- Participation in the Emerald Profit Sharing Bonus.*
- The annual Emerald, Diamond, and Diamond Plus Bonuses.*
- Participation in the annual Growth Incentive Program.
- Other recognition, such as acknowledgment in an IBO publication.

Awards and Qualifications

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Approximately 53% of IBOs were “active.”

*Internationally registered groups may be used for awards of Emerald and above. They may not be used for qualification of bonuses except for one-time cash bonuses at the Double Diamond and above levels or Founders Achievement Award.
Awards and Qualifications

Founders Triple Diamond
You can qualify as a Founders Triple Diamond if you either:
1. Achieve Emerald Bonus qualification and personally, internationally, or foster-register 15 groups, each of which qualifies at the 25% Performance Bonus level for all 12 months of the fiscal year, or
2. Attain Diamond Bonus qualification and generate at least 20 FAA credits during the fiscal year.

If one or more of your sponsored groups qualifies at the 25% Performance Bonus level for 10 or 11 months of the fiscal year and generates at least 108,000 Total PV, that group is considered qualified for 12 months by virtue of Volume Equivalency.

You are eligible to receive:
• A 25% Performance Bonus.
• A Founders Triple Diamond pin.
• A one-time cash award of U.S. $96,000.
• Participation in the Emerald Profit Sharing Bonus.*
• The annual Emerald, Diamond, and Diamond Plus Bonuses.*
• Participation in the annual Growth Incentive Program.
• Other recognition, such as acknowledgment in an IBO publication.

Founders Crown
You can qualify as a Founders Crown if you either:
1. Achieve Emerald Bonus qualification and personally, internationally, or foster-register 18 groups, each of which qualifies at the 25% Performance Bonus level for all 12 months of the fiscal year, or
2. Achieve Diamond Bonus qualification and generate at least 25 FAA credits during the fiscal year.

If one or more of your sponsored groups qualifies at the 25% Performance Bonus level for 10 or 11 months of the fiscal year and generates at least 108,000 Total PV, that group is considered qualified for 12 months by virtue of Volume Equivalency.

You are eligible to receive:
• A 25% Performance Bonus.
• A Founders Crown pin.
• A one-time cash award of U.S. $128,000.
• Participation in the Emerald Profit Sharing Bonus.*
• The annual Emerald, Diamond, and Diamond Plus Bonuses.*
• Participation in the annual Growth Incentive Program.
• Other recognition, such as acknowledgment in an IBO publication.

Crown
You can qualify as a Crown if you either:
1. Personally, internationally, or foster-register 18 groups (3 must be North American), each of which qualifies at the 25% Performance Bonus level for at least 6 months of the fiscal year, or
2. Attain Diamond Bonus qualification and generate at least 22 FAA credits during the fiscal year.

You are eligible to receive:
• A 25% Performance Bonus.
• A Crown pin.
• A one-time cash award of U.S. $128,000.
• Participation in the Emerald Profit Sharing Bonus.*
• The annual Emerald, Diamond, and Diamond Plus Bonuses.*
• Participation in the annual Growth Incentive Program.
• Display of a formal portrait in the “Hall of Achievement” at Amway Headquarters.
• Other recognition, such as acknowledgment in an IBO publication.

Crown Ambassador
You can qualify as a Crown Ambassador if you either:
1. Achieve Emerald Bonus qualification and personally, internationally, or foster-register 20 groups (3 must be North American), each of which qualifies at the 25% Performance Bonus level for at least 6 months of the fiscal year, or
2. Achieve Diamond qualification and generate at least 27 FAA credits during the fiscal year.

You are eligible to receive:
• A 25% Performance Bonus.
• A Crown Ambassador pin.
• A one-time cash award of U.S. $192,000.
• Participation in the Emerald Profit Sharing Bonus.*
• The annual Emerald, Diamond, and Diamond Plus Bonuses.*
• Participation in the annual Growth Incentive Program.
• Display of a formal portrait in the “Hall of Achievement” at Amway Headquarters.
• Other recognition, such as acknowledgment in an IBO publication.

The average monthly Gross Income for “active” IBOs was $183.

Approximately 53% of IBOs were “active.”

U.S. IBOs were considered “active” in months in 2013 when they attempted to make a retail sale, or presented the Amway IBO Compensation Plan, or received bonus money, or attended an Amway or IBO meeting. If someone sustained that level of activity every month for a whole year, their annualized income would be $2,196. Of course, not every IBO chooses to be active every month. “Gross income” means the amount received from retail sales, minus the cost of goods sold, plus monthly bonuses and cash incentives. It excludes all annual bonuses and cash incentives, and all non-cash awards, which may be significant. There may also be significant business expenses, mostly discretionary, that may be greater in relation to income in the first years of operation.

*Internationally registered groups may be used for awards of Emerald and above. They may not be used for qualification of bonuses except for one-time cash bonuses at the Double Diamond and above levels or Founders Achievement Award.
Founders Crown Ambassador

You can qualify as a Founders Crown Ambassador if you either:

1. Achieve Emerald Bonus qualification and personally, internationally, or foster-register 20 groups, each of which qualifies at the 25% Performance Bonus level for all 12 months of the fiscal year, or
2. Achieve Diamond Bonus qualification and generate at least 30 FAA credits during the fiscal year.

If one or more of your sponsored groups qualifies at the 25% Performance Bonus level for 10 or 11 months of the fiscal year and generates at least 108,000 Total PV, that group is considered qualified for 12 months by virtue of Volume Equivalency.

You are eligible to receive:

• A 25% Performance Bonus.
• A Founders Crown Ambassador pin.
• A one-time cash bonus of U.S. $224,000.
• Participation in the Emerald Profit Sharing Bonus.*
• The annual Emerald, Diamond, and Diamond Plus Bonuses.*
• Participation in the annual Growth Incentive Program.
• Other recognition, such as acknowledgment in an IBO publication.

Founders Achievement Awards Program

The Founders Achievement Awards (FAA) Program was developed to recognize and reward the worldwide business contributions of top IBOs. Since 1991, these annual discretionary cash awards have been presented to IBOs who demonstrate extraordinary business development and exhibit high ethical and business standards. To qualify for this award, an IBO must be a Diamond Bonus recipient and have a minimum of eight FAA credits. Details can be found on page A-18, and at Amway.com.

FAA Credit Calculation

<table>
<thead>
<tr>
<th>Domestic Leg</th>
<th>Credits</th>
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<tr>
<td>12-month leg</td>
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<td>Emerald Bonus leg</td>
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<tr>
<td>Diamond Bonus leg</td>
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<table>
<thead>
<tr>
<th>International Leg</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>#2 12-month leg</td>
<td>1.0</td>
</tr>
<tr>
<td>#2 Emerald Bonus leg</td>
<td>1.5</td>
</tr>
<tr>
<td>#2 Diamond Bonus leg</td>
<td>3.0–6.0</td>
</tr>
<tr>
<td>Other 12-month leg</td>
<td>0.5</td>
</tr>
</tbody>
</table>

Standard GI/FAA Disclosure

Amway Independent Business Owners can be recognized and compensated by Amway in a variety of ways. The Amway Independent Business Owner Compensation Plan offers monthly and annual bonuses that IBOs can earn in accordance with their contract with Amway. IBOs are also eligible for two discretionary programs that are separate from the IBO Plan and that can vary from year to year:

• The Growth Incentives (GI) Program offers additional awards, rewards, non-cash awards, and participation in business conferences.
• The Founders Achievement Awards Program (FAA) rewards IBOs for their global business contributions.

The average monthly Gross Income for “active” IBOs was $183.

Approximately 53% of IBOs were “active.” U.S. IBOs were considered “active” in months in 2013 when they attempted to make a retail sale, or presented the Amway IBO Compensation Plan, or received bonus money, or attended an Amway or IBO meeting. If someone sustained that level of activity every month for a whole year, their annualized income would be $2,196. Of course, not every IBO chooses to be active every month. “Gross Income” means the amount received from retail sales, minus the cost of goods sold, plus monthly bonuses and cash incentives. It excludes all annual bonuses and cash incentives, and all non-cash awards, which may be significant. There may also be significant business expenses, mostly discretionary, that may be greater in relation to income in the first years of operation.

*Internationally registered groups may be used for awards of Emerald and above. They may not be used for qualification of bonuses except for one-time cash bonuses at the Double Diamond and above levels or Founders Achievement Award.
Monthly Bonuses

IBO eligibility for the GI and FAA is at Amway’s discretion and is based on conduct that demonstrates high ethical and business standards aligned with the goals and objectives of Amway and its related businesses. These standards require that:

- An IBO’s conduct must not negatively affect the reputation of Amway, its related businesses, or IBOs affiliated with Amway and its related entities;
- An IBO complies with the letter and spirit of the Rules of Conduct, laws, and regulations in any market the IBO has a presence, and demonstrates cultural sensitivity given market conditions; and
- An IBO doesn’t defend or support the conduct of others who don’t comply with this criteria.

Ruby Bonus

IBOs who generate at least 15,000 Ruby PV in one month receive a Ruby Bonus equal to 2% of their net Ruby Business Volume for that month. Ruby Volume includes Personal Volume plus Pass-up Volume from any downline 25% Sponsors, Silver Producers, and/or Gold Producers who have not qualified at the 25% Performance Bonus level for the month; downline Platinum volume is not included.

Monthly Leadership Bonus

In the course of building your business, you may register and train an IBO until that IBO reaches the Silver Producer level or above. Amway believes this hard work, ability, and performance merits reward. So to help compensate you for the time and effort involved, and to provide additional incentive for you to continue developing Silver Producers and above, the Amway Independent Business Owner Compensation Plan provides monthly Leadership Bonus payments.

The Leadership Bonus is computed from the bottom up, never from the top down. This means that your Leadership Bonus is based on the performance of your downline group(s); at the same time, your performance contributes to the Leadership Bonus for your Sponsor.

Amway calculates and pays all Leadership Bonuses according to the following rules.

Rules for calculating the North American Leadership Bonus

Eligibility. You qualify for the Leadership Bonus if you either:

1. Register one North American group that qualifies at the 25% Performance Bonus level, and you generate an additional Award Volume of at least 2,500 PV* in the same month, or
2. Register 2 or more North American groups that qualify at the 25% Performance Bonus level for the month.

Even if you don’t meet the qualifications for a given month, any Leadership Bonus amounts based on your group’s BV (including your own) are added to the bonus amounts being rolled up your Line of Sponsorship.

Factors Used in the Calculations. There are three factors or elements that Amway uses in arriving at the monthly Leadership Bonus for each eligible IBO:

A. The percentage. Currently 4%. The group BV of IBOs involved is multiplied by 4% to determine bonus amounts used in the calculations.

B. BV/PV Ratio. The weighted average ratio in use as of September 1, 2011, is 2.84. The following formula yields the maximum Leadership Bonus Adjustment (the Published LBA).

\[
\text{Published LBA} = \frac{25\% \text{ qualifying PV}}{7,500} \times \frac{\text{current ratio}}{2.84}
\]

\[
25\% \text{ qualifying PV} = 7,500
\]

\[
7,500 \times \frac{\text{current ratio}}{2.84} = 21,300
\]

852 is the actual Published Leadership Bonus Adjustment in effect for fiscal 2011–2012.

For simplicity in following these examples, we are using a “Published LBA” of $600 – which is based on an average BV/PV ratio of 2:1 (one point of PV equals $2 BV). The circles in the examples show the PV above the line, the BV below. Most of them reflect the average ratio, but not all do so – in order to show a variety of calculations.

C. Leadership Bonus Adjustment (LBA). The LBA is a credit/debit amount used in calculating how much of the bonus rolled up to an IBO is applied to his or her bonus, and how much is rolled up to his or her Sponsor. The Published LBA is the maximum adjustment used in the calculations. If the initial LBA within a Leg is less than the Published LBA, it continues to grow as bonus amounts are rolled up the Leg until the Published LBA is reached. At that point, the Published LBA becomes the minimum bonus amount that must be rolled up to each successive IBO in a Line of Sponsorship.

Approximately 53% of IBOs were “active.” U.S. IBOs were considered “active” in months in 2013 when they attempted to make a retail sale, or presented the Amway IBO Compensation Plan, or received bonus money, or attended an Amway or IBO meeting. If someone sustained that level of activity every month for a whole year, their annualized income would be $2,196. Of course, not every IBO chooses to be active every month. “Gross Income” means the amount received from retail sales, minus the cost of goods sold, plus monthly bonuses and cash incentives. It excludes all annual bonuses and cash incentives, and all non-cash awards, which may be significant. There may also be significant business expenses, mostly discretionary, that may be greater in relation to income in the first years of operation.
Leadership bonuses are computed from the bottom up. Note that the LBA continues to increase until it reaches the Published LBA level.

The Calculations
1. The Leadership Bonus starts with the IBO furthest downline in each Leg of a Line of Sponsorship (LOS) who qualified at the 25% Performance Bonus Level for the month. That IBO is called the “Starter.” Of the Starter’s BV, 4% is rolled up to his or her immediate Sponsor. That Sponsor may keep all, some, or none of the amount rolled up, depending on his or her PV and BV.

Rule 1 Example A
Note: Bonus calculations roll up through non-qualified IBOs.

2. Calculations for each subsequent upline IBO who is eligible for the Leadership Bonus depends on the amount of their BV relative to the bonus amount rolled up to them:
   a. If 4% of your BV equals or exceeds the bonus amount rolled up from your downline or the Published LBA (whichever is smaller), you keep the bonus amount rolled up to you, and the bonus amount based on your BV is rolled up to your Sponsor.

Rule 1 Example B
The first (lowest in diagram) IBO that reaches 7,500 PV in each Leg of the LOS becomes the “Starter” for that Leg.

Rule 2a Example 1

Rule 2a Example 2

The average monthly Gross Income for “active” IBOs was $183.

Approximately 53% of IBOs were “active.”
U.S. IBOs were considered “active” in months when they attempted to make a retail sale, or presented the Amway IBO Compensation Plan, or received bonus money, or attended an Amway or IBO meeting. If someone sustained that level of activity every month for a whole year, their annualized income would be $2,196. Of course, not every IBO chooses to be active every month. “Gross Income” means the amount received from retail sales, minus the cost of goods sold, plus monthly bonuses and cash incentives. It excludes all annual bonuses and cash incentives, and all non-cash awards, which may be significant. There may also be significant business expenses, mostly discretionary, that may be greater in relation to income in the first years of operation.
Monthly Bonuses

b. If 4% of your BV is less than the bonus amount rolled up from your downline or the Published LBA (whichever is smaller), the bonus amount based on your BV or the Published LBA is added to the bonus amount rolled up to you, and the LBA (or Published LBA, whichever is smaller) is subtracted. You keep the difference from that subtraction; the LBA (or Published LBA) amount is rolled up to your Sponsor.

Note: If you are eligible for the Leadership Bonus based on 2 or more downline Legs, and the LBA from at least one of those Legs equals or exceeds the Published LBA, either Rule 2a or 2b is used to calculate your Leadership Bonus, just as if the total amount rolled up came from a single Leg.

Rule 2b Example 1

$300 $ to your Sponsor
Your bonus amount is less than the amount rolled up to you (2,500 BV x .04 = $100).
Use calculation below.

Starter 7,500

$300 Initial LBA
Full bonus amount rolls up (7,500 BV x .04 = $300)

Amount rolled up to you $300
Add 4% of your BV +100
Total $400
Subtract the LBA -300
Your Leadership Bonus $100

Rule 2b Example 2

$600 $ to your Sponsor
Your bonus amount is less than the amount rolled up to you (8,000 BV x .04 = $320).
Use calculation below.

Starter 7,500

$600 Initial LBA equals published LBA
Full bonus amount rolls up (15,000 BV x .04 = $600)

Amount rolled up to you $600
Add 4% of your BV +320
Total $920
Subtract the LBA -600
Your Leadership Bonus $320

Rule 2b Example 3

$605 $ to your Sponsor
Your bonus amount is less than the amount rolled up to you (15,125 BV x .04 = $605.00)*
Use calculation below.

Starter 7,600

$608 Bonus roll up exceeds published LBA
Full bonus amount rolls up (15,200 BV x .04 = $608)

Amount rolled up to you $608
Add 4% of your BV or the Published LBA +600
Total $1,208
Subtract the LBA* -600
Your Leadership Bonus $608

* Remember, the Published LBA is the maximum amount subtracted in this type of calculation.

Rule 2b Example 4

For Multiple Legs

YOU 110
Starter 7,500

650
13,000

7500
15,000

$600 Initial LBA
Bonus amount equals or exceeds amount rolled up (13,000 BV x .04 = $520).
This IBO keeps the amount rolled up ($300).

YOU 7,500
Starter 7,500

7500
15,000

600 15,000

600 Initial LBA
Full bonus amount rolls up (7,500 BV x .04 = $300)

Amount rolled up to you $1,120.00
Add 4% of your BV +8.80
Total $1,128.80
Subtract the LBA* -600.00
Your Leadership Bonus $528.80

3. If you are eligible for the Leadership Bonus based on 2 or more downline Legs, and the LBA from each Leg is less than the Published LBA, your bonus calculation depends on the amount of your BV relative to the average of the bonus amounts rolled up to you:

a. If 4% of your BV equals or exceeds the average bonus amount rolled up from your downline Legs, you keep the bonus amounts rolled up to you, and the bonus amount based on your BV is rolled up to your Sponsor.
The average monthly Gross Income for “active” IBOs was $183.

Approximately 53% of IBOs were “active.”

U.S. IBOs were considered “active” in months in 2013 when they attempted to make a retail sale, or presented the Amway IBO Compensation Plan, or received bonus money, or attended an Amway or IBO meeting. If someone sustained that level of activity every month for a whole year, their annualized income would be $2,196. Of course, not every IBO chooses to be active every month. “Gross Income” means the amount received from retail sales, minus the cost of goods sold, plus monthly bonuses and cash incentives. It excludes all annual bonuses and cash incentives, and all non-cash awards, which may be significant. There may also be significant business expenses, mostly discretionary, that may be greater in relation to income in the first years of operation.

### Rule 3a Example 1

**$480† to your Sponsor**

Your bonus equals or exceeds the average of the amounts rolled up to you. You keep the $600.00 rolled up to you. (12,000 BV x .04 = $480)

(200 + 300 = 500; 500 + 2 = $500)

### Rule 3a Example 2

**$600† to your Sponsor**

Your bonus equals or exceeds the average of the amounts rolled up to you. You keep the $960 rolled up to you. (15,000 BV x .04 = $600)

(480 + 480 = 960; 960 + 2 = $960)

### Rule 3b Example 1

**$300† to your Sponsor**

Your bonus amount is less than the average rolled up to you. Use calculation below.

(5,000 BV x .04 = $200)

### Calculation:

<table>
<thead>
<tr>
<th>Amount rolled up to you</th>
<th>$600.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add 4% of your BV</td>
<td>+200.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$800.00</strong></td>
</tr>
<tr>
<td>Subtract the LBA</td>
<td>-300.00</td>
</tr>
<tr>
<td><strong>Your Leadership Bonus</strong></td>
<td>$500.00</td>
</tr>
</tbody>
</table>

b. If 4% of your BV is less than the average bonus amount rolled up from your downline Legs, the bonus amount based on your BV is added to the total amounts rolled up to you, and the LBA (the average roll up), is subtracted. You keep the difference from that subtraction; the LBA amount is rolled up to your Sponsor.
Monthly Bonuses

How to Interpret a Leadership Bonus Statement

North America Leadership Bonus Statement
For the Month of September 2007
Currency: USE United States Dollar - Amway

To: 1234 IBO A
78 Parkway
Anywhere, USA

Published Leadership Bonus Adjustment Amount: USE $831.00

<table>
<thead>
<tr>
<th>Number</th>
<th>IBO Code</th>
<th>IBO Name</th>
<th>Point Value</th>
<th>Business Volume</th>
<th>Leadership</th>
<th>From Downline</th>
<th>To Upline</th>
<th>Bonus</th>
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<tbody>
<tr>
<td>1234</td>
<td>IBO A</td>
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<td>130.00</td>
<td>760.00</td>
<td>481.00</td>
<td>481.00</td>
</tr>
</tbody>
</table>

Amount rolled up to A: $890.00
Add 4% of A’s BV: +350.00
Total: $1,240.00
Subtract the LBA: -831.00
A’s Leadership Bonus: $409.00

The difference between 4% of A’s BV and amount rolled up to A’s Sponsor [$350 – 831 = 481].
Used in the computer program, but not needed in the manual calculations shown at left.

Bonus amount(s) rolled up from recipient’s second level or lower are combined in the “Adjustments from Downline” column. Only volumes from frontline IBOs are shown on the statement.

Monthly Depth Bonus

In building your business, you may devote time and effort to help and encourage your North American frontline Silver Producers and above to register and develop downline Silver Producers of their own.

To encourage and reward these efforts, the Amway Independent Business Owner Compensation Plan provides Monthly Depth Bonus payments.

The Monthly Depth Bonus is computed from the top down, starting with your second level qualified IBOs and extending downline until reaching the first level that owes a Monthly Depth Bonus to another IBO. The bonus is calculated separately for each of your qualified Legs.

When you qualify for a Monthly Depth Bonus, your upline Depth Bonus recipient is guaranteed a minimum Depth Bonus amount from each of your qualified Legs. This minimum guaranteed amount is either the Monthly Depth Bonus Adjustment (MDA), or the “base amount” of your Monthly Depth Bonus from that Leg – whichever is less. (The base amount is the total Monthly Depth Bonus from a Leg prior to any adjustment; see calculations section for details.)

25% qualifying PV times the current ratio x 2.84
“official” qualifying BV = 21,300
21,300 x 1% = 213
213 is the Monthly Depth Bonus Adjustment (MDA) in effect for fiscal 2011–2012.

The average monthly Gross Income for “active” IBOs was $183.

Approximately 53% of IBOs were “active.”
U.S. IBOs were considered “active” in months in 2013 when they attempted to make a retail sale, or presented the Amway IBO Compensation Plan, or received bonus money, or attended an Amway or IBO meeting. If someone sustained that level of activity every month for a whole year, their annualized income would be $2,196. Of course, not every IBO chooses to be active every month. “Gross Income” means the amount received from retail sales, minus the cost of goods sold, plus monthly bonuses and cash incentives. It excludes all annual bonuses and cash incentives, and all non-cash awards, which may be significant. There may also be significant business expenses, mostly discretionary, that may be greater in relation to income in the first years of operation.

*In this example, we are using a Published Leadership Bonus Adjustment of 831.
Amway calculates and pays all Monthly Depth Bonuses according to the following rules.

**Rules for calculating the North American Monthly Depth Bonus**

**Eligibility.** You qualify for the Monthly Depth Bonus when both of these conditions are met:
1. You register 3 or more North American groups (your frontline IBOs) that qualify at the 25% Performance Bonus level for the month, and
2. At least one of those IBOs registers one or more North American groups (your second level IBOs) that qualify at the 25% Performance Bonus level for the month.

*Note:* International Legs do not count toward eligibility.

**Factors Used in the Calculations.** There are three factors Amway uses in arriving at the Monthly Depth Bonus for each eligible IBO, just as for the Leadership Bonus.

A. **The percentage.** Currently 1%. The group BV of IBOs involved within each Leg is multiplied by 1% to determine the base amount used in the bonus calculations.

B. **The BV/PV ratio.** Exactly the same ratio, based on the same data, used for the Leadership Bonus.

C. **Monthly Depth Bonus Adjustment (MDA).** The MDA is exactly one-quarter of the Published Leadership Bonus Adjustment. (It is calculated the same way as the LBA, but using 1% instead of 4%.)

**The Calculations**

The Monthly Depth Bonus is calculated separately for each of your qualified Legs.

1. The base amount of your Monthly Depth Bonus from a single Leg is 1% of the BV of all qualified downline IBOs, starting with your second level and extending down to the second level below the next downline IBO who qualifies for the Monthly Depth Bonus.

2. When that Leg’s base amount equals or exceeds the MDA, the MDA becomes the guaranteed minimum amount.
   a. If 1% of the BV of the frontline Leader of the Leg equals or exceeds this guaranteed minimum, you keep the entire base amount from that Leg.
   b. If 1% of the BV of the frontline Leader of the Leg is less than this guaranteed minimum, the shortfall is taken from the Leg’s base amount to fulfill the guaranteed minimum, and you keep the balance.

3. When that Leg’s base amount is less than the MDA, the base amount from the Leg becomes the guaranteed minimum amount.
   a. If 1% of the BV of the frontline Leader of the Leg equals or exceeds this guaranteed minimum, you keep the entire base amount from that Leg.
   b. If 1% of the BV of the frontline Leader of the Leg is less than this guaranteed minimum, the shortfall is taken from the Leg’s base amount to fulfill the guaranteed minimum, and you keep the balance.

4. International Legs are not included for qualification or calculation of Monthly Depth Bonus.

**Monthly Depth Bonus Examples**

For simplicity in following these examples, we are using an MDA of $150 – which is based on an average BV/PV ratio of 2:1 (one point of PV equals $2 BV). The circles in the examples show the PV above the line, the BV below.

---

The average monthly Gross Income for “active” IBOs was $183.

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### Monthly Bonuses

#### Monthly Depth Bonus Examples

<table>
<thead>
<tr>
<th>Level</th>
<th>Monthly Bonus</th>
<th>Upline Depth Bonus Qualifier</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>7500</td>
<td>15000</td>
</tr>
<tr>
<td>B</td>
<td>7500</td>
<td>15000</td>
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<tr>
<td>C</td>
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</tr>
<tr>
<td>K</td>
<td>7500</td>
<td>15000</td>
</tr>
</tbody>
</table>

**Example 2**

The base amount of your Monthly Depth Bonus from B's Leg is $619 – the sum of bonus amounts from IBOs D–J. You keep entire amount because B fulfilled the guaranteed minimum amount.

Your Monthly Depth Bonus is 1% of the qualified BV of all these levels.

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Each year, Amway sets aside money to fund three annual bonuses: the Emerald, Diamond, and Diamond Plus Bonuses. Each fund receives an amount equal to one-fourth of 1% (.0025) of the total North American BV. In addition, the Emerald and Diamond funds include one-fourth of 1% (.0025) of qualified international volume. Following is a description of how each of the bonus funds is disbursed.

**Emerald Bonus**

Qualified Emeralds and above who personally or foster-register 6 or more North American groups, each of which qualifies at the 25% Performance Bonus Level for at least 6 months of a given fiscal year, receive Emerald Bonus points and payment on qualified North American volume as well as the traceable volume from internationally sponsored qualified groups.

At the end of the fiscal year, Amway identifies all internationally sponsored volume, links it to the appropriate international Sponsor and corresponding market (one country removed), and pays an Emerald Bonus to both the International and Foster Lines of Sponsorship. All Emerald Bonus recipients may benefit from the expanded fund amounts. The fund is distributed to eligible participants in accordance with the formula shown in the table “Emerald Profit Sharing, Emerald, and Diamond Bonus Schedule” at the end of this section.

**Diamond Bonus**

Qualified Diamonds and above who personally or foster-register 3 or more North American groups, each of which qualifies at the 25% Performance Bonus Level for at least 6 months of a given fiscal year, receive Diamond Bonus points and payment on qualified North American volume as well as the traceable volume from internationally sponsored qualified groups. The fund is distributed to eligible participants in accordance with the same formula employed for the calculation of the Emerald Bonus. (See the table “Emerald Profit Sharing, Emerald, and Diamond Bonus Schedule” at the end of this section.)

**Diamond Plus Bonus**

Qualified Diamonds and above who personally or foster-register 7 or more North American groups, each of which qualifies at the 25% Performance Bonus Level for at least 6 months of a given fiscal year, receive a Diamond Plus Bonus at the end of each fiscal year. Disbursements from the Diamond Plus Bonus fund are made in accordance with the schedule shown at the end of this section.

In the event that disbursements based on the schedule would leave a surplus in the fund – or exceed the total available in the fund – then all payments would be increased or decreased on a pro rata basis until the total disbursement equaled the available funds.

### Diamond Plus Bonus Examples

#### Example 1

You register 7 North American groups, each of which is at the 25% Performance Bonus level for 6 months in a given fiscal year. Your Diamond Plus Bonus is computed as follows:

\[
7 \text{ (group) } \times 6 \text{ (months) } \times $100 = $4,200
\]

#### Example 2

You register 11 North American groups, each of which is at the 25% Performance Bonus level for all 12 months in a given fiscal year. Your Diamond Plus Bonus is computed as follows:

\[
11 \text{ (groups) } \times 12 \text{ (months) } \times $100 = $13,200
\]

#### Example 3

You register 18 North American groups: 3 of them are at the 25% Performance Bonus level for 4 months, 5 are at that level for 6 months, 5 are at that level for 9 months, and 5 are at that level for all 12 months in a given fiscal year.

For purposes of the Diamond Plus Bonus, 3 of your groups did not qualify for the minimum 6 months. For each of the remaining 15 groups, you will receive $300 for each month they were at the 25% Performance Bonus level.

\[
5 \text{ (groups) } \times 6 \text{ (months) } \times $300 = $9,000
\]

\[
5 \text{ (groups) } \times 9 \text{ (months) } \times $300 = $13,500
\]

\[
5 \text{ (groups) } \times 12 \text{ (months) } \times $300 = $18,000
\]

Your Diamond Plus Bonus = $40,500

### Emerald Profit Sharing Bonus

Qualified Emeralds and above who personally or foster-register 3 or more North American groups, each of which qualifies at the 25% Performance Bonus Level for at least 6 months of a given fiscal year, receive Emerald Profit Sharing points and payment on North American volume. The fund is distributed to eligible participants in accordance with the formula shown in the table “Emerald Profit Sharing, Emerald, and Diamond Bonus Schedule” at the end of this section.

The average monthly Gross Income for “active” IBOs was $183.
**Annual Bonuses**

**Diamond Plus Bonus Schedule**

<table>
<thead>
<tr>
<th>Number of 25% groups to qualify (each group at the 25% level for 6 months or more)</th>
<th>Estimated payment per group for each month qualified</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 to 11</td>
<td>$100</td>
<td>$4,200</td>
<td>$13,200</td>
</tr>
<tr>
<td>12 to 14</td>
<td>$200</td>
<td>$14,400</td>
<td>$33,600</td>
</tr>
<tr>
<td>15 to 17</td>
<td>$300</td>
<td>$27,000</td>
<td>$61,000</td>
</tr>
<tr>
<td>18 to 19</td>
<td>$400</td>
<td>$43,200</td>
<td>$91,200</td>
</tr>
<tr>
<td>20</td>
<td>$500</td>
<td>$60,000</td>
<td>Applicable</td>
</tr>
</tbody>
</table>

**Emerald Profit Sharing, Emerald, and Diamond Bonus Schedule**

<table>
<thead>
<tr>
<th>Business Volume</th>
<th>Points Available Per Bracket</th>
<th>Cumulative Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 up to $25,000</td>
<td>4 points per $1,000 BV</td>
<td>100</td>
</tr>
<tr>
<td>$25,000 up to $75,000</td>
<td>2 points per $1,000 BV</td>
<td>100</td>
</tr>
<tr>
<td>$75,000 up to $125,000</td>
<td>1 point per $1,000 BV</td>
<td>50</td>
</tr>
<tr>
<td>$125,000 and above</td>
<td>1 point per $10,000 BV</td>
<td>Based on volume</td>
</tr>
</tbody>
</table>

*International sponsored groups are not figured in computation and payment of the Diamond Plus Bonus.*

**FOUNDERS ACHIEVEMENT AWARDS (FAA)**

Discretionary cash awards are presented to IBOs who meet baseline requirements, demonstrate extraordinary business development, and exhibit high ethical and business standards. To qualify, you must be a Diamond Bonus Recipient with a minimum of eight FAA credits. The first time you accumulate 40 FAA credits or more (in increments of five), you’re eligible to receive a special One-time Cash Award instead of an Annual Cash Award.

**Founders Achievement Awards**

**FAA Credit Achievement**

<table>
<thead>
<tr>
<th>Domestic Leg</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-month leg</td>
<td>1.0</td>
</tr>
<tr>
<td>Emerald Bonus leg</td>
<td>1.5</td>
</tr>
<tr>
<td>Diamond Bonus leg</td>
<td>3.0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>International Leg</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>#2 12-month leg</td>
<td>1.0</td>
</tr>
<tr>
<td>#2 Emerald Bonus leg</td>
<td>1.5</td>
</tr>
<tr>
<td>#2 Diamond Bonus leg</td>
<td>3.0–6.0</td>
</tr>
<tr>
<td>Other 12-month leg</td>
<td>0.5</td>
</tr>
</tbody>
</table>

**FAA Annual Cash Awards**

- Award amount U.S. dollars
- Award amount Canadian dollars

**FAA One-time Cash Awards**

- Award amount U.S. dollars
- Award amount Canadian dollars

*Approximately 53% of IBOs were “active.”

U.S. IBOs were considered “active” in months in 2013 when they attempted to make a retail sale, or presented the Amway IBO Compensation Plan, or received bonus money, or attended an Amway or IBO meeting. If someone sustained that level of activity every month for a whole year, their annualized income would be $2,196. Of course, not every IBO chooses to be active every month. “Gross Income” means the amount received from retail sales, minus the cost of goods sold, plus monthly bonuses and cash incentives. It excludes all annual bonuses and cash incentives, and all non-cash awards, which may be significant. There may also be significant business expenses, mostly discretionary, that may be greater in relation to income in the first years of operation.
Successful Business-Building

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Tips for Successful Business-Building ............... B-2
Marketing Products........................................ B-2
Registering Other IBOs................................. B-3
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Important Responsibility Statement

There are many state and federal laws affecting the sale of food supplements and health and fitness products. When marketing these products, it is important to use only the claims permitted in authorized literature. Using improper claims contained in unauthorized literature could lead to violations of food supplement regulations by misrepresenting food supplements as drugs or medications.

Unless you are a medical doctor, you should not attempt to diagnose health complaints or prescribe remedies for health conditions. Don’t assume that your customers need a certain food supplement or other health and fitness product; refrain from telling your customers what they need. Always allow the customer to select the product best suited to his or her needs.

Before beginning a significant lifestyle-change program, especially an intensive weight-loss program or exercise program, customers should consult with a physician. If your customers experience pain or discomfort while following a lifestyle-change program, they should discontinue the program and check with their physician.

Don’t use testimonials from people who report health improvements after using NUTRILITE® Supplements.

In situations involving weight loss achieved or exercise results claimed from using NUTRILITE products, you may use testimonials, but only if you have documentary proof supporting the claims at the time you make them.
Successful Business-Building

Tips for Successful Business-Building

Business success includes three facets: experiencing the product yourself; moving product to your downline IBOs and other customers; and registering other IBOs into the business to do the same.

Marketing Products

Tip 1. Get to know the products.

Surf through Amway.com to get familiar with the products. Product sales are key to growing your business. Think about which products you and others would most likely use again and again.

One way to get started is with the Product Intro Pack, a collection of some of our most popular, easiest to sell products.

Amway catalogs and other printed materials list our prices using a code so you can show products to customers without revealing your (reduced) IBO price. In the Price Code, the number after the P is the PV, the number after the B is the BV, and the number after the Y is Your IBO Cost. Add a decimal point before the last two numbers.

Tip 2. Introduce products to others.

Using products will help you talk about them with friends and family. Tell them about your personal favorites, and they’ll likely be interested in buying them based on your enthusiasm and recommendation.

You can earn immediate income by offering products to customers at a price you determine over the price you pay. Other places you can go for more information about promoting products include:

- Visit Amway.com for product updates and new releases.
- Several Sales Kits are available for purchase on Amway.com.

Tip 3: Build for profitability.

You’ll have wide latitude in how you build your independent business. But we’ve found that IBOs who build successful businesses experience the products first to become familiar with them, then balance their efforts by selling products to non-IBO customers and sponsoring new IBOs who do the same. In the meantime, successful IBOs enjoy the added benefit of buying great products at IBO Cost for their own use.

Learn about the products: Product experience is the best sales tool. When you become familiar with their high quality and unsurpassed performance, you’ll be able to speak confidently about your products and begin selling to non-IBO customers.

Selling: Selling products to non-IBO customers and generating a customer base is the foundation for success of your independent business. The quickest way to earn income is from your retail markup on product sales to customers.

Sponsoring: To expand your business even further, you’ll want to share the business opportunity and sponsor others who express interest. You’ll take on a leadership role and responsibility for training those new IBOs, just as you should be trained by the IBO who sponsored you.
Registering Other IBOs

Tip 1. Ask your upline IBO for help.

The person who registered you most likely has a proven system for generating sales volume and showing the Amway Independent Business Owner Compensation Plan to people you know who might be interested in becoming IBOs. Work closely with that person when you present the IBO Plan to others.

Tip 2. Get to know Amway.com.

Visit Amway.com. Go to “Shop” in the main tool bar. Look for Nutrition & Wellness, Beauty, For The Home, B2B products, and all the other product categories. Then check out the other headers in the main tool bar. Become familiar with the new, simplified categories and navigation. This will save you time later and enable you to show prospects how easy the AMWAY™ website is to use.

Tip 3. Recommend the Product Intro Pack.

The Product Intro Pack is a smart choice for new IBOs when they register. The Intro Pack introduces them to some of the top-selling, most profitable products available only from Amway. Research shows that IBOs who get products when they register are more likely to succeed in their early months.

Research also suggests that IBOs who register with product are more productive and more likely to register others into the business. The Product Intro Pack was developed to help new IBOs get to know our best-selling products so they can successfully introduce them to others.

Training Resources

Tip 1. Know the business and the products.

Your upline IBO is a great resource for information on building a business. Another resource is the group of training resources developed by Amway. Topics include getting started, selling products, and growing your business. Visit Amway.com and log in. There you’ll find the Business Center and the Training & Education section.

You can also take advantage of training that is offered at Amway-sponsored events you may attend. Many events include instructor-led workshops.

For additional downloadable materials to help you grow your business, go to Amway.com, log in, and go to Business Center > Resource Center.
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Managing Your Business

Product Information and Ordering

The AMWAY™ website supports you with many great tools and resources to help manage your business. Shopping directories and product indexes can be found online at Amway.com, along with other detailed information about specific products.

Product availability and pricing are subject to change without notice. Updates are communicated generally via What’s New at Amway.com. If any information appears incorrect, you have questions, or you need assistance placing an order, contact Customer Service.

Volume Credits and Transfers

PV/BV from product orders placed directly with Amway generally gets credited to the ordering IBO, unless otherwise indicated at the time of the order. If you place an order on behalf of another IBO, you must designate that the volume for the order be credited to that IBO. Additionally, you may supply another IBO with products from your inventory, in which case the volume for those products must be transferred from your monthly totals and credited to the purchasing IBO. This allows for proper accounting of monthly volume, which results in the proper calculation and payment of all bonuses and awards. All PV/BV transfers must be made in the month that the transaction occurs. For detailed information about volume credits and transfers, including the open dates for making transfers each month, go to Amway.com.

Satisfaction Guarantee

The Corporation is a recognized leader in the industry for offering superior value in a high-quality product line. We are committed to your success, delivering state-of-the-art products of the finest quality for sale to your customers. Our products are manufactured under rigid quality control programs and exhaustively tested for quality and performance. You can confidently stand behind our products because we stand behind them with the following Satisfaction Guarantee:

If your customer is dissatisfied for any reason with a covered coreline product, you should offer to:

• Replace the product without charge;
• Exchange the product for credit toward the purchase of another product; or
• Refund the purchase price and applicable tax.

For more information on returns, policies, and procedures, see the Product Returns section below, or go to Amway.com.

Warranties

Amway warrants the merchandise it sells for a period of 180 days from the date of original purchase or receipt as a gift. If any of its products should prove defective during the 180-day period, Amway will, at its option, repair, replace, or issue a refund for such product. This warranty, which does not cover damage to a product resulting from accident or misuse, provides specific legal rights. Other rights that vary from state to state may be available. Because inventory is constantly being replenished with new stock, it is possible that a similar product of equal or higher value may be substituted at no additional cost.

You may request a copy of the warranty prior to ordering. Warranty claims for Partner Store purchases should be directed to the Partner Store.

Product Returns

IBOs and registered customers who place orders with and receive product delivery directly from Amway may return items using the return form that is part of the packing slip included with each order. This form contains a prepaid return mailing label, as well as detailed instructions for handling returns. If you do not have the form or the mailing label, you can download them free at Amway.com by searching “return.” For questions regarding a return, contact Customer Service at 800-253-6500.

Amway Independent Business Owners are charged a processing fee of $5.95 for each invoice. Any merchandise returned due to errors or damages upon delivery will not incur a processing fee.

Note that only IBO purchases for personal, family, or household use may be freely returned under the Satisfaction Guarantee. Product purchased for IBO stock or inventory is returnable only under the Buy-Back Rule, provided the IBO decides to leave the business, or on an exception basis where the IBO may be changing fulfillment methods or experiencing significant financial hardship. Exception returns are reviewed on a case-by-case basis pursuant to Amway’s exception returns policy. Returns staff reserves the right, in its sole discretion, to
make the final determination on all exception return requests. Amway does not sell inventory on consignment, so you should order only the amount of inventory that you reasonably intend to sell during the month.

Sales Taxes
Selling products and services to your customers requires the collection and remittance of various state and local sales taxes. For your convenience, Amway has entered into collection agreements with all applicable state and local taxing authorities. Those agreements allow Amway to collect the required sales taxes at the point of sale and remit them to the proper taxing authorities on your behalf. As a result, you don’t need to obtain a separate sales tax license for your business. IBOs operate under the sales tax license assigned to Amway in each state, county, and municipality.

For sales tax-related questions, please contact Customer Service at 800-253-6500, or visit Amway.com.

Business Licenses
Some states and local governments have laws and ordinances requiring business operators to register their business and sometimes pay an annual fee for the privilege of doing business in that state or municipality. (For example, the state of Nevada requires most businesses in Nevada to obtain an annual State Business License, and the cities of San Jose and Los Angeles require a business license.) You should inquire at your state and local government offices and request a copy of any such law or ordinance. Many ordinances do not apply to the IBO Plan, but in such instances where they do, you must comply with the law.

Zoning Ordinances
Some local governments have zoning ordinances that limit or prohibit the operation of a commercial business from the home. While most such zoning ordinances do not apply to the IBO Plan, you should confirm this with your local government office. It is your responsibility to comply with all zoning and other municipal requirements for operating your business.

Bookkeeping Basics
As a small-business owner, it is important to conduct your affairs in a professional and businesslike manner, which includes keeping accurate books and records to track your productivity and make necessary adjustments in order to meet your business objectives. Accurately recording items of business income and expense, as well as keeping original source documents that substantiate your income and expenses, is essential for proper income tax reporting.

There are various affordable software packages on the market today that enable you to perform basic bookkeeping tasks on your personal computer. Your IBO organization may also have helpful tools to assist you with managing your business bookkeeping needs, so you might consult with the person who registered you, or with your upline Platinum, about their methods. In addition, you are encouraged to consult with your qualified tax adviser, preferably a CPA, who has the training and experience to recommend an effective bookkeeping strategy for you. Implementing effective bookkeeping methods in the beginning will allow you to later devote more attention and energy toward building your business.

Income Tax Tips
Like any small-business owner engaged in a for-profit enterprise, your income is subject to tax and must be reported on your personal income tax returns. Business income and expense items must be summarized separately on IRS Form 1040, for which you will most likely use Schedule C. Additionally, you may be required to issue Form 1099-MISC to IBOs in your downline group.

If the aggregate amount of your purchases from Amway is $5,000 or more in a calendar year, and/or if your Amway income is $600 or more, Amway will be required by law to issue a Form 1099-MISC to you. Your Amway income may also include reportable items like amenities, activities, gift cards, etc.

For a comprehensive discussion of your filing requirements and other income tax tips, the Tax Dept. publishes an informational bulletin titled Your Amway Earnings & The U.S. Income Tax, which is available free of charge at Amway.com. A link is also provided on the website to the official IRS Home Page at www.irs.gov, where you may go to find forms and instructions as well as general information. Note that these items are for your information and do not constitute professional counsel or advice.

You are advised to seek personalized counsel from your qualified tax adviser, preferably a CPA, who should be your final authority on all tax matters.

Be aware that some self-styled “tax experts” claim that by starting your own home-based business you can improve your current income tax situation by simply converting otherwise personal expenses into deductible business expenses. The Amway Independent Business Owner Compensation Plan is not principally aimed at tax “benefits” or relief, and promoting it as such is strictly prohibited.
Managing Your Business

The Internal Revenue Code contains provisions that assist small-business owners who operate their business for profit. With proper record keeping, IBOs may deduct from gross profit most ordinary and necessary expenses incurred in the operation of their independent business. “Ordinary” means an expense that is common and accepted in the business. A “necessary” expense is one that is appropriate and helpful in developing the business. Certain restrictions apply. IBOs should contact a qualified tax adviser, preferably a CPA, for guidance.

As a final note, Amway must have a valid taxpayer identification number on file for your business in order to properly report bonus payments. Because you have the opportunity to very quickly earn income through Performance Bonuses, you should confirm that Amway has your proper Social Security Number, or other taxpayer identification number, especially if you did not provide it at registration. Failure to provide Amway with this information may result in your bonus payments being subject to backup withholding as required by the Internal Revenue Code.

Business and Family Insurance

IBOs participate in the Independent Business Owners Benefits Association (IBOBA), a nonprofit association that offers valuable business and family insurance plans at favorable group rates.

Marsh USA Inc. services IBOs with their commercial general liability and property insurance needs. General liability insurance protects IBOs against occurrences of bodily injury, property damage, personal injury, and advertising injury during the conduct of their independent business. Business property insurance protects IBOs against losses resulting from physical damage to business inventory, samples, sales literature, equipment, and other personal and real property used primarily in their business. Both liability protections are crucial for business owners. For more information about insurance coverage for your business, contact Marsh at 800-548-9175.

Wells Fargo, for an additional fee, administers various insurance plans designed to serve each IBO’s personal and family insurance needs. These include medical, dental, life, disability, accidental death, long-term care, personal liability, auto, homeowners, and even pet insurance. Other valuable offers from Universal include a home warranty program, as well as a health-care savings card that entitles you to discounts from participating providers throughout the U.S. For more information about personal and family insurance options, you may go to Amway.com, or call 800-254-2327.

Your Trade Association

The Independent Business Owners Association International (IBOAI) is the voice of the IBO. Through its Board, the IBOAI provides an open channel of IBOAI communication with the Corporation on all aspects of the business, taking an active role in shaping its future.

Any IBO may voluntarily become a member of the IBOAI and support its activities. When your business achieves the Platinum level or above, you become a voting member of the Association, which also allows you to participate in selecting members to the governing Board. For more information about the IBOAI, visit iboai.com, or contact the Association at 616-776-7714.

Training and Support Materials

Education, training, and motivation are critically important to building a successful independent business. To educate you in the business and assist with your own training and motivation, as well as teaching how to train and motivate others, the Corporation prepares various merchandising aids and support services. All materials produced and distributed by the Corporation are subject to its Satisfaction Guarantee and Buy-Back Rule.

Approved Providers and some IBOs independently produce or procure and distribute their own Business Support Materials (BSM), as defined in Rule 7. of the Rules of Conduct. These may include books, magazines, flip charts and other printed materials, audio tapes, video tapes or DVDs, software, websites or other online materials, internet services and other electronic media, rallies, meetings, and educational seminars. Some IBOs earn additional income from the sale of BSM apart from their earnings as IBOs.

You may decide that these materials can help you build your business. Or not. It’s your decision. No one may pressure you to buy these materials. Your own good judgment should guide you in deciding what is best for your independent business, considering among other things the cost, benefit, and time commitment associated with the purchase and use of these materials. Amway makes no money from the purchase of BSM from IBOs, Approved Providers, or third parties.

The BSM Buy-Back Policy contained in the IBO Rules of Conduct provides that an IBO selling BSM must, upon request, buy them back from any dissatisfied original purchaser on commercially reasonable terms for a period of 180 days after the sale thereof (refunds for tickets to seminars, rallies, and other functions available for 30 days after the date of event). All IBOs are free to purchase or cease purchasing BSM at any time without threats, pressure, or retaliation.
Managing Your Business

**Annual Business Renewal**

You must maintain a current authorization in order to preserve your rights as an IBO, including all rights to your registered IBOs and customers. Your authorization expires on December 31 each year. To remain an authorized IBO, you must annually submit prior to December 31 your *Renewal Agreement* (SA-469Q) along with the required Annual Business Fee. Your renewal may be conducted online, by mail, or by phone.

First-year IBO renewal fees may be waived or prorated depending on the month in which they entered the business. IBOs who enter between August 1 and December 31 of the current year will not need to process a renewal until December of the following year. To renew online, access Amway.com. You may also download the Renewal Agreement with instructions.

**Building an International Business**

The company’s enthusiasm for global expansion creates exciting growth opportunities for you either through international sponsorship, or by establishing additional distributorships in other markets. As an IBO, you have the opportunity to register others into the business not just in the U.S., but also in other countries around the world where the company has established affiliate markets. Today, the company operates in over 80 countries and territories, and is continually pursuing new market opportunities. When you become an International Sponsor for a friend, relative, or associate living in another country, they will be aligned with a Foster Sponsor who is authorized in the market and who provides your registrant with the product, education, training, and motivation that they need. The global Sales & Marketing Plan rewards both the International Sponsor and the Foster Sponsor for your registrant’s sales activity.

Should you wish to personally sponsor others in another market, or to retail products there, you are required to establish an authorized distributorship in the market. Establishing a business in another country as a non-citizen is often complicated, and the business and legal requirements vary from country to country. You are advised to contact the U.S. Embassy or Consulate in the market, as well as the company’s local affiliate office. Where it is permitted, your international business(es) will be Internationally Sponsored by your existing AMWAY™ business in the U.S. and Foster Sponsored by an authorized distributor in the country. Your international business(es) will be regarded as separate independent businesses and may not be merged with any other businesses for purposes of awards and qualifications.
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Code of Ethics

As an IBO, I agree to conduct my business according to the following principles:

• I will uphold and follow the Rules of Conduct as stated from time to time in official Amway manuals and other literature, observing not only the letter, but also the spirit, of these Rules.

• I will present all products and services and the business opportunity to my customers and prospects in a truthful and honest manner, and I will make only such claims as are sanctioned in official Amway literature.

• I will be courteous and prompt in handling any and all complaints, following procedures prescribed in official Amway manuals for giving exchanges or refunds.

• I will conduct myself in such a manner as to reflect only the highest standards of integrity, honesty, and responsibility, because I recognize that my actions as an IBO have far-reaching effects, not only on my own business, but on that of other IBOs as well.

• I will accept and carry out the various prescribed responsibilities of an IBO (and of an upline and a Platinum IBO when I progress to such levels of responsibility) as set forth in official Amway literature.

• I will use only literature produced or authorized by Amway concerning the Amway Independent Business Owner Compensation Plan, products, and services.
Minimum Age Requirements

The age required to become an IBO and enjoy full rights and privileges, including the right to be a Sponsor and register others into the business, is 18 years old or the age of majority in the state or province in which the IBO resides (if different than 18). You may register a minor who is at least 16 years old to become an IBO for the purpose of merchandising products and services only, provided that their parent or guardian consents and also signs the IBO Registration Agreement.

IBOs Are Not Employees

As an IBO, you are not an employee, agent, or legal representative of Amway, but rather a self-employed independent contractor authorized by Amway to sell its products and register others who do the same. Amway exercises no control over the amount of time you devote to the business or the amount of income you derive from it. You should NOT, at any time, represent to anyone that you are an employee of Amway. This includes listing Amway as your “employer” on loan applications and government forms. Do not ask lenders or other parties to call Amway to verify your income or financial status because Amway will not be able to provide this information.

Dun & Bradstreet Reports

Dun & Bradstreet financial reports are not to be used in the course of registering new IBOs. This report pertains only to Amway’s creditworthiness and is not meant to be used as an investment rating. The business opportunity is not an investment security. All Dun & Bradstreet financial reports are confidential and reserved for the exclusive use of their subscribers. Although you may indicate Amway’s soundness when registering others into the business, using Dun & Bradstreet reports for such purpose is prohibited.

Better Business Bureau Membership

The Better Business Bureau (BBB) does not permit the use of its name in connection with advertising for products or services. The BBB name and symbol are federally registered service marks and, hence, using its name or symbol without permission may violate federal law.

You should not use the name or seal of the BBB in any printed materials that go to the general public or in advertisements, nor should you represent or imply to the public, either orally or in writing, that Amway or its products or services are endorsed by the BBB.

This includes asking a prospective IBO or customer to call the BBB as a reference. Such a request is viewed by the BBB as an implied endorsement, which is impermissible.

IBOs who are members of a local BBB may display membership plaques, certificates, or decals in their offices that are issued by the BBB for this purpose, in accordance with BBB guidelines. They may also notify their downline IBOs, through a bulletin or letter that goes only to IBOs, of the fact that they are a member of a BBB.

The BBB of Western Michigan has prepared a reliability report about Amway which is given out to any inquirers at the BBB. Local BBBS who receive inquiries either respond to those inquiries using that reliability report and/or direct those inquiries to the BBB of Western Michigan.

Removing IBO Names from Official Records

A request to delete an IBO name from Amway’s official listing must be submitted in writing to Business Conduct & Rules. Deletion from the official records means the subject of the request will no longer be an Amway IBO and relinquishes all IBO rights and responsibilities, including the right to earn bonuses, sponsor IBOs, or service customers. Requests must include the following documents:

- Written consent from the person(s) being removed. Assignment of Independent Business Forms are available from Business Conduct & Rules. This may take the form of a brief letter or note signed by the person(s) involved. The name of a minor(s) may not be removed except by a court order.
- In case of death, a certified copy of the death certificate of the person whose name is to be removed.
- In the event of divorce, a certified copy of a divorce decree, attested as a true copy by the court clerk, together with details as to how the independent business listing is to be revised, is to be sent to:

  Amway  
  Business Conduct & Rules, 78-2W  
  7575 Fulton Street E.  
  Ada, MI 49355-0001

If the divorce decree fails to mention the independent business, then both parties must sign a document indicating what disposition is to be made of the business.

Because of the legal considerations in relinquishing the rights and responsibilities of an independent business ownership, no changes can be made in independent business names until the above documents have been received and approved by Amway.
Partnerships Are Discouraged

We strongly discourage partnerships between individuals other than spouses as a way to conduct an AMWAY™ independent business. There are inherent shortcomings in the partnership form as a way of doing business that often result in serious personal legal consequences to the individual partners.

The following examples show some of the disadvantages of partnership:

1. Each partner may be held personally liable for the debts and obligations of the partnership. The creditor has the right to look to either or both partners for payment.

2. One partner can bind both partners even though the second partner had no knowledge of the obligation at the time it was incurred and later refused to consent to it. The innocent partner cannot claim as a defense that he did not know about the debt or consent to it. In fact, he cannot even claim the obligation was not a proper one.

3. A financial problem involving one partner, even though it relates to an obligation owed by him outside the business, can endanger the partnership, as a creditor may attach the interest of the defaulting partner in the partnership to satisfy the obligation of that partner. The result of a creditor taking such action could mean dissolution or bankruptcy of the partnership. Hence, the partner who keeps his own financial affairs in good order can sustain considerable financial loss if his partner does not.

4. Each partner has an equal voice in conducting the business of the partnership regardless of the percentage of ownership held by each. Thus, a 10% partner has as much to say about partnership affairs as a 90% partner.

5. A partner who desires to withdraw from the partnership may encounter considerable difficulty in disposing of his interest. Unless his partner is willing and able to buy him out, he must locate a new prospective partner who is acceptable to the remaining partner. This is usually difficult to do.

6. If a disagreement develops between the partners that cannot be resolved amicably, either partner has the right to demand the liquidation and dissolution of the business, thus leaving both partners without any business.

7. The death of one of the partners leaves the surviving partner with the problem of dealing with the heirs of the deceased partner. Conversely, the heirs of the deceased partner often have difficulty in attempting to secure the deceased partner’s share of the business from the surviving partner.

Unless there is a compelling reason that outweighs the disadvantages of doing business as a non-spousal partnership, Amway recommends that two IBOs operate separate businesses, with one sponsoring the other.

The IBOs, if they wish, may operate their separate businesses as a single business so far as they themselves are concerned, while maintaining two separate businesses on Amway’s books. They can, as between themselves, combine and divide on any basis they desire all bonuses received from their sponsor or Amway.

If, in spite of what has been said above, two (or more) IBOs are determined to form a non-spousal partnership, then it is essential they confer with their legal adviser and reduce their partnership agreement to written form so that later questions can be properly resolved. The IBOs’ legal adviser, in addition, can advise the IBOs on state requirements for registering partnerships.

Military Base Restrictions

Amway IBOs in the military must comply with military regulations and should consider the following in establishing and operating their businesses.

To avoid problems, we recommend that military personnel request and obtain permission from their base commander before starting an independent business. IBOs may be required to satisfy the base commander that (1) sales of products won’t compete with or materially affect sales by the Post Exchange and (2) registration activities won’t violate regulations against engaging in commercial solicitation with military personnel of junior rank.

If an IBO is transferred to a military base in a foreign country, the same considerations apply to the operation of an independent business there, provided that business activities are confined to the base itself.

Pyramid and Direct Selling Regulations

The IBO Plan is not a pyramid or chain distribution scheme. A pyramid is a scheme in which an individual pays for the right to recruit additional persons into the scheme who, in turn, receive the same right to receive profits from recruiting others.

Three common elements of a pyramid scheme have been identified as: (1) a large, required initial investment or purchase of inventory; (2) direct payment for recruiting additional persons into the scheme; and (3) heavy emphasis on recruiting additional persons, with little or no emphasis on selling products to consumers.
The Amway Independent Business Owner Compensation Plan contains none of the above described elements. Amway IBOs earn money by selling products to their downline IBOs and other customers directly and through other IBOs in their sales organization, but not from the introduction of additional persons into the business. IBOs who improperly require large initial investments in business kits or inventory and do not properly emphasize retail sales of AMWAY™ products may invite scrutiny under various state pyramid laws and be subject to disciplinary action.

In summary, IBOs must present the IBO Plan in accordance with Amway literature and sales aids, properly emphasize retail selling, and only require payment of the Business Services Support fee. It is important to realize that seemingly simple and innocent changes made by well-meaning IBOs could violate these laws. We insist on compliance with the IBO Plan, Rules of Conduct for IBOs, and all other requirements outlined in this guide.

**Shipment of Hazardous Materials**

Domestic and international shipment of hazardous material is a serious subject, and it is the responsibility of the person tendering the shipment to a carrier to certify that all of the regulatory requirements have been met. Substantial monetary fines can be levied against an individual or corporation failing to comply.

Products such as aerosols, perfumes, colognes, nail colors, and some cleaning products are considered hazardous when being transported. If you are reshipping products, you must check with the carrier you are using, such as United Parcel Service or Federal Express, and supply them with a description of the product(s) you are shipping. They should be able to assist you with determining correct quantities, packaging, handling labels and markings, and shipping descriptions. They will also assist you in completing the proper paperwork for the shipment.

Amway can provide you with Material Safety Data Sheets (MSDS) on any product that requires one. You can obtain these by calling 800-992-6929 and pressing 1 or visiting Amway.com. Please have the product stock number ready before making a call.

*Remember! It is your responsibility to insure that all shipments are correctly prepared for shipment.*
Price-Comparison Literature

IBOs occasionally produce their own price-comparison literature for use with customers.

Rule 9.8. requires that all advertising be submitted to Amway for approval prior to distribution.

When properly done, price-comparison advertising can help consumers make more informed choices as they weigh the merits of competing products and services. However, such comparisons are valid only when they are truthful, accurate, and fair. The following guidelines will help you avoid misrepresentations that could lead to a variety of state and federal legal challenges.

If you decide to use price comparisons as a part of your sales presentations, be sure the information you provide meets the following tests for accuracy, truthfulness, and fairness:

1. Be Completely Honest and Truthful.
   You are responsible for the accuracy of any price-comparison information you prepare and circulate. Be sure of your facts before you make a claim, as you may be required to show that you had substantiation for that claim at the time it was made.

2. Inform, Do Not Attack.
   Do not disparage or try to discredit competitors’ prices, products, services, or manufacturing capabilities in your comparison. Talk up your own product’s advantages – don’t “bad-mouth” the competition.

3. Be Fair – Don’t Try to Compare Apples to Oranges.
   Be sure comparisons are relevant and appropriate. Products compared must be truly comparable – that is, essentially similar in all respects. For instance, you would not appreciate a competitor attempting to compare its ordinary candy bar with nutritious NUTRILITE® Protein Bars. They’re so dissimilar that any price comparisons would be misleading and irrelevant.

4. Provide All Necessary Details.
   Comparison ads should state the locations where price-comparison checks were made, the prices of competitive merchandise obtained at each location, and the dates on which price comparisons were made. The name of each IBO responsible for the information and claims must also appear on the ad or merchandising aid.

5. Be Current.
   Before circulating any price-comparison material, verify that the prices quoted in the material are still in effect. Do not use and circulate price-comparison literature that has become outdated.

Repackaging Products

AMWAY™ products are to be sold only in their original packages and in their original formulations.

Most of the AMWAY product names, including NUTRILITE®, ARTISTRY®, L.O.C.®, and SATINIQUE®, are registered trademarks of Amway or its parent, Alticor Inc. They are valuable assets to Amway because they embody the goodwill we have built through superior products and service. To maintain federal trademark protection for the exclusive use of these trademarks, Amway must follow very specific criteria for their use.

Product labeling is highly regulated by the state and federal governments. These regulations dictate not only the form and content of labels, but also the types of claims that can be made on a particular product. For example, certain claims on the label of a cosmetic product may cause it to be classified as a drug by the Food and Drug Administration (FDA).

FDA regulations also dictate strict manufacturing conditions under which products are packaged to ensure the products do not become contaminated. Amway devotes considerable market research resources to develop products and packaging that meet the needs and desires of consumers. If repackaging were permitted, it would cause confusion among consumers and IBOs, possibly decrease the value of our products, and dilute the effectiveness of Amway’s promotional efforts.

Observing Product-Content Laws

Amway has a variety of products with differing formulations manufactured by its affiliate, Access Business Group LLC, to comply with the local requirements and restrictions of certain states and municipalities. You are responsible for complying with these restrictions when applicable.

If you have questions about restrictions in your area, contact your Sponsor or Products and Services at 800-253-6500. Email: product.support@amway.com.

Product Liability Protection

1. Types of Damage Covered

   We purchase product liability insurance to protect both you and us from damages which may be caused by defective products.

   A product can be defective either in the way it is manufactured or in the way it could be designed.

   An example of a manufacturing defect is if a container
labeled furniture polish was accidentally filled with glass cleaner. The purchaser, thinking it is furniture polish, applies it to a fine piece of furniture, causing damage to the finish. An example of a design defect is if a product is designed to be used on fine wood furniture but contains an ingredient that damages certain woods. These are the types of damage our product liability insurance is intended to cover.

2. Types of Damage Not Covered
Our product liability insurance is not intended to extend to improper, careless, or negligent use of products. Two examples: A purchaser uses glass cleaner to polish a fine piece of furniture, or a purchaser leaves an open container of floor cleaner where it could easily be spilled on a piece of furniture.

Our product liability insurance does not extend to damage caused if you recommend a use for a product other than a use for which the product is intended. You could be made personally liable for the damage caused, and therefore, you should never recommend a customer use a product other than for its intended purpose.

You should consult your personal insurance agent to be certain you are adequately insured for your personal business activities.

3. Procedures for Handling Complaints
1. Ask the customer to explain how the damage occurred. Be sure to obtain the name of the product and when the damage occurred, then write down the name, address, and phone number of the customer.
2. Do not say that Amway will pay for the damage. Simply state that Amway will contact them regarding the damage.
3. Ask the customer to keep the product and the damaged article.
4. Call or write us with the information, and we will deal directly with the customer. Call or write:
   Amway
   Product Liability Claims
   7575 Fulton Street E.
   Ada, MI 49355-0001
   616-787-6896
   Email: product.liability.claims@amway.com

Beautician and Cosmetologist Licenses
As a general rule, IBOs do not demonstrate ARTISTRY® cosmetic and skincare products by applying them directly on the customer’s skin, nor do they charge a fee to the customer for demonstrating such products. For these reasons, you are usually not required to obtain a beautician’s, cosmetologist’s, or other similar license in order to demonstrate and sell ARTISTRY cosmetic and skincare products to customers.

If you are contacted by state licensing authorities about the need for such a license, or if you would like to find out what your particular state requires, contact Amway’s Legal Division.

Vermont Pest Control Act
The Vermont Pesticide Control Act requires all IBOs who sell Class C pesticides in that state to first be licensed. The Act applies to any IBO who either distributes Class C pesticides to his personally sponsored IBOs or sells them to his customers. Only one license per independent business is required. Products from Amway that are classified as Class C pesticides in the state of Vermont include:

- PURSUE® Disinfectant Cleaner
- PURSUE Broad Spectrum Disinfectant/Deodorizer Spray

The fee for the Retail License Application Class C Pesticides License is $10; it must be renewed annually.
Applications may be obtained from:

- Vermont Department of Agriculture, Food & Markets
  116 State Street
  Montpelier, VT 05602-2901
  802-828-2430

or check Laws/Regulations on the State of Vermont website:
Vermontagriculture.com/ARMES/VTregs91.htm

Iowa Groundwater Protection Act
In Iowa, a portion of the Groundwater Protection Act requires that sellers merchandising products that fall within the definition of “household hazardous materials” (1) obtain a permit to sell these materials and (2) distribute to customers information that tells how to identify and dispose of such materials.

Amway has purchased a blanket permit that covers the sale of such company-produced products by Amway IBOs in lieu of registration by each individual IBO. Therefore, you are not required to purchase a permit.

However, you do have a special responsibility if you merchandise products that are termed “household hazardous” by statute. The law requires that you distribute to your customers booklets available from the Iowa Department of Natural Resources that contains information about product use and disposal. The law also requires that you distribute an informational list of these products covered by the law. Both booklets and
list (or photocopies of each) must be provided to the customer at the time of the first sale of these products. In subsequent sales to the same party, the booklet and list should be noted as being available if desired.

The state has defined “household hazardous materials” to include: motor oils and motor oil additives, motor oil filters, gasoline and diesel fuel additives, degreasers, waxes, polishes (excluding nail polish), solvents (excluding water), paints (excluding latex-based paints), lacquers, thinners (excluding water), caustic household cleaners, spot and stain removers with a petroleum base, petroleum-based fertilizers, and color cathode ray tubes.

The law specifically excludes laundry detergents and soaps, dishwashing compounds, chlorine bleach, personal care products, personal care soaps, cosmetics, animal and human medications, and pharmaceuticals.

The law requires that all IBOs making such sales comply with these informational requirements. To request free copies of the Department of Natural Resources booklets, address your request to:

Waste Management, Iowa DNR
502 E. 9th Street
Wallace State Office Building
Des Moines, IA 50319-0034
800-735-2942 (Customer Service)
or see the website:
Iowadnr.gov/waste/pubs/index.html#hhm

For free copies of Amway’s products list, contact:
Amway
Products and Services
7575 Fulton Street E.
Ada, MI 49355-0001
800-253-6500
Email: product.support@amway.com

Water Treatment System Regulations
If you market our water treatment systems, you must pay special attention to state laws that regulate the sale of point-of-use water treatment systems.

All states regulate the advertising and sale of consumer products through state consumer protection laws. These laws prohibit the false and misleading advertising and sale of any consumer product. Several states, including California, Hawaii, Iowa, New York, and Tennessee, have passed laws specifically regulating the advertising and sale of point-of-use water treatment systems. At least one local jurisdiction – Suffolk County, New York – has enacted a similar law.

California and Tennessee require that when a seller makes a contaminant removal claim, the seller must tell the prospective purchaser that the removed contaminants are not necessarily in his water.

Hawaii requires that you provide your purchaser with a copy of all information relating to water quality and health effects used in the sales presentation.

Iowa and New York require that specific information be provided to the purchaser in conjunction with the sale. This information is available from Amway’s Products and Services Department at 616-787-6279.

Email: product.support@amway.com

Be sure to use only official Amway literature when selling our water treatment products and only Amway-approved advertisements.

California Spray Adjuvant Licensing Requirements
Pesticide regulations in California mandate that any person who sells at retail a pesticide (“pesticides” in California include spray adjuvants) for “agricultural use” must first obtain one or more licenses:

1. If an IBO provides a “recommendation” for a specific “agricultural use” of a pesticide in California, or if the IBO solicits pesticide product sales or gives advice on how to use pesticides for “agricultural use” by telephone from their office location or in person away from that office, then the IBO must obtain an “agricultural pest control adviser” license.

2. Even if an IBO does not meet the conditions set forth in 1. above, if an IBO sells pesticide products from their office or otherwise sells pesticide products to end users for an “agricultural use,” then the IBO must obtain both a “pest control dealer” and a “pest control dealer designated agent” license.

However, if an IBO sells pesticides exclusively to customers for their own personal use at home and not for “agricultural use,” these licenses are not typically required. Evaluate your own actual business practices to see if you need one or more of these licenses. For instructions on the requirements for these various licenses, as well as application forms, consult the California Department of Pesticide Regulation by going to Cdpr.ca.gov/docs/license/liccert.htm, the department’s licensing information website. You can also email the department with specific licensing questions at licenseemail@cdpr.ca.gov, call them at 916-445-4038, or otherwise contact them at:

California Department of Pesticide Regulation
1001 I Street, P.O. Box 4015
Sacramento, CA 95812-4015
Tel: 916-445-4038 or Fax: 916-455-4033
Phosphate Sales and Use Bans

Many states, or individual governmental jurisdictions within a state, ban the sale of certain phosphate-containing products. It is your responsibility to comply with those phosphate bans that are applicable to where you conduct business.
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Introduction

The Rules of Conduct ("Rules") form an important part of the contract between Amway and the IBO (the "IBO Contract"). The Rules have been carefully developed in consultation with the IBOAI Board, and have been implemented following notice to IBOs and review of their comments.

IBOs own and operate their own Independent Businesses ("IBs"). Amway recognizes the value of the contributions that IBOs who have achieved business goals can make to the development of other IBOs whom they sponsor and support under the Rules. As IBOs develop into established leaders, they play an increasingly important role in mentoring, teaching and training other IBOs about the Amway business. Among other things, the Rules are designed to ensure that all IBOs have the support that they need to continue to develop their IBs with Amway.

Under the IBO Contract, IBOs receive substantial benefits, including: the right to purchase products through Amway at IBO cost for resale; the right to sponsor others to become IBOs and sell products offered at www.amway.com; the right to qualify for bonuses under the Amway IBO Compensation Plan ("Plan"); use of Amway’s intellectual property in accordance with the Rules; and a variety of support for IBOs and their Customers. As part of its commitment to support the opportunity made available to IBOs, Amway invests substantial resources in goodwill, in the Line of Sponsorship ("LOS") and in LOS Information to provide Amway and IBOs with a competitive advantage. All IBOs and Amway share a competitive business interest in maintaining and protecting these assets and interests. The Rules provide important safeguards for IBOs and Amway in this regard, as well as contractual rights and obligations.

1.1. Contractual Relationship: Amway Corp. ("Amway") has a contract with each IBO that includes all of the terms in the IBO Registration Agreement form executed by the IBO, the renewal form(s) executed or authorized by the IBO, the Plan and the Rules in effect at the time the IBO executed the IBO Registration Agreement, and any Entity Agreement for Independent Business Owners (IBOs) ("Entity Agreement") or modifications to the Plan or Rules that become effective during the term of the contract (the "IBO Contract"). The current version of the Plan and Rules can be found at www.amway.com.

As part of the IBO Contract, IBOs have an obligation to comply with the Rules.

1.2. Choice of Law: Except to the extent that the Federal Arbitration Act applies to Rule 11, the formation, construction, interpretation, and enforceability of the IBO Contract, and all claims arising from or relating to the IBO Contract, shall be governed by Michigan law, without giving effect to any choice of law or conflicts of law rules or provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. The place where the IBO Contract is made is Michigan.

1.3. Severability: If an arbitrator or court of competent jurisdiction determines any portion of the Rules of Conduct is unenforceable in any respect, then it shall enforce the rest of the Rules of Conduct to the fullest extent permitted by law without affecting the enforceability of all remaining Rules of Conduct.

2. Definitions

2.1. Amway IBO Compensation Plan (or Plan) means the business arrangement through which IBOs receive certain income or other compensation as described in Section A of the Business Reference Guide.

2.2. Copyrighted Works means works protectable by copyrights that are owned by, created by or licensed to Amway.

2.3. Customer means a non-IBO who is an end user of products and services offered through or by Amway.

2.4. Independent Business (IB) means an Amway independent business operated by an IBO(s) pursuant to the IBO Contract.

2.5. Independent Business Owner (IBO) means an individual(s) or entity operating an IB pursuant to the IBO Contract.


2.7. Line of Sponsorship (LOS) means the structural arrangement of IBOs established by the contractual relationship that each IBO has with Amway.

2.8. LOS Information includes all information that discloses or relates to all or part of the Line of Sponsorship, including but not limited to IBO numbers and other IBO business identification data, IBO personal contact information, IBO business performance information, and all information generated or derived therefrom, in its past, present or future forms.
2.9. Marks means the trademarks, service marks, trade dress and trade names adopted or used by Amway and/or otherwise the subject of pending or existing trademark rights owned by or licensed to Amway, regardless of whether the trademarks, service marks, trade dress or trade names are the subject of trademark applications or registrations.

2.10. Prospect means a prospective IBO.

2.11. Region means the United States, Canada, Dominican Republic, Puerto Rico, U.S. Virgin Islands, Guam, Jamaica, the Pacific Islands of American Samoa, Federated States of Micronesia, Marshall Islands, Northern Mariana Islands, Palau, Wake Island and all authorized Atlantic and Caribbean islands operating under the Plan.

2.12. Use means: (a) with reference to Marks, directly or indirectly placing, affixing or displaying one or more Marks on or in connection with goods or services, in a manner that tends to create the impression of an affiliation, connection, or association between Amway and the IBO or Approved Provider; and (b) with reference to Copyrighted Works, to reproduce, distribute and/or display copies of the Copyrighted Works, in whole or in part, including by means of digital audio transmissions, and to create any derivative works.

3. Becoming an IBO

3.1. Registration Agreement: To become an authorized IBO capable of merchandising products and services offered through or by Amway and registering other IBOs, an applicant must be 18 years of age, complete and sign the IBO Registration Agreement, and pay the Business Services and Support fee specified in the IBO Registration Agreement. An IBO Registration Agreement may be completed and signed in one of the following ways: (a) the applicant may complete, sign and submit an electronic version of the IBO Registration Agreement in accordance with the procedures on the Amway website; or (b) the applicant may complete, sign and return a paper version of the IBO Registration Agreement.

3.2. Acceptance or Rejection of IBO Registration Agreement: Amway reserves the right to accept or reject any IBO Registration Agreement. A registration shall be considered accepted by Amway when it receives a completed and signed IBO Registration Agreement in accordance with Rule 3.1, its contents are verified with Amway's IBO records database, and the registration does not violate any Rule of Conduct. Pending receipt of a completed, signed IBO Registration Agreement, Amway may temporarily authorize an IBO to conduct business subject to the Rules of Conduct for up to 90 days.

3.3. Legal Entities as IBOs: IBs shall be formed initially by and in the name(s) of the individual applicant(s). After receiving an IBO number, an IBO who wishes to operate his/her IB as a corporation, limited liability company (LLC), formal partnership, limited partnership, limited liability partnership (LLP) or trust must complete the appropriate Entity Agreement for Independent Business Owners (IBOs) and submit it to Amway, which may accept or reject it. Existing IBOs as of September 2012 that are operating through a legal entity under an existing Entity Agreement approved by Amway may continue to operate under that agreement, but the IBO and entity must sign the currently applicable Entity Agreement upon request or in the event of a change in ownership or control in the entity.

3.4. Husband and Wife IBOs: If both husband and wife wish to become IBOs, they must register together as a single IB. Husbands and wives may not sponsor each other. If one spouse is already an IBO, the other spouse, upon electing to become an IBO, must join his or her spouse’s IB. An IBO will be held accountable for the actions of a spouse, whether or not the spouse is an IBO, so far as the Rules of Conduct are concerned.

3.5. Minors as Independent Business Owners: Minors who are at least 16 years of age may become IBOs only for the single purpose of merchandising products and services offered through or by Amway. A minor who desires to become an IBO must: (a) obtain a parent’s or guardian’s signature on the IBO Registration Agreement; (b) be sponsored by or added to his or her parent’s or guardian’s IB if the parent or guardian of the minor is an IBO; and (c) must not be a signatory in any IB other than a parent’s or guardian’s IB.

3.6. Term: The term of the IBO Contract shall expire at the end of each calendar year, with the exception of initial registrations accepted by Amway between September 1 and December 31, in which case such initial term shall expire at the end of the subsequent calendar year.

3.7. Annual Renewal: In order to renew the IBO Contract, an IBO must annually file a request to renew the IBO Contract, along with the required annual business renewal fee, by December 31 of the year preceding the year for which the IBO is renewing. Amway reserves the right to reject any renewal request, or revoke any IBO’s Renewal Agreement, if the IBO is not in compliance with all provisions of the IBO Contract. An annual Renewal Agreement may be
completed and signed in one of the following ways: (a) an IBO may complete, sign and submit an electronic version of the Renewal Agreement and pay the required annual business fee in accordance with the procedures on the Amway website; (b) an IBO may renew and pay the required annual business fee by telephone at 1-800-253-6500; (c) an IBO may sign an automatic Renewal Agreement with Amway; unless they instruct Amway otherwise, IBOs who have reached the level of Silver Producer or above will be automatically renewed in order to avoid an inadvertent interruption of their business; or (d) an IBO may complete, sign and return a paper version of the Renewal Agreement (SA-469), along with the required annual business renewal fee; if sent by mail, the envelope must be postmarked by December 31.

3.8. Late Renewal: In the event that Amway accepts an IBO's Renewal Agreement that was not filed in compliance with Rule 3.7, Amway is not required to restore that IBO's sponsoring relationship(s) with downline IBOs.

3.9. IBO Contract Termination: An IBO may terminate his or her IBO Contract at any time prior to expiration by written communication to the Amway Business Conduct and Rules Department. A person who terminates his or her IBO Contract may immediately become a Customer.

3.10. Death and Inheritance: An IB can be passed on to a deceased IBO’s spouse, heirs, or other beneficiary.

3.10.1. In cases where the IB is owned jointly, such as a husband and wife or partnership, and one spouse or partner dies, unless they have previously arranged otherwise, Amway will recognize the surviving spouse or partner(s) as the owner(s) of the IB. The survivor(s) must forward a certified copy of the death certificate in order for Amway to change its records.

3.10.2. In cases where the IB is operated as an entity under Rule 3.3, and one of the owners of the entity dies, the entity will continue to operate the IB, provided the entity remains in compliance with Rule 3.3 and the successor of the deceased owner is an IBO in full compliance with the Rules. The entity shall notify Amway of the change in ownership or control of the entity by submitting the currently applicable Entity Agreement reflecting the proposed changes, and any proposed changes in the ownership or control of the entity require the express approval of Amway in writing.

3.10.3. In cases where an IBO disposes of an IB in a will, Amway will recognize the terms of the transfer, provided the beneficiary is an IBO who is in compliance with the Rules.

3.10.4. If there is no qualified IBO in a position to operate an IB due to probate or other court procedures, Amway will have the option of entering into a servicing agreement with another IBO, preferably upline in the LOS, to manage the IB until the proceedings are complete.

4. Responsibilities and Obligations

4.1. Duty of Good Faith: Under the terms of the IBO Contract, Amway and all IBOs agree to perform their obligations in accordance with the duty of good faith and fair dealing. An IBO will be held accountable for the actions of a partner, family member or third party acting or purporting to act on behalf of the IBO or IB, so far as the Rules of Conduct are concerned. An IBO shall not aid and abet another IBO to violate the Rules of Conduct. IBOs shall not conduct any activity that could jeopardize the reputation of Amway or IBOs.

4.2. Cross-Group Buying or Selling: No IBO shall engage in cross-group buying or selling. Cross-group buying and selling occurs when an IBO sells products and services offered through or by Amway to another IBO he or she did not personally sponsor, except (a) as may be permitted under a servicing agreement pursuant to Rule 5.5.4 or (b) when an IBO purchases from or through his or her upline Platinum products and services offered through or by Amway.

4.3. Unsolicited Electronic Messages: No IBO shall send, transmit, or otherwise communicate any unsolicited electronic messages relating to Amway, its business opportunity, products or services to persons with whom the IBO does not have a pre-existing personal or business relationship. (This includes, but is not limited to, sending messages through newsgroups, purchased mailing lists, “safe lists,” or other lists of individuals or entities with whom or which the IBO does not have a pre-existing relationship.)

4.4. Advertising: IBOs may advertise only with the express approval of Amway in writing.

4.5. Retail Establishments: An IBO who works in or owns a retail establishment must operate his or her IB separate and apart from the retail establishment. No IBO shall permit products, services or literature offered through or by Amway to be sold or displayed in retail establishments, including, but not limited to, places like
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Schools, fairs, kiosks, vending machines, unauthorized internet websites, military stores, salons or professional offices.

4.5.1. Event Sales: The sale of authorized product categories by IBOs are permitted only at temporary (no more than 10 days) events whose themes are consistent with the products being sold, and only with the express approval of Amway in writing. To allow Amway sufficient time to grant approval, the IBO must submit a completed Event Sales Application Form to Amway 30 days prior to the event. A copy of the Event Sales Application form may be obtained at www.amway.com.

4.5.2. Display Booths: The display only (no sales) of products and approved literature by IBOs is permitted only at temporary (no more than 10 days) events, and only with the express approval of Amway in writing. To allow Amway sufficient time to grant approval, the IBO must submit a completed Display Booth Application Form to Amway 30 days prior to the event. A copy of the Display Booth Application form may be obtained at www.amway.com.

4.6. Statements About Products, Services, and the Opportunity: An IBO shall make only truthful and accurate statements about the business opportunity, products and services offered through or by Amway. IBOs shall not make any claims about products or services offered through or by Amway other than those claims found in Amway authorized literature and at www.amway.com.

4.7. Repackaging: Products offered through or by Amway are to be sold only in their original packages and in their original formulations. IBOs may not repackaging products or otherwise change or alter any of the packaging, labels or materials of products offered through or by Amway.

4.8. Written Sales Receipt: An IBO who takes and/or delivers an order in person for over $25 shall deliver to the customer at the time of sale a written and dated order or receipt which shall: (a) describe the product(s) sold; (b) state the price charged; (c) give the name, address, and telephone number of the selling IBO; and (d) include Amway’s Satisfaction Guarantee.

4.9. Satisfaction Guarantee: When a Customer requests Satisfaction Guarantee service within the stated guarantee period for a product purchased directly from an IBO, the IBO shall immediately offer the individual his or her choice of: (a) a full refund; (b) an exchange for a like product; or (c) full credit toward the purchase of another product. If a product is shipped directly to the Customer by Amway, the Customer should follow the return instructions on the packing slip. In the case of IBO purchases, only those that the IBO makes for personal, family or household use may be returned under the Satisfaction Guarantee. Whenever an IBO requests Satisfaction Guarantee service within the stated guarantee period, an IBO has the choice of a: (a) full refund; (b) exchange for the same or like product; or (c) full credit toward the purchase of another product. The current Satisfaction Guarantee can be found at Amway.com.

4.10. Buy-Back Rule: IBOs leaving the Amway business have a right to return Amway products. A departing IBO may choose to sell inventory of currently marketable Amway products to an upline IBO at a mutually agreeable price. If a departing IBO is unable to secure the buy-back of inventory through an upline IBO, Amway shall repurchase the departing IBO’s unused, currently marketable Amway products subject to the following: (a) Amway will make all appropriate Performance Bonus differential and Leadership Bonus charge backs to those IBOs who originally received them; and (b) Amway will charge freight costs incurred by the IBO leaving the Amway business if the net reimbursement includes same, and a service charge equal to 10% of the IBO cost of the products being returned to cover handling and processing charges.

4.11. Other Returns: An IBO who is not leaving the Amway business may ask Amway to buy back Amway products where he or she may be experiencing financial hardship or other exceptional circumstances as explained by the IBO. Return requests are reviewed on a case-by-case basis. Amway reserves the right to repurchase only unused, currently marketable Amway products subject to Rule 4.9.

4.12. Seventy Percent Rule: In order for an IBO to receive a Performance Bonus or recognition due on all the products purchased, an average of seventy percent of the IBO’s personal Business Volume (BV) per month must come from products sold at a commercially reasonable price; if the IBO fails to meet this requirement, then such IBO may be paid that percentage of Performance Bonus measured by the amount of products that can be shown to have been actually sold, rather than the amount of products purchased, and recognized accordingly. For purposes of this Rule, a reasonable amount of products used for personal or family consumption or given out as samples can contribute to the 70% average.
4.13. Customer Volume: In order to obtain the right to earn a Performance Bonus on downline volume during a given month, an IBO must: (a) make not less than one sale to each of 10 different Customers; or (b) have at least 50 PV of sales to any number of Customers. For purposes of obtaining the rights referred to in this Rule, sales must be to Customers who either: (a) place an order directly with Amway; or (b) place an order with the IBO that the IBO reports to Amway through a system established by Amway for tracking such sales.

4.13.1. In producing proof of such sales, the IBO is not required to disclose the prices at which he or she made the Customer sales.

4.13.2. If such an IBO fails in any month to make said Customer sales and/or to produce proof of making such sales, then he or she will be denied his or her Performance Bonus that month on downline volume. It is the obligation of the IBO to ensure compliance by the official deadlines published by Amway, in order to qualify for his or her Performance Bonus. This Rule shall apply unless the IBO is currently a qualified Platinum or above.

4.14. Compliance with Applicable Laws, Regulations, and Codes: IBOs shall comply with all laws, regulations, and codes that apply to the operation of their IB wherever said business may be conducted. IBOs shall not directly or indirectly encourage, or aid and abet any person to violate any laws, regulations, codes, or term of the IBO Contract. No IBO may operate any illegal or unlawful business enterprise, or engage or participate in any deceptive, illegal or unlawful trade practices.

4.15. IBO Relationship: IBOs are independent contractors. IBOs shall not state or imply that they are employees, agents or legal representatives of Amway, its affiliates, and/or other IBOs. IBOs shall not represent or imply, either directly or indirectly, that registration creates an employment relationship between themselves and the IBOs whom they have sponsored or who have sponsored them.

4.16. Franchises and Territories: IBOs shall not represent to anyone that there are franchises or exclusive territories available under the Plan.

4.17. Enticement to Change Position in the Line of Sponsorship: Under no circumstances shall an IBO, directly or indirectly, solicit, assist, attempt to induce, or encourage another IBO to request a change in position in the Line of Sponsorship.

4.18. Exporting and Importing: IBOs shall not export or import products or services offered through or by Amway, or knowingly sell to others who import or export such products or services, to or from the United States or its possessions or territories or any other country, regardless of whether or not Amway or its affiliates have established operations or are doing business in that country. Nothing in this Rule prohibits IBOs from personal use or resale within the Region in accordance with the IBO Contract.

4.19. Activity Outside the Region or Activity Outside The Market Where The IBO Is Registered: IBOs who engage, directly or indirectly, in any activity related to the Amway business in a jurisdiction outside of the Region must do so in a manner that complies with the letter and spirit of the applicable laws, regulations, rules, policies and procedures of the Amway affiliate in that jurisdiction, regardless of whether they are registered IBOs in that jurisdiction. Failure to do so shall be a breach of the IBO Contract.

4.20. Sound Business Practices: IBOs shall operate their IB in a financially responsible and solvent manner. Amway reserves the right to offset bonus payments for amounts an IBO owes to Amway. If an IBO or any member partner in his or her IB files a petition for bankruptcy or has bankruptcy proceedings commenced against him or her, or has any assets seized by court order or taken in execution of an unsatisfied judgment debt, the IBO must immediately inform Amway.

4.21. Fund-raising: No IBO shall use Amway products or services in conjunction with any type of fund-raising activity. Fund-raising includes the solicitation for the donation of funds or for the purchase of Amway products or services based on the representation that all, or some, of the gains, proceeds, donations, bonuses, or profits generated by such sale will benefit a particular group, organization, or cause.

4.22. IBO Plan Manipulation: IBOs shall not manipulate the Plan, point value (PV) or business volume (BV) in any way which results in the payment of bonuses or other awards and recognition that have not been earned in accordance with the terms of the IBO Contract.

4.23. Personal/Business Information Update: All IBOs are responsible for communicating any updates or changes to their personal information (e.g., name, address, email address and telephone numbers, etc.) or business information (e.g., business name, address, email address, telephone numbers, addition/deletion of partner, change of business status, etc.) to Amway.
4.24. Amway Contact: When the Rules require an IBO to contact Amway for notice, permission or approval, the IBO shall contact the Amway Business Conduct and Rules Department by mail at 7575 Fulton Street East, Ada, Michigan, 49335, by fax at 616-787-7896 or by email at BCR@amway.com. For questions or concerns, please call 616-787-6712.

5. Presentation of the Plan, Sponsoring and Support

5.1. Inviting: When inviting a Prospect to hear a presentation of the Plan, an IBO must make it clear that what is being described or offered is the Plan.

5.2. Describing the Plan: When describing the Plan: (a) an IBO’s statements must be truthful, accurate and not misleading; (b) the roles of a balanced business (retail sales, personal use and sponsoring) must be accurately described; and (c) all income representations must be limited to income from the Plan, based on actual experience or from Amway-authorized materials, and provide realistic income potential.

5.3. Required Disclosures: In seeking participation of a Prospect in the Plan, an IBO:

5.3.1. Must give each Prospect a copy of a brochure authorized by Amway for use with Prospects that contains the average profits, earnings, and sales figures and percentages as published by Amway, and orally inform the Prospect that the brochure contains the average profits, earnings, and sales figures and percentages as published by Amway.

5.3.2. Must use only Amway-authorized materials or Business Support Materials authorized for use with Prospects under Rule 7 (Business Support Materials).

5.4. Prohibited Sponsoring Practices: In seeking participation of a Prospect in the Plan, an IBO:

5.4.1. Must not cite lifestyle examples, e.g., travel, automobile, homes of successful IBOs, and contributions to charitable causes, unless such benefits were actually accrued as the result of building a successful IB.

5.4.2. Must not say or imply that a successful IB can be built in the form of a wholesale buying club.

5.4.3. Must not say or imply that there is no requirement for the retail sale or marketing of products by IBOs.

5.4.4. Must not promote potential tax benefits of the Plan.

5.4.5. Must not encourage or require a Prospect to purchase anything not included with the Business Services and Support fee specified in the IBO Registration Agreement and must not encourage the purchase of a product or service not identified on the IBO Registration Agreement. The only requirements that an IBO can impose upon a Prospect whom he or she is willing to register is that the Prospect shall pay the Business Services and Support fee, and sign a completed IBO Registration Agreement and submit it to Amway.

5.4.6. Must not register or sponsor new IBOs in a way that manipulates the new IBO’s position in the LOS.

5.5. Sponsor’s Responsibilities: A sponsor must comply with the following obligations:

5.5.1. Rules Compliance: The sponsor must be an IBO in full compliance with the Rules of Conduct.

5.5.2. Access to the IBO Contract: The sponsor must ensure that all IBOs whom he or she sponsors have access to and the opportunity to read the IBO Contract.

5.5.3. Training and Motivation: The sponsor must be able to train and motivate the IBOs whom he or she has sponsored with a minimum of assistance from his or her first upline Platinum or above. IBOs may fulfill this obligation by use of Business Support Materials approved under Rule 7.

5.5.4. Servicing Arrangements: If an IBO is unable or unwilling to service IBOs whom he or she has sponsored with the proper training or motivation, he or she must make arrangements, in writing, with his or her first upline qualified Platinum to provide this service, in which case he or she must be willing to compensate that upline Platinum for this service. If a servicing arrangement is used, the full PV/BV must always be transferred to the serviced IBO so that bonuses are correctly paid.

5.5.5. Distribution of Performance Bonuses: Some IBOs receive a Performance Bonus from Amway, a part of which may be payable to downline IBOs. The IBO cannot retain any portion which may be payable to a downline IBO, even where the downline IBO owes a private debt to the upline IBO, unless there is a written agreement between the parties permitting such retention. Even with such a written agreement, the upline IBO may retain only the net portion of the Performance
Bonus due that IBO, and not any portion that may be payable to other downline IBOs.

5.6. Platinum Responsibilities: IBOs who qualify as a Platinum or above have the following additional responsibilities:

5.6.1. Conduct or provide access to periodic sales meetings for the purpose of training and inspiring IBOs downline to the next qualified Platinum and maintain frequent contact with all of them.

5.6.2. Assure compliance with the Rules of Conduct by IBOs downline to the next qualified Platinum.

5.7. Prohibited Support Practices: Sponsors and upline IBOs shall not encourage or require downline IBOs, as a condition of receiving assistance in building their IB after registration, to (a) purchase any specified amount of Amway or non-Amway products or services, or (b) maintain a specified inventory of Amway or non-Amway products or services.

6. Preservation of the Line of Sponsorship

6.1. Confidentiality of the LOS: Amway protects the LOS and LOS Information for the benefit of Amway and of all IBOs. Amway keeps LOS Information proprietary and confidential, and treats it as a trade secret. Amway is the exclusive owner of all LOS Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by Amway and its IBOs. IBOs can use Amway’s goodwill and LOS Information only for the purposes permitted under the IBO Contract.

6.1.1. IBOs acknowledge, and agree not to challenge, that: (i) LOS Information is confidential and a valuable trade secret owned by Amway; (ii) LOS Information is owned exclusively by Amway; and (iii) IBOs do not own any rights in LOS Information. IBOs agree not to challenge or interfere with Amway’s authority to license or sublicense LOS Information. IBOs shall not assert or seek any rights or protection of any kind in LOS Information other than those limited rights or protections that may be specifically granted by this Rule.

6.1.2. An IBO may use LOS Information only with Amway’s prior written permission, which may be expressed through general publication (to all IBOs) or through a specific writing to one or more IBOs. Any permission granted by Amway shall constitute a limited non-exclusive, non-transferable, and revocable license by Amway for an IBO to use LOS Information only as necessary to facilitate his or her IB as permitted under these Rules of Conduct. Amway reserves the right to deny or revoke any such license, upon reasonable notice to the IBO stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of Amway, such is necessary to protect the confidentiality or value of LOS Information.

6.1.3. All IBOs shall maintain LOS Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard LOS Information and maintain the confidentiality thereof. An IBO shall not compile, organize, access, create lists of, or otherwise use or disclose LOS Information except as authorized by Amway. An IBO also shall not disclose LOS Information to any third party, or use LOS Information in connection with any other businesses or to compete, directly or indirectly, with the Amway business.

6.1.4. An IBO shall promptly return any and all LOS Information to Amway upon resignation, non-renewal, or termination of his or her IB and shall immediately discontinue any further use thereof.

6.1.5. Every IBO acknowledges that use or disclosure of LOS Information, other than as authorized by Amway, will cause significant and irreparable harm to Amway, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance, and damages, including costs, attorneys’ fees, and disgorgement of all profits made as a result of such unauthorized use or disclosure.

6.1.6. An IBO’s obligations under this Rule 6.1 shall survive and remain enforceable following the voluntary or involuntary resignation, non-renewal, or termination of that IBO’s IB.

6.2. Non-Competition and Non-Solicitation:

6.2.1. Non-Competition (current IBOs): Every IBO agrees not to own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Amway.
6.2.2. Non-Solicitation (current IBOs): Every IBO agrees that he or she will not, on his or her own behalf or on behalf of any person or entity, directly or indirectly, encourage, solicit, or otherwise attempt to recruit or persuade (i) any IBO or (ii) any person who has been an IBO within the past two calendar years, to own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Amway.

6.2.3. Non-Competition (former IBOs): Every IBO agrees that, during the six-month period following the resignation, non-renewal, or termination of that IBO’s IB, he or she shall not own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Amway.

6.2.4. Non-Solicitation (former IBOs): Every IBO agrees that, during the twenty-four-month period following the resignation, non-renewal, or termination of that IBO’s IB, he or she shall not, on his or her own behalf or on behalf of any person or entity, directly or indirectly, encourage, solicit, or otherwise attempt to recruit or persuade (i) any IBO or (ii) any person who has been an IBO within the past two calendar years, to own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Amway.

6.2.5. The time periods in Rules 6.2.3 and 6.2.4 above shall be extended by any period of time during which the former IBO is in violation of the applicable Rule.

6.2.6. The geographic scope of Rules 6.2.1, 6.2.2, 6.2.3 and 6.2.4 is the Region.

6.2.7. All IBOs agree that these Rules are reasonable in both time and geographic scope.

6.2.8. For purposes of this Rule 6.2, “Key Position” means an owner, employee, agent, or independent contractor who contributes to the profitability of his or her new business or who is in a position to receive benefit or competitive advantage from his or her new business by virtue of his or her access to LOS Information.

6.2.9. Nothing in this Rule 6.2 restricts the sale or distribution of privately developed Business Support Materials in accordance with Rule 7 and Rule 6.3.

6.2.10. Nothing in this Rule 6.2 restricts competition between IBOs (a) in the sale of products or services offered through or by Amway to Customers or (b) in the registration of new IBOs or Customers.

6.2.11. Every IBO acknowledges that this Rule 6.2 protects the reasonable competitive business interests of Amway and IBOs, and that a violation of any subsection of this Rule 6.2 will cause significant and irreparable harm to IBOs and Amway, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance, and damages, including costs, attorneys’ fees, and disgorgement of all profits made as a result of such violation.

6.2.12. Except for obligations under Rule 6.2.1 and Rule 6.2.2, an IBO’s obligations under this Rule 6.2 shall survive and remain enforceable following the voluntary or involuntary resignation, non-renewal, or termination of that IBO’s IB.

6.3. Other Business Activities: Except as provided in Rule 6.2, IBOs may engage in other business ventures, including other selling activities, involving products, services, or business opportunities. However, IBOs may not take advantage of their knowledge of or association with other IBOs whom they did not personally register, including their knowledge resulting from or relating to Line of Sponsorship Information, in order to promote and expand such other business ventures.

6.3.1. Every IBO agrees not to solicit, directly or indirectly, other IBOs whom he or she did not personally sponsor in order to sell, offer to sell, or promote other products, services, business opportunities, investments, securities, or loans not offered through or by Amway. Every IBO agrees not to sell, offer to sell, or promote any other business opportunities, products, or services in connection with the Plan. Nothing in this Rule
6.3 restricts the sale or distribution of Business Support Materials in accordance with Rule 7.

6.3.2. Nothing in this Rule 6.3 restricts, for example, an IBO regularly engaged in the operation of a service station, auto dealership, retail establishment, salon, or a professional service (e.g., law, medicine, dentistry, or accounting) from serving customers who are IBOs and who have sought them out. But an IBO shall not actively solicit the patronage of other IBOs based on knowledge or information gained as a result of being an IBO.

6.4. Approval of Certain IBO Contract Changes: The sale of an ownership interest in an IB, transferring an IB, merging IBs, separating or dividing an IB, or assignment of any rights or obligations under an IBO Contract require express approval of Amway in writing. None of the foregoing may be used to manipulate the Line of Sponsorship.

6.5. Individual Transfers: An individual transfer involves the transfer of an IBO without any downline IBOs. Any IBO who wants to change his or her sponsor must submit a written request to Amway accompanied by (1) a written release signed by all the IBOs upline in the Line of Sponsorship up to and including the first qualified Platinum, (2) a written acceptance from the new IBO sponsor and new upline Platinum, and (3) a statement indicating the business reason for the transfer request. Upon Amway’s express approval in writing of the request, the written acceptance from the new sponsor and upline Platinum confirms that they will incur all responsibilities of the transferring IBO.

6.6. Group Transfers: A group transfer involves the transfer of an IBO with one or more downline IBOs.

6.6.1. An IBO who wishes to transfer to a different sponsor with one or more downline IBOs may do so only with the express approval of Amway in writing. In addition, an IBO must submit a written request to Amway accompanied by (a) written consent from all IBOs upline in the Line of Sponsorship up to and including the first qualified Platinum, and also the first qualified Emerald, (b) written consent of all IBOs whom the transferring IBO wishes to transfer with him or her, (c) written consent by the new sponsor and his or her upline qualified Platinum to which the requesting IBO wants to be transferred, and (d) a statement indicating the business reason for the transfer request.

6.6.2. No IBO currently qualified as a Silver Producer or above can be transferred with downline IBOs under this Rule.

6.6.3. An IBO formerly qualified as a Silver Producer or above may be transferred with downline IBOs if more than twelve months have elapsed since the IBO was so qualified.

6.7. Six-Month Inactivity: An IBO who wishes to transfer to a different sponsor but is unable to obtain the necessary consents may not register under a new sponsor until the IBO has terminated his or her IBO Contract or failed to renew and has been inactive for a period of six months or longer. Following the lapse of the inactive period, the former IBO may register as a new IBO under a new sponsor.

6.7.1. During the period of inactivity, a person shall not conduct any of the activities of an IBO under his or her name, or in the name of another person or IB.

6.7.2. The following shall not interrupt the running of the six-month inactivity period: (a) procuring and/or submitting a written request for transfer; (b) filing an application for an informal or formal conciliation; (c) operating an Amway-affiliated business in any other country in which an Amway affiliate conducts business; (d) directing an inquiry to Amway as to the status of his or her IB; or (e) purchasing Amway products or services as a Customer.

6.7.3. Two-Year Inactivity (Registering): An IBO who transfers to a new sponsor, or who following six months of inactivity applies for registration under a different sponsor, may not register downline from any IBO who was previously upline or downline to him or her in the Line of Sponsorship, up to and down to the first qualified Platinum, unless at least two years have elapsed since the termination or expiration of his or her IB.

6.7.4. Two-Year Inactivity (Sponsoring): An IBO who transfers to, or who registers under, a different sponsor following six months of inactivity, shall have no right to sponsor any IBO who was previously upline or downline to him or her in the Line of Sponsorship, up to and down to the first qualified Platinum, unless at least two years have elapsed since the termination or expiration of the sponsored IB.

6.7.5. Two-Year Inactivity (Joining an Existing IB): Former IBOs may not be added to an existing IB for a period of 24 months following the termination or expiration of their IBO Contract.
6.8. Sale of an IB: An IBO who owns and operates an IB may sell his or her ownership interest in such IB only to another IBO who is in compliance with the Rules of Conduct, and who has the sufficient skills, experience, judgment and resources to operate the IB, as reasonably determined by Amway. Amway requires that specific terms of sale be included in any sales agreement. Such terms and a sample sales agreement may be obtained from Amway. An IB may be sold only with the express approval of Amway in writing.

6.8.1. In order to preserve the Line of Sponsorship, the selling IBO must offer his or her IB in the order of priority stated below, and the IBO(s) interested in purchasing the IB must meet all of the terms and conditions set forth in these Rules.

6.8.1.1. the first option to purchase belongs to the selling IBO's International Sponsor, who retains the right to acquire the IB throughout the negotiations to sell the IB by meeting the price and conditions of any bona fide offer received by and deemed acceptable to the selling IBO;

6.8.1.2. the second option to purchase belongs to the selling IBO’s local Foster Sponsor so long as the first option has not been exercised. In the event the selling IBO has no International Sponsor, the local Sponsor retains the right to acquire the IB throughout the negotiations to sell the IB by meeting the price and conditions of any bona fide offer received by and deemed acceptable to the selling IBO;

6.8.1.3. the third option, exercisable so long as the first or second options above have not been exercised, belongs to any one of the selling IBO’s personally registered IBOs;

6.8.1.4. the fourth option, exercisable so long as the first, second, or third options above have not been exercised, belongs to any qualified Platinum IBO or above, either up or down the Line of Sponsorship from the selling IBO to the next qualified Diamond;

6.8.1.5. the final option, exercisable so long as the first, second, third or fourth options above have not been exercised, belongs to any IBO in good standing.

6.8.2. If Amway operates an IB, and has entered into a servicing agreement with an IBO to manage the IB, Amway shall have the option of selling the IB to the servicing IBO.

6.8.3. When an IB is sold, it will remain in its same position in the Line of Sponsorship.

6.9. Mergers and Combinations of IBs: Mergers of IBs resulting from failure to file a Renewal Agreement, termination, resignation, death (with no designation of succession by heirs) or some involuntary event or cause beyond the control of any of the owners, are permitted, only with the express approval of Amway in writing.

6.10. Two IBs Rule: An IBO may own or have an ownership interest in only one IB except: (a) where two IBOs marry; (b) where an existing IB purchases another IB pursuant to Rule 6.8; or (c) where the IB is, or will be, passed on to a deceased person’s spouse, heirs, or other beneficiary in accordance with Rule 3.10.

6.11. Parent-Child Integration: IBOs who are parents and children may integrate their respective IBs, provided that they submit a written request to Amway and meet the following:

6.11.1. the child(ren) must be personally registered by the parents; or the parents must be personally registered by the child(ren);

6.11.2. the parent’s IB and the child’s (children’s) IB must have operated as a separate IB for not less than 2 years by date of implementation;

6.11.3. the parent and the child(ren) shall be qualified at the level of Platinum or above as of the implementation date;

6.11.4. in the event that the parent(s) or the child(ren) are deceased or are not mentally or physically capable of running the IB before conditions 6.11.2 and 6.11.3 above have occurred, the child(ren) or parent(s) inheriting the IB shall have the right to integrate the separate IBs in accordance with this Rule;

6.11.5. provided the above conditions will be met no later than the implementation date, the Legal & Ethics Committee of the IBOAI Board shall review such request and provide Amway with a recommendation. Amway may or may not approve the request in light of such recommendation and the goals, objectives, and benefits of the Plan; and

6.11.6. upon express approval of Amway in writing of the request for integration or de-integration, implementation shall be the next September 1.

6.12. Divorce, Separation, or Other Dissolution of a Legal Entity: IBOs who become involved in an action for divorce, separation of marital property, or the
dissolution of a legal entity formed under Rule 3.3 must continue to conduct themselves in compliance with the Rules of Conduct.

6.12.1. During the pendency of a divorce, separation of marital property or dissolution of a legal entity, the IBOs must adopt one of the following methods of operation: (a) the IBOs continue to operate the IB jointly on a “business-as-usual” basis; (b) one or more IBOs relinquishes his or her right and interest in the IB; (c) the IBOs may agree on a third party to operate the IB, subject to express approval of Amway in writing; or (d) if the IBOs cannot agree on a third party, Amway shall appoint a third party to act as a receiver during the pendency of the divorce or dissolution if Amway determines that such an appointment is necessary to prevent a negative impact on the business.

6.12.2. After a Final Decree or Judgment of Divorce, a Final Separation Agreement or other domestic contract that contains a legally enforceable Property Settlement or Division of Assets that addresses their IB, or after a final dissolution of a legal entity, IBOs may: (a) agree to continue to operate their IB in the form of a partnership or other legal entity permitted under Rule 3.3; or (b) agree that one IBO may relinquish all rights in the original IB to the other IBO(s), at which time the withdrawing IBO is free to immediately register under any sponsor.

6.12.3. IBOs below the level of qualified Platinum level may not divide their IB in the case of a divorce, separation of marital property or other dissolution.

6.12.4. IBOs who are qualified at the Platinum level may divide their IB with one IBO maintaining all legs recognized by Amway as a 25% Sponsor or above within the past one year (“qualified legs”), and the other IBO(s) maintaining all, some, or none of the remaining legs (“non-qualified legs”). The IBO maintaining the qualified legs will be registered by the IBO(s) not maintaining the qualified legs of the original IB. In order to divide their IB, the IBOs must sign a written request, accompanied by the written consent of all IBOs below the level of 25% Sponsor, stating with whom they wish to work. Such request must be accompanied by a written release signed by the first IBO qualified at the Platinum level and the first qualified Emerald IBO, Amway will then notify the first qualified upline Diamond IBO of the request and will allow 15 days for comment. All changes to the Line of Sponsorship pursuant to this Rule are subject to express approval of Amway in writing.

6.12.5. Qualified Emeralds or above at the time of divorce, separation of marital property or dissolution may divide their IB, thereby creating two separate IBs, one of which is sponsored by the other, in which case a “phantom IB” will be imposed over their separate IBs. Under the “phantom IB” arrangement, regardless of how the parties may split their IB, their separate IBs will be considered a single IB for purposes of determining bonuses to be paid to upline IBOs. The parties will function as two separate IBOs so far as themselves, their respective IBs, and their respective sponsored IBOs are concerned. The IB of one IBO is not permitted to earn a Leadership Bonus or a Depth Bonus on the volume of the IB of the other IBO. Even though the original IB is divided into two separate IBs, Amway may, if the IBOs request, recognize both newly created IBs as a single entity for purposes of determining annual bonuses. Thus, the “phantom IB” arrangement continues the previously existing IB for purposes of calculating and paying higher award level bonuses to the IBOs of the original IB. If one IBO registers another IBO of the original IB, the downline sponsored IBO at maximum Performance Bonus level may count as a qualifying “leg” for recognition purposes only. Amway will issue all annual bonus checks in the joint names of the IBOs of the original IB, leaving it to them to determine how the funds are to be divided. Whenever an Emerald or above IB is divided, the IBOs of the original IB may rely on their former pin level to meet the requisite pin-level qualification for an invitation to Amway-sponsored events for one fiscal year following the fiscal year in which the divorce, separation or marital property or other dissolution occurred. Once an IB has been divided into two IBs, the new IBs will no longer be considered as a single combined IB for purposes of future higher pin/award recognition, but each separate IB must thereafter qualify on its own. To effect a division of the IB and to permit the IBOs to operate separate IBs, the IBOs must file a certified copy of the Final Decree or
Judgment of Divorce, a Final Separation Agreement or other domestic contract that contains a legally enforceable Property Settlement or Division of Assets that addresses their IB, or a final Dissolution Agreement, and any additional documents requested by Amway.

6.13. Disposition of an IB: If an IBO resigns, fails to renew, terminates his or her IB, dies without transferring the IB, or is terminated by Amway, Amway shall decide the future of the IB in accordance with these Rules.

7. Business Support Materials

Business Support Materials (or “BSM”) as used in these Rules means all products and services (including but not limited to business aids, books, magazines, flip charts, and other printed material, online literature, internet websites, advertising, audio, video or digital media, rallies, meetings, and educational seminars, and other types of materials and services) that are (i) designed to solicit and/or educate Prospects, Customers, or prospective Customers of Amway products or services, or to support, train, motivate, and/or educate IBOs, or (ii) incorporate or use one or more of the Marks or Copyrighted Works of Amway, or (iii) are otherwise offered with an explicit or implied sense of affiliation, connection, or association with Amway. Unless otherwise specified in writing, IBOs acknowledge that nothing in this Rule, or in any other Rule, shall be construed or interpreted as a license or other permission to incorporate any LOS Information into any BSM.

7.1. General Rules on BSM

7.1.1. IBOs may sell BSM only in accordance with Rules 7.1 and 7.2. BSM used, promoted, distributed, or offered for sale by or to IBOs must: (a) comply with all Quality Assurance Standards and any applicable Rules of Conduct relating to their use, promotion, and sale; (b) be submitted to Amway for review prior to use, promotion, distribution or sale; (c) be authorized by Amway; and (d) if required for the category of BSM, bear the authorization number provided by Amway. Except as explicitly provided in the Quality Assurance Standards, BSM may not be offered for sale to Prospects. A copy of the currently applicable Quality Assurance Standards is available from Amway upon request by IBOs eligible to sell or promote BSM.

7.1.2. Amway’s Satisfaction Guarantee and Buy-Back Rules do not apply to materials not sold by Amway. BSM may only be sold subject to the right of the purchaser to return such BSM for a refund in accordance with the following:

7.1.2.1. The terms of the refund policy, including terms regarding procedures for the resolution of disputes and the responsible person for returns, must be clearly communicated to the purchaser prior to any sale. In addition to any other person designated to handle returns, the selling IBO and the Approved Provider shall be responsible for handling returns if the sale occurred under Rule 7.2, and the selling IBO together with the selling IBO’s upline Platinum IBO or above shall be responsible for handling returns of all other sales.

7.1.2.2. During the first 90 days following an IBO’s registration with Amway, the IBO may return all BSM of any form purchased, including meeting tickets, together with proof of purchase, for a 100% refund of the price paid for such BSM.

7.1.2.3. Except as provided in Rule 7.1.2.4, an IBO end-user of BSM may return BSM purchased, together with proof of purchase, within 180 days following purchase, for a refund on commercially reasonable terms.

7.1.2.4. Except as provided in Rule 7.1.2.2, each IBO who chooses to sell tickets to seminars, events, and other business meetings is obligated to buy back tickets purchased for the purchaser’s personal use for a period of 30 days after the event, provided the dissatisfied purchaser personally attended the event. Such refund shall be for that portion of the cost of the event related to admission to the event, exclusive of the cost of travel, meals, or hotel accommodations.

7.1.3. IBOs promoting, selling, distributing, or offering BSM for sale must: (a) ensure that such BSM are not sold or offered for sale in conjunction with the IBO’s registration with Amway; (b) provide purchasers of such BSM with any disclosures or other information that may be required by Amway from time to time; (c) clearly inform every IBO purchasing BSM that purchasing BSM is optional, is strictly voluntary, and may be helpful but is not necessary to build a successful independent
7.1.4. No IBO may record an Amway presentation without the prior specific written consent of Amway. An IBO may make a single recording of the talks or presentations made by non-Amway employees at any Amway-sponsored meeting, provided the recording is for their personal use and is not reproduced for any purpose.

7.1.5. Although the specific content of live seminars, events, business meetings, or other similar BSM must comply with the Quality Assurance Standards, such BSM do not require prior authorization from Amway unless or until the content is reduced to a fixed media (such as in print, audio, or video) for use with IBOs or Prospects.

7.1.6. An IBO who purchases, promotes, distributes, or offers BSM for sale shall use reasonable efforts to determine that the quantity and cost of BSM are reasonably related to sales volume and profits of the purchaser’s IB.

7.1.7. IBOs who promote or distribute BSM to other IBOs may not compensate or remunerate other IBOs in connection with such distribution, except in accordance with Rule 7.2.

7.1.8. IBOs may organize seminars, events, or business meetings for IBOs consistent with their training obligations as sponsors or Platinums.

7.1.9. IBOs selling, promoting, or distributing BSM apart from Rule 7.2 must obtain appropriate written authorization from Amway in accordance with Rule 8 in order to use any Marks or otherwise use any copyrighted material or other intellectual property of Amway in connection with such BSM.

7.1.10. IBOs selling, promoting, or distributing BSM must not infringe the copyrights or intellectual property rights of Approved Providers, other IBOs or third parties.

7.2. Sale and Promotion of BSM with Authorization from an Approved Provider

7.2.1. “Approved Provider” means any supplier authorized by Amway to provide BSM to IBOs or use BSM with Prospects, pursuant to the ACCREDITATION PLUS™ Program (“Program”).

7.2.2. IBOs who wish to sell, promote, or earn income from the sale of BSM from an Approved Provider must have a written contract or other binding authorization from that Approved Provider in accordance with the Program, obligating the IBO to adhere to applicable Quality Assurance Standards in connection with such activities.

7.2.3. BSM offered in the form of website subscriptions and downloadable media are subject to the following requirements, in addition to Rule 7.1.2:

7.2.3.1. Purchasers canceling website subscriptions are entitled to a refund for unused whole months of any prepaid subscription(s).

7.2.3.2. Purchasers of downloadable media are entitled, if dissatisfied, to obtain a replacement download of equal value within 30 days of the purchase of the subject downloadable media.

7.2.3.2 IBOs who are authorized by an Approved Provider to sell, promote, or distribute an Approved Provider’s BSM in accordance with Rule 7.2 require no further written authorization from Amway to conduct such activity.

8. Marks and Copyrighted Works

Amway’s Marks and Copyrighted Works are important and valuable business assets of Amway. The Marks help identify the source and reputation of Amway’s products and services worldwide and distinguish them from those of competitors. Amway makes commercially reasonable efforts to protect the Marks from improper use, including through the Rules of Conduct, accreditation of Approved Providers, and a corporate identity program that requires the correct and consistent use of the Marks, both in appearance and substance.

8.1. Use of Marks and Copyrighted Works: An IBO may use Amway’s Marks and Copyrighted Works only with Amway’s prior written permission, which may be expressed through general publication (to all IBOs) or through a specific writing to one or more IBOs. Without limitation, Amway may require conformity with specifications, may require that materials that use Amway’s Marks and/or Copyrighted Works be sourced from Amway or an Amway-approved supplier, and may otherwise condition use of its Marks and Copyrighted Works. Any permission granted by Amway shall constitute a limited, non-exclusive, nontransferable and revocable license to use such Marks and Copyrighted Works solely in connection with the Amway business in the Region. Subject to
Rules of Conduct

conditions and specifications published or specifically provided in writing from time to time, the Marks and Copyrighted Works may be used only on: (a) exterior and interior office signs; (b) all forms of vehicle signs; (c) telephone listings; (d) promotional literature; (e) stationery; (f) premiums; and (g) business cards. Other proposed uses will be considered upon request. Without limitation, Amway will not authorize an IBO to use the Marks on imprinted checks.

9. Complying With the IBO Contract (Remedies for Breach)

Complying with the IBO Contract is essential for preserving a strong and viable business for IBOs and Amway. IBOs and Amway each have rights and responsibilities in case of a breach of the IBO Contract.

9.1. Amway’s Rights and Responsibilities: When Amway detects a potential breach of the IBO Contract, it will first investigate as appropriate. Before taking enforcement action, Amway shall attempt to contact the IBO in an effort to resolve the issue. If the communication does not resolve the issue, Amway may take any enforcement action authorized by the IBO Contract including, but not limited to, one or any combination of the following:

9.1.1. A written warning to an IBO and/or upline or downline IBOs in the Line of Sponsorship.

9.1.2. Retraining an IBO and/or upline or downline IBOs in the Line of Sponsorship.

9.1.3. Suspending some or all of the rights of an IBO for a specified period of time, or until certain conditions have been satisfied.

9.1.4. Withdrawing or denying an award, trip, pin recognition or other incentive.

9.1.5. Withholding any monthly or annual bonus or incentive payments.

9.1.6. Compensatory remedies, as applicable.

9.1.7. Transferring an IBO or a group of IBOs.

9.1.8. Terminating an IBO Contract.

If an IBO elects to challenge any action taken by Amway under this Rule, the IBO shall submit the issue to the Dispute Resolution Procedures described in Rule 11.

9.2. IBO Rights and Responsibilities: If an IBO believes that another IBO has breached the IBO Contract, the IBO first should contact the IBO in question in an effort to resolve the issue. If an IBO believes that Amway has breached the IBO Contract, the IBO first shall contact Amway in an effort to resolve the issue. If discussion with either an IBO or Amway does not resolve the issue, the IBO may file a written complaint with Amway. The complaint should explain the issue in as much detail as possible, and include all supporting documents. Amway will investigate as appropriate, and take enforcement or corrective action under the IBO Contract, if necessary. If any issue remains unresolved, it shall be submitted to the Dispute Resolution Procedures described in Rule 11.

9.2.1. An IBO who elects to challenge the validity of a Rule or other term of the IBO Contract shall first contact Amway in an effort to resolve the issue. If the IBO is not satisfied with Amway’s response, the dispute shall be resolved in Arbitration under Rule 11.5.

9.3. Duty to Cooperate: All IBOs are required to respond to inquiries and otherwise cooperate in a timely fashion with any investigation conducted by Amway. Failure to respond to inquiries or to otherwise cooperate in a timely fashion is a breach of the IBO Contract and may result in Amway taking action against the IBO.

9.4. Non-Waiver: The failure of Amway or any IBO to enforce any breach of any provision of the IBO Contract shall not constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of the IBO Contract.

10. Modification of the IBO Contract

Amway may modify the IBO Contract in accordance with the following procedures.

10.1.: Any changes to Rule 11 require mutual agreement of the IBOAI and Amway. For all other Rules, final decision making authority on amendments to the IBO Contract rests with Amway. Amway will, prior to final action, submit to the IBOAI Board for discussion, evaluation, and recommendation all changes in the IBO Contract that materially affect IBOs.

10.2.: Amway will notify IBOs of the proposed changes subject to Rule 10.1 by making them available to review by logging on to www.amway.com and solicit comments from IBOs concerning the proposed changes. Amway and the IBOAI Board will consider any comments submitted during the 30 days following such notice. The proposed changes shall become effective 15 days after the end of the comment period, unless Amway makes further modifications, after consultation with the IBOAI Board (and agreement in the case of Rule 11). Amway shall provide notice of any such further modifications on www.amway.com 15 days prior to the effective date of such further modifications. These time periods may be shortened when
it is necessary for a particular change to comply with a new law or other government mandate, to protect IBOs from serious financial harm or to protect the integrity of the Plan. Rule changes have prospective effect only.

10.3.: Prior to the effective date of any proposed Rule change, any IBO who is unwilling to accept a Rule change can, if he or she wishes, provide notice of his/her intent to resign from the Amway business on the effective date of the Rule change. Unless the proposed Rule change is withdrawn, the IBO's resignation will become effective, and Amway will refund a pro rata share of the IBO's registration or renewal fee for that year. The resigning IBO may sell his or her IB in accordance with Rule 6.8. In addition, the resigning IBO can return any unused, marketable products pursuant to Rule 4.10.

11. Dispute Resolution Procedures

Disputes arising out of or relating to an IB, the Plan or the IBO Contract, as well as disputes involving Business Support Materials (“Disputes”) shall be resolved in accordance with this Rule. The dispute resolution procedures in this Rule apply to Disputes involving the following parties: (1) an IBO, a former IBO, or any such IBO’s officers, directors, agents, or employees; (2) Amway, Amway Canada Corporation, and any parent, subsidiary, affiliate, predecessor, or successor thereof, or any of their officers, directors, agents, or employees; and (3) an Approved Provider or its officers, directors, agents, or employees (the “Party” or “Parties”). Rule 11 is reciprocal and applies to all of the Parties.

The only exception is when the claim made by an IBO or Amway is for a debt on account for product or services offered through or by Amway to or on behalf of the IBO, and the only Parties to that claim are Amway and the IBO, and the total value of the claim is less than $10,000.00. In such cases, the IBO or Amway may elect to pursue the claim in any court of competent jurisdiction, including small claims court. In all other cases the Parties will resolve the dispute as provided for under these Rules, up to and including binding arbitration if necessary.

11.1. Amendment Only With IBOAI Consent: This Rule 11 and its subparts shall be amended only by mutual agreement between Amway and the IBOAI Board, and such amendments shall not be retroactively applied to any dispute known to Amway or the IBOAI Board at the time of amendment.

11.2. Temporary or Preliminary Injunctive Relief: Nothing in these Rules prevents Amway, an IBO, Approved Provider or any other one of the Parties from seeking temporary or preliminary injunctive or other relief from a court of competent jurisdiction, notwithstanding the Parties’ obligation to participate in conciliation or arbitration under Rule 11.

11.3. Confidentiality: The Parties, when involved in the dispute resolution process in any manner, will not disclose to any other person not directly involved in the dispute resolution process: (a) the substance of, or basis for, the Dispute; (b) the content of any testimony or other information obtained through the dispute resolution process; or (c) the resolution (whether voluntary or not) of any matter that is subject to the dispute resolution process. However, nothing in these Rules shall preclude any one of the Parties from, in good faith, investigating a claim or defense, including interviewing witnesses and otherwise engaging in discovery.

11.4. Conciliation: The conciliation procedures are designed to resolve disputes efficiently in a non-confrontational setting, through education, mediation, and conciliation. The conciliation requirement is reciprocal and applies to all Parties. The Party first seeking resolution shall commence conciliation by providing a Request for Conciliation form to the other affected Parties and, in any Dispute, the Amway Business Conduct and Rules Department. In cases where the IBOAI will be involved in the conciliation, a copy of the Request for Conciliation form will also be given to the IBOAI and the IBOAI Hearing Panel Chairperson.

11.4.1. Mediation: The first step in conciliation is non-binding mediation. The IBOAI Board provides experienced IBOs who are available to serve as mediators (“IBOAI Mediator”).

11.4.1.1. In cases where an Approved Provider is not a Party, an IBOAI Mediator will serve and conduct an informal conciliation with the Parties, unless one or more IBOs involved in the dispute objects to an IBOAI Mediator. In that case, the mediation will take place with an independent neutral mediator acceptable to all Parties. Amway can provide a list of possible mediators, but the Parties are not obligated to agree to any mediator on that list.

11.4.1.2. In cases where an Approved Provider is a Party, the dispute will be mediated by an independent neutral mediator acceptable to all Parties, unless
all of the Parties involved in the dispute stipulate to informal conciliation with an IBOAI Mediator. Amway can provide a list of possible mediators, but the Parties are not obligated to agree to any mediator on that list.

11.4.1.3. In all instances where the Parties cannot agree on a mediator within ten business days of receiving the Request for Conciliation form, they authorize Amway to request the American Arbitration Association (AAA) to select a mediator.

11.4.1.4. Amway will pay the reasonable fees of the mediator for up to one full day, except that if an Approved Provider is a Party, the Approved Provider is responsible for its pro rata share of the mediator’s fee.

11.4.1.5. The mediation shall take place within 30 days of selection of a mediator. The Parties may agree to extend this date by 30 days. In addition, on a request of a Party, the mediator may extend the deadline for not more than an additional 30 days. All Parties must appear in person or, if authorized by the mediator, by telephone.

11.4.1.6. The mediation proceeding is confidential and not open to the public; but any participant may, if he or she chooses, be accompanied by an attorney or another personal representative, such as an upline IBO or a friend or family member, as long as the representative agrees to respect the confidentiality of the process.

11.4.1.7. All Parties who receive notice of the mediation are required to participate. The Parties are strongly encouraged to attend the mediation in person, but are not required to do so. Should the Parties choose to attend in person, they are responsible for their own expenses. Failure by Amway or any disputing IBO to participate in good faith is a breach of the IBO Contract, and the breaching Party shall reimburse the other Parties for any expense directly caused by the breach, as determined by the mediator.

11.4.1.8. The mediator shall within two weeks following the mediation provide the Parties with a written statement summarizing any agreement between the Parties resolving their disputes and, for any dispute not settled, declaring that the Parties are at impasse. The mediator may, at his/her discretion, recommend a resolution for any dispute not settled in the mediation. Within two weeks of receiving this summary, each Party shall state in writing whether or not it agrees with any recommendation by the mediator, in whole or in part.

11.4.2. Hearing Panel Procedures: If any part of the dispute is not resolved by mediation under Rule 11.4.1, any IBO who is a Party to the remaining dispute may request a Hearing Panel; except that any dispute involving an Approved Provider, or any challenge to the impartiality of the Hearing Panel itself, shall go directly to arbitration without a Hearing Panel.

11.4.2.1. A Request for Hearing Panel Form must be filed with the Business Conduct and Rules Department or the Hearing Panel Chairperson within four weeks after the mediator's written statement pursuant to Rule 11.4.1.8. Upon receipt of a request, the matter is scheduled for the next Hearing Panel session, which shall be not more than 60 days following the request. All Parties who receive notice of the hearing are required to participate, unless excused by the Hearing Panel Chairperson or his/her designee. The Parties are strongly encouraged to attend the hearing in person, but are not required to do so. Should the Parties choose to attend in person, they are responsible for their own expenses.

11.4.2.2. The IBOAI Board Executive Committee selects the Hearing Panel Chairperson, three additional Panel members, and alternates who may serve on the Hearing Panel. The Hearing Panel Chairperson will confirm that no Panel member presents a conflict of interest with respect to the matters over which the Panel presides. Once selected, the Panel members are barred from discussing the dispute with anyone before the date of the hearing. Each Panel member and the Parties involved receive a copy of the conciliation file.

11.4.2.3. The Parties shall exchange all documents on which they intend to rely during the hearing at least 10 days in advance of the hearing. In addition, Parties must submit to the Panel all documents on which they intend to rely in proving or defending their claim at
least 10 days in advance of the hearing. If a Party does not submit such documents in a timely fashion, the Hearing Panel Chairperson may refuse to allow their introduction.

11.4.2.4. The Chairperson of the Panel is empowered to control the conduct of the hearing, and to have authorized persons administer an oath to any witness. The rules of evidence do not apply.

11.4.2.5. When a voluntary resolution does not occur, the Hearing Panel, within 30 days following completion of the hearing, will issue to the Parties and Amway a written statement of facts and a non-binding recommendation for resolution, including, if appropriate, the imposition of certain sanctions. Within two weeks of receiving that recommendation, each Party shall inform the Panel and the other Parties in writing whether that Party: (a) accepts the recommended resolution in its entirety; (b) accepts some specific portions of the recommended resolution and rejects the others; or (c) rejects the recommended resolution in its entirety. Any Party may demand arbitration of any unresolved Dispute under Rule 11.5.

11.5. Arbitration: The Parties shall submit any Disputes that were not resolved through the process described in Rule 11.4, through binding arbitration in accordance with this Rule 11.5.

11.5.1. The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. The Parties acknowledge that the IBO Contract and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings.

11.5.2. Class Action Waiver: The Parties mutually waive any right to assert any Dispute as a class, collective or representative action, or to participate in any Dispute asserted as such.

11.5.3. No Class Arbitration: The Parties agree that, if the Class Action Waiver at Rule 11.5.2 is found to be void or unenforceable for any reason, any motion to have the Dispute certified as a class action, and any ensuing class action should it be certified, must be heard and disposed of only by a court, and not by an arbitrator; class action claims cannot be submitted to arbitration under these Rules under any circumstances.

11.5.4. Commencement of Arbitration: The complaining Party may file a demand for arbitration with either the American Arbitration Association (AAA) or JAMS. The arbitration will be commenced and conducted in accordance with the AAA or JAMS (whichever is chosen) fee schedules, and commercial arbitration rules and this Rule 11.5. If there is any conflict between the JAMS or AAA arbitration rules and this Rule 11.5, Rule 11.5 shall apply.

11.5.4.1. If an IBO demands arbitration against Amway or an Approved Provider and the IBO’s claim is less than $10,000, Amway or the Approved Provider, whichever is the applicable respondent, shall pay for all applicable fees of AAA or JAMS for initiating and administering the arbitration and the reasonable fees for the arbitrator for up to two days.

11.5.5. Limitations: Demand for arbitration shall be made within two years after the claim arose, but in no event after the date when the initiation of legal proceedings would have been barred by the applicable statute of limitations. The two-year period or any shorter statutory limitations period shall be tolled during the conciliation process described in Rule 11.4, provided that conciliation shall not revive any limitations period that has expired before the time a Party invokes Rule 11.4.

11.5.6. Single Arbitrator: Unless all Parties to the arbitration agree otherwise, a single arbitrator shall be chosen, and arbitrator candidates must have at least five years’ experience as a state or federal judge or as a full-time ADR professional, including substantial experience in commercial arbitration.

11.5.7. Arbitrability Issues to Be Decided by Arbitrator: The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable.

11.5.8. Award: The arbitrator’s award shall be limited to deciding the rights and responsibilities of the Parties in the specific dispute being arbitrated. The arbitrator’s award shall have no collateral estoppel effect in any other proceeding.
Your Legal Responsibilities

The arbitrator shall not provide a statement of reasons for his or her award unless requested to do so by all Parties.

11.5.9. **Consolidation:** Similar claims involving multiple Parties may be consolidated before a single arbitrator if all Parties agree. The arbitrator will decide any disputed consolidation issues.

11.5.10. **Discovery:** Notwithstanding any discovery provisions in the JAMS or AAA commercial arbitration rules incorporated in paragraph 11.5.4 above, no discovery shall occur in an arbitration under these Rules unless and until specifically authorized by the arbitrator. The arbitrator shall decide the amount, scope and timing of discovery as appropriate in each case. In addition, before requiring any discovery, the Parties involved in the arbitration shall agree on an appropriate confidentiality order consistent with the IBO Contract. If they fail to agree, the arbitrator shall impose appropriate confidentiality requirements on the Parties and witnesses.
Appendix

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Web Resources .......................................................... E-2
Phone/Email Guide .................................................... E-3
Abbreviations

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tr>
<td>1099</td>
<td>IRS Form 1099-MISC</td>
</tr>
<tr>
<td>AF</td>
<td>Air Freight</td>
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<tr>
<td>ANS</td>
<td>Available Next Season</td>
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<tr>
<td>A/O</td>
<td>Advance Order</td>
</tr>
<tr>
<td>AOS</td>
<td>Advance Order Shipped</td>
</tr>
<tr>
<td>A/R</td>
<td>Accounts Receivable</td>
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<tr>
<td>B/O</td>
<td>Back Order</td>
</tr>
<tr>
<td>BOS</td>
<td>Back Order Shipped</td>
</tr>
<tr>
<td>BIS</td>
<td>Bonus Information Summary</td>
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<tr>
<td>BSM</td>
<td>Business Support Materials</td>
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<tr>
<td>BV</td>
<td>Business Volume</td>
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<tr>
<td>CHG</td>
<td>Charge</td>
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<tr>
<td>CRD</td>
<td>Credit</td>
</tr>
<tr>
<td>CVR</td>
<td>Customer Volume Requirement</td>
</tr>
<tr>
<td>EOM</td>
<td>End of Month</td>
</tr>
<tr>
<td>FAA</td>
<td>Founders Achievement Award</td>
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<td>FC</td>
<td>Freight Collect</td>
</tr>
<tr>
<td>FP</td>
<td>Freight Prepaid</td>
</tr>
<tr>
<td>GI</td>
<td>AMWAY™ Growth Incentives (GI) Program</td>
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<tr>
<td>IB</td>
<td>Independent Business</td>
</tr>
<tr>
<td>IBO</td>
<td>Independent Business Owner</td>
</tr>
<tr>
<td>IBOAI or IBOA International</td>
<td>Independent Business Owners Association International</td>
</tr>
<tr>
<td>IBOBA</td>
<td>Independent Business Owners Benefits Association</td>
</tr>
<tr>
<td>II</td>
<td>Insufficient Information (e.g., color/size on order)</td>
</tr>
<tr>
<td>LBA</td>
<td>Leadership Bonus Adjustment</td>
</tr>
<tr>
<td>LOS</td>
<td>Line of Sponsorship</td>
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<tr>
<td>MDA</td>
<td>Monthly Depth Bonus Adjustment</td>
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<td>NAW</td>
<td>Not Available at this Warehouse</td>
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<tr>
<td>NCR</td>
<td>No Charge, Reorder</td>
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<tr>
<td>NCS</td>
<td>No Cost Shipment</td>
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<tr>
<td>NLA</td>
<td>No Longer Available</td>
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<tr>
<td>NSF</td>
<td>Non-Sufficient Funds (returned check)</td>
</tr>
<tr>
<td>NYA</td>
<td>Not Yet Available</td>
</tr>
<tr>
<td>OS&amp;D</td>
<td>Overages, Shortages, and Damaged Merchandise</td>
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<tr>
<td>OTC</td>
<td>Over-the-Counter</td>
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<tr>
<td>PIN</td>
<td>Personal Identification Number</td>
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<td>PP</td>
<td>Postage Paid</td>
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<tr>
<td>PPD</td>
<td>Postage Prepaid</td>
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<tr>
<td>PV</td>
<td>Point Value</td>
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<tr>
<td>SHP</td>
<td>Ship</td>
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<tr>
<td>SKU</td>
<td>Stock Keeping Unit (stock number)</td>
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<tr>
<td>SZ/CL</td>
<td>Size/Color</td>
</tr>
<tr>
<td>TNA</td>
<td>Temporarily Not Available</td>
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<tr>
<td>UPS</td>
<td>United Parcel Service</td>
</tr>
<tr>
<td>USPS</td>
<td>United States Postal Service</td>
</tr>
</tbody>
</table>
Web Resources

There’s an enormous amount of information about Amway, its products, and the AMWAY™ business opportunity. Here’s a partial list:

**Alticor.com**: Site of Amway’s parent company. Read overviews on its history, manufacturing excellence, vision and values, and IBOs.

**Amway.com**: Gateway to the AMWAY online business. IBOs can place orders, manage business, familiarize themselves with products, and much more. In Canada, visit Amway.ca.

**Amwayonebyone.com**: Provides information on how to get involved and contribute, as well as updates on the AMWAY ONE BY ONE CAMPAIGN FOR CHILDREN® program activities. The ONE BY ONE program, initiated by Alticor, the parent company of Amway, focuses global philanthropic efforts on the needs of children. In 2003, Amway became a national sponsor of Easter Seals and a presenting sponsor of Walk With Me, Easter Seals’ signature event.

**Amwaynews.com**: Background on Amway and the business opportunity it supports, plus company news releases, media clips mentioning Amway, and much more.

**Artistry.com**: Official site of ARTISTRY®, an exclusive AMWAY brand. ARTISTRY skincare and colour cosmetics is one of the world’s top five, largest-selling skincare brands.*


**NutriliteHealth.com**: Official site of NUTRILITE®, an exclusive AMWAY brand. NUTRILITE is the world’s leading brand of vitamin, mineral, and dietary supplements.**

**Opportunityzone.com**: A variety of blogs written by Amway employees who share their thoughts and ideas on a range of topics.

*Source Euromonitor International Limited; Beauty and Personal Care database, premium cosmetics sector, global 2009 RSP, global brand name classification.
**Based on 2009 sales.
A
Accounts Receivable .............................................. See Customer Service
Amway ........................................................................ 616-787-7000
Amway Customer Service ........................................ See Customer Service
B
Bonus Department ..................................................... See Customer Service
Business Conduct & Rules ........................................... 616-787-6712
email .............................................................. bcr.department@amway.com
Fax ................................................................. 616-787-7896
Business to Business Marketing ....................... 800-992-6929
Provides sales strategies; registering the business
owner, business order taking, 30-day financing for
businesses, business product usage, Ribbon
Gift & Incentive Program, and bulk catalog orders
sold to businesses. The 800 number also features
an automated introduction to business sales,
literature recommendations, and MSDS requests.
email .............................................................. businesstobusiness@amway.com
Fax ................................................................. 616-787-7218
C
Corporation ................................................................ 616-787-7000
Customer Service:
United States
(incl. Alaska and Hawaii) ....................................... 800-253-6500
Automated Services Center available
24/7 for touch-tone services .............................. 800-253-6500
Authorized areas outside the USA,
Jamaica, Guam, & Haiti ..................................... 1-83-800-253-6500
Email .............................................................. customer.service@amway.com
Fax ................................................................. 800-762-6308
TDD – Requires appropriate
tDD equipment ................................................... 800-548-3878
Orders, registrations, renewals, business,
products, Partner Stores & Services, technical,
and website information.
8 a.m. to midnight, Monday–Friday,
Saturday, 8:30 a.m. to 5 p.m. (ET)

I
IBOAI Board Commercial General
Liability Insurances .............................................. 800-548-9175
(Marsh, Inc.) For general inquiries, literature
requests, certificates of insurance, and claims.
IBO Auto/Home, RV, Vision Insurance
(Group Name: Amway) See Wells Fargo under
Partner Stores & Services.
Trust Fund ....................................................... 800-852-6063
ID Cards .......................................................... See Customer Service
Income Tax ......................................................... 616-787-6820
email .............................................................. IBO.bonus@amway.com
Insurance Services
Major medical, term life, travel, accident, high-limit
accidental .......................................................... 800-524-2327
Intent to Continue (Renewal)
Questions ......................................................... See Customer Service

P
Personalized Health Customer Service .............................. 800-253-6500
email .............................................................. personalized.health@amway.com
hours: 8 a.m. to midnight (ET), Monday–Friday
Poison Control ..................................................... 616-787-6307
This phone number should only be used in the
case of emergency/accidental product exposure.
Do not use this number for product information
inquiries. Staffed 24 hours/7 days.
Product Information
General usage and technical inquiries on products.
Inquiries on Products ................................. See Customer Service
Product Liability Claims ..................................... 616-787-6896
email .............................................................. product.liability.claims@amway.com
Public Relations/Media ......................................... 616-787-7134
Newspaper, radio, television stories, or interviews
Fax ................................................................. 616-787-7102
email .............................................................. amwaypr@amway.com
PV/BV Transfers ................................................. See Customer Service
Deadlines vary month to month. Refer to
Amway.com for deadlines.
PV/BV Volume Information ................................. See Customer Service
Phone/Email Guide

R
Renewal ........................................See Customer Service

S
Sales Tax...........................................See Customer Service
Six Months Inactivity.................................616-787-6712
    email ........................................bcr.department@amway.com

T
Technical Support.........................See Customer Service
    Services for ATMOSPHERE®, eSpring®, and iCook®
    products and AMWAY™ websites.
    Telecommunications Device
    for the Deaf (TDD) Requires
    appropriate TDD equipment...............800-548-3878

V
Visitor Center........................................616-787-6701
    8:30 a.m. to noon and 1 to 5 p.m. (ET),
    Monday–Friday
Partner Stores

Below are Partner Stores that offer a discount to IBOs. For a complete list of Partner Stores, log in to amway.com > more products > partner stores.

Avis Reservations/Information
Code #AWD #B834700 .................. 800-321-3650

Budget Reservations
Code #BCD #Y435100 .................. 800-455-2848

Choice Hotel Reservations
Code #00150030 ...................... 800-533-2100

Dell computer orders
Code #AF72800343 ................... 866-746-4977

Sprint
Code #NAAWY_ZCT_ZZZ .............. 866-639-8354

T-Mobile
Code #10438TMOFAV .................. 866-464-8662

Wells Fargo Insurance Services
for health, life, disability, dental ..... 800-254-2327
Fax .................................................. 800-691-7171

Amway Visa Credit Card .............. 800-932-2775

Wyndham Hotel Group Reservations
Code #8000003158 .................... 800-364-6176