

ALVAHORSE FZE

Company Policy Handbook
August 2007

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1. The Company

- 1.1 ALVAHORSE Limited is the promoter of this selling system and is a Welsh based company, which has its Registered Office at 23-25 Regalia Terrace, Llanelli, Carmarthenshire. SA15 1LN Wales, United Kingdom.
- 1.2 ALVAHORSE Limited is engaged in the sale and distribution of Equestrian Products, which are fully described in their company literature.
- 1.3 ALVAHORSE Limited sell their products through a Multi Level Marketing Plan using Independent Agents, Independent Distributors, Independent Advisors and Group Directors to sell the products and deliver them to retail customers. Distributors at all levels of the Marketing Plan are encouraged to make retail sales each month and keep records of such sales.
- 1.4 Rules and regulation should be complied with for the mutual benefit of Independents and the Company for proper sales and marketing procedures and to prevent improper sales and marketing procedures to ensure that the conduct of the Company and Independents reflect the practice which will best enable the growth of all these business and enhance and protect their reputation. Accordingly, all Independents agree to comply with the rules and regulations set out in this Company Policy Handbook and agree that the Company has a right to change these rules at any time on not less that 30 days' written notice and that Independents agree to comply with those rules, as amended, and that they form part of their contract with the Company. No amendment to the rules will require Independents to incur any expenditure but they may require them to amend their business practices.
- 1.5 A copy of the Company Policy Handbook should be supplied to all new Distributors by the Sponsor and each Distributor is advised to familiarise themselves with all Company Policies.

2. Introduction and Definitions

2.1 The ALVAHORSE Limited Marketing Plan

Independent Distributor

When you join the Company, you will be authorised to purchase product from your sponsor of the Company at a 20% discount on the Product Volume*. If you sponsor other distributors, then their Product Volume will be added to yours to determine your Whole Group Volume** and hence whether you have qualified for promotion.

NB: *Product Volume = Price of Product excluding VAT

**Whole Group Volume = Product Volume of your Sponsored Group.

Independent Advisor

When you have accumulated Whole Group Volume (WGV) of 1000 in one calendar month, you will be promoted to an Independent Advisor and receive a further 8% bringing your discount to 28% on the Product Volume.

Group Director

When you have accumulated WGV of 2500 in one calendar month or 1500 for two consecutive calendar months, you will be promoted to a Group Director and receive 35% discount on the Product Volume.

You will receive 5% discount on the PV of your 1st generation downline distributors
You will receive 4% discount on the PV of your 2nd generation downline distributors
You will receive 3% discount on the PV of your 3rd generation downline distributors
You will receive 2% discount on the PV of your 4th generation downline distributors
You will receive 1% discount on the PV of your 5th generation downline distributors

Group Director	35% Discount Plus Up to 15% Downline Discount Plus Royalty Bonuses off Downline GD's
Independent Advisor	28% Discount Plus 8% Downline Discount
Independent Distributor	20% Discount
Independent Agents	10% Discount

3. Being an Independent and becoming a Group Director

- 3.1 A Distributor is a person (18 years or older) who has fully completed a Distributor Application Form having been personally sponsored by an Independent Agent, Independent Distributor or Independent Advisor/Group Director and his/her application has been successfully approved and processed at Head Office.
- 3.2 All terms and conditions under which Distributors are appointed are set out in the Distributor Application Form and other Company literature specifically referred to on that form. Distributors are required to be familiar with all Company Policies.
- 3.3 A Distributor has the right to cancel his/her contract with the Company (Distributor Application Form) in the first 14 days after signing (see section 8, Terminating a Distributor Agreement). If subsequently he/she decides to rejoin the business, he/she may do so one year after cancelling his/her contract by signing a new Distributor Application Form. However, he/she may only sign under the original Sponsor and with Head Office approval, subject only to the Re-sponsoring.
- 3.4 Literature is also available for purchase from the Company.
- 3.5 A Distributor may sponsor other Distributors to retail the Products, thereby building a business for the future by building a Sponsored Group. Their Product Volume will then be added to yours to determine your Whole Group Volume and hence whether you have qualified for promotion.

<i>BECOMING AN INDEPENDENT ADVISOR</i>

- 3.7 After obtaining a Whole Group Volume of 1,000 in one calendar month, a Distributor qualifies as an Independent Advisor in the Company Marketing Plan.
- 3.8 Having reached the level of Independent Advisor, you will purchase goods from your sponsor at a discount of 28%.

<i>BECOMING A GROUP DIRECTOR</i>

- 3.9 After obtaining a Whole Group Volume of 2,500 in one calendar month, or WGV of 1,500 over two consecutive months, a Distributor qualifies as a Group Director in the Company Marketing Plan.
- 3.10 Having reached the level of Group Director, you will then be able to purchase goods from the company at a discount of 35%.

- 3.11 When you recruit new distributors, they will all be purchasing off you at 20%, giving you an instant profit of 15%. You will be earning 7% off all your independent advisors in your group.
- 3.12 Once you have shown the business to your group, they can then recruit themselves and you can earn discount off five generations of downline distributors.
- 3.13 You will receive 5% discount on the PV of your 1st generation downline distributors
 You will receive 4% discount on the PV of your 2nd generation downline distributors
 You will receive 3% discount on the PV of your 3rd generation downline distributors
 You will receive 2% discount on the PV of your 4th generation downline distributors
 You will receive 1% discount on the PV of your 5th generation downline distributors

Group Director	35% Discount Up to 15% Downline Discount
Independent Advisor	28% Discount
Independent Distributor	20% Discount

4. The Marketing Plan

<p style="text-align: center;"><i>MOVING UP THE MARKETING PLAN</i></p>

- 4.1 When a Distributor has qualified for a higher position in the Marketing Plan, he/she will retain that position without the need to re-qualify unless Company Policy has been breached; or the Company or the Distributor terminates the distributorship, or the Distributor cancels the distributorship or the Distributor has been re-sponsored.
- 4.2 A Distributor cannot be by-passed by anyone in his or her Sponsored Group in moving up the Marketing Plan to the position of Group Director.
- 4.3 After a Distributor/Independent Advisor has WGV of 2500 or 1500 over two consecutive calendar months, the Distributor/Independent Advisor becomes a Group Director.
- 4.4 All move-ups whether in one month or two shall occur on the exact date that sufficient WGV are accumulated to reach the specified level.

5. Obtaining Products from the Company

<i>PLACING ORDERS</i>

- 5.1 The Company will only recognise orders placed online.
- 5.2 If a Distributor asks a third party to place and collect orders for them, it is the Distributor's responsibility to obtain proof that the order has been correctly placed. The Company's responsibility is to ensure that all orders received are allocated and fulfilled as they are presented.
- 5.3 The value of any Literature items purchased and delivery shall not count towards the Group Volume.
- 5.4 All orders with appropriate payments must be received and processed by the Company before product is despatched.
- 5.5 Any orders placed should be checked upon receipt and the Company notified within 24 hours of any discrepancy or damage. Sales are considered final once the 24 hours has elapsed.
- 5.6 Payment is taken online through a secure server.
- 5.7 Royalty Bonuses are paid on the first of every month one month after the end of the month in which the order was placed.
- 5.8 The Company undertakes to give notice of at least one calendar month of impending price change.

6. Your Relationship with the Company

BEING AN INDEPENDENT DISTRIBUTOR

- 6.1 The Distributor's relationship with the Company is one of a contractual nature, principal to principal. All Distributors are self employed independent Distributors; they are not agents, representative or employees of the Company. They are to conduct their business within their own time and by any means, method or manner of operation they may choose, provided the same are in conformity with the terms of the Distributor Application Form (which includes the current Company Policies) and any other applicable regulations or codes of practice.
- 6.2 Only adult persons can contract with the Company to be Distributors, A Distributor must only describe him/herself as an 'Independent Distributor of ALVAHORSE Limited (no other titles are permitted) and use approved Company logos on business cards and other personal stationery and in advertisements. They must not present themselves as representatives, agents or employees of ALVAHORSE Limited.
- 6.4 Independent Distributors must ensure that any supplier providing goods and/or services to them is informed that they are dealing with an Independent Distributor for ALVAHORSE Limited and that the Distributor is solely responsible for all payments of any goods/services supplied. All supplier invoices must be sent to the Distributors usual business address and not to the Company. Under no circumstances will the Company be responsible for any debt incurred or monies owed by an Independent Distributor to a supplier.
- 6.5 A Distributor may not, under existing legislation, set up bank accounts in the name of ALVAHORSE Limited, or by any other means 'pass themselves off' as ALVAHORSE Limited.
- 6.6 Distributors who sponsor (or attempt to sponsor) persons who have been introduced by the Company and invited to join by another Distributor are poaching.
- 6.7 The Company, by approving and processing a Distributor Application Form, agrees to sell its Products to such Distributor and pay them bonuses, when applicable, detailed in the Policy Handbook, provided the Distributor is not in violation of their contract with the Company. The Company also agrees to sell Literature to that Distributor.
- 6.8 Each Distributor, upon signing the Distributor Application Form, agrees to abide by the policy decisions of the Company. Buying Products from the Company is a reaffirmation of such commitment to abide by the Company Policies.
- 6.9 Every Distributor must read, digest and act on any directions and/or guidance given by the Company relating to any changes in legislation, regulation or Company Policies.

- 6.11.1 It is every Distributor's responsibility to keep up to date with any changes to the Company Policy and/or guidance given by the Company.
- 6.12 A Distributor is an Independent Distributor and not an agent, legal representative or employee of the Company. As such, he/she is solely responsible for all aspects of his/her business, including all taxes, income tax, VAT, National Insurance Contributions and any other fees or licences that are payable or required to conduct his/her business. A Distributor is responsible for all expenses incurred in running his/her business. As a self employed business person, the Distributor, except to the extent that it is contrary to the terms of the distributor Agreement or current Company Policies, may conduct his/her business as an Independent Distributor of ALVAHORSE Limited in the manner and at the time of his/her choosing and may carry out such other activities in addition to the Distributors ALVAHORSE Limited distributorship as he/she considers appropriate. As an Independent Trader, the Distributor is entitled to arrange for such assistance in the conduct of his/her business as he/she considers appropriate, to be provided to him/her by such persons as he/she chooses, and to delegate the performance of the Distributor's obligation to those persons. The Distributor is responsible for the expense on engaging or employing those persons.
- 6.13 The Distributor agrees that the names, addresses and contact details of ALVAHORSE Limited Independent Distributors, and all other information provided to the Distributor relating to his/her Sponsored Group, are the Company's confidential proprietary information and may only be used by the Distributor for the purpose of his/her ALVAHORSE Limited business. In particular, that information may not be used to promote any other business of the Distributor or of any other person, company or organisation.
- 6.14 If the Distributor achieves the position Group Director in the Marketing Plan, the Distributor agrees that during, and for six months after the termination, of his/her distributorship, he/she will not encourage, persuade or recruit any person he/she knows to be a ALVAHORSE Limited Distributor to market or sell the products of any other person, company or organisation.
- 6.15 VAT Section
Value Added tax is charged on all goods at the standard UK rate of 17.5%

7. Making Changes to Distributorships

- 7.1 A distributorship cannot be sold to a third party. Any Distributors wishing otherwise to transfer or convey their distributorship must first obtain the prior written consent of the Company.
- 7.2 Any transfers of distributorship to another person during the life of a Distributor are restricted. Such transfers are subject to the review of all the facts and circumstances by the Company and may only take effect after their approval is granted in writing. Such transfers, if approved, can only be granted to adult persons.
- 7.3 It is against Company Policy for any Distributor to change Sponsor through any means, other than by 'Re-sponsoring'. If, in an attempt to change Sponsor, a Distributor submits more than one Distributor Application Form, the Company will only consider the first Application received as valid, provided it conforms with Company Policies. The remaining Distributor Application Form will be disregarded.

<i>RE-SPONSORING</i>

- 7.4 An existing Distributor may be considered for re-sponsoring under a new Sponsor if he/she has NOT within the last 24 months
- Purchased any Products (from the Company or any other Distributor).
 - Sold any Products.
 - Received any other payments or inducements from a Distributor of the Company or any other person, not to purchase.
 - Sponsored any other individuals.
 - Requested any changes to his/her distributorship.
- 7.5 Distributors wishing to re-sponsor, must complete a Re-sponsoring Affidavit (available from Head Office) in the presence of and duly witnessed by, a solicitor or Commissioner of Oaths.
- 7.6 The completed Re-sponsoring Affidavit must be submitted to Head Office along with a new Distributor Application Form, for verification and approval by the Company.
- 7.7 When the application to re-sponsor has been verified and approved by the Company, a new ID and identification card will be sent to the Distributor and Product/Literature orders will then be accepted.
- 7.8 Re-sponsored Distributors rejoin the Marketing Plan as New Distributors. They will not retain any Downlines or any position previously attained in the Marketing Plan and they relinquish any rights previously obtained.

8. **Terminating a Distributor Agreement**

TERMINATION BY THE DISTRIBUTOR

- 8.1 If a Distributor wishes to terminate their distributorship, they may do so at any time by giving 14 days written notice to the Company at its Head Office; in the case of a joint distributorship, the written notice must be signed by both parties. The period of notice of the termination shall start to run from the day when such notice is posted by first class post to the Company at its Head office. The effective date of termination is the date on which the Head Office approves and processes the termination request.
- 8.2 The terminating Distributor forfeits his/her current level in the Marketing Plan and all Downlines established at the time. Following termination, his/her Downlines are transferred to his/her Sponsor in their existing generation sequence. Once a Distributor terminates, their spouse/partner (if applicable) is also considered terminated, regardless of whether or not the spouse/partner was the original signatory of the Distributor Application Form or whether the spouse/partner was active in the distributorship.
- 8.3 A Distributor who terminates their distributorship may re-register after one year, only under their original sponsor, by completing a new Distributor Application Form. Head Office must approve this new Distributor Application Form.
- 8.4 The Company reserves the right to reclaim from Distributors who terminate their distributorship, an all their affected Upline, such bonus payments that were paid to the Distributor less than 120 days prior to the date of termination, in respect of the products returned to the Company for refund.

TERMINATION BY THE COMPANY

- 8.5 The Company reserved the right to terminate a distributorship by giving 14 days written notice to the address detailed on the Distributor Application Form. The period of notice of the termination shall start to run from the day when such notice is posted by first class post to the address shown on the Distributor Application Form.
- 8.6 The Company reserves the right to terminate any distributorship as a result of conduct or actions by a Distributor or his/her spouse that are consistently in violation of the policies described in this Company Policy Handbook. Where the Company or its staff become aware of such conduct, a written warning will be sent to the address stated on the Distributor Application Form, asking the Distributor to cease and resist from such conduct. If the distributor does not heed this warning and respond to Head Office with a written undertaking to cease and desist, then the Company reserves the right to terminate the Distributorship Agreement with immediate effect.

- 8.7 Termination of a distributorship by the Company means a severance of all privileges and contractual rights available to a Distributor, including the privilege to distribute the Company's products and literature and the privilege to qualify for any bonuses and other incentives.
- 8.8 In cases of gross misconduct or actions that seriously violate the interest of the Company or its Distributors, the Company reserves the right to terminate the distributorship immediately without any prior warning or notice.
- 8.9 In all situations where termination is being considered, the Company will arbitrate on the matter and their decision will be final and binding.
- 8.10 Grounds for termination by the Company include (but are not restricted to):
- poaching of another ALVAHORSE Limited Distributor's prospects,
 - printing, reproducing, distributing or using unauthorised promotional materials,
 - misrepresenting the use or benefits of the Company's products or what a person can earn as a Distributor,
 - build or establish a business that would cause a detrimental effect to or be at the expense of other Distributors, their group or the Company,
 - selling unauthorised items in Company Product Centres or at Company meetings,
 - engaging in any conduct (whether directly or indirectly) which is prejudicial to the Company's business or which may bring the company or the Marketing Plan into disrepute,
 - permitting the decanting, repackaging or re-labelling of the Company products,
 - any breach of any of the terms and conditions of Company Policies.
- 8.11 Following termination, such terminated Distributor shall, upon demand by the Company, be liable to repay, return or compensate the Company for any bonuses received from the Company from and after the date of the activities causing such termination. Where the Distributor has qualified for such bonuses, but not received them prior to termination, they shall be forfeited upon termination. Forfeited bonuses, caused by such termination, shall be paid to the next Distributor up the line who is not in violation of the contract terms unless such bonuses were payable in respect of goods returned to the Company in accordance with paragraphs 8.13 and 8.14.
- 8.12 A Distributor whose distributorship has been terminated by the Company may re-register after one year has expired from the date of termination, only under their original sponsor, by completing a new Distributor Application Form. The Company will consider such application.

FOLLOWING TERMINATION OR CANCELLATION

- 8.13 If a Distributor cancels, or the Company terminates, the Distributor's appointment within its first 14 days the Distributor may cancel any unfulfilled orders with the Company without charge and receive a full refund of anything he/she has paid in connection with his/her participation in these selling arrangements. Additionally, the Distributor may return to the Company at its Head Office (at the Company's expense) within 21 days of such cancellation or termination any Products and/or Literature he/she has purchased in that period. The Company will give the Distributor a full refund for them provided they are returned in the condition they were supplied to the Distributor (except their external wrappings (where applicable) may be broken).
- 8.14 If a Distributor terminates his/her distributorship after 14 days of entering into it, or the Company terminates it, then (except to the extent set out in paragraphs 6.13 and 6.14), which shall continue in force after termination) the Distributor shall have no further contractual obligations as a Distributor to the company and if he/she wishes, he/she may cancel any unfulfilled personal orders and immediately receive a full refund of any prepayment. The Distributor may also return to the Company's Head Office (at the Company's expense) within 21 days of termination of their appointment any Products which he/she has purchased from the Company in the 60 days prior to such termination. If the Products are returned in good condition in which they were supplied (except their external packaging (where applicable) may be broken), the Company will give the Distributor a full refund on the return of the Products less a 10% handling charge (which will not be levied if the Company terminated the distributorship) and less, if the returned Products have deteriorated due to an act or default on the Distributor's part, an amount equal to the diminution in their value resulting from such deterioration (which will not be levied if the Company terminates the distributorship).
- 8.15 Any monies payable under the above provisions shall be paid upon return of the goods sold to the Distributor to Head Office. If such goods are already held by the Company at its Head Office, then the monies will be payable immediately.

9. Miscellaneous

- 9.1 The company uses a number of methods to disseminate information to its Distributors. Distributors are encouraged to make full use of each method.
- The Company's website, which can be found at: <http://www.alvahorse.com>
 - An email system
 - The Company Policy Handbook, and other Company-approved Literature items which available through the Order Line at Head Office.
- 9.2 Distributors with questions should initially address such queries to their Sponsor or Upline Advisor/Group Director. If they cannot resolve the matter, the Group Director will make direct contact with Head Office for assistance or instruction.
- 9.3 All advertising must be legal, honest, truthful and accurate.
- 9.4 Advertising (including 'leaflet drops') can be expensive and time consuming, and may not yield much response. Distributors should consider whether the time and effort of such methods is a worthwhile investment. It has been well documented that 'word of mouth' is the most fruitful means of building a retail business.
- 9.5 Distributors who decide to advertise must use Company approved text and images. This applies to all advertising media, including the Internet.
- 9.6 Should Distributors wish to draft their own advertisements, these must be submitted by email, facsimile or post to Head Office for approval. If approval is given, then a code will be issued; this must be included in the advertisement when it is published.
- 9.7 Any Distributor using advertising that has not been approved in writing by the Company will bear sole liability for any prosecution arising from their advertising.
- 9.8 Exterior signs or window displays advertising the Company or its Products will be permitted at locations upon approval from the Company, including window stickers in cars.
- 9.9 Advertisements may include photographs of the Products.
- 9.10 Although it is permitted for Distributors to advertise for others to join their business, it is generally accepted that this is not the best way and Distributors should be aware that there are statutory controls on such advertising.

9.11 When advertising for new Distributors, Distributors must at all times:

- Promote the opportunity as a business relationship with the Company and not as an offer of employment.
- Refrain from making unrepresentative or exaggerated earning claims, these could be challenged in law.
- Ensure that any earnings claims relate to actual earnings of an identifiable person and be capable of verification.
- Ensure that they never imply that income claims are easily or quickly achievable and state how the income is achieved for example through bonus payments and retail sales.
- Refrain from using misleading, deceptive or unfair recruiting methods.
- Never promote the business as an opportunity solely to recruit others. All presentations, advertisements etc must promote the business as one where Distributors sell Products to customers.

10. Code of Conduct

DISTRIBUTORS' CODE OF CONDUCT

10.1 All Distributors are expected to:

- Have a good working knowledge of the Company Policy Handbook.
- Be honest and conduct themselves with integrity at all times, so as to bring credit to the Company.
- Display a positive attitude to all Distributors, in a spirit of co-operation and teamwork.
- Be loyal to the Company, its staff, its representatives and all other Distributors at all times, avoiding gossip, criticism and internal 'politics'.
- Display a courteous attitude in speech and behaviour at all times towards staff, representative of the company and all other Distributors.
- Act with integrity when prospecting, by not making exaggerated claims about the Company, its products or the rewards available within the Marketing Plan.
- Act with integrity towards those who join their front-line and encourage them to carry product inventory appropriate to their needs only and to avoid excess buying.

GROUP DIRECTORS CODE OF CONDUCT

10.2 All Group Directors are expected to:

- Lead by example in sponsoring New Distributors.
- Teach their Downline Distributors and teams good principles of networking and personal conduct. Understand the administrative system used by Head Office, including the correct completion of all the Company's forms.
- Teach their Downline teams to have a good working knowledge of the Company Policy Handbook.
- Encourage members of their groups to use proper lines of communication, namely Distributor – Sponsor – Up Line Group Director.
- Recognise the fact that they will be seen as role models to their Downlines and to other teams and to act accordingly.
- Be willing to help their team.
- Be aware that challenges and problems should always be dealt with personally or taken Upline or the Head Office, they should never be shared with their teams.

11. Data Protection

11.1 Distributors who collect and retain personal information relating to third parties, must be aware of and comply with the laws of England and the Data Protection Act 1998 (“the Act2”) concerning the processing of personal data. This applies to personal information:

- held manually, for example in a filing cabinet and/or a personal computer, for example on a database, and
- which may relate for example to retail customers, prospective distributors or Downline Distributors, and
- from which such persons can be identified.

11.2 Processing data includes: the obtaining, recording, holding, organising, adapting, altering retrieving, consulting, disclosing, alignment, combination, blocking, erasing or destructing of the information or data.

11.3 Distributors, who process personal data must also consider whether they are required to notify the Office of the Information Commissioner of their data processing activities. Guidance can be found on the Information Commissioners web site: www.dpr.gov.uk.
General information is available on the following web site: www.dataprotection.gov.uk or through their information telephone line: 01625 545745, or by e-mail mail@dataprotection.gov.uk .

<i>THE COMPANY AS DATA CONTROLLER</i>

11.4 The Company, as Data Controller, has duly notified the Office of the Information Commissioner of the purposes of its data processing.

11.5 Distributors agree that the Company may retain and process all personal information given to the Company by the Distributor for purposes including marketing, business creation and development, management reporting, bonuses payable and awards. The Company may record this information both manually and/or on a computer database and will be the Data Controller for this information.

11.6 The Distributor agrees that the Company may disclose and transfer this personal information to his/her Upline Sponsors and to other members of the Company’s group situated outside the European Economic Area under which the Distributor may not have rights under data protection law and to other persons for the purpose of the Company’s business.

THE DISTRIBUTOR AS DATA PROCESSOR

11.7 The Company, as Data Controller may transfer personal information relating to third parties to a Distributor to process on its behalf. In accordance with the Act, such Distributor is then acting as Data Processor for the Company as Data Controller. In this capacity the Distributor agrees:

- to comply with the laws of England and the Act concerning the processing of such personal data and,
- to ensure that unauthorised persons do not have access to any equipment or databases used in the processing of such personal data and,
- to ensure that such personal data is not disclosed to a third party without the prior written authority of the Company as Data Controller and,
- to advise the Company immediately he/she receives any request from an individual for a copy of any information held about them and,
- to ensure that all personal data in his/her possession is protected against accidental and/or unauthorised disclosure, use, loss, damage, destruction or alteration and,
- to advise the Company immediately of any accidental and/or unauthorised disclosure, use loss, damage, destruction or alteration of any personal data.

• **12. The Corporate Website**

12.1 ALVAHORSE Limited has a corporate web site at www.alvahorse.com. The Company's UK Web Pages are contained within the corporate web site.

12.2 Distributors must be aware of and comply with the policies contained in the UK Web Pages.

12.3 The Corporate Website and the UK Web Pages will from time to time be revised, modified and expanded.

