

Policies and Procedures:

These Policies and Procedures, in their present form and as amended at the sole discretion of Healthy Coffee USA, Inc. USA, Inc. are incorporated into, and form an integral part of, the Healthy Coffee USA, Inc. Distributor Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Healthy Coffee USA, Inc. Distributor Application and Agreement, the Terms and Conditions of the Agreement, these Policies and Procedures, the Healthy Coffee USA, Inc. Marketing and Compensation Plan.

These documents are incorporated by reference into the Healthy Coffee USA, Inc. Distributor Agreement. It is the responsibility of each Distributor to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these documents. When sponsoring or enrolling a new Distributor, it is the responsibility of the sponsoring Distributor to provide the most current version of these Policies and Procedures and the Healthy Coffee USA, Inc. Marketing and Compensation Plan to the applicant prior to his or her execution of the Distributor Agreement.

1. REQUIREMENTS TO BECOME AN INDEPENDENT DISTRIBUTOR

Those applying to become Independent Distributors must meet certain criteria prior to qualifying. For starters, all applicants must be the age of majority within the state which he/she resides. Applicant must then complete an official **Healthy Coffee USA, Inc.** Application and Agreement which must include the applicant's social security number and signature. Once the application is complete, it must be sent to **Healthy Coffee USA, Inc.**'s home office and accepted, with notice of acceptance received by the applicant. This may all be done on-line and through e-mail.

Individuals whom are married may each have their own Independent Distributorship. Please be advised, however, under no circumstances may a married couple be sponsored in different organizational lines. One partner must be the sponsor of the other. Any attempts at dual-line sponsoring will result in termination by the company.

Healthy Coffee USA, Inc. reserves the right to accept or reject anyone as a Sales Associate.

2. PARTNERSHIP OR CORPORATION REQUIREMENTS

Entering **Healthy Coffee USA, Inc.** as a corporation or partnership is as simple as that of an individual. An Independent Distributor position may be acquired upon completion of the proper form(s). Once again, an individual may not participate in more than one(1) Independent Distributorship of any kind. With the use of the appropriate documentation, an Independent Distributor may change its status under the same sponsor from individual to partnership or corporation; or from partnership to corporation. Partnerships or Corporations must submit an applicable Federal Tax Identification Number along with their application.

3. DISTRIBUTOR KIT/MATERIAL

Independent Distributors [are not required](#) to purchase a Distributor Sales Kit. Healthy Coffee USA makes available product packages for resale, sampling to prospective customers and for self consumption on an option. Healthy Coffee USA marketing and sales materials are available to order from an Independent Distributor web site.

No additional product package purchase is ever required to be a Distributor of HEALTHY COFFEE USA, INC. No commissions will be paid on the purchase of marketing materials or sales aids.

SPONSORSHIP

An Independent Distributor, once admitted as a distributor, have the right to sponsor other potential Distributors anywhere within the United States. Sponsorship may also occur in other foreign nations as they may be opened by **HEALTHY COFFEE USA, INC.** bearing in mind the need for personal contact. However, an Independent Distributor may retail their product anywhere in the world, which has been pre-authorized and approved by the company.

Every person, partnership or corporation has the absolute right to choose his/her/its own sponsor when they initially sign-up as an Independent Distributor with **HEALTHY COFFEE USA, INC.** Therefore, if there are two Sales Associates that claim to be the sponsors of the same new Independent Distributor, **HEALTHY COFFEE USA, INC.** shall acknowledge the first application received by date stamp.

The standard rules of common decency apply in regard with claim to sponsorship of new applicants. It is always good practice to regard the first Independent Distributor who persistently worked with a prospective Independent Distributor or Customer as having first claim to sponsorship.

Any cross-sponsorship or cross-recruiting is strictly prohibited within the **HEALTHY COFFEE USA, INC.** organization.

4. INTERNATIONAL SPONSORSHIP

Distributor shall be allowed to sponsor other Independent Distributors anywhere in the world where **HEALTHY COFFEE USA, INC.** is open for business.

5. RESPONSIBILITY OF SPONSORS

Once a Distributor sponsors another Distributor, the sponsor has the obligation to perform a genuine supervisory and training function so that the new Distributor may succeed properly. Sponsors are to be advisors to their new downline Distributors.

Distributors must have continuous contact, communications, and supervision with their complete sales organization. This includes, but not limited to: written correspondence, telephone contact, email contact (if available), newsletters, personal meetings, training sessions, sharing pertinent information with those sponsored, and accompanying individualism to corporate events.

6. NETWORKING COOPERATION

It is to the advantage of Distributors, as well as **HEALTHY COFFEE USA, INC.**, for Distributors to cooperate with each other for the mutual success of the company.

7. TRANSFERS OF SPONSORSHIPS

HEALTHY COFFEE USA, INC. prohibits any transferring from one sponsorship to another. The integrity of the entire network organization is based on the strength of the structure within the network. The allowance of transfers from one sponsor to another can only lead to strife and disaster.

A Distributor will only be allowed to transfer sponsorship lines by way of written resignation to the company. Once resignation is accepted, the former Distributor may then choose to rejoin the network six (6) months later under a new sponsor. **IMPORTANT:** Distributors who choose to resign

and return will not be allowed to transfer their downline or qualified position with them.

8. DEATH OF SALES ASSOCIATE

Upon their death, a Distributor maintains his/her rights to commissions and their marketing position. These commissions, marketing position, as well as Distributor duties and responsibilities shall be passed to the successor in interest upon written notice to **HEALTHY COFFEE USA, INC.** .

In order to protect the company from fraud, **HEALTHY COFFEE USA, INC.** requires a certificate of death and a certified copy of the will, trust or other device before the company may effect transfer of the deceased Distributor's Distributorship to the named transferee. The successor Distributor shall be required to execute a new **HEALTHY COFFEE USA, INC.** application.

9. SALE OF DISTRIBUTOR'S DISTRIBUTORSHIP

Distributors are at liberty to sell or assign their Distributorship for the current marketable price at any time. However, the sale or assignment is subject to the approval of **HEALTHY COFFEE USA, INC.** prior to the sale or assignment. The approval is necessary in order to protect the integrity of the company and to insure that fair value is being offered for the sale of each transfer.

HEALTHY COFFEE USA, INC. reserves all rights to accept or reject any agreements of sale or transfer based on qualifications of purchaser, misrepresentation by seller, or any further issues that may arise resulting in potential detriment to **HEALTHY COFFEE USA, INC.** .

10. REPRESENTATIONS BY DISTRIBUTORS

Sales Associates are independent contractors, fully responsible for their own business procedures and are not to be considered purchasers of a franchise or employees of **HEALTHY COFFEE USA, INC.** . The agreement between **HEALTHY COFFEE USA, INC.** and its Sales Associates does not create an employer/employee relationship, agency, partnership or joint venture between **HEALTHY COFFEE USA, INC.** and the Sales Associates.

Distributors must not represent themselves in any way, orally or in writing, as being an agent or employee of the company. Distributors have no authority to bind **HEALTHY COFFEE USA, INC.** to any obligations. Each Distributor shall hold **HEALTHY COFFEE USA, INC.** harmless for any claims, damages or liabilities arising out of the Distributors own business practice. **HEALTHY COFFEE USA, INC.** will take aggressive action to insure that Distributors that violate this policy are terminated and reported to the proper authorities.

Distributors are responsible for any expenses which result from their business operations, including, but not limited to, advertising, taxes, fees, legal costs and shipping expenses. **HEALTHY COFFEE USA, INC.** does not accept collect telephone calls.

Distributors may not use the company name on any written forms or documents (e.g. stationery, bank accounts, business signs) without stating "Independent Sales Associate" and prior approval by the company.

11. RETAIL SALES

Nutritional products and the sales of said things, to the customer, are the foundation of **HEALTHY COFFEE USA, INC.** . The entire commission of **HEALTHY COFFEE USA, INC.** is a structure based upon volume of end-user sales by the individual Distributors, as well as their entire organization.

HEALTHY COFFEE USA, INC. products or services may only be sold by registered Distributors. Distributors may sell only to retail customers for their personal use, not for resale to other consumers.

12. RETAIL SALES IN STORES OR OTHER OUTLETS

Fairness and Equal Opportunity demand that **HEALTHY COFFEE USA, INC.** forbid the sales of products in any retail outlet without prior written consent of the company. However, literature may be displayed at a retail store or outlet that refers consumers to a specific Sales Associate.

Sales are also prohibited in on-line auctions, such as Ebay.

13. UNETHICAL BEHAVIOR OR ACTIVITY

HEALTHY COFFEE USA, INC. will not permit activity that is obviously unethical or unprofessional. Even though the line between aggressive professional marketing efforts and unethical behavior and harassment can be vague, **HEALTHY COFFEE USA, INC.** will intercede when such behavior is evident, and reserves the right to use its sole judgment in deciding whether certain Sales Associate activities are inappropriate and, if determined to be so, to act accordingly. Such behavior may result in termination or suspension at Company discretion.

14. REFUND POLICY

Product Returns:

HEALTHY COFFEE USA, INC. will refund any dissatisfied purchaser of a product package (100%) for a period of seventy-two (72) hours from the date of receipt of the package. Payment will be made upon return of the products and any associated materials.

HEALTHY COFFEE USA, INC. will refund any dissatisfied purchaser of any HEALTHY COFFEE USA, INC. product ninety-percent (90%) for a period of 3 months from the date of receipt of the product, excluding shipping charges and applicable bonus and commissions earned. Payment will be made upon return of reasonably sound, unopened, unaltered, resalable and restockable products. After the expiration of the 3-month period there will be no refund.

If for any reason you refuse delivery of an order the return is subject to a 10% re-stocking fee. Please note assisted order fees and all shipping costs to and from the customer are the responsibility of the customer in this instance.

Distributor Product Packages:

Gold Pack

Platinum Pack

Diamond Pack

HEALTHY COFFEE USA, INC. expects you to have sampled or purchased our products before ordering a Product Package and have decided you like both the products and the Company.

Customers returning unopened Product Packages will be subject to a 10% restocking charge of the product price. Product Packages may be returned within 3 days of receipt for refund in the United States. After the applicable time has passed any refunds will be made at Company sole discretion. We do not accept returns of individual items contained in Product

Packages unless the items are defective. Refunds will be made within 15 business days.

If you are returning your initial Product Package, we will interpret this as resigning your distributorship and your account will be closed. You will not be eligible for Distributorship for 6 months.

Any other refund, such as refund on any limited quantity HEALTHY COFFEE USA, INC. products may be made within the sole discretion of the company.

15. RETURNS PROCEDURES

To enable prompt and efficient processing of the product returns, obtaining prior authorization before returning product is required. Authorization can be obtained by contacting HEALTHY COFFEE USA, INC. Customer Service at support@healthycoffee.com and requesting a RMA. Please type Return Authorization in the **Subject** text line in the email. (Return Material/s Authorization). **Returned packages may not be accepted if the RMA number is not present and readable on the outside of the package.**

Once an RMA has been obtained, product must be returned within 30 days or the RMA will automatically cancel and no refund will be allowed.

16. PRODUCT EXCHANGE POLICY

HEALTHY COFFEE USA, INC. will exchange products only if the returned products are damaged in shipment, are incorrectly sent, or are of substandard quality. In the event that the products are returned to HEALTHY COFFEE USA, INC. due to incorrect sizes, exchange will be only allowed upon

return of reasonably sound, unopened, unaltered, resalable and restockable products. Whenever possible, returned products will be replaced with undamaged products. However, when an exchange is not feasible, HEALTHY COFFEE USA, INC. reserves the right to issue Company Credit for the amount of the exchanged products.

17. SHIPPING POLICY

Distributors should notify HEALTHY COFFEE USA, INC. immediately of any errors, omissions or questions about shipping. HEALTHY COFFEE USA, INC. will correct any errors reported within 14 days, but HEALTHY COFFEE USA, INC. will not be responsible for any errors, omissions or problems not reported within 14 days.

18. SEVENTY PERCENT (70%) RULE

HEALTHY COFFEE USA, INC. will strictly adhere to the policy that prior to honoring an order for product by a Distributor, the Distributor must certify that he/she has sold at retail at least 70% of all prior inventory purchased. A Distributor will be allowed by **HEALTHY COFFEE USA, INC.** to purchase a reasonable amount of product for personal use and enjoyment as well as to be used as sales samples.

The company will monitor compliance with this rule, and any fraudulent information supplied by the Distributor will be grounds for termination of the Distributorship of the violating party. For this reason it is important that the Distributor keep accurate sales records.

It is company policy to strictly prohibit the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions or advancement within the compensation plan. All such forms of frontloading or stockpiling are strictly prohibited.

When you order products online, you are certifying that you have sold at least 70% of all prior inventory purchased.

19. CHARGE BACKS

If commissions have been paid to a Distributor and subsequent returns on products occur which cause refunds to be issued to the purchaser, the commissions overpaid will be charged back against the Distributor's next check, or first check with available commissions to cover the refunds.

20. REFUNDS ON RESALE OF PRODUCTS BY DISTRIBUTORS

Any Distributor who resells product to the ultimate consumer is responsible for paying out any refunds based on returns. The Distributor is expected to conduct their business in a manner consistent with the company Policies and Procedures, including strict adherence to the company refund policy. Any violation of this policy will be immediate grounds for suspension or termination of distributorship rights

21. SALES TAX

All **HEALTHY COFFEE USA, INC.** products may be subject to the sales tax in the state, county, or city that levies such a tax and in which a sale occurs. This tax should be calculated on the sale price of the purchase.

22. INDIVIDUAL TAXES

Each Distributor shall comply with all state and local taxes and regulations governing the sale of **HEALTHY COFFEE USA, INC.** products. As the Distributor is a self-employed contractor, **HEALTHY COFFEE USA, INC.** does not deduct any personal taxes from commission checks.

At the end of the calendar year, **HEALTHY COFFEE USA, INC.** is obligated by law to provide the Independent Distributor and the Internal Revenue Service with a form 1099 reporting the Sales Associates annual income from **HEALTHY COFFEE USA, INC.** . This is required for any Distributor with earnings in excess of \$600.00 for the calendar year.

23. PROPRIETY NATURE OF DOWNLINE REPORTS

The company may from time to time supply data processing information and reports to **HEALTHY COFFEE USA, INC.** Distributors concerning their downline organizations. The Distributor agrees that such information is proprietary and confidential to both the company and the individual Distributor and is transmitted to the Distributor in confidence.

The Distributor agrees that he/she will not disclose such information to any third party directly or indirectly, nor use the information to compete with the company directly or indirectly.

The Distributor and the company agree that, but for this agreement of confidentiality and nondisclosure, the company would not provide the above confidential information to the Distributor.

24. AMENDMENTS

HEALTHY COFFEE USA, INC. expressly reserves the right to alter or amend wholesale prices, product availability and/or formulation, policies and procedures, and compensation plan.

Such amendments are automatically incorporated as part of the agreement between **HEALTHY COFFEE USA, INC.** and the Distributor when published in official company literature.

25. PRODUCT AND INCOME CLAIMS

HEALTHY COFFEE USA, INC. Distributor agree to make no false or fraudulent representations about the company, its products, services, the compensation plan or earnings potential.

The Distributor must not make any claims for **HEALTHY COFFEE USA, INC.** products which are not supported by facts contained in official company literature.

26. DISTRIBUTOR CHANGE OF ADDRESS

Independent Distributors must report any change of address by sending written notice to **HEALTHY COFFEE USA, INC.** office.

27. TERM OF DISTRIBUTORSHIP AND RENEWAL

The term of Distributorship shall begin upon acceptance of this Application and Agreement by HEALTHY COFFEE USA, INC. and subject to earlier termination by Distributor or by HEALTHY COFFEE USA, INC. shall expire one year after the effective date of his/her Distributorship or such other date HEALTHY COFFEE USA, INC. may, in its sole and absolute discretion, specify in writing form time to time.

Distributor shall be notified by email thirty days (30) prior to their renewal date. At that time you may choose to renew or terminate your Distributorship. HEALTHY COFFEE USA, INC. may require that Distributor

executes a Renewal Application or other documentation as a party of its renewal procedures. Either HEALTHY COFFEE USA, INC. or Distributor may elect against renewal simply by notifying the other in writing to that effect prior to the effective date of renewal. Renewal shall constitute his/her acceptance and re-affirmation of all provisions of the Agreement as in effect on the date of renewal.

28. RESIGNATION OF A DISTRIBUTOR

Distributors have the right to terminate their agreement at any time and for any reason without reason without penalty by giving seven (7) days written notice to the company at its principal place of business.

At the end of the seven (7) day notice period, all rights to commissions, position, and wholesale purchases cease, and Distributor are no longer entitled to advertise, sell, or promote **HEALTHY COFFEE USA, INC.** products. The former Distributor downline shall be transferred to his/her sponsor.

Resigning Distributor are not eligible to be sponsored into **HEALTHY COFFEE USA, INC.** again for a period of six (6) months following the date of termination.

29. TERMINATION BY INACTIVITY

After six (6) months of consecutive inactivity, a Distributor will be deleted from the commission structure. The deleted Distributor will, however, be eligible for immediate re-sponsorship.

30. TERMINATION OF DISTRIBUTORSHIP

The company reserves the right to terminate any Distributorship at any time, or suspend said Distributor for a probationary period, when it is determined that the Distributor has violated the provisions of the Distributor Agreement, including the provisions of these Policies and Procedures as they now exist or may be amended, or the provisions of applicable laws and standards of fair dealing.

Upon such a termination, the company shall notify the Distributor at the latest address listed with the company.

The terminated Distributor agrees to immediately cease representing himself/herself as a Distributor, and will not be allowed to ever return to the position of Distributor with **HEALTHY COFFEE USA, INC.** . Where applicable state law on termination of a Distributor is inconsistent with company policy, such state law termination procedures shall be in force.

If the Distributor wishes to appeal the termination, **HEALTHY COFFEE USA, INC.** must receive the appeal, in writing, within fifteen (15) days from the date of mailing of the company's termination letter. If the appeal is not received within the 15 day period, the termination will be automatically deemed final. If the Distributor files a timely appeal of termination, **HEALTHY COFFEE USA, INC.** will review and reconsider the termination, consider any other appropriate action and notify the Distributor of its decision. The decision of the company will be final and subject to no further review.

In the event that the termination is not rescinded, the termination will be effective as of the date of the company's original termination notice.

Upon termination of a Distributorship, all rights to commissions, position, and wholesale purchase rights cease. The terminated Distributor will not be eligible for future sponsorship.

31. DISTRIBUTOR ADVERTISING

Because Independent Distributors are independent contractors they may promote their business in any legal and ethical manner, and may advertise without company approval, provided that they do not use the corporate name, logo or trademarks.

Any advertisement which utilizes the company name, logo or trademarks must be approved by the company prior to any advertisement. The ad must also state that the individual placing the ad is an "Independent Distributor".

Independent Distributors are prohibited from answering the phone in any manner that would give callers reason to believe that they have reached the corporate offices of **HEALTHY COFFEE USA, INC.** .

32.SPAMMING AND UNSOLICITED FAXES

Except as provided in this section, Distributors may not use or transmit unsolicited faxes, mass e-mail distribution, unsolicited e-mail, or "spamming" relative to the operation of their HEALTHY COFFEE USA, INC. businesses. The terms "unsolicited faxes" and "unsolicited email" mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting HEALTHY COFFEE USA, INC. , its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax or email: (1) to any person with that person's prior expressed invitation, or permission; (b) to any person who has personally requested information online anywhere within the product and business field occupied by HEALTHY COFFEE USA, INC. at that time; or (c) to any person with whom the Distributor has a established business or personal relationship.

33. DISTRIBUTOR WEB SITES AND PAGES

If a Distributor desires to utilize an Internet web page to promote his or her business, he or she may do so through the company's official web site, using official HEALTHY COFFEE USA, INC. templates. Distributors may not develop their own site or web pages.

DOMAIN NAMES AND E-MAIL ADDRESSES

Sales Associates may not use or attempt to register any of HEALTHY COFFEE USA, INC. 's trade names, trademarks, service names, service marks, logos, product names, the Company's name, or any derivative thereof, for any Internet domain name. Nor may Distributors incorporate or attempt to incorporate any of HEALTHY COFFEE USA, INC. 's trade names, trademarks, service names, service marks, logos, product names, the Company's name, or any derivative thereof, into any electronic mail address.

34. MEDIA AND MEDIA INQUIRIES

Distributors must not attempt to respond to media inquiries regarding HEALTHY COFFEE USA, INC. , its products, or their independent HEALTHY COFFEE USA, INC. businesses. All inquiries by any type of media must be immediately referred to HEALTHY COFFEE USA, INC. This policy is designed to assure that accurate and consistent information is provided to the public.

35. UNAUTHORIZED PURCHASES

Any sponsor, who registers a new customer or member without their authorization and then places an initial order for the new person without their permission, will be responsible for the purchase, all shipping and handling fees, and a 10% restocking fee. Offenders are also subject to the disciplinary measures and possible legal action.

36. WAIVER

The company never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of the company who is authorized to bind the company in contracts or agreements specifies in writing that the company waives any of these provisions.

37. SANCTIONS AND ENFORCEMENT ACTION

Sanctions will not be employed lightly, nor will the company be arbitrary or unfair in their use. It is important to remember, however, that a Distributor who violates these policies and procedures jeopardizes the integrity and standing of all Sales Associates.

The company reserves the right to revoke the status of Sales Associates or place violators on probation for a period which may delay their eligibility for advancement in the marketing plan. It is for the benefit of everyone that every Sales Associate abides by the letter and spirit of these policies and procedures.

38. ACTIONS OF HOUSEHOLD MEMBERS OR SALES ASSOCIATE INDIVIDUALS

If any member of a Sales Associate's immediate household engages in any activity which, if performed by the Sales Associate, would violate any provision of the Agreement, such activity will be deemed a violation by the Sales Associate and HEALTHY COFFEE USA, INC. make take disciplinary action pursuant to the Statement of Policies against the Sales Associate. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively, Sales Associate individual") violates the Agreement, such action(s) will be deemed a violation by the

entity, and HEALTHY COFFEE USA, INC. may take disciplinary action against the entity.

39. GRIEVANCES AND COMPLAINTS

When a Sales Associate has a grievance or complaint with another Sales Associate regarding any practice or conduct in relationship to their respective HEALTHY COFFEE USA, INC. businesses, the complaining Sales Associate should first report the problem to this or her sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter cannot be resolved, it must be reported in writing to the Company in written or typed letter form. Email will not be accepted. HEALTHY COFFEE USA, INC. will review the fact and attempt to resolve it.

40. DISPUTE RESOLUTION

If any dispute or claim arises out of or relates to the Agreement or the breach or termination thereof which cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other applicable dispute resolution procedure.

The obligation to mediate shall not apply to any claim by either party seeking interim relief, including without limitation, requests for temporary restraining orders, preliminary injunctions, or any other orders which a court may issue when deemed necessary in its discretion to preserve the status quo or to prevent irreparable injury, including the claim of either party for equitable relief to preserve the status quo pending the completion of a mediation proceeding. The party awarded interim or injunctive relief shall not be required to post bond.

All claims or disputes arising out of or relating to the Agreement or the breach or termination thereof, which are not resolved by negotiation shall be brought in the State Court in the County in which HEALTHY COFFEE USA, INC. 's principal executive office is then located, unless the subject matter of the dispute arises exclusively under federal law, in which event the dispute shall be submitted to the United States District Court located in or closest to said County. The Parties hereby submit to the jurisdiction of the courts mutually selected by them pursuant to this paragraph. TO the fullest extent that it may effectively do so under applicable law, (1) the parties waive the defense of an inconvenient forum to the maintenance of an action in the courts identified in this paragraph and (2) agree not to commence any action of any kind against the other or other's officers, directors, employees, agents or property arising out of or relating to the Agreement, except in the courts identified above.

41. GOVERNING LAWS

These rules are reasonably related to the laws of the State of California and shall be governed in all respects thereby. The parties agree that jurisdiction and venue shall lie with the place of acceptance of the Sales Associate application, which shall in all cases be the County of San Diego in the State of California.

42. INVALIDITY OF ANY PARAGRAPH

Should any portion of these policies and procedures, of the Sales Associates Application and Agreement, or any other instruments referred to herein or issued by the company be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

43. NOTICES TO HEALTHY COFFEE USA, INC.

Any notice to **Healthy Coffee USA, Inc.** should be sent to the corporate office at :

1451 Quail St., Suite 204, Newport Beach, CA 92660 ATT:
Operations