



ValueNet
Global.com

Policies & Procedures



MISSION STATEMENT

THE VISION

If you haven't already done so, please read the "[Vision Letter](#)" by our Founder, J. Albert Sweeney II. In this "open letter" he lays out the vision and mission for the BigCoop.com as individuals join hands around the world to create a grass-roots network of dedicated disciples for change.

Our mission is to utilize new technologies in creating new opportunities, applied with traditional values. We call it "High-Tech, Soft-Touch."

It is our mission to open a new world of cooperative commerce to all people, providing the best in quality, the most varied in products and the very best in value.

Whether brand name products from leading merchants in the United States, the bazaars of the Middle East, the European and Far East markets or from the artisans throughout the world, it is our mission to provide the world with value.



Introduction

WELCOME

As a new Independent Business Associate and Licensed E-com Operator you are welcomed to the world of international commerce. By joining ValueNetGlobal.com, the referral marketing division of BigCoop.com, you have placed yourself in front of an opportunity that will, if you are willing to work, provide you with the potential for financial comfort, continuing education and great personal growth – a business that will be a part of the global economy.

THE COMPANY

Recognizing major trends in how, why and where commerce will be conducted in the new millennium, the BigCoop.com has positioned itself to revolutionize the way traditional business has been conducted.

Through a marriage of tying the entrepreneurial spirit of most individuals to a traditional business model, BigCoop.com, through its marketing arm ValueNetGlobal.com, provides a level playing field for anyone wishing to participate – be it in the Steppes of Russia, the Savannahs of Africa or on Fifth Avenue in New York City.

Using a small portion of traditional network marketing – individual enthusiasm combined with traditional business models and implemented through viral marketing tactics – BigCoop.com through ValueNetGlobal.com is quickly spreading throughout the world.

The emphasis is and always will be on providing the consumer with Value-Based Commerce versus the traditional networking model of generating income by addition of new associates and shoppers.

In all instances the Company's strategy has been first to connect business to consumer; then business to business and finally, consumer to consumer.

Utilizing revolutionary communications products and personal contacts, each individual joining the company has the opportunity to find distinctive business partners and products.

In the world of e-commerce, customers are the name of the game. The company's emphasis will always be on the acquisition of customers through the development of trust...customers who soon will learn that the Company is the only place to shop for quality, selection, security and complete satisfaction.



MANAGEMENT

The goal of the company is to maximize this innovative opportunity and help create successful businesses for our ValueNetGlobal.com Licensed E-Com Operators. Our aim is to “impress you” with our technology, foresight and old-fashioned service, not just fancy offices.

As the BigCoop.com is an international company, merely headquartered in the United States, our management team can be recruited from anywhere in the world. As an Internet Technology company we conduct our business on the cutting-edge of communication and management techniques.

From the far corners of cyberspace ValueNetGlobal.com conducts business – utilizing the latest technology for video and audio conferencing, message boarding, and much more. Our Associate Services personnel may live anywhere in the world, yet be as close as your keyboard 24-hours a day.

MANAGEMENT TEAM

J. Albert Sweeney II, Founder and CEO

J Albert Sweeney II, for the past five years has worked to develop value-based E-commerce, creating the architecture for a complete E-commerce small business solution product. He has directed development of the finished product, created a marketing plan for international expansion, established supplier/vendor relations and created an international network of independent business associates to assure rapid expansion of BigCoop.com's operations.

With 20 years marketing and management experience plus six years of extensive Internet e-commerce experience, he previously served as President and CEO of Innovative Technologies International (ITI), Executive VP of The Environmental Network, and Co-chairman and COO of PriceNetUSA.com.

In 1982, with a sales organization of 20,000+ direct sales independent representatives, Mr. Sweeney commenced learning computer science to provide real-time information and motivation to the field. He authored *A Shortcut to Financial Freedom* in 1983 and since then has virtually lived with emerging Internet technology, developing a proficiency beyond that found in a senior executive. He is most knowledgeable in EDI, database systems (SQL), web site design (HTML, DHTML, ASP, VISUAL Interdev, XML), email management, electronic marketing and promotion techniques.

He is a graduate of Southern Adventist University, Collegedale, Tennessee.

Philip S. McAlister, President

With a broad background in marketing, operations, sales, finance and technology, Mr. McAlister is responsible for oversight and development of ValueNetGlobal.com. He started his management career with Fulton National Bank, Atlanta, GA and subsequently was recruited by Chevron Oil where he was responsible for allocation of petroleum products for the transportation, healthcare, industrial and retail markets during the 1970s oil embargo.

A one-time stockbroker, Mr. McAlister became a Partner at Essex Company, an Investment Banking firm specializing in industrial revenue bond financing, and was involved in multi-million dollar funding projects for Abbott Laboratories, Campbell Soup, Ralston Purina and Weyerhaeuser Corporation. In 1986 he was named President of Essex Financial Services.



After selling the firm to Integrated Resources and retiring to Florida, McAlister met Mr. Sweeney and joined Innovative Technologies International as Executive Vice President and COO. He later became VP, Sales and Marketing for Technology Research Corporation and was responsible for the firm's Consumer Products Division until rejoining Mr. Sweeney at the BigCoop.com. in May, 2000.

An alumni of Clemson University, he has also been deeply involved in civic organizations and service.

Luke Lauer, Director of Merchant Services

Luke accepted his present position at the BigCoop.com in August, 2000 and moved to Riverside from Tampa, Florida where he was employed in a similar position at famed Home Shopping Network.

"Having been raised in Southern California it was good to return home and it was especially good to have such an awesome reason to move back. The BigCo-op/ValueNetGlobal.com concept is today where Home Shopping Network was twenty years ago. Many millionaires were created through HSN's "first to market" concept, and I'm certain many more will be created here," Luke says.

Luke has been instrumental in developing a powerful system for identifying and enlisting new Affiliated Merchants from existing online retailer bases. Currently there are over 2200 major merchants signed for the new BigCoop.com site.

Richard Hickey, Director of Online Training

Owner of an architectural consulting firm with 16 years extensive business experience, five years ago Mr. Hickey was quick to recognize the impact Internet commerce would have on the manner in which business is conducted. He began research on marketing methods and how to utilize emerging technologies to create marketing systems that allow people to experience extraordinary results with a minimum of experience.

He holds a Master's Degree in Education and Counseling and brings a natural teaching style to technical areas of computer expertise and Internet marketing. Using simple and direct lessons, he has taught hundreds of people how to market and prosper with their online business.

An active civic leader in Redlands, CA, he is Chairman of the Board of the Redlands Corps of the Salvation Army, past board member of the YMCA, board member of the Redlands Educational Partnership and recipient of the Kiwanis Man of the Year Award.



DIRECTORS AND ADVISORS:

Helge Naarstad, Director

At age 29, Mr. Naarstad was named president of the Scandinavian tour company, Tjaereborg – the youngest president in the firm’s history. Subsequently, as President of the Norwegian Cruise Line, he oversaw transformation of the legendary SS France to the SS Norway, later embarking on development of his own projects, the Sea Goddess I and Sea Goddess II, that redefined luxury at sea and remain two of the best rated ships in service. The past three years he has been instrumental in developing the ResidenSea Project – floating condominiums.

He has owned and operated a Norwegian tour operator company, hotels, a wholesaler of health products, a travel agency, shipping company, small industrial manufacturing company and a discounting/factoring firm.

He has served as a consultant to Yugoslavia for tourism development in Dubrovnik, an English golf resort, a Colombian cruise project and the Cunard Line.

He hold a B.A. degree from the Oslo School of Marketing, Norway and a B.S. degree from Teknikum Gothenberg, and an MBA from the Stockholm School of Economy, both in Sweden.

Vijay Alim, Advisor

Mr. Alim is Founder and President of Central Technologies, Inc. and Central Software Services, Inc. Central Technologies has released several versions of the Versa Pro Accounting software, including a recent 32-bit Windows accounting and payroll product. The company received the U.S. Chamber of Commerce Blue Chip Award in 1996.

He previously worked for Security Pacific Bank, managing the bank’s electronic banking activities and software company acquisition efforts. Prior to that he held positions with TRW, Burroughs Corporation and Young and Rubicam. He also has been instrumental in raising equity capital, and advising companies on marketing and strategic issues.

He holds a Bachelors degree in Electrical Engineering from BITS in India and a Masters from the University of Michigan.

David L. Hankin, Advisor

Mr. Hankin is the Founder and President of the Digital Coast Roundtable, an invitation-only think tank comprised of top Southern California new media and Internet CEOs. He has served as CEO of Hyundai Internet Technologies’ Animalhouse.com and as VP of Business Affairs for Sony Online Entertainment.

He also is a pioneering new media and Internet attorney, having served with Brown Raysman Millstein Felder and Steiner and as a partner of Chrystie & Berle. He is a member of the Board of Advisors of EC2, the University of Southern California’s New Media incubator.

THE PRODUCT

In a few words, the product is solutions for conducting commerce (buying AND selling) via the Internet. Whether it involves Business-to-Business (B2B) as in small to medium size businesses conducting business among themselves on a global scale, or Business-to-Consumer (B2C) as in either one of the BigCoop.com's hundreds of major online retailers or thousands of small independent businesses marketing their products or services to the end-consumer, "total global commerce" is what the BigCo-op is all about. We put the buyer together with the seller. BigCo-op, in other words is the facilitator of business via the Internet. The uniqueness of our concept and our product is in its approach – that of "cooperative commerce" vs. "competitive marketing". We represent both – the buyer and the seller.

The BigCoop.com and ValueNetGlobal.com have entered the worldwide arena of commerce via introduction of its unique business plan. Times and trends are rapidly changing and the company is on the crest of the wave sweeping throughout the world – how we shop, how we conduct business to business and how we live our lives.

Each of ValueNetGlobal's Independent Business Associates is given the opportunity to participate on that playing field and to bring products to the marketplace "placing them on the shelves" of the BigCoop.com.

In this two-pronged effort, the BigCoop.com not only has achieved a strong presence in the United States, but also by virtue of being an Internet E-Commerce company, has established a strong footing in many of the world's nations.

PRICING STRATEGY

Value is the name of the game at the BigCoop.com. All of the company's products and services are priced for immediate recognition of value. The objective is to bring unique, high-quality products and services to the market through our Independent Business Associates, backed by the power of word-of-mouth advertising and mass media. Pricing of products offered by our merchants via the BigCoop.com often, but not necessarily, will be found well below that in the local marketplace.

In addition, the goal is to make the purchase of these products easier than either the business owner or his/her customer previously has experienced.



THE OPPORTUNITY

For those of you who have joined us, or those considering the opportunity, no matter who you are or where you are located, you can participate in worldwide commerce.

The wonder of the Internet is that it knows no boundaries, be they economic or geographic. Everyone willing to put a shoulder to the wheel is welcomed to the level playing field of our business.

Depending upon your needs, your contacts and the level of your desired approach to e-commerce, there are several ways to commence your enterprise.

They are as follows:

REFERRING MEMBER

No cost

Allows you to shop, send customers to BigCoop.com and retail our entire product line.

Earn rebates on your personal purchases and commissions on those you personally refer to BigCoop.com, and additionally, commissions on those they personally refer.

E-COM OPERATOR

You receive a special **E-COM OPERATOR License** which tracks all purchases made in the BigCoop by you, your sales organization and your Shopping Network.

You are provided access to additional online training and information on the online Referral Calculation and Administration (RCA) System, a 21st century personalized online office for the purpose of recruiting, training, communicating, accessing information and decision making.

POSITIONS

There are three ways to register with ValueNetGlobal.com. They are as follows:

SHOPPER: This is a person who has been directed to BigCoop.com using a Referring Member's identification number. There is no charge to register. Once having registered as a Shopper one time and selecting his or her user name and password, the Shopper has entry into the portal for life and will always be the Referring Member's "customer".

REFERRING MEMBER: A Referring Member is the person who not only wishes to shop, but also is willing to recommend BigCoop.com to family and friends, thereby receiving Rebates and Rewards.

Again, there is no charge to register as a Referring Member.

LICENSED E-COM OPERATOR: An ECO is an associate who elects to purchase an E-Commerce Operator's License for \$495 and acquires four (4) customers for the BigCoop.com in order to maximize his or her earning potential by participating in all of ValueNetGlobal.com's present and future e-commerce activities.



The \$495 is a one-time fee and allows the person to invite others to enter into the ValueNetGlobal.com enterprise. In doing so, he or she earns bonuses for building a strong team of participants, all of whom are in the business of acquiring customers for BigCoop.com. Based on adherence to the Compensation Plan, the Licensed ECO will “cycle” (see definitions). The numbers of cycles elevates the person to Directorships and increased income potential.

See compensation plan for a full explanation.

The following titles are attained through your effort and your team’s activity within the ValueNetGlobal.com business structure.

THE DIRECTORSHIPS (See Comensation Plan):

AREA DIRECTOR: Once the ECO has cycled five times and acquired five (5) ECOs and a total of nine (9) Members (shoppers), he or she has achieved the status of Area Director. See compensation plan.

REGIONAL DIRECTOR: Once the ECO has cycled twenty (20) times and acquired ten (10) ECOs and a total of fourteen (14) Members (shoppers), he or she has achieved the status of Regional Director. See compensation plan.

NATIONAL DIRECTOR: Once the ECO has cycled fifty (50) times and acquired fifteen (15) ECOs and a total of nineteen (19) Members (shoppers), he or she has achieved the status of National Director. See compensation plan.

GLOBAL DIRECTOR: Once the ECO has cycled one hundred (100) times and acquired twenty (20) ECOs and a total of twenty four (24) Members (shoppers), he or she has achieved the status of Global Director. See compensation plan.

NOTE: Once an ECO attains a titled position, the title is permanent.



ValueNetGlobal.com

POLICIES AND PROCEDURES

WHAT WE EXPECT FROM YOU

You are expected to conduct yourself in an honorable and ethical manner at all times; to partner with the company and with your business associates, giving them training and support.

Please familiarize yourself with the compensation program, terms and definitions and the Policies and Procedures.

Finally, because ValueNetGlobal.com is an E-Commerce marketing company, you are expected to conduct your business via the Internet and to have some knowledge of computers.

WHAT YOU MAY EXPECT FROM US

The Company and its Management pledges to conduct business fairly and ethically and to provide you with the best in cutting edge technology. We seek to grow as a cohesive organization that offers a unique opportunity, the possibility of financial and personal freedom and personal growth for all people. We believe that a world in which all persons are better fed, are given the dignity of their personhood, who have an opportunity to attain higher education and to participate in world commerce, is a better world to live in.

In all instances, the BigCoop.com and ValueNetGlobal.com has endeavored to comply with the laws of the countries in which the company maintains a presence.

DEFINITIONS

ABBREVIATIONS & DEFINITIONS

AD: Area Director

ECO: A Licensed E-Com Operator

Associate: Independent Business Associate

Personal Group: A person's Personal Group is determined by the position one holds in the Compensation Plan (Area Director, Regional Director, Etc)

POSITIONS:

E-COM – Entry Level

AD – Area Director

RD – Regional Director

ND – National Director

GD – Global Director

Profit Center: A Profit Center refers to all the shopping members who are attached to a given Referral Number.

Referral Number: This is the special tracking number given every Member. A new shopper in BigCoop.com uses this number when they first enroll for their free shopping membership.

RS: Revenue Sharing

RSV: Revenue Sharing Value – Equal to 50% of commission received by the BigCo-op from its suppliers, vendors and affiliates.

BigCoop.com (Shopper's Co-op): This is the company's main shopping site.

VS: Value Suite

VV: Virtual Vendor



INDEPENDENT BUSINESS ASSOCIATE (IBA): A person or legal entity authorized to participate in the ValueNetGlobal.com program and compensation plan. IBA is a term that refers to all authorized associates, either as individuals or as other legal entities, such as, but not limited to, partnerships, corporations and limited liability companies, regardless of their rank or position attained in the program.

QUALIFIED ASSOCIATE: An E-Com Operator who has submitted an Application and has been approved, met the requirements and achieved the positions of Qualified Associate.

OFFICE OF ASSOCIATE SERVICES: The Associate Services Office is part of ValueNetGlobal.com's Marketing Department and is available for inquiries regarding products, the compensation plan, order-related questions, Associate Relations and corporate policy.

REVENUE SHARING BONUS: These Bonuses are paid to the Associates on the basis of their Qualified Positions.

COMPANY: BigCoop.com and ValueNetGlobal.com and the term "Company" are used throughout these Policies and Procedures. ValueNetGlobal.com is the marketing arm of BigCoop.com.

ORGANIZATION: All Independent Business Associates sponsored by you, regardless of rank or status in the Compensation Plan.

RETAIL SALE: A retail sale to the ultimate consumer is a sale of ValueNetGlobal.com proprietary products such as the ECO License, the Value Suites, the Virtual Vendor package, Long Distance Service, ISP, Travel Program or any of the options surrounding these.

ENROLLING AND REFERRING NEW ASSOCIATES: An Associate who officially enrolls another Associate in the ValueNetGlobal.com business is responsible for ensuring that the new Associate gets a "good start" toward success.

A "good start" is defined as follows:

Review of all Company literature, including the Policies and Procedures plus the Company's business strategy.

Set up site for new Associate (or he/she may elect to enter information) on Internet and familiarize person with all the Company sites.

Review all Internet meeting and training schedules.

Review the basics of the business, how to complete forms and how to understand the compensation plan, but mostly how to get "plugged in". It is the company's job to do most of the trainings, motivating and support, but it will only happen if you, the referring member, familiarize your new Associate with the entire Company system.

As an Associate you agree to forward sales information (applications and order forms) to the company within a 72-hour period.

TRAINING AND SUPERVISING DUTIES: As an Associate you agree to employ yourself in working the business, leading customers to our sites and to train and supervise those whom you have enrolled. Examples of such supervision may include, but are not limited to: Newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to our training seminars and sharing genealogy information with those enrolled.



SUGGESTED RETAIL PRICE: This is the Company's recommended retail price for proprietary products.

SUPPORT TEAM: All Directors and Associates above a particular Associate in the line of enrollment, from that individual all the way up to the Company.

CHANGE OF ADDRESS: Independent Business Associates must immediately report any change of address by entering new information through his/her web page or by sending written notice to the Company. If requested by the Company, Associate must furnish proof of identity (copy of Driver's license, etc.). For security purposes, address changes may not be made by telephone.

CANCELLATION OF ASSOCIATE AGREEMENT: The Independent Business Associate Agreement may be canceled at any time, for any reason, by an Associate notifying the Company in writing via Certified letter of the election to cancel.

Upon receipt of the cancellation notice, all rights to rebates, bonuses, leadership position and discount purchases cease, and the Associate is no longer entitled to advertise, sell or promote the business opportunity or any products or services of the Company.

The resigning Associate will not be eligible to be re-enrolled as an Associate, either as an individual or as a member of a partnership, nor have any interest in a corporation within one year of the date of cancellation.

COMPANIES, PARTNERSHIPS AND CORPORATIONS: Every Associate, whether enrolled as a company, dba, corporation or partnership, must have a Social Security Number, a Federal Identification Number, or other identifying number common in the new Associate's country. These forms of identification (numbers) are to be submitted with the Associate Application.

A change may be made from individual to either partnership or corporation, or from partnership or corporation to individual, upon written approval by the Company. Interests in corporations or partnerships preclude an Associate from interest in any other Associate position. (No double dipping)

Any other supportive documentation requested by the Company must promptly be submitted.

CORRESPONDENCE: To ensure promptness and proper execution of any requests to the Company, an Associate should include his or her Identification Number on all correspondence with the Company and send to the attention of the appropriate person or department.

All written communications must be mailed to the corporate offices:

ValueNetGlobal.com
Attn: Associate Services
3666 University Avenue
Riverside, California 92501

CONFIDENTIAL COMMITMENT: The Associate agrees that genealogies and sales information is proprietary and confidential to the Company and is transmitted to the Associate in confidence. The Associate agrees that he or she will not disclose this information to any third party directly or indirectly, and not use the information to compete with the Company directly or indirectly. The Associate and the Company agree that, apart from the benefit of the protection of this Agreement of Confidentiality and Nondisclosure, the Company would not provide the above confidential information to the Associate.

DEATH OF AN ASSOCIATE: Upon the death of an Associate, the right to bonuses and marketing position, together with Associate responsibilities, shall pass to the deceased Associate's legal heirs in interest upon written application and approval by the Company.

DIVORCE: Should a married couple divorce, the Company must be notified as to which party will assume ownership of the business as determined by agreement or by a court.

A change of ownership will not take place until the Company receives a copy of agreement or divorce documents.

Should a party now assuming ownership of the business desire to operate his/her new business, he/she may do so by submitting a new application to the Company at the time the divorce documentation is submitted. He/she will be entered as a new owner under the original sponsor.

ASSOCIATES' BUSINESS PROCEDURES: Since Associates are independent contractors, the Company does not dictate selling methods, specific hours, effort levels and business procedures, other than those required for Associate/Company interaction.

The terms Associate, Licensed E-Com Operator, Director or Member of Associate Council are in no way to be construed as implying any employment relationship with BigCoop.com or ValueNetGlobal.com. They are marketing terms used solely as descriptive of status as independent contractors as provided for in the terms of this agreement. Furthermore, as an Associate you shall at all times remain as an independent contractor and not as an employee, agent, representative, franchisee or joint venture partner with the Company, and as such, you may not create or incur any liability and/or obligation of any kind on behalf of the Company.



As an Independent Business Associate, you agree to hold the Company harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred as a result of unauthorized representations, acts and/or omissions in connection with your activities as an Associate. You further understand that no franchise fee has been paid or is owned, and that you are not acquiring any interest in a security.

APPLICATION FOR INDEPENDENT BUSINESS ASSOCIATE POSITION: New Associates apply for acceptance into the Company's program by submitting an Application and Agreement Form via the Internet or in written form.

The Company reserves the right to accept or reject any applicant.

All completed Application and Agreement Forms must be sent to the Company immediately to prevent administrative, commission and shipping errors.



Upon acceptance of the Application and Agreement, the applicant is appointed to the position of Independent Business Associate for a period of one year, at which time the Associate will be asked to renew his or her position for a period of one (1) year. Applicants must be of legal age (usually 18) in the state in which they reside, unless a person of legal age co-signs with the applicant.

ASSOCIATE IDENTIFICATION NUMBER: The Associate Identification Number (ID#) is assigned at the instant your application is processed online. (Via the Internet)

The use of fraudulent Social Security or Federal Identification Numbers is a crime and is prohibited by federal law. Said practice will constitute grounds for termination by the Company and possible legal action by local, state or federal authorities.

NOTE: Your Associate ID# also serves as your BigCoop.com Referral Number

INDEPENDENT CONTRACTOR: Associates are independent contractors and are not employees or agents of the Company. Associates must not imply or represent employment or agency relationships in any manner, including through verbal representations, printed material or deceptive action.

An Associate may not use the Company's name on any written forms or documents (e.g. stationery, bank accounts, business signs) without the words "Independent Business Associate" posted before or after his or her name. The words "Independent Business Associate" must be in a type size equal to, or no smaller than two points less than, that used for the displaying of the person's name. This prohibition includes use in any form of the BigCoop.com or ValueNetGlobal.com, etc as individual, partnership, dba or corporation email addresses.

PRODUCT RETURN POLICY: Product returns are in accordance with the return policies of the individual vendors, affiliates and suppliers. Each vendor is required to post such policies.

LICENSES AND EXPENSES: Each Associate is solely responsible for obtaining any and all licenses required by law to operate as an independent contractor in his locality. Further, each Associate is responsible for any and all expenses incurred in the operation of his/her business.

MONEY BACK GUARANTEE TO NEW ASSOCIATES: The Company will deal courteously and quickly with any request for refunds from Associates. The Company's products are optional purchases, and as such carry a 72-hour money back guarantee. We strongly recommend that you only buy what you want. We do not allow front-end loading, or the buying of positions.

NON-COMMISSION ITEMS: Commission will not be paid on renewal fees, training seminars (unless otherwise noted), business materials or sales aids.

PROMOTIONAL EVENTS: In general, Associates are allowed to participate in any kind of promotional event. The use of trade shows, fairs and exhibition booths in general is approved and encouraged, provided they are conducted within these guidelines:

Only BigCoop.com and/or ValueNetGlobal.com products may be displayed or sold at any booth exhibiting the Company's products, logos, trademarks or slogans.

Only approved signs and banners may be used.

Any and all literature (flyers, brochures, etc) used as handouts, must be approved by the Company.

Associates may not display Company products and/or literature alongside products and/or literature of other companies. Adherence to these guidelines will protect and uphold the quality of the Company's trade names.

In summation, all advertising, promotional materials, electronic communication and/or any media exposure containing the corporate name BigCo-op, Inc., BigCoop.com, ValueNetGlobal.com or any variations thereof must first be approved in writing by the Company. **All private and/or personal written promotional and/or training materials must clearly indicate "NOT OFFICIAL LITERATURE of the BigCoop.com or ValueNetGlobal.com"**

Furthermore, under no circumstances shall any Associate print Company's trade names or logos on his or her personal and/or business checks, cards or stationery, nor may they represent themselves as being anything other than an "Independent Business Associate" of the Company.

PROMOTIONS TO ASSOCIATE'S ORGANIZATION: Because of the fiduciary relationship an Associate has with the Company and those within this organization, any promotion of other programs, events, products or opportunities, whether related to direct marketing, direct sales, multi-level marketing or any other type enterprise, is strictly forbidden. This includes, but is not limited to lead generation programs, long distance discount programs and "down-line building clubs".

RENEWALS: The term of the Independent Business Associate Agreement, hereinafter referred to as the "Agreement" is for the term of one (1) year from the date of Application by the Associate.

Upon expiration of this Agreement, the Associate will be given the option of renewing his or her position with the Company. Should he or she elect to renew, there is a non-refundable membership fee of \$25 (twenty five dollars). This membership fee allows the Associate access to the Associate Services Department and other Company communication departments and services. Associates will automatically be billed the non-refundable amount of \$25, an annual fee which will be due and payable within 15 (fifteen) days of billing. Non-payment of the fee will result in cancellation of the Associate's position.



The Company does not seek to profit from this fee, but only endeavors to cover some of the costs of continued communication with its force of Independent Business Associates.

RETAIL SALES: The Company's business is built upon retail sales to the ultimate consumer. The Company recognizes that Associates may wish to purchase products from the Company in reasonable amounts for their own personal consumption. For this reason, the Company will recognize as a retail sale, purchases made by Associates for personal or family use in reasonable amounts.

RIGHT TO SELL: An Associate's privileges include the right to sell the Company's products, participate in the Compensation Plan, and attend Company sponsored meetings, if the Associate meets the terms of the invitation to those meetings (e.g. sales achievement level, fees, etc.).

SALE OF ASSOCIATE POSITION: Associates may not sell, assign or otherwise transfer their position, or other rights without written application and approval by the Company. The potential buyer must be at an equivalent or higher rank as the selling Associate, or have been an Associate for a period of at least one (1) year prior to the sale.

An Associate who sells his position shall not be eligible to re-qualify as an Associate for a period of at least one (1) year after the sale. The Company reserves the right to review the sale agreement, and must approve the sale before the agreement is final.

IMPORTANT NOTE: There are no refunds made for products and/or sales aids when an Associate position is sold. If the Associate selling the position does not want to keep those items, they should be sold to the purchasing Associate as part of the position.

Further requirements regarding the possible sale or transfer of an Associate position are available upon request from the Associate Services Office. The Company reserves the right to approve or disapprove any sale or transfer of a position.

TAXES: Applicable state and local sales tax must be added to every retail sale (when and where required). Associates are responsible for all taxes on income received from the Company, and for any and all other taxes, licenses and fees, including Social Security and unemployment taxes, unless the Company has established written procedures which specify otherwise. The Company will collect and remit state sales tax on products, unless a copy of the Associate's Retail Tax Certificate and any other required documentation is on file with the company. Associates are responsible for all other taxes. Until retail Tax Certificate and any other required documentation is received, the Company will charge sales tax. The tax collected shall not be refundable, but shall be submitted to the proper taxing authority.

The Associate is a self-employed independent contractor. The Company does not deduct any personal taxes from commission checks. At the end of the calendar year, the Company is obliged by law to provide the Independent Business Associate and the Internal Revenue Service (IRS) with a Form 1099 reporting the Associate's income from the Company.

In summation, it shall be the responsibility of the Associate to maintain all sales records, as well as records of personal income and expenses, and to report them at his or her own expense as may be required by Federal or state law. Furthermore, he or she is personally responsible for remitting any local state, provincial and/or Federal taxes due on earnings. Associates are also personally responsible for collecting, and remitting, any and all sales taxes, goods and services taxes, and/or value-added taxes, and for obtaining any government licensing, filing and/or registration, and paying any related fees as applicable.

Special Note: As we are a global company, it must be kept in mind that we endeavor to comply with any and all laws relating to the individual countries in which our Associates conduct business. For that reason, some of the above policies may not apply to your individual case.

TERMINATION BY COMPANY: The Company reserves the right to terminate any Associate at any time, or suspend said Associate for a probationary period, if it is determined that the Associate has violated the provisions of the Associate Agreement, including the provision of this Business Associate's Manual's Policies and Procedures section as they may be amended, or has demonstrated flagrant disregard for the ethics of the Company, or the provisions of applicable laws and standards of fair dealing.

Upon such termination, the Company shall notify the Associate by certified mail at the latest address listed with the Company. The terminated Associate agrees to immediately cease representing him or herself as an Independent Business Associate of the Company.



Where applicable, if upon termination of an Associate, state law is inconsistent with the Company's policies, such state law shall be in force.

If the Associate wishes to appeal the termination, the Company must receive the appeal in writing via Certified or Registered Mail, within fifteen (15) days from the date of delivery of the termination letter. If the appeal is not received within the 15 days period, the termination will be deemed final.

If an Associate files a timely appeal of termination, the Company will review and reconsider the termination, consider any other appropriate action, and notify the Associate of its decision. This decision will be final and subject to no further review.

In the event the termination is not rescinded, the termination will be effective as of the date of the Company's original termination notice. In the case of any joint or company registration, such registration shall lapse and terminate if any party to such registration is in breach of the obligations and restrictions of the Business Manual or Policies and Procedures.

Upon termination of an Associate's position, all rights to commissions, leadership position and wholesale purchases cease.



PROHIBITED PRACTICES

DUPLICATION OF COMPANY MATERIALS: It is unlawful to duplicate any materials produced by the Company without express written permission. This includes, but is not limited to, any printed matter (brochures, flyers, newsletters, magazines, forms, etc.) audiotapes, videos, conference calls, voice mail messages or anything produced by the Company for the purposes of promotion, training and mass communication.

Duplication of the above-listed material will constitute grounds for termination of the Associate position, and compensation to the Company by the Associate for damages caused due to infringement of copyright protection.

USE OF COMPANY NAME(S): Any use of the Company's names or trademarks, such as ValueNetUSA, ValueNetGlobal or BigCoop, or any derivative thereof, in part or in whole, is strictly forbidden. As an example, you may not use the Company's name(s) or derivatives thereof in Internet domain addresses, such as www.bigcoop.to or www.valuenetglobal.tv etc., nor in email addresses such as valuenetglobal@earthlink.com or bigcoop@aol.com. Any use of said names will be subject to legal action and BigCo-op, Inc. may seek damages and legal expenses for said use.

FALSE AND MISLEADING CLAIMS: False and misleading claims by Associates with regard to their income, organizational size and product benefits will not be tolerated and are grounds for termination of the Associate position. Associates are discouraged from the practice of "showing checks" and printouts for the purpose of recruiting. The Company is committed to the long-term success of both the Company and the Associate force, and therefore does not see the need for these "short-term" practices.

Associates understand that a direct selling system such as the Company's E-commerce program is a highly-competitive business subject to all risks associated with any business venture, and that the Company makes no guarantees or assurances whatsoever regarding any income or loss which may result for the activities of the Independent Business Associates.

Furthermore, Associates agree that they will make no representation to others that their participation as an Associate will be a source of guaranteed income, profit or success.

FRANCHISES: There are no Company franchises or exclusive territories within the United States, its territories or in any country in which the Company does business. No Associate can represent in any manner that a territory or franchise exists or can be sold as part of the Company's program.

PROMOTIONS TO OTHER ASSOCIATES: Because of the fiduciary relationship an Associate has with the Company and those within his or her organization, any promotion of other programs, events, products or opportunities, whether multi-level marketing-related or not, is strictly forbidden.

PROTECTED MATERIALS: Unless prior written approval has been given by the Company, Associates may not produce, promote or use any copyrighted or otherwise protected materials describing or containing the Company's names, programs, products or trademarks. Any unauthorized duplication of the Company's copyrighted material (brochures, audio and video cassettes, etc.) will be grounds for termination and prosecution.

PROHIBITED ENROLLMENT – CROSS ENROLLMENT: When an Associate enrolls another Associate, there is a special relationship that exists between the two. The enrolling Associate invests money, time and energy in training and aiding the success of those he or she enrolls. Consequently, the Company maintains it is the Company's responsibility to protect that relationship and does so by having a strict policy against "cross-enrolling".

Cross-enrolling is defined as enrolling any Associate other than a personally-enrolled Associate into any other networking or direct sales-type company. Cross enrolling of Associates is strictly forbidden and is grounds for termination at the Company's discretion. Cross-enrolling also includes engaging in any activity that causes, or is reasonably likely to cause, cross-enrolling.

PROHIBITED ENROLLMENT – OTHER COMPANIES: No Associate shall, with another Associate's directly-enrolled Associate, engage in promotion or recruiting activities relating to other companies. As all Associates are independent contractors, the Company imposes no restrictions on participation or sales activities in other businesses or programs. However, the Company does strictly prohibit any recruiting or sales activities for other companies at or around functions sponsored by the Company or its Independent Business Associates.

PROHIBITED ENROLLMENT – PIRATING: Pirating is defined as enrolling a prospect when it is clear that someone else who has made prior contact is attempting to enroll that prospect. An example is enrolling someone at a meeting, knowing that the prospect was sent or invited to the meeting by another Associate. The Associate who first invited the prospect should be allowed ten days in which to follow-up and enroll the prospect. The new prospect, however, has the ultimate right to choose his/her enrolling Associate.

A secondary form of pirating would be the practice of inviting or encouraging Associates to let their existing position "die" and start a new position under another Associate. This practice is totally outside the philosophy of the Company's standards of good business ethics and will not be tolerated.



UNLAWFUL PRACTICES

Independent Business Associates must not engage in any unlawful practices, and agree to indemnify and hold the Company harmless of any and all such practices.

At all times, the Associate shall remain as an independent contractor and not as an employee, agent, representative, franchisee or joint venture partner with the Company, and as such may not create or incur any liability and/or obligation of any kind on behalf of the Company.

Furthermore, Associates agree to hold the Company harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business, incurred as a result of unauthorized representations, acts and/or omissions in connection with activities as an Associate.

TELEPHONE SOLICITATION: Company's name or copyrighted materials may not be used in presentations made with automatic calling devices or "boiler room" operations to solicit new Associates or retail customers.

FEDERAL AND STATE REGULATORY AGENCIES: Federal and state regulatory agencies do not approve, nor do they endorse, direct selling programs. Therefore, Associates may not represent that the Company's program has been approved or endorsed by any governmental agency.

No Attorney General or other regulatory authority ever endorses or approves any product, compensation plan, sales program or company, and no statements or guarantees to the contrary are ever to be made by an Associate.

ATTORNEY GENERAL: It is not lawful for any Attorney General to endorse or approve any organization's commission plan or company. Any statement to this effect, or any allusion to the fact that a plan has been sent and no answer received, implying tacit approval, is clearly unlawful and unauthorized.

TELEPHONE ANSWERING: The Company prohibits Associates from answering the telephone in any manner that would give callers a reason to believe that they have reached the corporate offices of the Company.

ENROLLING POLICIES

ASSOCIATE ENROLLING: All Associates in good standing may sponsor and have the right to enroll others anywhere within the United States and its territories and countries where the Company has established or anticipates conducting business in the near and foreseeable future, and where certified funds in U.S. currency can be obtained.

Associates should bear in mind the Company's requirements to support those enrolled. However, each person has the ultimate right to choose his or her own enrolling Associate.





If two Associates should claim to be enrolling the same person, the Company will acknowledge the first signed and complete application received at Corporate Headquarters. There will be no exceptions to this rule.

TRAINING AND SUPERVISORY DUTIES: Associates who sponsor others must fulfill the obligation of performing a bona fide recruiting, selling and supervisory function in the sale or delivery of the Company's business to the new Associate. They also must train and supervise those they enroll, in keeping with the guidelines outlined in the Policies and Procedures Manual. Associates must have ongoing contact, communication and management supervision with their sales organization. Examples of such supervision may include, but are not limited to:

- Newsletters
- Written correspondence
- Personal meetings
- Telephone contact
- Electronic mail
- Voice mail
- Training sessions
- Accompanying individuals to training meetings and seminars
- Sharing appropriate genealogy information with those enrolled

Associates should be able to provide, semi-annually, evidence to the Company of ongoing fulfillment of these responsibilities. Failure to fulfill these duties may result in the loss of enrolling rights.

TRANSFER OF ENROLLMENT: The Company will not honor any request for the transfer of an Associate from one enrolling Associate to another. An Associate may resign and wait for one year and resubmit a new application to the Company, in which case his or her organization will flow upwards to the next Associate.

ADVERTISING AND PROMOTION POLICY

DUPLICATION OF COMPANY MATERIALS: It is unlawful to duplicate any materials produced by the Company without express written permission. This includes, but is not limited to, any printed matter (brochures, flyers, newsletters, magazines, forms, etc.), audiocassette tapes, CD's, videos, conference calls, voice mail messages, email or anything produced by the Company for the purpose of promotion, training and mass communication.

Duplication of the above-listed material will constitute grounds for termination of the Associate's relationship with the Company, and compensation to the Company by the Associate for damages caused due to infringement of copyright protection.

REPRODUCTIONS OF MATERIALS: No Associate may produce, promote or use materials of any kind describing the Company's names, programs and products, as well as trademarked, copyrighted, or otherwise-protected materials, if said materials are not obtained from or approved by the Company in writing prior to the Associate's production or use. This does not prevent Associates from producing motivational or instructional materials emphasizing techniques, provided such materials do not violate prohibitions against unauthorized representations. Associates will not use or appear on television, radio or other media to promote or discuss the Company, its products or its programs without prior written permission from the Company.

All media contacts will be referred to the Company's corporate office.



CLASSIFIED ADS: Associates may place classified ads in newspapers if they do not include the Company's names or trademarks, and if the ad follows the ethics of honesty and propriety.

NAME FORMAT FOR ASSOCIATE USE: Associates' use of any of the names commonly used by the Company is restricted to protect the Company's proprietary rights, ensuring that the protected names will not be lost or compromised by unauthorized use.

Contact the Office of Associate Services for examples of approved formats.

STATIONERY: All stationery (letterhead, envelopes and business cards) bearing Company's name or logo must be printed in accordance with the Company's standards of size, type style and print color.

PROMOTIONAL ITEMS: All promotional items – such as clothing, personal use items, and any items of any other nature which bear the Company's names or logos (to include all product names and logos) – must be purchased from the Company.

PHONE DIRECTORY: All Associates may list their name in the white or yellow pages of the telephone directory under the Associate's own name, followed by the words "Independent Business Associate".

Only Licensed E-Com Operators may place display ads using the Company approved Independent Business Associate logo and format in the yellow pages of the phone directory.

USE OF COMPANY NAMES: Any use of the Company's names or trademarks, such as ValueNetUSA, ValueNetGlobal or BigCo-op, or any derivative thereof, in part or in whole, is strictly forbidden. As an example, you may not use the Company's name(s) or derivatives thereof in Internet domain addresses, such as www.bigcoop.to or www.valuenetglobal.tv etc., nor in email addresses such as valuenetglobal@earthlink.com or bigcoop@aol.com. Any use of said names will be subject to legal action and BigCoop, Inc. may seek damages and legal expenses for said use.

NAME USE ON BUILDINGS AND VEHICLES: Use of the Company's names or logos on buildings, vehicles, etc., is permitted when in keeping with the following guidelines:

Such usage must always carry the phrase "Independent Business Associate" immediately following the name of the Associate, and in the same type style and size used for the Associate's name.

Sign usage must be according to the Company's instructions and using the Company's formats and/or materials only. Items bearing the Company's name(s) must be kept in visually attractive condition. The Company reserves the right to revoke usage rights on any sign that is not kept within the guidelines of the Policies and Procedures Manual.

DIRECT MAIL: Only materials that have been created by the Company or have the Company's written authorization may be used in direct-mail solicitation. Otherwise, direct-mail campaigns using the Company's name(s) or its product names are strictly prohibited.

VIOLATION OF ADVERTISING POLICIES: Violators of any of these rules relating to advertising the Company, symbol(s) and logo(s) may be required by the Company to correct the violations in whatever manner the Company deems necessary. Corrective measures are not limited to, but may include, disconnecting phone numbers without a referral, removing signs, canceling advertising, and destroying non-complying literature. Associate's position and rights may also be terminated, and offending Associates will be liable for any damages sustained by the Company, as well as any other penalties imposed through legal action.



Any violation, large or small, related to advertising, use of the Company's name(s), and other Advertising Section Policies must be referred directly to the Company for resolution.

INAPPROPRIATE CLAIMS OR STATEMENTS: Inappropriate claims or statements could inadvertently misrepresent our product or company. In the past, regulatory agencies such as the FDA (Food and Drug Administration) or the FTC (Federal Trade Commission) have insisted upon enforcement of terminations clauses for those who broke corporate policy through inappropriate use of logos, trade names and/or exaggerated claims.

JUDICIAL POLICIES

DISCIPLINARY COMMITTEE: The corporate office of the Company will appoint three (3) Independent Business Associates to serve anonymously for a six (6) month period as advisors to the Company on disciplinary matters. Each of these individuals must have met the following criteria:

Obtained the status of Area Director

Been active in the Company's business for a minimum of six months

Demonstrated a high level of understanding of the ethics of the Company and its Founder

The anonymity of these Persons is necessary in order to permit them to feely express their concerns and opinions regarding situations that may at times occur between Associates, and with regard to the ethical operation of the Company's business in the field. If the Company determines a Committee member has a conflict of interest, the Company, at its discretion, will replace him or her with an alternate.

These Associates will serve in this capacity without remuneration. All Committee members must be committed to the common good of both the Company and its Associate force. This Committee is not part of the Company management.

GOVERNING LAW: These rules are reasonable related to the laws of the State of California and shall be governed in all respects thereby. The exclusive forum for all disputes arising out of or relating to these Policies and Procedures, or of the Independent Business Associate Application and Terms and Conditions, or of any other instruments referred to herein or issued by the Company, shall be an appropriate state or federal court sitting in Riverside county in the state of California.

Should any portion be declared invalid by a court of competent jurisdiction, the balance of such rules, applications or instruments shall remain in full force and effect.

AMENDMENTS

PRICE CHANGE: The Company shall be entitled to change its prices at any time and without notice.

ALTER OR AMMEND: The Company expressly reserves the right to alter or amend policies, procedures, product availability and/or formulation, and the Compensation Plan.





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