

# The Great Discovery Policies and Procedures

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## 1) POLICIES AND PROCEDURES

- a) Six Sigma Social, Inc, DBA The Great Discovery, (hereinafter "Company,") is a direct selling company, specializing in education, training and learning materials, that promotes and provides its digital learning content, courses, certifications and other products and services to end user customers through a network of Independent Affiliates and Coaches (referred to hereinafter as an "Independent Affiliate" or an "IA").
- b) These Policies and Procedures, the Compensation Plan, the Independent Affiliate Application and Agreement and any country or situation-specific addendum(s) thereto, and any other written agreement between the Independent Affiliates and the Company, in their present forms and as amended from time to time, are by this reference incorporated into, and form an integral part of, what is collectively referred to as "the Contract."
- c) Each Independent Affiliate has the responsibility to read, understand and adhere to the Contract and ensure that he or she is aware of and operating under the most current version of the Contract. When sponsoring a new Independent Affiliate, both the Sponsoring IA and the online enrollment process shall direct the new IA to the most current version of the Contract prior to his or her execution of the Independent Affiliate Application and Agreement. By agreeing to the terms of the Independent Affiliate Application and Agreement or accepting Commissions from the Company, an IA demonstrates that he or she has read and understands and consents to abide and be bound by the Contract and any amendments thereto.
- d) The Company may amend any part of the Contract from time to time as laws and business circumstances change. Notice of any amendment will be published by the Company on its website or by email notification at least thirty (30) days before the change is made effective. It is the responsibility of all IAs and Coaches to regularly review the most recently published Contract, located in the IAs back office at [www.TheGreatDiscovery.com](http://www.TheGreatDiscovery.com). The Company will also provide a copy of its most current Contract upon the IA's request.
- e) Changes to Prices and Terms: The Company expressly reserves the right to alter or amend products, prices, Rules and Regulations, Policies and Procedures, Compensation Plan and product availability and compensation plan. Upon notification, in writing, such amendments are automatically incorporated as part of the Contract between the Company and the IA. Company communication of changes may include, but shall not be limited to mail, email, fax, posting on the Company website, publication in company newsletters or magazines, etc.

## 2) CODE OF ETHICS

- a) The Company has made a commitment to provide courses, coaching, products and services of the finest quality and backed with impeccable service. In turn, the Company expects its IAs (from time to time hereinafter referred to as "you" and "your") to reflect that image in their relationships with Customers, other Independent Affiliates, and the public at large. As an Independent Affiliate for the Company, it is to our mutual, long-term advantage to accord to the highest standards of integrity and fair practice in your role as an Independent Affiliate or Coach. The Company of Ethics, therefore, states:
  - i) As an Independent Affiliate or Independent Affiliate/Coach for The Great Discovery:
    - (1) I will to the best of my ability continually improve the health, wellbeing and prosperity of my Customers, other Independent Affiliates, Coaches, the Company and myself.
    - (2) I will conduct my IA business in an honest and ethical manner, in the best interests of the Customers and Company always.

- (3) I will make no representations (claims) regarding benefits associated with Company courses, coaching, products, or services other than those contained in officially approved corporate materials.
- (4) I will provide support, training and encouragement to all Customers, Independent Affiliates and Coaches (within my group or not) to ensure that their experience with the Company is a success.
- (5) I will refrain from making false financial claims and exaggerating my personal income.
- (6) I will not abuse the goodwill of my association with the Company to further or promote other business interests (particularly those which may be competitive to the Company).
- (7) I will not make disparaging remarks about the Company, its courses, coaching, products, officers, employees, Independent Affiliates and Coaches. Likewise, I will not willfully denigrate the activities or personalities of fellow Independent Affiliates or Coaches.
- (8) I will abide by all the Company's Policies and Procedures as included herein, and other terms of the Contract, as may be amended from time to time.
- (9) I understand that any violation of the above ethics may be subject to corrective action up to and including termination of my Independent Affiliate position.

### **3) BECOMING AN INDEPENDENT AFFILIATE**

- a) Who is an IA? An IA is an individual or legal entity who has completed an Independent Affiliate Application and Agreement, has accepted the terms of the Contract in its entirety, has been accepted by the Company as an IA, and has met and maintains the relative IA rank qualifications.
- b) Legal Age: All IAs, or individuals managing a legal entity that is an IA, must be the age of majority in the territory, state, province or country in which they distribute Company products and services.
- c) Independent Contractor Status: IAs are Independent Contractors and are not to be considered purchasers of a franchise or a distributorship. The agreement between the Company and its IAs does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the IAs. Each IA shall hold harmless the Company from any claims, damages or liabilities arising out of IA's business practices. IAs have no authority to bind the Company to any obligation. Each IA is encouraged to set up his\her own hours and to determine his\her own methods of sale, so long as he\she complies with the Policies and Procedures of the Company.
- d) Tax Responsibility. All IAs are responsible for paying any local, state, federal or other taxes due on earnings from commissions or bonuses or any other earnings generated as an Independent Contractor seller of Company products and services. If applicable, the Company will collect sales tax on behalf of sales made by the IA, then report and distribute applicable sales taxes to the taxing entity for the state in which the sale is made. IAs may apply for a waiver of this practice by submitting a copy of their sales and use tax number (and a statement that they are wholesale purchasers purchasing for resale) acquired through their local taxing authorities.
- e) Ownership Information Required for IA or Coach Status:
  - i) A person engaging as an IA within the United States of America, or its territories shall provide the Company with a valid Social Security Number or a Taxpayer Identification Number (TIN). No individual operating under a fictitious name and no partnership, corporation, limited liability company or other business entity may become a Company IA without submitting requested "Entity

Information” upon or following enrollment of proprietorship, corporation, Limited Liability Company (LLC), trust or partnership. The following Entity Information may be required:

- (1) Proprietorship: A certified copy of fictitious name filing must be submitted, plus a W-9 form.
  - (2) Corporation: Copies of articles of incorporation are required, including the page with state seals and notarization, plus a W-9 form.
  - (3) LLC: Copies of articles of organization are required, including the page with state seals and notarization, plus a W-9.
  - (4) Trust: A witnessed, or notarized Certificate of Trust Existence and Abstract of Trust is required. If Federal ID Number is to be used and is not noted in the Certificate, a IRS W-9 form is required.
  - (5) Partnership: To register as a partner, complete the partnership portion of the Entity Information form, along with all signatures that apply, plus a W-9 form.
- f) Entity Guarantee for Owners or Certain Managers: Although Company has offered IAs the opportunity to conduct the IA position as corporate, LLC, trust, partnership or other form of legal entities, it is agreed that since the IA position entity may be under the control of its owners, principals, managers or beneficiaries. The actions of such parties, as they may affect the Company and the IA position, are also critical to Company’s business. Therefore, it is agreed that actions of the ownership entity shareholders, members, officers, directors, trustees, beneficiaries, agents, employees or other related or interested parties and the actions of such parties, which are in contravention to Company’s policies shall be attributable to the corporation, LLC, trust, partnership or other legal entity.
- g) IAs Limited to One Business Center: Except where the Company inserts an “added business center” when an IA attains the Platinum Affiliate rank as provided in the Compensation Plan, an individual can have only one IA or Customer position in the Company. He/she may not own any other IA or Customer position, either individually or jointly, nor may he/she participate as a partner, owner, stockholder, trustee, director, or association member in more than one IA position, in any form, without the prior express written approval of the Company.
- h) Contract Term: The Contract is valid for the period of one (1) year from the date of enrollment. Each year after that, the Contract may be renewed by payment of the “at cost” Annual Affiliate Renewal Fee. Each Independent Affiliate must pay this fee when the Independent Affiliate status is required to be renewed. The purpose of this fee is to support each IA by providing them with materials, information and replicated websites on the Company’s courses, products, programs, Policies and Procedures, and related information.
- i) The IA expressly authorizes the Company to collect the annual Affiliate Renewal Fee using any payment method available, including charging any credit card on file for the IA or withholding from Commissions.
  - ii) An IA that fails to renew his Independent Affiliate position each year will – after a 30-day grace period - forfeit IA rights and agrees that his or her Independent Affiliate position may be converted to a Customer under the current Enroller. As a Customer, the position will no longer be eligible for commissions and bonuses.
- i) Non-Exclusive Territory: The authorization of an IA to exercise Independent Affiliate rights and operate an Independent Affiliate business hereunder does not include a grant of an exclusive franchise or territory to an IA, nor is an IA allowed to make such claims.

#### 4) BECOMING A COACH

- a) Who is a Coach? A Coach is an Active IA that has completed the courses, met and maintains the qualification requirements for one or more of the Coaching ranks. Coaches are an essential part of the Company business. It is an optional role for the committed IA that has the desire, aptitude, skills and abilities to help others improve their lives by working through and completing The Great Discovery learning program as well.
  - i) Every Coach must be an Independent Affiliate also.
  - ii) The qualification requirements for the Coach ranks are defined in the Compensation Plan.
  - iii) The actions required to become a Coach are optional for an IA.
- b) IA Terms and Provisions Applicable to Coaches: As all Coaches are also IAs, the terms and provisions of these Policies and Procedures relating to conduct and restrictions on IA activities are also applicable to Coaches. These restrictive provisions specifically include, but are not limited to, those relating to confidentiality, cross-company and cross-line recruiting, non-competition, and outside use or copying of Company materials, courses, coaching materials or products.
- c) Policy on Certification or Revocation of Coaching Status The effectiveness, success and consumer satisfaction of the Company's courses and products are dependent in large part on the accurate and professional delivery of course and learning support services by our Coaches to our customers. While the Company allows Independent Affiliates of all backgrounds and abilities to apply and engage in training to become a Coach, not everyone has the skill sets and abilities to professionally fulfill the requirements of these coaching roles.

Therefore, the Company reserves the right refuse or revoke the coaching certifications for individuals that, in the Company's sole discretion, are not able to adequately deliver coaching support to course attendees at the level of excellence that the Company requires.

- d) If the Company elects to not certify an IA that has otherwise purchased and completed a training course to become a Discovery Coach, Mentor Coach, Champion or other coaching role, the Company will reimburse the uncertified IA for the purchase price of the coaching course that was actually paid by the uncertified IA.
  - i) If a previously certified Discovery Coach, Mentor Coach, Champion, or other coaching certification is revoked by the Company due to poor performance, breach of terms, or other good cause, no such reimbursement for any coaching course will occur.
- e) Neither non-certification nor revocation of coaching status will have a direct effect on the Independent Affiliate status of the affected Coach. IA status is considered separately from coaching certification.

#### 5) LIMITATIONS ON PRODUCT PURCHASES

- a) No Purchase or Investment Necessary. Except for the Independent Affiliate Enrollment Kit which is non-commissionable, nominally priced and sold "at cost", no purchase or investment is necessary to become an Independent Affiliate. Basic sales and marketing materials and support in electronic and online media formats - including product and service updates, back-office accounting, replicating website, training updates and communication tools to support the sales and marketing process - are also provided at no cost.
- b) Optional Marketing Tools. A monthly fee may be charged for added "at cost" ongoing sales and marketing materials support on an optional basis. Such added sales and marketing support may

include, but is not limited to, enhanced marketing tools, presentation systems, training, back-office accounting and communication tools to further support the sales and marketing process. Upon selecting and confirming subscription for these optional services, IA or Coach specifically authorizes such monthly fees to be charged to the IA's on-file debit or credit card (or other form of payment acceptable to the Company) each month for as long as he or she remains an IA or Coach.

- c) Restrictions on Excess Inventory or Rank Buying: The company's program is built upon delivery of courses, coaching and other products at retail to the ultimate consumer. The company also recognizes that IAs may wish to purchase and gain the benefits of the courses, products or services for their own personal or family use. For this reason, a retail sale for bonus purposes shall include sales to non-affiliate customers, as well as sales to IAs for personal or family use which are not made for purposes of qualification or advancement. It is company policy, however, to strictly prohibit the purchase of product or service solely for the purpose of qualifying for bonuses or advancement in the marketing program. IAs must fulfill published retail sales requirements, both personally and within their downline team, including requisite retail sales to non-participants, as well as supervisory responsibilities, in order to qualify for bonuses, overrides or advancements.
- d) Company Retail/70 Percent Policy: As stated previously, the Company sales and marketing program is based upon delivering top quality courses, coaching, products and services at retail to end-user customers. Every aspect of the program is designed to assist our IAs in marketing to that end. As a dual consumer safeguard, of the utmost importance to the Company, is the policy that IAs should purchase products and services only for personal or family use, or in commercially reasonable quantities. When it comes to tangible products that can be inventoried, under no circumstances may IAs cause others to purchase products or services in amounts that are not reasonably expected to be sold to the consuming public, or in unreasonable amounts for personal or family use. In furtherance of these policies, the Company has adopted specific rules on retail sales and retailing referenced as the Company Retail/70 percent rules. In the interest of protecting the consumer and the opportunity of its IAs, the Company enforces this rule through a verification program.
- i) Retail Rule: Although the primary function of the Company is to provide courses, coaching, products and services to the general consuming public, the Company realizes that its IAs may wish to subscribe to its courses or purchase product for personal or family use in reasonable amounts. For this reason, the Company defines a retail sale to include sales to non-affiliate customers, as well as purchases by IAs for personal or family use in reasonable amounts, which are not made solely for purposes of qualification or advancement. This is a standard followed by leading direct selling companies.
- ii) Required Customer Sales: Notwithstanding the Retail Rule, in order to continue receiving downline commissions and bonuses, an IA must have made sales to at least two (2) non-affiliate customers by the close of their third full calendar month after originally activating as an IA. Further, an IA must be making at least two (2) sales (including reorders or subscriptions) per month to non-affiliate customers by the close of their sixth full calendar month in order to continue receiving commissions and bonuses on their downline sales.
- iii) 70 Percent Rule: As with other leading direct sales companies, the Company has adopted a 70 percent rule. Under this rule, Company IAs may not order additional courses or services unless they have completed, sold or used for personal or family use at least 70 percent of previously purchased courses or inventory-type product. The Company may submit a verification form to IAs executing multiple purchases to verify that he or she is in compliance with this section. This verification form is also intended to support the 70 percent rule policy.

(1) In its effort to support and enforce the retail sales/70 percent rule, the Company on a quarterly basis will conduct random audit verification follow-ups. The Company's Compliance Department will contact IAs periodically to further verify compliance with the retail sale/70 percent rule. IAs should maintain records and be prepared to assist the Company Compliance Department in its task.

- e) Relating to Purchasing Limitations in Certain States: In any state with a business opportunity statute, required expenditures during the first six (6) months shall not exceed the statutory amount that initiates applicability of the state business opportunity statute.

## **6) REGISTERING AS A LEGAL ENTITY**

- a) Non-Individual Ownership: As stated previously, a partnership, corporation, limited liability company or other legal entity may be an IA. However, no individual may participate in more than one (1) IA position in any form without the express prior written permission of the Company.
- b) IA Position as a Legal Entity: To form a new IA position as a partnership, corporation, limited liability company or other type of legal entity or to change status to one of these forms of business, you must request a partnership/corporation/limited liability form from the corporate home office. This form must be submitted detailing all partners, stockholders, members, officers and directors in the partnership, corporation, limited liability company or other analogous positions in other forms of legal entities. The partner, officer, member or other person who submits the form must be authorized to enter into binding contracts on behalf of the legal entity. In addition, by submitting said form, such person and the legal entity for whom the person is acting certifies that no person with an interest in the business has had an interest in another IA position within six (6) months of the submission of the form (unless it is the continuation of an existing IA position that is changing its form of doing business).
- c) Change of Legal Status: An IA position may change status under the same sponsor from individual to partnership, corporation, limited liability company or other form of legal entity or from partnership to corporation with proper and complete legal documentation.
- d) Entity Interests and Multiple IA Positions: In the event that any of the legal entity shareholders, members, officers, directors, trustees, beneficiaries, agents, employees or other related parties have a documented or undocumented interest in one or more other IA positions, such parties shall terminate ownership interests in all positions excepting any IA position(s) held in accordance with these Policies and Procedures. Any breaching actions by such parties that continue to have a beneficial financial interest, directly or indirectly, in the IA position shall be construed to put both IA positions in breach of the Contract.

## **7) ENROLLING AND SPONSORSHIP**

- a) Sponsoring: To act as a Sponsor (aka "Enroller), an IA must meet all requirements and accept all responsibilities as outlined in the Contract. A Sponsor may refer persons wishing to become Customers, Coaches and/or Independent Affiliates as Applicants to the Company. Only Applicants residing in authorized countries or jurisdictions, or in those countries or jurisdictions subject to a pre-launch period, may be sponsored.
- b) Placement: Once the Company accepts an Applicant's Independent Affiliate Application and Agreement, the new Customer or Independent Affiliate (herein "Enrollee") is placed in the Sponsor's downline organization. A Sponsor may place the new Enrollee anywhere in the Sponsor's downline organization. A Sponsor MAY NOT place a new Enrollee outside its downline organization. If this occurs, the Company retains the right to adjust the organization to allow for correct payout and to

ensure that all lines are complete. Once placement has occurred an Enrollee will remain in that position for the duration of the Contract.

- c) Required Disclosures to New Enrollees: When soliciting a prospective IA to join the Company's network program, the IA must clearly explain the following:
- i) Courses and products: Including the type, function, cost and CV of each item being presented, as well as how to access them.
  - ii) Refund and return policies for Customers and Independent Affiliates.
  - iii) The fundamentals of the Company marketing system, including how to remain Active, how to rank advance, how to share presentations, how to complete sales and enroll others.
  - iv) Where to get information and training on the Compensation Plan and current Policies and Procedures.
  - v) Other important items that will affect the effectiveness and judgment of the prospective IA.

## **8) SPONSOR OR PLACEMENT CHANGES**

- a) Correcting Enrollment or Placement Errors: In the event an Applicant is accidentally enrolled under the incorrect sponsor position, or accidentally placed in the placement position, the Sponsor may request the Company to correct the error by contacting Customer Service. Requests for corrections of this nature must be made within three (3) business days of Applicants initial enrollment. The Company has complete discretion to allow or disallow any proposed change.
- b) Resolving Sponsorship Disputes and Changes: If two IAs should claim to be the sponsors of the same new Applicant, the first position where a prospective Applicant enrolled and knowingly placed an order will generally be the Sponsor of that Applicant.
- i) Because of the need to maintain the integrity of the relationship genealogy between Customers and IAs, an Enroller or Placement change generally will not be allowed unless it is the result of an enrollment error or dispute that is brought to the Company's attention within three (3) business days of the Applicants initial enrollment. An exception to the three-business day timeline would be when a clear violation of the Contract by one of the IAs claiming Sponsorship is involved. The Company has complete discretion to allow or disallow any proposed change.

## **9) IA OBLIGATIONS AND BUSINESS MANAGEMENT**

- a) Honorable and Ethical Conduct: IAs and Coaches must always conduct their business in a professional and ethical manner that is supportive of – and not damaging to - the Company, other IAs, Coaches and Customers. An IA shall engage in no conduct which negatively impacts, disrupts or impairs the reputation or business of the Company, including, but not limited to: conduct which is harmful to other IAs, Coaches, Customers or the Company; disparagement of the Company, its officers or employees, its products/services or other IAs; manipulation of the compensation plan or unauthorized manipulation of the placement program or genealogy structures; conduct which undermines or is at odds with the training systems authorized by the Company; conduct which is abusive, disrespectful, bullying or intimidating of others; conduct that undermines the relationship between the Company and IAs or relationships between IAs; conduct which disrespects the privacy of other IAs; conduct which is false, fraudulent, dishonest or deceptive in any way; or any other conduct which the Company deems disreputable or, in any way, negatively impacts the Company, its customers or other IAs.



- b) Accurate Representation: Prospective Customers and IAs must be provided accurate information regarding price, credit terms, terms of payment and return policies.
- c) Training and Support: As with any bona-fide business, there is no “get paid for doing nothing” involved in this business opportunity. Those who do not help and support new Customers and IAs that they enroll, typically reduce the likelihood of both their own success, and the success of the personally enrolled IAs and Customers. Therefore, any IA who sponsors Customers or other IAs must fulfill a bona fide selling and support function to help guide and equip those sponsored. IAs must have ongoing contact, communication, and supervision within his or her downline sales organization. Examples of such supervision may include, but are not limited to:
- i) Make reasonable efforts to ensure that that all Customers, Coaches and/or IAs in his or her downline organization understand the terms and conditions of the Contract and all applicable national and local laws.
  - ii) Provide or direct them to regular training and support in the development of his or her downline organization’s business and the sale of the Company’s courses, products and services.
  - iii) Provide or direct them to education and instruction so that any product or opportunity meetings conducted by the IA in his or her downline organization are conducted in accordance with the Contract, and with any applicable national and local laws.
  - iv) Give guidance and encouragement to IAs, Coaches and Customers in his or her downline sales organization.
  - v) Make commercially reasonable efforts to privately settle any dispute arising between Customers, IAs or Coaches in his or her downline sales organization.
  - vi) Communicate by sharing newsletters, written correspondence, personal meetings, telephone contact, text messages, social media posts, voice mail, electronic mail, training sessions.
- d) Sales Records, Inventory and Anti-Pyramiding: The Company encourages each IA to keep accurate sales records. The program is based upon retail sales to the ultimate consumers. Therefore, all forms of stockpiling or pyramiding are prohibited. Courses and products are offered to IAs only for personal use and – in the case of products that may be inventoried - for resale to consumers. Sponsors are not required to carry inventory of products or sales aids for new IAs. When tangible product is involved, IAs who do so, however, find building a major sales organization much easier because of the decreased response time in meeting a new IA's needs.
- e) Clear Representation of Independent Contractor Status: In all cases, any reference the IA makes to him/herself must clearly set forth the IA's status as an Independent Affiliate. For example, if the IA has a business telephone, the telephone may not be listed under the Company's name or in any other manner which does not disclose the independent contractor status of the IA.
- f) Resolving Disputes: An IA must conduct all activity in the best interests of the Customers and the Company. Enrollers and upline leaders shall use their best efforts to resolve disputes in their Downline Organizations in good faith and in accordance with the Contract. Further:
- i) Any personal disputes between IAs should be resolved quickly and privately between the parties if possible.
  - ii) If the parties are unable to come to agreement to resolve the dispute, they should take the matter to their upline leaders of a higher rank.

- iii) If the parties are still unable to come to agreement after taking the issue to upline leaders, then they should take it to the Company.
- g) No Reliance: An IA or Coach may not rely on the Company or another IA to provide legal, tax, financial, or other professional advice, nor may an IA or Coach rely on any such advice if given.

## 10) PAYMENT OF COMMISSIONS, BONUSES OR OTHER COMPENSATION

- a) Earnings Through Sales: Commissions, Bonuses and other compensation are paid to IAs and Coaches who qualify pursuant to the Compensation Plan and who are in compliance with the Contract and based on regular and repeated retail sale of courses, products and services. As the success of any IA or Coach depends largely on the personal efforts of that person and others in their downline sales organization, the Company does not guarantee any level of profit or success, nor does it guarantee an IA or Coach any specific income. IAs and Coaches do not receive compensation for sponsoring or recruiting Customers, other IAs or Coaches. The only way to earn compensation is through the sale of courses, products or services and all rewards are based on these sales.
- b) Payment of Commissions, Bonuses and Other Compensation: The Company will pay Commissions, Bonuses and other compensation to Active and Qualified IAs and Coaches on sales of courses, coaching, products and services when payment in full has been received by the Company within the current Weekly or Monthly Bonus Period. In the case of coaching services, certain compensation to Coaches will be paid in the Monthly Bonus period in which such coaching services are provided.
  - i) **Weekly Commission and Bonus Schedule**: Applicable sales where payment has been received by the Company before midnight Pacific Time each Saturday night will be paid any commissions or bonuses designated to be “Weekly” will be paid on the 2<sup>nd</sup> Monday after the close of the weekly pay period (8 days in arrears).
    - (1) Should the above date fall on a holiday, weekly commissions will be paid on the last business day prior to the Monday holiday.
  - ii) **Monthly Bonus and Coaching Compensation Schedule**: Applicable sales where payment has been received by the Company before midnight Pacific Time on the last day of each month will be paid any bonuses or compensation designated to be “Monthly” on the 15<sup>th</sup> day of the following month.
    - (1) Should the 15<sup>th</sup> of the month fall on a weekend or holiday, monthly commissions will be paid on the last business day prior to such weekend or holiday.
- c) Payment Method and Fund Transfers: Commissions, bonuses and other compensation payments are credited to the recipient IA’s e-wallet, which can be accessed by logging into the IA’s back office account.
  - i) Payees may then transfer all or part of their commissions and bonuses to their bank account or other preferred payment method through the I-Payout System. Directions for setting up and using the I-Payout System can be found in the IA back office.
  - ii) Payees may also transfer funds in their back-office e-wallet to the back-office e-wallet of other Customers or IAs. Instructions on how to transfer funds to another IA can also be found in the IA back office.
  - iii) Funds remaining in a Customer or IA back-office e-wallet can also be used by the Customer or IA to purchase additional courses, products or other services from the Company in lieu of a credit card or bank transfer.
- d) Reporting of Errors: If an IA believes that there is an error in the computation of commissions, bonuses, rank qualifications or sales transactions, the error must promptly be brought to the attention of

the Company. If such problems are not presented to the Company in writing within Thirty (30) days after the end of the relevant weekly or monthly bonus period, the IA waives all recourse with respect to such alleged error.

- e) **Claw Back and Reversal of Commissions:** The Company shall be entitled to repayment of any commission previously paid on a sale of product/service if the product/service purchase is canceled or reversed or a refund paid for a terminated purchase. The Company shall recover the commission by adjustment on the next IA commission or bonus payment or refund amount. If no commission is available for adjustment in the following month, the IA who has received the commission or bonus shall repay adjustment amount on the "reversed sale" within 30 days of the Company's notice to repay.

## 11) RETURNS, REFUNDS, EXCHANGES, AND CANCELLATIONS

- a) **Returns, Refunds, and Exchanges:** In addition to the standard FTC Three-Day Cooling Off Rule which allows cancellation and refund of certain sales within 3 business days of purchase, the Company offers the following return and refund options:
  - i) **Course and Coaching Packages:** If you are unsatisfied with a course, or a combination course and coaching package that you have purchased, you may cancel the package and receive a full refund provided that:
    - (1) You have contacted Customer Service in writing for cancellation and refund of the course or course and coaching package within seven (7) days of initial purchase; AND
    - (2) You have viewed and participated in at least one, and no more than two segments of the training course that you purchased; AND
    - (3) You have participated in no more than one coaching session.
  - ii) **Individual Coaching Sessions:** Unused coaching credits may be canceled and refunded to the initial purchaser at any time within fourteen (14) days of initial purchase.
    - (1) Pre-purchased individual coaching sessions are NOT refundable once used.
    - (2) Individual coaching credits that have been transferred from the initial purchaser to another Customer or IA are NOT refundable once they have been transferred.
  - iii) **Physical Products:** If you are unsatisfied with a physical product purchased from the Company – and the product is not a course or a coaching credit - you may return the product to the Company for an exchange or refund, provided that:
    - (1) You have contacted Customer Service requesting an exchange or refund within thirty (30) days of initial purchase; AND
    - (2) You prepay the return shipping and return the product to the Company in accordance with the return shipping instructions provided by the Customer Service Department.
- b) **Cancellation of Subscriptions, Automated Reorders or Renewals:** You may cancel your upcoming monthly subscriptions, automated reorder, or renewal at any time prior to the next scheduled automated reorder or renewal date by logging into your account at [www.thegreatdiscovery.com](http://www.thegreatdiscovery.com). Alternatively, you may contact Customer Service by phone for assistance during normal business hours.
  - (1) If you choose to cancel a subscription, automated reorder or renewal by email, written notice of your cancellation must be received by the Company at least two (2) business days prior to your next scheduled automated reorder or renewal date.

## 12) PROCESSING RETURNS, REFUNDS, EXCHANGES AND CANCELLATIONS

**a) To Process a Return, Refund or Exchange, Please Use the Following Steps:**

- i) Contact Customer Support within the specified time frame for the item to be returned, refunded or exchanged:
  - (1) By phone at 800-335-6234 or +1(480) 515-0890
  - (2) By Email at [Support@TheGreatDiscovery.com](mailto:Support@TheGreatDiscovery.com)
- ii) If your request is approved:
  - (1) For a course, coaching or other item that is not a physical product, you will generally receive any monetary refund or adjustment back to your original payment method within 7 business days
  - (2) For physical product, you will receive an RMA number and an email with return shipping instructions for any items to be returned, exchanged, or refunded.
    - (a) Return the physical products, postage prepaid, according to the return instructions emailed to you by Customer Service.
    - (b) For a return and refund, you will generally receive any monetary refund or adjustment back to your original payment method within seven (7) business days of the Company receiving your return shipment
    - (c) For an exchange, the replacement item will generally be shipped within three (3) business days of the Company receiving that you shipped back to the Company.

**b) To Process a Cancellation of Upcoming Subscription, Automated Reorder or Renewal**

- i) You may cancel your upcoming monthly subscriptions, automated reorder, or renewal at any time prior to the next scheduled renewal or automatic reorder date by logging into your account at [www.thegreatdiscovery.com](http://www.thegreatdiscovery.com).
- ii) Alternatively, you may contact Customer Service by phone for assistance during normal business hours at 800-335-6234 or +1(480) 515-0890
- iii) You may also cancel such items by emailing [support@thegreatdiscovery.com](mailto:support@thegreatdiscovery.com) provided that your email is received by the Company at least two (2) business days prior to the next scheduled renewal or automatic renewal date.

**13) PRODUCT DAMAGED DURING SHIPPING**

- a) Always examine any product that you receive as soon as possible after receiving it. If the products have been damaged during shipping due to carrier mishandling, then you must immediately report this to the carrier and file a claim with them directly. The Great Discovery is not responsible for packages damaged during shipping through a third-party carrier. However, please feel free to contact Customer Service for information or assistance on filing a damage claim.

**14) MARKETING METHODS AND GUIDELINES**

- a) Honor in Advertising. Company IAs shall not advertise Company products and services and/or marketing plans except as specifically approved by the Company. Company IAs agrees to make no false or fraudulent representations about the Company, courses, coaching, products, services, Compensation Plan, or income potentials.
- b) Trademark, Copyright, Trade Names, Advertising. The name of the Company and other names as may be adopted by the Company are proprietary trade names and trademarks of the Company. As such, these marks are of great value to the Company and are supplied for IA use only in an expressly

authorized manner. IA agrees not to advertise the Company products or services in any way other than the advertising or promotional materials made available to IA by the Company, or preapproved in writing by the Company. IA agrees not to use any written, printed, recorded or any other material – including any material which has not been copyrighted and supplied by the Company - in advertising, promoting or describing the products or services or the Company marketing program, or in any other manner, unless such material has been submitted to the Company and approved in writing by the Company before being disseminated, published or displayed.

- c) Restrictions on Publication of Materials: The IA, as an independent contractor, is fully responsible for all of his/her verbal and written statements made regarding the product or service and marketing program which are not expressly contained in writing in the current IA agreement, and advertising or promotional materials supplied directly by the Company. IA agrees to indemnify the Company and hold it harmless from any and all liability, including judgments, civil penalties, refund, attorney fees, court costs or lost business incurred by the Company as a result of IA's unauthorized representations.
- i) The Company will not permit the use of its copyrights, designs, logos, trade names, trademarks, etc. without its express prior written permission.
  - ii) All Company marketing materials, coaching content, training materials or published intellectual property, whether printed, on video, audio, or on the internet, are copyrighted and may not be reproduced in whole or in part by IAs or any other person except as authorized by the Company. Permission to reproduce any materials will be considered only in extreme circumstances. Therefore, an IA should not anticipate that approval will be granted.
  - iii) An IA may not produce, reproduce, use or distribute any information relative to the contents, characteristics or properties of Company courses, coaching, products or services which has not been provided directly by the Company without prior express written approval by the Company on a case-by-case basis. This prohibition includes but is not limited to print, audio or video media.
  - iv) An IA shall not re-label, alter or modify contents or description, or repackage any of the Company courses, coaching, product or services.
  - v) An IA may not produce, sell, or distribute literature, video or audio which are deceptively similar in nature to those produced, published and provided by the Company for its IAs. Nor may an IA purchase, sell or distribute non-company materials which imply or suggest that said materials originate from the Company.
  - vi) Any display ads or institutional or trademark advertising copy, other than covered in the foregoing rules, must be submitted to the Company and approved in writing by the Company prior to publication.
  - vii) With the exception of blind ads where no reference is made to the Company name or product name, all advertising copy, direct mailing, radio, TV, newspaper and display copy must be approved in writing before being disseminated, published or displayed.
- d) Company Approval of IA Sales Tools: An IA must submit all non-Company provided sales tools to the Company Compliance Department for approval prior to use. The Company has complete discretion whether to approve or reject a proposed sales tool. The approval process generally requires a minimum of three (3) weeks to complete. To comply with changing laws and regulations, the Company may rescind its prior approval of a sales tool, and may require the IA to remove any non-approved sales tool from the market at its own cost and obligation. If approved, the Company will issue to the IA:
- i) A unique Sales Tool approval number and logo, and

- ii) A written authorization from the Company specifically stating that the Sales Tool may be distributed.
- e) Replicated Websites and Promotion: The Company maintains an official corporate website. IAs and Coaches are allowed to advertise on the internet through an approved Company program which allows IAs to choose from available home page designs that can be personalized with the IA's message and the IA's contact information. These websites link directly to the Company website giving the IA a professional and Company-approved presence on the internet. Only these approved websites may be used by IAs without prior written approval.
  - i) No IA may independently design a website that uses the names, logos, product or service descriptions of the Company without the prior express written permission of the Company. Further, an IA may not use a "blind" website or ad on the internet making product or income claims which are ultimately associated with Company courses, coaching, products, services or Compensation Plan.
  - ii) Any person using Company names, logos, trademarks, etc. on the internet or any other advertising medium, except as permitted by Company Rules and Regulations, shall be subject to immediate corrective action, including termination of IA status.
- f) Retail Establishments: Company products or services may be displayed and sold in retail establishments provided that the product pricing at such location is exactly the same or higher than the price for the same item as published on the Company website. From time to time, the Company may announce policies and rules that expand or contract restrictions on sales in retail establishments.
- g) Trade Shows: Company courses, coaching, products, services and opportunity may be displayed at trade shows by IAs provided that all representations are made in accordance with the terms of the Contract.
- h) Newspaper and Online Advertisements: Some IAs use classified advertising in the newspapers, online or on social media to find prospects. The following rules apply:
  - i) No advertisement may imply that a "job" or "position" is available.
  - ii) No specific income can be promised.
  - iii) Advertisements posted by an IA must clearly state the IA's Independent Affiliate status and not imply that the advertisement was posted by the Company.
  - iv) Advertisements must contain no misleading facts or distortions of the Company courses, coaching, products, services or opportunity.
- i) Celebrity Endorsement: An IA may use a celebrity endorsement with written approval from the Company and the specific, prior, written approval of the endorsing celebrity for each use of the celebrity's name.
- j) Business Cards and Stationery: Any printed materials, including business cards, flyers, brochures and stationery, must be approved by the Company in advance. Criteria for approving these materials will include a judgment regarding the accuracy of the content, the quality of the materials, as well as properly setting forth the Independent Affiliate status of the IA.
- k) Telemarketing Techniques: The Federal Trade Commission and the Federal Communications Commission each have regulations that may restrict certain telemarketing practices. Both federal agencies (as well as a number of states and other countries) have "do not call lists" and other restrictions on telemarketing. Although the Company does not consider IAs to be "telemarketers" in the traditional sense of the word, these regulations and restrictions broadly define the term "telemarketer"

and "telemarketing" so that your inadvertent action of calling someone in violations of such regulations and restrictions could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties. IAs doing outbound sales by telephone are responsible for complying with all applicable rules in the countries or jurisdictions that they are calling to or from.

- l) **Social Networking:** If done correctly and in compliance with Company policies, social networking may be useful in driving traffic to Company authorized personal replicated websites, advertisements, or approved marketing funnels of IAs. The following rules and guidelines, regarding social networking, are applicable:
- i) The Company encourages IAs and Coaches to join online forums, discussion groups, blogs, and other forms of digital file and video sharing services for the purpose of communicating the benefits of Company courses, products, and opportunity. Internet social networking is similar to telephone, email, and other technology-assisted communication, and is not a violation so long as it complies with the general policies and procedures governing advertisements, claims, representations and contacting other people. Social networks may include, but are not limited to, services such as Facebook, Instagram, Gab, GETTR, Pinterest, Truth Social, LinkedIn, Tik Tok, Twitter and so on. Besides the well-known "big tech" platforms, there are also a host of other social media, file and video sharing networks where you can target and connect with like-minded people.
  - ii) You must comply with the rules associated with websites and networks. For instance, some sites prohibit the marketing of financial opportunity or the selling of products. On such sites, you may instead choose to share your testimonial or talk about how your life is improving. When others in the network hear your testimonial, they will naturally inquire and that is the opportunity to send them to your authorized Company website.
  - iii) Upon notifying the Company Compliance Department via email for review, you may publish a variety of digital communications. You must supply for content review a link to the material you have posted. In the event your material is found to be noncomplying, you will be required to remove it within twenty-four (24) hours.
  - iv) If you are on social media sites where the company has a presence, the Company suggests that you like and follow The Great Discovery Corporate pages. Here are some guidelines for you to follow as you use social media to grow your business online.
    - (1) Positive Social Media Conduct to Help Your Business:
      - (a) Post as much as you like to your wall.
      - (b) Comment as much as you like on your photos and links.
      - (c) Write supportive articles or short videos that link back to your replicated page or approved sales funnel.
      - (d) Join and courteously post on as many like-minded groups as you can while honoring each groups rules and guidelines.
      - (e) Run any paid ads that have been pre-approved by the Company and are acceptable by the service provider.
      - (f) Treat other people's private profiles, pages, groups, message boards or comment sections on social media or any other online forum with the same respect you would have for their personal property. In other words, don't trespass without permission. This simple approach

will keep you out of trouble with social networking sites and help us maintain the integrity of the Company.

(2) Negative Social Media Conduct to Avoid:

- (a) Avoid sending mass friend requests to people that do not have a direct personal relationship with, as doing so on some platforms may cause suspension or termination of service.
- (b) Do not violate a groups rules and guideline when posting as doing so can not only damage your reputation with that group, but also the reputation of other IAs and the Company as well.
- (c) Do not post anything to someone's private wall, thread, message board or comment section about the Company, its courses, coaching, products, services or opportunity if they have asked you not to.
- (d) Company IAs may not publish, post, or distribute any material on the IA websites or in conversation or postings on the Internet, including blogs and social networking in connection with the Company that is defamatory, libelous, disparaging, threatening, offensive, harassing, abusive, obscene, pornographic, in violation of applicable law or that inhibits others from enjoying the Company's main website or the Company IA's' websites.

- m) Internet Marketing and Search Engine Optimization: IAs may use, reference, or incorporate the Company names and trademarks in internet advertising if each advertisement is pre-approved by the company in advance.
- i) When participating in chat rooms and other social media, Company IAs may use approved Company language (as represented in the Company website, brochures, promotional videos and training materials) for the purpose of discussing the Company products and opportunity.
  - ii) Company trademarks, trade names, or product names, or any variations thereof, MAY NOT be used in search engines without specific Company pre-approval.
  - iii) IAs may communicate the benefits of Company products on the Internet and on search engines in appropriate categories.
  - iv) IAs may use words from approved Company advertising as "key words" for the purpose of having communications found by search engines.
  - v) With the exception of the IA's authorized replicated website, the use of the Company name within a URL address/domain name, directory, file name, e-mail address, official title for a social media account, or any derivative thereof, is not permitted. Company IAs may not use any domain name that includes any reference, whether abbreviated or not, to the Company courses, coaching, products or services, except with the prior express written approval on the Company on a case-by-case basis.
  - vi) Determination of whether content or a link is objectionable is solely at the discretion of the Company.
  - vii) IAs may not use tactics such as "cloaking" or other deceptive means on the IAs' web pages (For example: Cloaking in Google terms means designing a website so that search engines see one thing and visitors see another.
- n) Email Marketing and Communications: The Company does not permit IAs to send unsolicited commercial email to others unless such emails strictly comply with applicable laws and regulations



including, without limitation, the federal ICAN SPAM Act. Unsolicited broadcast distribution of email or other distribution that may be defined as "SPAM" is strictly prohibited. IAs may send "general mailings" only to other IAs in the IA downline organizations and the IA direct upline sponsors.

- i) Any email sent by an IA that promotes the Company, the Company opportunity or Company products and services must comply with the following:
  - (1) There must be a functioning return email address to the sender.
  - (2) There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
  - (3) The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
  - (4) All opt-out requests, whether received by email or regular mail, must be honored. If an IA receives an opt-out request from a recipient of an email, the IA must forward the opt-out request to the Company.
- ii) With regards to marketing emails targeting potential prospects or others, prohibited practices include, but are not limited to:
  - (1) False Reply-To Address: Any attempt to disguise the identity of the emailer will be taken as evidence for the intent of fraud and subject the sender to immediate Corrective Action.
  - (2) The use of deceptive subject lines and/or false header information is prohibited.
  - (3) Totally Unsolicited or Blind Mass Email: Many "lists" that can be purchased for distribution over the Internet have been illicitly compiled and result in completely unsolicited information being sent to uninterested parties. Any use of a list not specifically approved by the Company or compiled from a legitimate genealogical listing of the emailer's downline organization is subject to immediate Corrective Action.
  - (4) Hidden Approval Mass Email: Sites that garner approval by having hidden, discreet or non-prominent "buttons" that are selected by default rather than choice are illegal. For instance, if it is necessary to de-select approval to keep from being added to a list (rather than requesting to be added), the resulting list is illegal. Many supposedly "approved lists" have in fact been gathered illicitly through this means.
  - (5) Third Party Approval for Mass Email: Companies that gather approval from inquiries, then sell the lists to third parties where the person giving approval is not informed that a third party will contact them, compile illegal lists. These companies frequently distribute to many third parties who "bury" the user with many emails.
- o) Internet Banner Advertising, etc.: Banner advertising is bound by the same policies and procedures affecting other forms of advertising and must conform accordingly.
- p) Press Inquiries: Any inquiries by the media to an IA about the Company, its courses, coaching, products, services or opportunity are to be referred immediately to the Company. This policy is to assure accuracy and consistent public image.

## 15) DOING BUSINESS INTERNATIONALLY

- a) Guidelines and Restrictions on International Referrals and Sales: An IA has the right to operate in any authorized country where the IA may lawfully conduct the IA business. It is an IA's responsibility to comply with all national and local laws, ordinances and regulations when conducting IA business in any authorized country.
- i) Interim Activities During Pre-launch: The Company may specify certain countries subject to a Pre-Launch Period in which IAs may also conduct the IA business. The Company may formally announce a Pre-Launch Period at least thirty (30) days prior to the official opening.
  - ii) No Actions on Behalf of Company: An IA has no authority to and shall not conduct the IA business (except as permitted herein), nor introduce or establish the Company's business or courses, products or services in a non- Authorized Country or any country that is not the subject of a Pre-Launch Period announcement from the Company. These prohibitions include, but are not limited to:
    - (1) Any attempts to secure approval for courses, products or services without the prior express written permission of the Company.
    - (2) Any attempts to register or reserve the Company names, trademarks, trade names, or Internet domain names.
    - (3) Any attempts to establish any kind of business or governmental contact on behalf of the Company without the prior express written permission and direct involvement of the Company.
  - iii) Compliance with Local Laws and Regulations: Each IA shall comply with all country, state and local laws and regulations governing the sale of Company products or services within the jurisdiction in which IA is operating.
- b) Tax Reporting Applicable to Non-U.S. Citizen/Residents: If the IA is a non-U.S. citizen/resident, then he/she obliged to inform the Company of this status.
- i) The IA agrees that, if the IA engages in any activities related to the Company while physically present in the United States, the IA will:
    - (1) Inform the Company about such activities.
    - (2) Submit a completed IRS Form 8233 or other appropriate identified IRS Form, such as Form W-8BEN, to the Company if requested by the Company, completed as directed by the Company, for the year in which such activities occur and for each year thereafter.
    - (3) Inform the Company of the aggregate dollar amount of the sales of the IA or the IA's down line that, as reasonably determined by the IA, are attributable to activities that the IA performed while physically present in the United States (including an explanation of how the IA calculated the amount).
  - ii) The IA understands that, if the IA engages in any such activities in any year, the Company may be required to:
    - (1) Withhold a portion of each payment to the IA in that year and each subsequent year; and
    - (2) Report a portion of each payment to the IA to the IRS on Form 1042 and report the same to the IA on IRS Form 1042-S.

- c) Countries that are Party to a U.S. Tax Treaty: IRS Form 8233 may be applicable for Independent Affiliates in certain countries that are parties to a U.S. tax treaty.

## 16) SERIOUS BUSINESS NO NO'S

- a) No 3<sup>rd</sup> Party Enrollment Without Written Authorization: It is essential to the success of the Company, its IAs and customers that submissions of enrollment and other transaction information to the Company maintain integrity of communication. It is to be expected that all transactions and submissions to the Company, including, but not limited to, Customer, IA and Coach applications, communications, financial transactions and consumer transactions, be submitted by the individual or entity involved in the transaction. Third party submission of transactions on behalf of another party is prohibited without the prior express written consent of the party affected. An IA may not communicate any transactions or submissions on behalf of another Customer, IA or Coach without the prior express written consent of that Customer, IA or Coach. This rule is applicable to all forms of transactions or submissions, including, but not limited to online, telephone, fax, email, etc.
- b) No Manipulation of Compensation Plan: Manipulation of the Compensation Plan is not permitted and may result in corrective action. Creating additional Customer or IA positions or making purchases for the sole intent of qualification or manipulation of the compensation plan is prohibited. Such manipulations may, in the discretion of the Company, result in corrective action including the suspension of commissions and bonuses, or termination of the IA position and Contract.
- c) No Therapeutic or Healing Claims: No claims as to therapeutic or curative properties about the products may be made except those officially approved in writing by the Company or as contained in the official Company literature. In particular, IAs may not make any claim that the Company products are useful in the treatment or cure of any disease. Such statements can be perceived as medical claims. Not only is this totally against Company policy, but it is also against the regulations put forth by the United States Food and Drug Administration.
- d) No Cross Company Recruiting: An IA or former IA is prohibited from recruiting, or attempting to recruit, another IA, Coach or Customer - that he or she did not personally and directly enroll - into another business opportunity or company. This prohibition on cross company recruiting is binding through the term of the Contract and for one (1) year following the date of termination of the Contract. All Independent Affiliates and Coaches stipulate and agree that Cross Company Recruiting constitutes an unreasonable and unwarranted interference with the contractual relationship between the Company and its IAs and Customers, conversion of the Company's property, and misappropriation of the Company's trade secrets. All IAs and Coaches further stipulate and agree that any violation of this rule will inflict immediate and irreparable harm on the Company, and that the Company shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary, and permanent injunctive relief without bond; and that such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract.
- i) Unless expressly approved in writing by the Company, this prohibition includes sales or solicitation of non-company products or services at meetings organized for Company sales, promotion, training recruitment, demonstration, etc.
- e) No Cross Line Recruiting: An IA is prohibited from recruiting or attempting to recruit an existing Customer or IA that is not currently in his or her downline genealogy. An IA must have formally canceled his or her Independent Affiliate position and remained outside of the Company for a minimum of six (6) months to be eligible to re-enroll with a new Enroller.

- i) A Customer must have been inactive with no new orders for a minimum of six (6) months before he or she is eligible to change sponsors to another IA.
- f) No Income Claims: No income claims, income projections nor income representations may be made to prospective IAs. Obviously, any false, deceptive, or misleading claims regarding the opportunity or product/service are prohibited. In the IA enthusiasm, IAs are occasionally tempted to represent hypothetical income figures based upon the inherent power of network marketing as actual income projections. This is counter-productive, since new IAs may be quickly disappointed if the IA results are not as extensive or as rapid as a hypothetical model would suggest. The Company believes firmly that the income potential is great enough to be highly attractive in reality without resorting to artificial and unrealistic projections.
- g) No Claims of Governmental Endorsement: Federal and state regulatory agencies rarely approve or endorse direct selling programs. Therefore, IAs may not represent that the Company's program has been approved or endorsed by any governmental agency.
- h) IA Responsibility for Members of Same Household: Company recognizes that members of the same household may belong to competing direct selling opportunities. Although the actions of the parties are normally in good faith, in some circumstances, there is an abuse of relationships in which the non-company household member is engaged in recruitment, solicitation or raiding of the Company sales organization. Since the household member that has an ownership interest in the Company IA position is in the best position to be responsible to prevent raiding or cross-sponsoring activity by the co-household member, the cross-recruiting activity of the non-company household member shall be attributed to the Company IA position, subjecting the IA position to corrective action or termination.

## 17) CONFIDENTIALITY

- a) Confidentiality: Upon executing an Independent Affiliate Application and Agreement, each IA agrees to maintain complete confidentiality regarding Confidential Information and any other trade secrets and proprietary information or sales methods. This confidentiality obligation is irrevocable and permanent, remains after termination of the Contract, and is subject to legal enforcement by injunction and award of costs and fees necessarily incurred to enforce it. All Confidential Information is transmitted to, or allowed to be gathered by, IAs in strictest confidence on a need-to-know basis for use solely in the IA business. IAs must use their best efforts to keep such information confidential and must not disclose any such information to any third party, directly or indirectly. IAs must not use the Confidential Information, or any information derived therefrom to compete with the Company or for any purpose other than for promoting the Company's program and its products and services within the terms of the Contract.
- i) IAs maintain no ownership interest in any Confidential Information, or any information derived therefrom, including contact and profile information of other IAs or Customers that were not personally and directly enrolled by the IA. IAs may not use, share, sell, disseminate, or provide such Confidential Information to any other party. The IA acknowledges and agrees that the Confidential Information received by the IA relating to the profiles and reports on other non-directly enrolled IA or Customer information gathered in connection with the IA's business, including any information derived there from, constitutes the Company's trade secrets.
- b) Contact Disclosure to Limited Parties: All information provided by an applicant on an Independent Affiliate Application and Agreement will be used solely for the purposes of developing the Company product and business program. Each IA authorizes the Company to disclose their contact information to the IA's Upline through 3 levels including the first upline Platinum Affiliate, and up to 3 levels of the IA's downline organization. The contact information may be used only for IA business.

- c) Use of Informally Acquired Confidential Information: An IA may acquire Confidential Information during normal day-to-day business. For example, from the sale or implementation of IA tools or merchandise to the Company's IAs, Coaches and Customers, including those who are crossline to the IA. Accordingly, regardless of the source of the Confidential Information, the IA or Coach understands and agrees:
- i) The Confidential Information is for the exclusive and limited use of the IA to facilitate the training, support and servicing of the IA's downline organization for furtherance of the IA's business only.
  - ii) He or she will not disclose the Confidential Information to a third party directly or indirectly (including other IA or Customer) and that doing so constitutes misuse, misappropriation, and is a violation of the Contract.
  - iii) The information is of such character as to render it unique and that disclosure of it will cause irreparable damage to the Company. The Company is therefore entitled to immediate, temporary, preliminary, and permanent injunctive relief, in addition to all other remedies available in law or equity, to prevent or compensate for any violation of this policy.
  - iv) IA will not use the Confidential Information to compete with the Company directly or indirectly and improper use may result in termination of the IA position and the Contract.
  - v) Upon expiration, non-renewal or termination of the Contract, he or she will discontinue the use of such Confidential Information and destroy or promptly return to the Company all Confidential Information under the control of or in his or her possession.
- d) Confidentiality of Customer Information: An IA must take appropriate steps to safeguard and protect private information provided by a Customer, other IAs or applicants.
- e) Confidentiality of Organization and Sales Data: On a periodic basis, the Company may supply data processing information and reports to the IA, which will provide information concerning the IA's downline sales organization, product purchases and product mix. The IA agrees that such is Confidential Information. The IA and the Company agree that, but for this agreement of confidentiality and nondisclosure, the Company would not provide the above Confidential Information to the IA.
- f) Vendor Confidentiality: The Company's business relationship with its vendors, manufacturers and suppliers is confidential. An IA shall not contact, directly or indirectly, or speak to or communicate with any Associate of any supplier or manufacturer of the Company except at a Company sponsored event at which the Associate is present at the request of the Company. Violation of this regulation may result in termination and possible claims for damages if the vendor/manufacturer's association is compromised by the IA contact.

## **18) RECLASSIFICATION FROM IA TO CUSTOMER**

- a) Policy on Reclassification of Independent Affiliate to Customer: The Company is dedicated to the movement of our courses, coaching, products, and services to the ultimate user. Of course, that individual may be a non-affiliate Customer, a registered Independent Affiliate, or a Coach (also a form of IA) who purchases the courses, coaching, products, or services for personal or family use.

The Company understands that some of our IAs can transition over time from a starting interest in the business opportunity, to mostly just purchasing our courses, coaching, products, or services for personal use, and then reduce their focus on engaging in the business side. In our direct selling industry's current legal environment, federal and state consumer agencies have asked that direct selling companies identify the distinction between those customers who actively pursue the opportunity

and those who continue to buy product/service even when they are earning no meaningful income, i.e., non-affiliate customers.

Therefore, the Company has adopted an automatic Reclassification Program that reclassifies non-earning Independent Affiliates to registered Customers, all the while continuing any discount pricing, offering generous customer appreciation referral rewards and the right to re-engage as an active Independent Affiliate in their original network position at any time.

i) Automatic Reclassification to Customer Terms as Follows:

- (1) Reclassification of an IA to Customer may occur on the 4th consecutive month that an IA position does not earn a commission or bonus greater than USD \$20.
  - (a) A position that has been reclassified in this manner may reestablish its IA status by contacting Customer Service. There is no charge to reestablish IA status provided that the Independent Affiliate Agreement has not expired.
- (2) Reclassification of an IA to Customer may occur if an IA does not renew his or her Independent Affiliate Agreement each year after the 30-day grace period expires.
  - (a) A position that has been reclassified as a result of an expired Independent Affiliate Agreement may be renewed by submitting a new Independent Affiliate Agreement and the annual IA renewal fee.
- (3) In the event that an IA position is reclassified to a Customer, the original position in the genealogy will still be maintained with the same sponsor and placement location. However, the back-office subscriber tools will display as those of a Customer rather than an Independent Affiliate.
- (4) Reclassification will not affect the status of any open subscriptions or unclaimed commissions or bonuses.

## 19) UPGRADING FROM CUSTOMER TO IA

- a) Customers Upgrading to IA: A person initially enrolling as a non-affiliate Customer may upgrade to become an Independent Affiliate by selecting the “Upgrade to Affiliate” option in their back-office, providing the additional necessary information, agreeing to the Independent Affiliate Application and Agreement, and paying the annual Independent Affiliate enrollment fee.
  - i) Customers upgrading in this fashion will maintain their current Enroller and position. Customers wishing to re-enroll as an IA under a new Enroller must not have made any purchases for a period of six (6) months.

## 20) TRANSFERS OR CHANGES IN OWNERSHIP

- a) Changes in Ownership Status:
  - i) **Marriage:** Two Company IAs who marry or enter into a statutory domestic partnership, after having established their own individual IA positions, may continue to operate the IA’s existing IA positions.
  - ii) **Divorce/Dissolution:** Should a couple become divorced or enter into a dissolution, they agree to notify the Company as to who will assume responsibility for the IA position in one of the following manners:
    - (1) Written notarized agreement signed by both parties indicating who will retain the IA position.

- (2) A court order delineating who receives custody over the IA position.
- (3) Both parties may choose to retain their joint IA position and operate it as a partnership.
- iii) Death: Upon the death of an IA, the rights and responsibilities of the IA position may be passed on to the rightful and legally documented heir as long as that person has filled out a new Independent Affiliate Application and Agreement that has been accepted by the Company.
- iv) Disability: Should an IA become disabled to the extent that he/she can no longer fulfill the required duties of an Independent Affiliate, such disabled IA's legal representative or conservator shall:
  - (1) Contact the Company within thirty (30) days of the disability and advise the Company of the IA's status and the plans for future management, transfer or cancellation of the IA position.
  - (2) Provide notarized or court confirmed copy of appointment as legal representative or conservator.
  - (3) Provide notarized or court confirmed copy of document establishing right to administer the Company business.
  - (4) Should the legal representative or conservator plan to continue the business of the IA position, then he/she shall fill out a new IA application/agreement and purchase and complete any required training consistent with the disabled IA's level at the time of disability.
  - (5) These requirements shall be satisfied within a deadline of six (6) months.
- b) Sale or Transfer of IA Position: An IA may sell, assign or otherwise transfer his or her IA position, or other IA rights subject to the written application and approval of the Company prior to sale or transfer being completed, and the completion of all terms and provisions of this section in its entirety. This section is also applicable to transfer of any interest in an entity that owns an IA position, including but not limited to a corporation, partnership, limited liability company, trust or other non-individual legal entity. An IA who sells his or her IA position shall not be eligible to requalify as an IA for a period of at least six (6) months after the sale.
  - i) While the sale or transfer of an IA position is subject to all of the applicable terms and provisions of the Contract, compliance with the following provision is of utmost priority:
    - (1) The transferring IA must first inform three (3) Active levels of his or her upline sponsors of the terms of the proposed transfer, and offer them first right of refusal to acquire the position under the same terms. Such notice and first right of refusal to upline sponsor must be facilitated through the Company, meaning that the Company must be the party that arranges delivery of said notice and first right of refusal to each Active upline sponsor.
    - (2) The Company reserves the right to review the sale agreement and to verify waiver from the upline sponsors in the event the upline sponsor declines to purchase the IA position.
  - ii) For the term of three (3) years after sale or transfer, an IA agrees that he/she shall not, directly or indirectly disrupt, damage, impair or interfere with the business of the Company, whether by way of interfering with, or raiding its employees or IA's, disrupting its relationship with customers, agents, associates, suppliers, vendors or manufacturers or otherwise. "Disrupting" or "interfering" shall include, but not be limited to, direct or indirect solicitation or recruitment for other direct selling business opportunities or products or services of other direct selling companies. An IA seeking to sell or transfer his/her IA position must acknowledge and agree to this provision prior to the finalization of the sale or transfer of the IA position.

c) Limitations on Sales and Transfers:

- i) The selling/transferring IA must provide the Company with a current and accurate Statement of Beneficial Interest for all Business Entities requesting the transfer.
  - ii) Specific documentation available by request from the Company must be submitted in order to process a sale or transfer of an IA position.
  - iii) An application for a sale or transfer must be received by the Compliance Department at the Company by the 15th day of a month for the change to be effective for the current monthly bonus period. Any requests received after the 15th will be processed for the following month.
  - iv) A one-hundred-dollar (\$100 USD or equivalent local currency) fee will be assessed per each sale or transfer request. The interpretation of these Policies & Procedures pertaining to the sale, assignment or transfer of an Independent Affiliate position will be made in a manner that considers and serves the best interests of the Company, its IAs and Customers. The Company reserves the right to reject any transferee or buyer.
- d) Restriction on Changing Co-applicants: An IA may not add a co-applicant to the IA position and thereafter, remove the IA name from the IA position, in an effort to circumvent the Company's sale or transfer procedures. The primary IA must wait twelve (12) months after adding a co-applicant to the IA position before they are allowed to remove the IA name from the IA position. It is also prohibited to use a sale or transfer to attempt to circumvent Company policy on raiding, soliciting, cross-sponsoring or interference.
- e) Change of IA Business Name: The Company reserves the right to approve or disapprove IA's change of business names, formation of partnerships, corporations, limited liability companies, trusts or other legal entities for tax, estate planning, and limited liability purposes. If the Company approves such a change by IA, the organization's name and the names of the principals of the organization must appear on the IA application/agreement along with a social security number or federal identification number if it is organized or operating within the United States. It is prohibited to make changes to attempt to circumvent or violate Company rules on raiding, solicitation, targeting, cross-sponsoring or interference.

**21) CORRECTIVE ACTIONS**

- a) Conditional Obligations: The Company's obligations to an IA or Coach are conditioned upon the IA or Coach's faithful performance of the terms and conditions of the Contract. The Company, in its sole discretion, will investigate and determine in good faith if an IA or Coach is in breach of the Contract and may elect any or all-available remedies.
- b) Remedies: In the event of breach, the Company may elect to take no action or to exercise some or all contractual remedies and remedies at law or in equity, including, but not limited to:
  - i) Notify the IA or Coach either in writing or verbally of the breach and providing a notice to cure the breach.
  - ii) Require from the IA or Coach additional assurances of future compliance.
  - iii) Assess damages and withhold them from compensation payments.
  - iv) Reassignment of all or part of an IA's downline organization.
  - v) Suspend various IA or Coaching rights temporarily or permanently.
  - vi) Seek injunctive relief.



- vii) Terminate the Contract and IA or Coaching position.
- viii) Seek damages and associated costs.
- c) **Reporting Contract Breaches:** If an IA, Coach or Customer observes or is aware of another IA's violation of any term or condition of the Contract, the observing party should submit a written complaint to the Company's Compliance Department. Because of the difficulties of investigating and asserting appropriate remedies for stale claims, any complaint for breach of the terms and conditions of the Contract other than Cross-Company Recruiting must be brought to the Company's attention for review within twelve (12) months of the start of the alleged violation.
  - i) Cross-Company Recruiting violations must be brought to the Company's attention within six (6) months of the alleged violation. Failure to report a violation within that time frame may result in the Company not pursuing the allegations in order to prevent the IA business from being disrupted due to stale claims. However, this policy does not waive the Company's right to investigate and take corrective action against IA's should they be found in violation of the Contract.
- d) **Circumvention of the Contract:** The Contract is designed to protect Customers, other IAs, Coaches, and the Company from the adverse consequences of violations by IAs and other participants. IAs or Coaches who intentionally circumvent the Contract to accomplish indirectly what is prohibited directly will be treated as if the applicable policy or rule had been broken directly. In such circumstances, all of the available remedies as stated above will be available to the Company. The Contract is not intended to give an IA or Coach the right to enforce the Contract against another IA or Coach directly, or to take any legal action against another IA or Coach.

## 22) RECORD REQUESTS

- a) **Requests for Records:** The Company will comply fully with all requests for records accompanied by a properly prepared and signed authorization by the IA or Customer whose records are being sought. The Company will comply fully with all valid and enforceable demands for records by government agencies with the authority to request such records and accompanied by the requisite legal documentation.
- b) **Subpoenas Duces Tecum (Demands for Records):** Assuming proper jurisdiction, the Company will comply with all valid and enforceable subpoenas duces tecum demanding financial compensation records of an IA in his/her capacity as an Independent Contractor with the Company.
- c) **Enforcement of Judgment, Garnishments, Support Orders, Federal Tax Liens, etc.:** The Company will honor valid and enforceable court orders, garnishments, support orders, etc. that have been properly registered in the jurisdiction where the Company is headquartered or registered to do business as an out of state corporation.

## 23) CANCELLATION OR TERMINATION

- i) **Voluntary Cancellation/Termination of IA Position and Contract:** The Contract and related IA position can be voluntarily terminated by an IA or Coach who is not in breach of the Contract for any reason, at any time, by providing written notice to the Company signed by all person(s) listed on the Independent Affiliate Application and Agreement. The termination is effective on the date the Company receives the written notice, although processing of the termination request may be delayed until the following month if there is current Qualifying Volume or Commission Volume crediting to the subject IA position. If an IA or Coach is in breach of the Contract, he or she cannot voluntarily or unilaterally terminate the Contract until the longer of:

- (1) The last day of the renewal period of the Contract, or

- (2) The last day of the period equal to the amount of time such IA or Coach had been in violation of the Contract prior to the Company's discovery of the breach, but not to exceed one (1) year.
  - (3) In such a case, the Company may elect any or all available remedies for breach of the Contract pursuant to its terms, and the effected IA or Coach may not be entitled to receive any Commissions during such period.
- ii) If an IA elects to cancel or not to renew his\her IA agreement, all rights to bonuses, marketing position and wholesale purchases cease. Contract provisions that continue beyond the termination of the Contract are excepted. The canceled IA's sales organization shall be subject to placement in accordance with the then current published compensation plan presentation.
  - iii) If the IA has purchased tangible inventoried products or sales aids while the IA agreement was in effect, all products in a resalable condition then in possession of the IA, which have been purchased within ninety (90) days of cancellation, shall be repurchased. This does not include personal course enrollments, coaching sessions already attended, or services already utilized. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel. This buyback period is twelve (12) months in Massachusetts, Maryland, Montana, Georgia, Louisiana, Wyoming, Texas, Oklahoma, Idaho, Utah, Washington and Puerto Rico. In addition, the company will honor statutory mandated buyback requirements of every jurisdiction. A Montana resident may cancel his or her IA Contract within 15 days from the date of enrollment, and may return his or her enrollment kit for a full refund within such time period.
  - iv) An IA or Coach who voluntarily terminates may re-apply for a new IA position under a new Sponsor no earlier than six (6) months from the date the Company receives written notice of the termination. During this six (6)-month period, the voluntarily terminated IA or Coach is not permitted to participate in any IA business or have any beneficial interest in any IA position.
  - v) An IA or Coach may not terminate voluntarily if the IA position is not in good standing with the Company, as may be evidenced by, but not limited to, any of the following conditions:
    - (1) The subject IA position is on hold, suspension, or probation; or
    - (2) The IA position is under investigation, but no formal corrective action has taken place; or
    - (3) Notice of Intent to Terminate has been sent.
- b) Termination of IA Position and Contract by the Company: The Company reserves the right to terminate the Contract and IA position of any IA or Coach at any time for cause when it is determined that the IA or Coach has violated the provisions of the IA Contract, including the provisions of these Policies and Procedures as they may be amended or the provisions of applicable laws and standards of fair dealing. Such involuntary Contract and IA position termination shall be made by the Company at its discretion. Upon an involuntary termination, the Company shall notify the IA or Coach by mail at the latest address listed with the Company for the IA or Coach. In the event of a termination, the terminated IA or Coach agrees to immediately cease representing him/herself as an IA or Coach.
- i) When a decision is made to terminate an IA or Coach, the Company will inform the IA or Coach in writing that the IA or Coach is terminated immediately, effective as of the date of the written notification. The termination notice will be sent by certified mail to the IA or Coach's address on file with the Company.

- ii) The IA or Coach will have fifteen (15) days from the date of mailing of the certified letter in which to appeal the termination in writing, and provide written response to the finding of violations of Company agreement, policies and/or rules. The IA or Coach's appeal and/or response correspondence must be received by the Company within twenty (20) days of the Company's termination letter. If the appeal is not received within the twenty-day period, the termination will be automatically deemed final.
- iii) If an IA or Coach files a timely appeal of termination, the Company will review and reconsider the termination, consider any other appropriate action, and notify the IA or Coach of its decision. The decision of the Company 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.
- c) Return of Confidential Information: An IA or Coach whose position was canceled or terminated under this section must return all Confidential Information, including any information derived therefrom, over which he or she has direct or indirect control to the Company upon termination or upon demand of the Company. If any such Confidential Information cannot be returned because it is in electronic format, the IA or Coach shall permanently delete and erase the Confidential Information upon termination or upon demand.
- d) Buyback Restrictions: If an IA or Coach is determined to be in breach of the Contract, the Company reserves the right to stop or delay the buy-back of tangible product inventory under the terms of the Contract.
- e) Effects of Termination for Breach of Contract:
  - i) An IA or Coach whose Contract is terminated by the Company must wait one (1) year before applying for a new IA position. During that time, the terminated IA or Coach can have no beneficial interest in any other IA position. Prior to applying, he or she must first petition the Company through the Compliance department. The petition will include an affidavit that must be signed under penalty of perjury and notarized in which the IA or Coach confirms that he or she has had no beneficial interest in any IA position during the prior one year.
  - ii) Upon termination of the subject IA position and Contract, all of the IA or Coach's rights in and to the IA position and the IA business are revoked and terminated. In acknowledgement of the damages the Company and/or other IAs or Coaches have likely suffered and/or will suffer as a result of IA's breach, IA consents that any unpaid commissions, bonuses or other compensation may be forfeited to the Company to offset a portion of the damages.
  - iii) The Company may elect to reorganize the downline organization of an IA position terminated for breach in a manner that serves the best interests of the downline Customers and upline sponsors of the terminated IO position.
  - iv) Where the Company elects to terminate an interest in an IA position in which there is more than one Interest Holder, the following may apply:
    - (1) The departing Interest Holder(s) must relinquish all rights to, and interests in, the IA position and any Coaching position; and
    - (2) The Company may not divide or reassign any of the downline organization; and
    - (3) The Company may not split commissions, bonuses, or other compensation between the prior or current Interest Holders of the affected IA position.

## 24) MISCELLANEOUS PROVISIONS

- a) Use of IA Image: Unless expressly blocked by an IA with a written communication delivered to the Company, it is agreed that the Company is authorized to use IA's name, photograph, personal story and/or likeness in advertising or promotional materials and IA waives all claims for remuneration for such use.
- b) Distribution of Leads by Company: Persons who are outside the Company network often make inquiries to the Company about its products and/or business opportunity. If the Company is able to determine that the inquiring person received the information from a specific IA or that there is a particular IA that the person is acquainted with, every attempt will be made to refer the inquiring person to that IA. If an association with a particular IA cannot be determined, the inquiring person will be Sponsored by an existing Active IA at the "Gold Affiliate" level or higher that:
  - i) Is geographically closest to the inquiring person; AND/OR
  - ii) Speaks the same language as the inquiring person.
  - iii) Final judgment with respect to the positioning of leads remains the right of the Company.

## 25) LEGAL PROVISIONS

- a) Notification of Adverse Action: Each IA or Coach shall immediately notify the Company's legal department in writing of any potential or actual legal claims from third parties against the IA or Coach arising from, or associated with, the IA business, other IAs or Coaches or Customers, the courses, products and service or any other issue that could reasonably be interpreted as having an adverse effect on the Company. After being notified of such adverse action, the Company may take any action necessary to protect itself, including controlling any litigation or settlement of the legal claims.
- b) Indemnification and Hold Harmless: The IA or Coach hereby indemnifies and releases Company, its officers, directors, agents and assigns and holds harmless from and against the full amount of any and all claims, causes of action, judicial and administrative proceedings suits, charges, liabilities, losses, damages, costs and expenses, including without limitation court costs and reasonable fees and expenses of attorneys and consultants, which are or may be made, filed or assessed against Company at any time arising out of IA or Coach's business operations and representations made by IA or Coach in the operation of his/her business, arising from the following:
  - i) Violation and/or lack of compliance with terms of the Independent Affiliate Agreement, Policies and Procedures, rules and regulations, marketing program manual or any other portion of the Contract or guidelines or any other directive from the Company as to method and manner of operation of the IA business.
  - ii) Engaging in any conduct not authorized by the Company in the Company market program.
  - iii) Any fraud, negligence or willful misconduct in the operation of the IA or Coaching business.
  - iv) Misrepresentation or unauthorized representation regarding the Company's product or service, marketing opportunity or potential of the Company's marketing program.
  - v) Failure to adhere to any federal, state, or local law, regulation, ordinance and/or any order or rule issue by any court of appropriate jurisdiction.
  - vi) Engaging in any action which exceeds the scope of authority to the IA or Coach as granted by the Company.

- vii) Engaging in any activity over which Company has no effective control as to the actions of the IA or Coach.
- viii) Engaging in the general business operations of IA's business.
- c) Ambiguities: Ambiguities, if any, in the Contract shall not be construed against any party, regardless of which party may be deemed to have authored the ambiguous provision.
- d) Warranties: The Company extends no product warranties, either expressed or implied, beyond those specifically articulated in the Contract. The Company disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or trade secret arising from the IA or Coach's operations. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.
- e) No Waiver of Enforcement Rights: 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. In addition, any time the Company gives permission for a breach of the rules, that permission does not extend to future breaches. This provision deals with the concept of "waiver," and the parties agree that the Company does not waive any of its rights under any circumstances short of the written confirmation alluded to above.
- f) Partial Validity: Should any portion of these Policies and Procedures, of the Independent Affiliate's Application and Agreement, or of any other instruments or agreements referred to herein or issued by the Company as part of the Contract be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.
- g) Force Majeure: IAs, Coaches and Customers acknowledge that the Company is not liable for any damages or losses caused by the delay or inability to manufacture, sell, or deliver its products due to labor strikes, accidents, fire, flood, acts of civil authority, changes in law, acts of God, acts of terrorists, or from any other causes that are beyond the control of the Company.
- h) Governing Law, Arbitration, Injunctive Relief: Pasco County, State of Florida, United States of America, is the place of the origin of this Contract and is where the Company accepted the offer of the Applicant to become a Customer or IA or Coach and where the Customer or IA or Coach entered into the Contract with the Company. The Contract is therefore to be construed in accordance with the laws of the State of Florida (without giving effect to any conflict of law provision or rule) as to contracts made and to be wholly performed within the State.
  - i) Any controversy or claim arising out of or relating to the Contract or the breach thereof, or any controversy or claim relating to the business relationships arising between IAs or Coaches and Customers shall be resolved by mandatory, final, binding, non-appealable arbitration in Pasco County, Florida, United States of America.
    - (1) There shall be one arbitrator, who shall be impartial, independent, and mutually agreed upon by the parties to the arbitration within seven (7) days following receipt of the written notice for demand for arbitration.
    - (2) If the parties do not reach agreement on a single arbitrator within such seven (7) day period, the parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (except that there shall only be one arbitrator)

and shall be governed by Florida state law, including, but not limited to, the rules pertaining to the discovery process as found in the Florida Rules of Civil Procedure.

- (3) Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof and enforcement of the judgment shall be governed by the Florida state law.
- (4) The parties shall equally share the assessed costs associated with the arbitration, including all arbitrator fees. If one party fails to pay its assessed costs, and such failure prevents the timely appointment of an arbitrator or delays ongoing arbitration proceedings, the other party may seek provisional remedies under the Florida Arbitration Code, to compel the non-paying party to comply with its payment obligations. Such provisional remedies may be sought in the courts of the State of Florida, in Pasco County as the exclusive and sole jurisdiction and venue for such provisional actions, and each party hereby consents to personal jurisdiction and proper venue in those courts for such actions.
- (5) The failure to pay assessed costs under this Section, and any resulting costs, expenses, or damages resulting from the other party being required to seek provisional relief, shall become an additional claim of the injured party in the underlying arbitration.
- (6) The parties, AAA, and the arbitrator shall maintain the confidentiality of the entire arbitration process and may not disclose any of the following information to any other person not directly involved in the arbitration process:
  - (a) The substance of, or basis for, the controversy, dispute, or claim.
  - (b) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration.
  - (c) the terms or amount of any arbitration award.
- (7) AAA and the arbitrator shall have the authority to make appropriate rulings to safeguard confidentiality unless the law provides to the contrary.
- (8) The parties agree that before or after a demand for arbitration is made that a party (in addition to any other remedies which it may have and which are hereby exclusively reserved) is entitled to preserve its rights under the Contract by seeking interim injunctive relief (a temporary restraining order, preliminary injunction and all other forms of interim relief available to the party filing the action) without a bond, and that the only venue for any suit shall be in the state courts located in Pasco County, Florida or, at the sole discretion of the Company, in the federal court located in Pasco County, Florida.
- (9) The parties agree that such suit filed with the court:
  - (a) Is not a waiver of the rights of the party who filed the suit to proceed with any demand for arbitration it previously filed, and
  - (b) Will not in any way affect the rights of the party filing the suit to thereafter demand arbitration once the interim relief is obtained.
- (10) The parties expressly waive any objections to personal jurisdiction or venue of such courts and to the arbitration being conducted in Pasco County, Florida, United States of America.
  - i) Attorneys' Fees and Legal Expense: If any suit, action, or proceeding is brought to enforce any term or provision of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled.
  - j) Successors and Assigns: The Contract will be legal and binding upon and inure to the benefit of the heirs, devisees, executors, administrators, personal representatives, successors, and assigns (as applicable) of the respective parties hereto.

k) Limitation of Liability: To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as “Responsible Parties”) shall not be liable for, and the IA releases Company and its Responsible Parties from and waive all claims, for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by IA as a result of: (i) IA’s breach of the Contract, (ii) the promotion or operation of the IA’s business; (iii) IA’s incorrect or wrong data or information provided to the Company or its Responsible Parties; or (iv) the IA’s failure to provide any information or data necessary for the Company to operate its business. INDEPENDENT AFFILIATE AGREES THAT THE ENTIRE LIABILITY OF THE COMPANY AND ITS RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER RELATED TO THE CONTRACT, BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, SHALL NOT EXCEED, AND SHALL BE LIMITED TO, THE AMOUNT OF PRODUCTS THE IA HAS PURCHASED FROM THE COMPANY THAT ARE IN RESALABLE CONDITION.