



Statement of Policies & Procedures

EFFECTIVE APRIL 1ST 2021

iGENIUS | 459 NORTH 300 WEST SUITE 15B KAYSVILLE, UT 84037

WWW.IGENIUSGLOBAL.COM

iGenius LLC is a wholly owned subsidiary of Investview Inc. a publicly traded company OTCQB: INVU

Table of Contents

SECTION 1: IGENIUS CORPORATE PRINCIPLES	6
1.1 Our Mission	6
1.2 Our Vision	6
1.3 Our Brand Promise	6
1.4 Our Core Values	6
1.5 iGenius Brand Statement	6
1.6 iGenius Brand Tagline	6
SECTION 2: INTRODUCTION	7
Adherence to Terms and Conditions and General Code of Ethics	7
2.1 Code of Ethics	7
2.2 All Documents Incorporated into Distributor Agreement	9
2.3 Changes to the Agreement	9
2.4 Policies and Provisions Severable	9
2.5 Waiver	10
SECTION 3: BECOMING A DISTRIBUTOR	10
3.1 Requirements	10
3.2 Registration Fee and Product Purchases	10
3.3 Independent Distributor Benefits	10
3.3.1 Recognition Program	11
3.4 Independent Distributor Term and Renewal	11
SECTION 4: OPERATING YOUR BUSINESS	11
4.1 Adherence to the Bonus Plan	11
4.2 Advertising	12

- 4.2.1 General 12
- 4.2.2 Trademarks and Copyrights 13
- 4.2.2.1 Independent Distributor Logo 14
- 4.2.3 Media and Media Inquiries 15
- 4.2.4 Unsolicited Email 15
- 4.2.5 Unsolicited Faxes 15
- 4.2.6 Telephone Directory Listings 16
- 4.2.7 Television and Radio Advertising 16
- 4.2.8 Advertised Prices 16
- 4.2.9 Events, Presentations, and Content 16
- 4.3 Online Conduct 17**
- 4.3.1 Distributor Web Sites 17
- 4.3.2 Replicated Websites 18
- 4.3.3 Registered External Website Content 18
- 4.3.4 Independent Distributor Disclosure 19
- 4.3.5 Registered External Websites Must be Exclusive 19
- 4.3.6 No eCommerce or Stock-and-Sell Retailing 19
- 4.3.7 Registered External Website Termination 19
- 4.3.8 Team Websites 19
- 4.3.9 Domain Names, email Addresses and Online Aliases 19
- 4.3.10 Hotlinks 20
- 4.3.11 Monetizing Registered External Websites 20
- 4.3.12 Online Classifieds 20
- 4.3.14 Online Retailing 20
- 4.3.15 Banner Advertising 20
- 4.3.16 Spam Linking 21
- 4.3.17 Digital Media Submission 21
- 4.3.18 Sponsored Links / Pay-Per-Click (PPC) Ads 21
- 4.3.19 Domain Names and Email Addresses 21
- 4.3.20 Social Media 21
- 4.4 Business Entities 23**
- 4.4.1 Changes to a Business Entity 24
- 4.5 Change of Enroller 24**
- 4.5.1 Misplacement 25
- 4.5.2 Up line Approval 25
- 4.5.3 Cancellation and Re-application 25
- 4.5.4 Misleading Basis for Enroller Change 26
- 4.6 Waiver of Claims 27**
- 4.7 Unauthorized Claims and Actions 27**
- 4.7.1 Indemnification 27
- 4.7.2 Product Claims 27
- 4.7.3 Bonus Plan Claims 28
- 4.7.4 Income Claims 28

4.8 Commercial Outlets 29

4.9 Trade Shows, Expositions and Other Sales Forums 29

4.10 Conflicts of Interest 29

 4.10.1 Non-solicitation 29

 4.10.2 Distributor Participation in Other Network Marketing Programs..... 30

 4.10.3 Confidential Information 30

4.11 Targeting Other Direct Sellers 31

4.12 Errors or Questions 32

4.13 Governmental Approval or Endorsement 32

4.14 Income Taxes 32

4.15 Independent Contractor Status 32

4.16 Insurance 33

4.17 International Marketing 33

4.18 Bonus Buying 33

4.19 Adherence to Laws and Ordinances 33

4.20 One Distributor Per Household 33

4.21 Actions of Household Members or Affiliated Parties 34

4.22 Roll-up of Marketing Organization 34

4.23 Sale, Transfer or Assignment of Independent Distributor 34

4.24 Separation of Owners of a Distributor Business 35

4.25 Enrolling Online 36

4.26 Succession 36

 4.26.1 Transfer Upon Death of a Distributor 36

 4.26.2 Transfer Upon Incapacitation of a Distributor 37

4.27 Telemarketing Techniques 37

4.28 Back Office Access 38

4.29 Anti-Money Laundering (AML) Policy 38

 4.29.1 Anti-Money Laundering Program 38

4.29.2 New Account Identification and Verification.....38

4.29.3 Distributors or Customers Who Refuse to Provide Accurate Information39

4.29.4 Verifying Information39

4.29.5 Lack of Verification.....39

4.29.6 Recordkeeping39

4.29.7 Responding to Red Flags39

4.29.8 AML Training Programs40

SECTION 5: RESPONSIBILITIES OF DISTRIBUTORS41

5.1 Change of Address, Telephone, and E-Mail Addresses41

5.2 Continuing Development Obligations41

5.2.1 Ongoing Training.....41

5.2.2 Increased Training Responsibilities42

5.2.3 Ongoing Sales Responsibilities42

5.3 Non-disparagement.....42

5.4 Providing Documentation to Applicants42

SECTION 6: SALES REQUIREMENTS42

6.1 Product Sales42

6.1.1 Executing a Sale43

6.1.2 Redirection of Customer Funds & Sales Misrepresentation43

6.2 No Territory Restrictions.....43

SECTION 7: BONUSES AND COMMISSIONS43

7.1 Bonus and Commission Qualifications.....43

7.2 Adjustment to Bonuses and Commissions44

7.2.1 Adjustments for Returned Products and Cancelled Services44

7.2.2 Hard Copy Commission Checks45

7.2.3 Tax Withholdings.....45

7.2.4 Maximum Payout 65% Cap Rule45

7.3 Reports.....45

SECTION 8: PRODUCT GUARANTEES, REPURCHASE AND RESCISSION.....46

8.1 Product and Purchase Rescission46

8.2 Product Guarantee and Refund Policy46

8.2.1 Product Guarantee46

8.2.2 Montana Residents46

8.2.3 Refund Policy after Ten Days46

8.3 Stop Payment Requests and Payment Reissue47

SECTION 9: DISPUTE RESOLUTION & DISCIPLINARY PROCEEDINGS47

9.1 Disciplinary Sanctions47

9.2 Grievances and Complaints48

9.3 Mediation48

9.4 Arbitration.....49

9.5 Governing Law, Jurisdiction and Venue50

 9.5.1 Louisiana Residents50

SECTION 10: PAYMENTS50

10.1 Restrictions on Third Party Use of Credit Cards & Checking Account Access50

10.2 Sales Taxes50

SECTION 11: INACTIVITY AND CANCELLATION51

11.1 Effect of Cancellation51

11.2 Cancellation Due to Inactivity51

 11.2.1 Failure to Meet Bonus Plan Requirements51

11.3 Involuntary Cancellation51

11.4 Voluntary Cancellation.....52

11.5 Non-renewal52

11.6 Exceptions to Activity Requirements52

 11.6.1 Maternity52

 11.6.2 Military Deployment52

SECTION 12: DEFINITIONS52

SECTION 1: iGenius Corporate Principles

1.1 Our Mission

Our mission is to help people live brilliant lives. We provide our members with smart leading edge opportunities, resources, tools, and education to help amplify their quality of life.

1.2 Our Vision

Rather than accept the status quo, we aim to help millions of people take control of their future. By connecting individuals to innovative strategies, the most current information, and brilliant opportunities, we strive to make a lasting impact on those seeking an enhanced lifestyle.

1.3 Our Brand Promise

We promise to provide a completely transparent and unique experience specifically designed to enhance your financial future and improve your overall well-being.

1.4 Our Core Values

We Care - Caring is fundamental to the way we do business. We don't just say it; we show it. We care because we are in the business of educating and training people to find, grow and keep a stable financial footing. We care because we are genuinely interested in offering customers a path to success.

We Are Relentlessly Innovative - At iGenius, we are never content to sit back. We work hard to make sure we are at the leading-edge in the financial market space, providing the most current information, technology and resources available.

We Are Transparent, Accurate, and Honest - Confusion often leads to frustration and the inevitable breakdown of trust. At iGenius, we recognize the importance of being transparent, accurate and completely honest in everything we do so that there is no confusion. Our number one goal is to establish an open, transparent relationship so that our customers feel confident they can trust us to act in their interest, and more importantly, with integrity.

1.5 iGenius Brand Statement

"iGenius empowers people to take control of their future, embrace change, live smarter, and see the world differently."

1.6 iGenius Brand Tagline

"Be Brilliant"

SECTION 2: Introduction

Adherence to Terms and Conditions and General Code of Ethics

iGenius, recognizing that Distributors engaged in the iGenius business opportunity assume certain responsibilities in their promotional and selling methods in the distribution of iGenius products and services, hereby sets forth the basic fair and ethical principles and practices within these Policies & Procedures to which Distributors must continue to adhere to in the conduct of their business.

2.1 Code of Ethics

At iGenius, we pride ourselves in our mission to help people live brilliant lives. We provide our members with smart leading-edge opportunities, resources, tools, and education to help amplify their quality of life.

Being a worldwide company with customers and distributors on every continent, we need each and every single one of our members to adhere to this Code of Ethics and all other policies, including but not limited to: Policies and Procedures and the Distributor Agreement, in order to maintain a sustainable business model that will continue to benefit people throughout the world.

Who Must Follow Our Code?

All customers and distributors are expected to be familiar with, and fully adhere to, the Code of Ethics. Failure to adhere to the code will result in disciplinary action up to and including termination of the Distributor Agreement. Any local or international law violations may also be prosecuted to the full extent of the law.

Ethical Behavior and Business Practices

Diversity

We welcome people of all backgrounds and identities without regard to race, color, religion, sex, sexual orientation, gender identity, marital status, national origin, political belief, age, protected veteran or disabled status, or genetic information.

Work Environment

Distributors are expected to create a healthy work environment that follows the highest ethical principles. Distributors must conduct themselves in such a way that reflects the Company values. All interactions between distributors and any other party must remain civil, courteous, and business-appropriate regardless of how or where they take place. Distributors shall be considerate and respectful to everyone. Disrespectful and inappropriate behavior will not be tolerated. Such behaviors include but are not limited to:

- Discrimination (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise)
- Sharing or discussing sexually explicit, obscene or pornographic material
- Threats

- Profanity
- Defamatory and libelous statements
- Violence
- Harassment
- Abuse
- Personal insults, especially those using racist or sexist terms and profanity.
- Sexual harassment
- Concealing or encouraging inappropriate behavior

Claims & Representation

Transparency, accuracy, and honesty are some of our core values. Customers and Distributors alike are required to reflect these company values by properly presenting the products and services of the Company in a truthful manner at all times.

Unaudited claims of income, gains, or performance of trade research and alerts is strictly prohibited. The only exception is for posts, presentations or representations that have been submitted, reviewed, and approved by the Company's compliance department.

Failure to be upfront and transparent during or after the recruitment process may result in disciplinary actions up to and including termination. The best way to avoid disciplinary actions is by being familiar with our products and services, and all Policies and Disclosure documents. If a customer or distributor is not familiar with a certain topic or does not have the answer to a question, they must direct the inquiring party to the Company's support team.

Compliance with Laws and Regulations

iGenius is fully committed to being compliant with all applicable laws, rules, and regulations of the countries in which we conduct business and operations. As a Company customer or distributor, you are expected to be familiar with, and adhere to all the laws, rules and regulations involving your business in every country you conduct business in. This includes but is not limited to: income laws, tax laws, business laws, etc. If you have any questions regarding what laws apply to you and your Independent Distributor Business, please consult your own tax accountant, tax attorney, or other tax professional. Law violations may result in the termination of your Distributor Agreement whether such violations are related to your business and relationship with the Company or not.

The Company reserves the right to keep or to terminate the Independent Distributor Agreement for any reason or for no reason. Distributors are solely responsible and liable for any law violations and they agree to indemnify the Company, its affiliate companies, directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by the Company as a result of the Distributor's unauthorized representations or actions. This provision shall survive the termination of the Distributor Agreement.

How Can I Report Concerns?

Concerns regarding Code of Ethics violations must be sent to:

iGenius Compliance Department
compliance@igeniusglobal.com

Any concerns along with accompanying information or evidence that we receive are anonymous and shall remain confidential. Supporting evidence may be required in order to support internal investigations and enforce Policies and Procedures. If you have any other questions please contact our Compliance Department through the email address above.

2.2 All Documents Incorporated into Distributor Agreement

These Policies and Procedures, along with the Purchase Terms and Conditions, the Replicated Website and Privacy Policy, and the Bonus Plan, in their present form and as amended by iGenius LLC (hereafter the "Company"), are incorporated into, and form an integral part of, the Independent Distributor Agreement. It is the responsibility of each Distributor to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term "Agreement" is used, it collectively refers to these Policies and Procedures, Agreement Terms and Conditions, Purchase Terms and Conditions, the Replicated Website and Privacy Policy, the Bonus Plan, and the Business Entity Application (if applicable). These documents are incorporated by reference into the Company's Distributor Agreement (all in their current form and as amended by The Company).

2.3 Changes to the Agreement

The Company reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the Distributor Agreement, a Distributor agrees to abide by all amendments or modifications that the Company elects to make. Amendments shall be effective five (5) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company's official web site; (2) electronic mail (e-mail); (3) posting in Distributors back-offices; (4) inclusion in Company periodicals; (5) inclusion in product orders or bonus checks; or (6) special mailings. The continuation of an Independent Distributor's business, the acceptance of any benefits under the Agreement, or a Distributors acceptance of bonuses or commissions constitutes acceptance of all amendments.

2.4 Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

2.5 Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of the Company to exercise any right or power under the Agreement or to insist upon strict compliance by a Distributor with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the Company's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of a Distributor against the Company shall not constitute a defense to enforcement of any term or provision of the Agreement.

SECTION 3: Becoming a Distributor

Distributors are independent contractors and not employees of the Company. In all written, graphic, or digital material used for The Company's business purposes, Distributors must represent themselves as an "Independent Distributor." In verbal conversations with prospective Distributors and Customers, Distributors must not introduce themselves as anything other than an "Independent Distributor." Distributors shall not lead anyone to believe that they are employees, founders, partners or representatives of the Company.

3.1 Requirements

In order to become an Independent Distributor each applicant must:

1. Be at least 18 years of age;
2. Reside in the United States or U.S. Territories or a country that the Company has officially announced is open for business;
3. Provide the Company with his/her valid Social Security or Federal Tax ID number (required prior to receipt of the first qualified commission payout);
4. Provide payment of the annual Registration Fee via valid payment method;
5. Submit a properly completed Independent Distributor Agreement to the Company;

The Company reserves the right to accept or reject any Independent Distributor Agreement for any reason or for no reason.

3.2 Registration Fee and Product Purchases

Other than the one-time initial fee and annual registration fee, no person is required to purchase company products, services or sales aids, or to pay any other charge or fee to become an Independent Distributor of the Company.

3.3 Independent Distributor Benefits

Once an Independent Distributor Agreement has been accepted by the Company, the benefits of the Bonus Plan and the Distributor Agreement are available to the new Distributor. These benefits include the right to:

1. Sell the Company's products and services;
2. Participate in the Company's Bonus Plan (receive bonuses and commissions, if eligible)

3. Enroll other individuals as Customers or Distributors into the business and thereby, build a marketing organization and progress through the Bonus Plan and its associated rewards;
4. Receive periodic company literature and other Corporate communications;
5. Participate in Company sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
6. Participate in promotional and incentive contests and programs sponsored by the Company for the benefit of its Distributors.

3.3.1 Recognition Program

Included in the benefits of an active Distributor Agreement is participation in the Company's Recognition Program. Each sale is recorded and tracked by the Company for calculation of bonuses, sales volume and rank recognition.

Each reward or bonus will have qualifications, requirements and restrictions and the distributor should reference the Company's Bonus Plan for specific details.

Rewards items may be changed by the Company at any time and distributors will be notified through an updated release of the Company's Bonus Plan.

3.4 Independent Distributor Term and Renewal

The term of the Independent Distributor Agreement is one year from the date of its acceptance by the Company (subject to reclassification for inactivity after six months pursuant to Section 11.2.1. Distributors must renew their Distributor Agreement each year by paying the annual renewal fee on or before the anniversary date of their Distributor Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Distributor Agreement, the Agreement will be canceled. Distributors may elect to utilize the Automatic Renewal Program ("ARP"). Under the ARP, the renewal fee will be charged to the Distributor's payment method on file with the Company. Distributors without a renewal payment method on file must renew through their business back office.

SECTION 4: Operating Your Business

4.1 Adherence to the Bonus Plan

Distributors must adhere to the terms of the Bonus Plan as set forth in official company literature. Distributors shall not offer the Company's opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official Company literature. Distributors shall not require or encourage other current or prospective Customers or Distributors to execute any agreement or contract other than official Company agreements and contracts to become a Distributor. Similarly, Distributors shall not require or encourage other current or prospective Customers or Distributors to make any purchase from, or payment to, any individual or other entity to participate in the Bonus Plan other than those purchases or payments identified as recommended or required in official Company literature.

4.2 Advertising

4.2.1 General

All Distributors shall safeguard and promote the reputation and principles of the Company and its products. In the marketing and promotion of the Company's products, opportunity, Bonus Plan, and services Distributors must ensure that their statements are truthful, fair, accurate and must avoid all discourteous, deceptive, misleading, illegal, fraudulent, unethical, or manipulative conduct in the course of their business or their personal lives that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the field sales force.

To promote both the products and services, along with the distributor opportunity, Distributors should use the sales aids, business tools, and support materials produced by the Company expressly for this purpose. The Company has carefully designed its products, product labels, Bonus Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the legal requirements of federal and state laws.

Accordingly, Distributors may only advertise or promote their business using approved tools, templates or images acquired from the Company.

No approval is necessary to use company provided marketing materials. If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to the Compliance Department (compliance@iGeniusglobal.com) for consideration and approval. Unless you receive specific written approval from the Company to use such tools, the request shall be deemed denied.

Distributors may not sell sales aids to other Distributors. Therefore, Distributors who receive authorization from the Company to produce their own sales aids may not sell such material to any other Independent Distributor. Distributors may make approved material available to other Distributors free of charge, if they wish, but may not charge other Independent Distributors for the material.

Distributors may not re-label, re-brand, or alter the names, details, process, or function of any products, services, information, materials, or programs in any way. Additionally, Distributors may not, in their promotion of or recruitment for the Company, associate any team/group names or non-company brands directly with the Company or its intellectual properties, products, services, information, materials, or programs, or promote any team/group name or brand in lieu of the official Company brand.

Team/group names for Distributor groups can only be used in a manner that is focused on creating proper team unity, providing training, and disseminating pertinent information. However, the overall focus and promotion of any Distributor and respective teams/groups must be in association with the official Company brand. Any use of a team/group name or individual brand in any manner that may directly or indirectly cause confusion, misrepresentation, in association with the true source and nature of Company products, services, information, materials, or programs and/or diminishes, distorts, replaces, or otherwise damages the Company brand is strictly prohibited.

The Company maintains the right to protect its intellectual properties and business assets by taking whatever action it deems necessary including, but not limited to, prohibiting, or denying the use of any team/group name or non-company brands being used in association with the Company in any way.

The Company further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Distributors waive all claims for damages or remuneration arising from or relating to such rescission.

4.2.2 Trademarks and Copyrights

The name of the Company and other names as may be adopted by the Company or its parent Company are proprietary trade names, trademarks and service marks of the Company (collectively "marks"). As such, these marks are of great value and are supplied to Distributors for their use **only** in an expressly authorized manner. The Company will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including Independent Distributors, in any unauthorized manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Distributors may not produce for sale or distribution any recorded Company events and speeches without written permission from the Company, nor may Distributors reproduce for sale or for personal use any recording of Company produced audio or video presentations.

No portion of the Company's product may be reproduced or shared at any time including but not limited to trade alerts, trade strategies, training videos, training tools, or any other information item delivered as part of the Company's product subscription or business back office.

As an Independent Distributor, you may use the Company name in the following manner:

Distributor Name
Independent Distributor

Example:

Alice Smith
Independent Distributor

Distributors may not use the Company name in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase Independent Distributor in your phone greeting or on your answering machine to clearly separate your independent generator business from the Company. For example, you may not secure the domain name www.buyiGenius.com, nor may you create an email address such as iGeniussales@gmail.com.

Any use of the Company name in email, URL, social media site, that is designed to appear to be the Company or have a portion of the company name in it is expressly prohibited. The Distributor will be required to delete the identification, account, URL, email or social media site page.

4.2.2.1 Independent Distributor Logo

If you use a Company logo in any communication, you must use the Independent Distributor version of the Company logo. Using any other logo requires written approval.

Please see examples below:

Logos Approved for Independent Distributors:



Logos NOT Approved for Distributor Use:





4.2.3 Media and Media Inquiries

Distributors must not attempt to respond to media inquiries regarding the Company, its products or services, or their independent Distributor business. All inquiries by any type of media through any type of medium must be immediately referred to the Company Press Relations Department by emailing media@iGeniusglobal.com. This policy is designed to ensure that accurate and consistent information is provided to the public as well as a proper public image.

4.2.4 Unsolicited Email

The Company does not permit Distributors to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by a Distributor that promotes the Company, the opportunity, or our 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 include the Distributor's physical mailing address;
4. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation;
5. The use of deceptive subject lines and/or false header information is prohibited; and
6. All opt-out requests, whether received by email or regular mail, must be honored.

If a Distributor receives an opt-out request from a recipient of an email, the Distributor must forward the opt-out request to the Company.

The Company may periodically send commercial emails on behalf of Distributors. By entering into the Distributor Agreement, Distributors agree that the Company may send such emails and that the Distributor's physical email addresses will be included in such emails as outlined above. Distributors shall honor opt-out requests generated as a result of such emails sent by the Company.

4.2.5 Unsolicited Faxes

Except as provided in this section, Distributors may not use or transmit unsolicited faxes in connection with their distributor business. The term "unsolicited faxes" means the transmission

via telephone facsimile or computer of any material or information advertising or promoting the Company, its products, its Bonus Plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Distributor has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between a Distributor and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Distributor; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

4.2.6 Telephone Directory Listings

Distributors may list themselves as an "Independent Distributor" in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Distributor may place telephone or online directory display ads using the Company name or logo. Distributors may not answer the telephone by saying "iGenius", "iGenius Incorporated", or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of iGenius. If a Distributor wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

Distributor's Name
Independent iGenius Distributor

4.2.7 Television and Radio Advertising

Distributors may not advertise on television and radio except with the Company's express written approval.

4.2.8 Advertised Prices

Distributors may not create their own marketing or advertising material offering any of the Company's products or services at a price less than the current online prices, plus shipping and applicable taxes.

4.2.9 Events, Presentations, and Content

Distributors may not create, present, distribute, or otherwise utilize any presentations, event marketing materials, literature, handouts, brochures, or other content without prior and direct approval from the Company. All materials and content must be submitted directly to the Company for review and approval at compliance@iGeniusglobal.com no fewer than ten (10) business days prior to the time of its intended use and must allow the Company up to five (5) business days to respond. Any submissions not received by the Company in a timely manner may be subject to automatic denial. The company will consider individual circumstances that may require exception to the required submission deadline but, ultimately, all content approval is at the sole discretion of the Company. At all times, all content and the use thereof must adhere to all terms outlined in these policies including, but not limited to, all of Section 4. Any failure to properly submit and receive subsequent approval from the company for content prior to its use may result in disciplinary action as outlined in Section 9 of this document.

Likewise, any events, gatherings, or presentations relating to the Company that are organized, hosted, presented, offered, or promoted by Distributors must adhere to all terms found within these policies and the Distributor Agreement. Distributors must properly promote and maintain acceptable and professional conduct conducive to and complimentary of the Company brand. Only approved materials may be used at any Distributor or Company event. Distributors are solely responsible for any content, business activities, or behaviors they utilize or engage in. Any improper activities, including the use of unapproved materials/content, may result in disciplinary sanctions in accordance to Section 9.

Furthermore, ONLY active Distributors in good standing with the company may present at, host, lead, be recognized at, or notably participate in any Company-related event. Any Distributor not in good standing (i.e. inactive, under compliance investigation/sanctions, etc.) or any individual who is not an official representative of the Company must obtain prior approval from the Company before engaging in any event. All requests for approval must be sent to compliance@iGeniusglobal.com no fewer than ten (10) business days prior to the time of event and requests must allow the Company up to five (5) business days to respond. If approved, all Distributors must adhere to all terms outlined in these policies. Event organizers/hosts must confirm for themselves that all individuals participating in their event meet the requirements outlined above. This can be done by contacting the Compliance Department at compliance@iGeniusglobal.com. The Company has sole discretion in approving such requests, and any disregarding of these policies by anyone, including the event organizers/hosts, may result in disciplinary actions.

4.3 Online Conduct

4.3.1 Distributor Web Sites

Distributors may use the external website/landing page, as provided and approved by the company, to promote their business and products. Distributors may also create their own websites, so long as the website and its content comply with the terms of the Company's Policies and Procedures. It is the Distributor's obligation to ensure your online marketing activities are truthful, are not deceptive and do not mislead customers or potential Distributors in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization ("SEO") tactics, misleading click-through ads (i.e. having the display URL of a Pay-Per-Click ("PPC") campaign appear to be directed to an official Company Site when it in fact goes elsewhere), unapproved banner ads, and unauthorized press releases. The Company will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

Specifically prohibited are blog posts that use the word "fraud" as a means to draw consumer attention and then supply a positive write-up, article, post or communication. The use of the word fraud in post titles is forever linked to the brand as a result of this activity. Many individuals will never even click through the link and will just take the heading as fact.

In addition, these titles tend to display at the top of Google search results negatively impacting the Company and its brand.

4.3.2 Replicated Websites

Distributors receive a Company Replicated Website subscription to facilitate the online buying experience for their customers and distributor enrollments. Distributors are solely responsible and liable for the content they add to their Replicated Website and must regularly review the content to ensure it is accurate and relevant.

Distributors may not alter the branding, artwork, look, or feel of their Replicated Website, and may not use their Replicated Website to promote, market or sell non-Company products, services or business opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- The Independent Distributor Logo
- Your Name
- Corporate Website Redirect Button
- Artwork, logos, or graphics
- Original text

Because Replicated Websites reside on the Company's domain, the Company reserves the right to receive analytics and information regarding the usage of your website.

By default, your Replicated Website URL is:

distributorID.iGeniusglobal.biz – OR – username.iGeniusglobal.biz

You must change this default ID and choose a uniquely identifiable website name that cannot:

1. Be confused with other portions of the corporate website;
2. Confuse a reasonable person into thinking they have landed on a Company corporate page;
3. Be confused with any Company name;
4. Contain any discourteous, misleading, or off-color words or phrases that may damage the Company's image.

4.3.3 Registered External Website Content

Distributors are solely responsible and liable for their own Registered External Website content, messaging, claims, and information and must ensure that it appropriately represents and enhances the Company brand and adheres to Company Policies and Procedures. Additionally, Registered External Websites must not contain disingenuous popup ads or promotions or malicious code. External websites may not disparage another company, product or service. Decisions and corrective actions in this area are at the Company's sole review and discretion.

4.3.4 Independent Distributor Disclosure

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your Registered External Website:

- The Independent Distributor Logo
- Your Name and Title
- Company Corporate Website Redirect Button

Although the Company brand themes and images are desirable for consistency, anyone landing on any page of a Distributor's External Website must clearly understand that they are at an Independent Distributor site, and not a Corporate page.

4.3.5 Registered External Websites Must be Exclusive

Your external website must contain content and information that is exclusive to the Company. You may not advertise other products or services other than the Company's product line, opportunity, bonus plan and services.

4.3.6 No eCommerce or Stock-and-Sell Retailing

A Distributor's Registered External Website must only facilitate the entry into his/her Company Replicated Website. Distributors may not *stock and sell* Company products, nor may you facilitate an eCommerce environment that would facilitate this model. All orders must be placed through your official Replicated Website or Distributor Workstation. You may not sell additional services as part of the Company's products nor represent non-company services to the customer as being offered by the Company. This includes customized leadership and training services.

4.3.7 Registered External Website Termination

In the event of the voluntary or involuntary cancellation of your Distributor Agreement, you must remove your Registered External Website from public view within three days and redirect (forward) all traffic from that domain to www.iGeniusglobal.com. Your external website may be transferred to another Distributor, subject to Company approval, on a case-by-case basis.

4.3.8 Team Websites

You may use team websites for the purposes of connecting, communicating, training, education and sharing best practices among team customers. Because these sites may contain sensitive and Company-specific information, these team websites must be password protected and may only be shared with customers of your Sales Organization. Before you offer a team website to other Distributors, you must request approval of the website from the Company. The team website will only be approved upon written notice from the Company.

4.3.9 Domain Names, email Addresses and Online Aliases

You are not allowed to use or register iGenius or any of the iGenius trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases.

Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from or is the property of iGenius. Examples of the improper use of iGenius include, but are not limited to any form of iGenius or iGenius Global showing up as the sender of an email or examples such as:

www.MyiGeniusglobalBiz.com

www.iGenius DreamTeam.com

www.SelliGenius.com

www.iGeniusJaneDoe.com

www.iGeniusglobalMoney.net

4.3.10 Hotlinks

When directing readers to your Registered External Website or replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader that the link will be resolving to the site of an independent Distributor. Attempts to mislead web traffic into believing they are going to a Company corporate site, when in fact they *land* at a Distributor site (replicated or registered external) will not be allowed. The determination as to what is *misleading* or what constitutes a *reasonable reader* will be at the sole discretion of the Company.

4.3.11 Monetizing Registered External Websites

Distributors may not monetize their Replicated Website or their Registered External Website through affiliate programs, AdSense or similar programs.

4.3.12 Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or retail specific Company products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the Company's business opportunity, provided that the Company approved templates/images are used. These templates will identify you as an Independent Distributor. If a link or URL is provided, it must link to your Replicated Website or your Registered External Website that was pre-approved.

4.3.14 Online Retailing

Distributors may not list or sell Company products on any online retail store or ecommerce site, nor may you enlist or knowingly allow a third party to sell Company products on any online retail store or ecommerce site.

4.3.15 Banner Advertising

You may place banner advertisements on a website provided you use Company approved templates and images. All banner advertisements must link to your Replicated Website or a Registered External Website. Distributors may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with the Company products or opportunity.

4.3.16 Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative and relevant.

4.3.17 Digital Media Submission

Distributors may upload, submit or publish Company approved video, audio or photo content that they develop and create so long as it aligns with Company values, contributes to the Company's vision and is approved by the Company to be in compliance with the Company's Policies and Procedures. All submissions must clearly identify you as an Independent Distributor in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. Distributors may not upload, submit or publish any content (video, audio, presentations or any computer files) received from the Company product site or captured at an official Company event or in buildings owned or operated by the Company without prior written permission.

4.3.18 Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either the sponsoring Distributor's Replicated Website or to the sponsoring Distributor's Registered External Website. The display URL must also be to either the sponsoring Generator's Replicated Website or to your Registered External Website and must not portray any URL that could lead the user to believe they are being directed to a Corporate site or be inappropriate or misleading in any way.

4.3.19 Domain Names and Email Addresses

Except as set forth in the Distributor Agreement, Distributors may not use or attempt to register any of the Company trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address. If you do register any portion of the Company branding to a social media account, the company will require you to release the site/username to the company or delete the account altogether.

4.3.20 Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should a Distributor utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, Instagram, Pinterest, etc., the Distributor agrees to each of the following:

- a) Distributors are responsible for the content of all material they produce and all of their postings on any social media site, as well as all postings on any social media site that they own, operate, or control.

- b) Social media is an important business tool for many distributors, and as such, all social media posts must remain business-appropriate on both personal and business social media accounts. Posts with sexually explicit content and inappropriate dress are strictly prohibited. A distributor may not share photos in personal private spaces such as a bedroom, bed, bathroom, etc. Revealing photos of the human anatomy, including but not limited to: full or partial nudity, close-ups of genitals, buttocks, or breasts are strictly prohibited. Such posts, whether linked to their Independent Distributor business or not, may result in disciplinary actions up to and including termination. The Company retains the right to assess what constitutes inappropriate dress or images, as well as the breadth and severity of any violations pertaining to this policy. The Company also retains the right to take disciplinary action, including alternative actions as outlined in Section 9 of these policies, at its sole discretion.
- c) Distributors shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- d) No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the Distributor's Replicated Website.
- e) It is each Distributor's responsibility to follow the social media site's terms of use.
- f) If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- g) Any social media site that is directly or indirectly operated or controlled by a Distributor that is used to discuss or promote Company products or the opportunity may not link to any website, social media site, or site of any other nature, other than the Distributor's replicated website.
- h) During the term of this Agreement and for a period of 12 calendar months thereafter, a Distributor may not use any social media site on which they discuss or promote, or have discussed or promoted, the Company business or Company products to directly or indirectly solicit Company customers or distributors for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Distributor shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Distributors relating to the Distributor's other direct selling business activities. Violation of this provision shall constitute a violation of the no solicitation provision in Section 4.11 below.
- i) A Distributor may post or "pin" photographs of Company products on a social media site, but only photos that are provided by the Company and downloaded from the Distributor's Back-Office. Any content that is designed by the Distributor for public posting must be pre-approved by Compliance if it references the Company by name.

- j) If a Distributor creates a business profile page on any social media site that promotes or relates to the Company, its products, or opportunity, the business profile page must relate exclusively to the Distributor's business and Company products. If the Distributor's business is cancelled for any reason or if the Distributor becomes inactive, the Distributor must deactivate the business profile page.
- k) The use of "live" events that are openly broadcast on social media of the Company's products, services, opportunity or bonus plan is strictly prohibited. You may only share your personal information should you want to broadcast live. All company presentations and live events should be in a closed forum with the Distributor is aware of all those in attendance and has collected their name, email address and telephone number at a minimum. Live events that are openly broadcast to the public violate the "two-way" communication and request guidelines for prospecting. If any individual requests that you provide information or access and you have proof of this request, then you are compliant. If you just openly broadcast information that could be deemed alluring, gainful, or misleading then your acts could be deemed fraudulent.
- l) Social Media posts that show product/service performance returns are strictly prohibited. Distributors may only post content that is in compliance with Section 4.7 of this document. Unauthorized posts may result in disciplinary actions up to and including termination. Specifically, with the first offense of this nature, distributors may be given a warning. The second offense may involve a fine of \$500 USD and a third offense may result in immediate termination. The company retains the right to assess the breadth and severity of any claims and take disciplinary action, including alternative actions as outlined in Section 9 of these policies, at its sole discretion.

4.4 Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be an Independent Distributor by submitting a Distributor Agreement along with a properly completed Business Entity Application and a properly completed IRS form W-9. The Business Entity, as well as all shareholders, customers, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to the Company, compliance with the Policies and Procedures, the Independent Distributor Agreement, Replicated Website and Privacy Policy.

To prevent the circumvention of Sections 4.23 (regarding transfers and assignments of a Distributor business) and 4.5, (regarding Sponsorship Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or the Company, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify the Company in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.23. In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other Company Distributor Agreement for six (6) consecutive calendar months in accordance with Section 4.5.3. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.23.

The modifications permitted within the scope of this paragraph do *not* include a change of sponsorship. Changes in sponsorship are addressed in Section 4.5, below. The Company may, at its discretion, require notarized documents before implementing any changes to a Distributor business. Please allow fifteen (15) business days after the receipt of the request by the Company for processing.

4.4.1 Changes to a Business Entity

Each Distributor must immediately notify the Company of all changes to the business entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties in addition to changes of location, physical address, name, tax ID, telephone and email address.

4.5 Change of Enroller

The Company prohibits changes in “Enroller.” Accordingly, the only means by which a Distributor may legitimately change his/her Enroller is by voluntarily canceling his/her Company business in writing and remaining inactive for six (6) full calendar months. Following the six-calendar month period of inactivity, the former Distributor may reapply under a new Enroller, if authorized at the Company’s sole discretion. The Distributor will lose all rights to his/her former sales organization upon his/her initial cancellation.

The Company will consider waiving the six (6) month waiting period under exceptional circumstances. These circumstances may include, but are not limited to, situations wherein harassing, fraudulent, manipulative, unethical, illegal or otherwise detrimental behaviors of the Enroller are notably present. What constitutes a valid exceptional circumstance, and the approval of Enroller change requests are determined at the sole discretion of the Company.

Requests for change of Enroller for extenuating circumstances must be submitted **in writing directly by the Distributor whose enroller is being changed** and sent to compliance@iGeniusglobal.com, using the Enroller Change Request Form, and must include full details of the situation and reasoning for the change request. The signature of the immediate three up line distributors may also be required. There is an administrative fee of \$50 US for each enroller change request that is submitted. The payment must be made at the time the Enroller Change Request form is submitted. Any requests that do not include the administrative fee will be returned unprocessed.

In cases where a Distributor improperly changes his/her Enroller, the Company reserves the sole and exclusive right to determine the final disposition of the sales organization that was developed by the Distributor in his/her additional independent business. DISTRIBUTORS WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM THE COMPANY’S DECISION REGARDING THE DISPOSITION OF ANY SALES ORGANIZATION THAT DEVELOPS BELOW A DISTRIBUTOR WHO HAS IMPROPERLY CHANGED HIS/HER ENROLLER.

Any attempt to manipulate or circumnavigate enroller change policies will result in the immediate denial of all requests for any parties involved and may include additional action taken by the Company including, but not limited to, termination. The company maintains

the right to retroactively deny any enroller change should additional information be received indicating improper use or manipulation of the enroller change process.

4.5.1 Misplacement

In cases in which the new Distributor is enrolled by someone other than the individual he or she was led to believe would be his or her Enroller, a Distributor may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within **fourteen (14) days** from the date of enrollment. The Distributor requesting the change has the burden of proving that he or she was placed beneath the wrong enroller. It is solely at the discretion of the Company whether the requested change will be implemented.

New enrollees may be moved only within the first 72 hours from when they enrolled/registered. If they have not been moved within the first 72 hours, their placement is final and any changes must go through the Enroller change process as outlined in this document.

Distributors must contact the company directly at support@iGeniusglobal.com to request placement and enroller changes within the first 72 hours.

Any attempt by any Distributor to improperly move accounts within the Placement Tree as a means of manipulating or improperly altering volumes, bonuses, ranks, etc., will be deemed a violation of these policies and may result in disciplinary actions as outlined in Section 9 of this document.

The Company reserves the sole and exclusive right to determine the final placement of any account within the sales organization.

4.5.2 Up line Approval

The Distributor seeking to transfer to a new enroller must do so in accordance with Section 4.5. In the event the Enroller Change Request Form is submitted, and the signatures are required from his or her immediate three (3) upline Distributors in his or her Marketing Organization, photocopied or facsimile signatures are not acceptable. Upon approval from the company, the Distributor who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring Distributor also wants to move any of the Distributors in his or her marketing organization, each downline Distributor must also obtain a properly completed Enroller Change Request Form, and subsequent upline approval, and return it to the Company with the \$50.00 change fee (i.e., the transferring Distributor and each Distributor in his or her marketing organization multiplied by \$50.00 is the cost to move a Distributor business.) Down line Distributors will not be moved with the transferring Distributor unless all the requirements of this paragraph and Section 4.5 are met. Transferring Distributors must allow thirty (30) days after the receipt of the Enroller Change Forms by the Company for processing and **verifying** change requests.

4.5.3 Cancellation and Re-application

A Distributor may legitimately change organizations by voluntarily canceling his or her Independent Distributor business and remaining inactive (i.e., no purchases of Company

products for resale, no sales of Company products, no sponsoring, no attendance at any Company functions, participation in any other form of Distributor activity, or operation of any other Distributor business, no income from the distributor business) for **six (6) full calendar months**. Following the six-month period of inactivity, the former Distributor may reapply under a new enroller, however, the former Distributor's downline will remain in the line of the in-place Enroller for the moving Distributor. This will require the Distributor to re-build a new organization without the customers or distributors previously enrolled.

4.5.4 Misleading Basis for Enroller Change

If a Distributor counsels a newly enrolled or existing customer to execute their right to rescind/cancel and re-enrolls that customer under their organization, they will have violated our policies and are subject to disciplinary actions. To understand this fully, we must define "newly enrolled customer." A newly enrolled customer is an individual who has purchased and paid for a Company subscription. If a customer enters their information into our order form but does not "pay" for a subscription, then they are not enrolled. This distinction is important as a person who has entered their information but has not purchased a subscription **can be enrolled by another distributor at any time**.

The spirit in which we conduct business is important and not every scenario can be effectively covered by policies, however, we find that reasonable ethics and guidelines should be deployed at all times.

Let's take a closer look at this example:

*If Distributor A enrolls a new paying customer and Distributor B counsels that customer to cancel and re-enroll with them, then **Distributor B is in violation**.*

*If Distributor A has a new customer that has entered their information but has not purchased a product/subscription and Distributor B convinces that customer to enroll, pay for their product and work with them, then Distributor B is compliant. If Distributor A puts many customers into the system without ordering/paying for a product, **then Distributor A could be found in violation of policy**.*

*If Distributor A enrolls a new paying customer and the customer does not feel comfortable with their enroller and finds an enroller they would prefer to work with and that customer makes it known to the Company that they do not want to work with Distributor A then that customer may request a change of enroller. This change must be made within the first fourteen days and the customer must clearly state the reasons they do not want to work with Distributor A. If the reasons are stated and they are in violation of policy, **then Distributor A may also face disciplinary action**.*

*If Distributor A enrolls a new paying customer and then Distributor B disparages Distributor A to the new customer, convincing the new customer to request a change of Enroller and Distributor B is misrepresenting and making false claims against Distributor A, **then Distributor B is in violation and may face disciplinary actions**.*

As you can see there are many scenarios that can apply to this one policy. We rely on the leaders to manage and monitor down line activities and use our policies as a guide to handle any issues that arise.

Submitting these issues to the Company for resolution should be viewed as a last resort and only when field leadership has been unable to resolve the situation. If the issue must be submitted to the company, then it should be fully documented with all necessary details and submitted through a support ticket or email to compliance@iGeniusglobal.com.

4.6 Waiver of Claims

In cases in which the appropriate Enroller change procedures have not been followed, and a downline organization has been developed in the second business established by a Distributor, the Company reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore,

DISTRIBUTORS WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, ITS AFFILIATES, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM THE COMPANY'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF ENROLLERSHIP.

4.7 Unauthorized Claims and Actions

4.7.1 Indemnification

A Distributor is fully responsible for all his or her verbal and written statements made regarding the Company products, services, and Bonus Plan that are not expressly contained in official Company Marketing materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Distributors agree to indemnify the Company, its affiliate companies, directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by the Company as a result of the Distributor's unauthorized representations or actions. This provision shall survive the termination of the Distributor Agreement.

4.7.2 Product Claims

No claims (which include personal testimonials) as to the guarantee of income or market success may be stated, except those stated in official Company literature and website. It should also always be stated that past results are no guarantee of future performance. Not only are such claims in violation of the Distributor Agreement, they also violate the laws and regulations of the United States, Canada, and other jurisdictions.

Information whether written, electronic or published that shows product/services performance returns are strictly prohibited. The only information that may be shared regarding the performance of the Company's products and services must be supplied by the Company.

A distributor may share their own personal results ONLY if such information is accurate, not manipulated or modified in any way and includes all necessary disclaimers. However, such

information can, in no way, be linked to the Company or its products through direct statements or implied content. The sharing of personal financial account information, through any type of medium, including verbal or written details, screenshots, videos, or any other form of visual aid, in connection with the Company or its products in any manner, is strictly prohibited.

Online posts or statements including such claims as 'iGenius' products made me rich,' 'I made millions with CRYPTOone' or any similar content constitutes unauthorized product/income claims and may result in disciplinary actions up to and including termination. Specifically, with the first offense of this nature, distributors may be given a warning. The second offense may involve a fine of \$500 USD and a third offense may result in immediate termination.

The company retains the right to assess the breadth and severity of any claims and take disciplinary action, including alternative actions as outlined in Section 9 of these policies, at its sole discretion.

4.7.3 Bonus Plan Claims

When presenting or discussing the Company Bonus Plan and opportunity, Distributors must make it clear to prospects that financial success with the Company requires commitment, effort, and sales skill. Conversely, Distributors must never represent that one can be successful without diligently applying themselves.

Examples of misrepresentations in this area include:

- The system will do the work for you;
- Just get in and your downline will build through spillover;
- Just join and I'll build your downline for you;
- The company does all the work for you;
- You don't have to sell anything; or
- All you have to do is buy your products every month.

The above are just some examples of improper representations about the Bonus Plan. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be successful as an Independent Distributor without commitment, effort, and sales skill.

4.7.4 Income Claims

Because Independent Distributors do not have the data necessary to comply with the legal requirements for making income claims, a Distributor, when presenting or discussing the opportunity or Bonus Plan to a prospective Distributor, may not make income projections, income claims, or disclose his or her Company income (including, but not limited to, the showing of checks, copies of checks, bank statements, email notices, electronic records, income system messages or tax records.) Distributors are prohibited from making implied income claims using product performance or personal account details as outlined in Section 4.7.2 of this document.

4.8 Commercial Outlets

Distributors may not sell Company products from a commercial outlet, nor may a Distributor display or sell Company products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to eBay, Amazon and Craigslist constitute Commercial Outlets, and may not be used to sell or present the Company's products and services.

4.9 Trade Shows, Expositions and Other Sales Forums

Distributors may display and/or sell Company products at trade shows and professional expositions. Before submitting a deposit to the event promoter, the Distributor must contact the Compliance department in writing for conditional approval, as the Company policy is to authorize only one distributor per event. Final approval will be granted to the first Distributor who submits an official advertisement of the event, a copy of the contract signed by both the Distributor and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Compliance Department. The Company further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image the Company requires.

4.10 Conflicts of Interest

4.10.1 Non-solicitation

Independent Distributors are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing") with the main exception of network marketing companies that sell similar products and services to the Company's. However, during the term of this Agreement, the Distributor may not directly or indirectly target or recruit other Independent Distributors from the Company or Customers for any other network marketing business.

Following the cancellation of a Distributor's Independent Distributor Agreement, and for a period of six (6) calendar months thereafter, with the exception of a Distributor who is personally sponsored by the former Distributor, a former Distributor may not Recruit any Independent Distributor from the Company or Customer for another network marketing business. Distributors and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, the Distributor and the Company agree that this non-solicitation provision shall apply nationwide and to all international markets in which Distributors are located. This provision shall survive the termination or expiration of the Distributor Agreement.

The term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through

a third party, another Independent Distributor or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity or to leave the Company for any reason.

Distributors are also strictly prohibited from attempting to recruit existing or former Company Distributors or Customers to change organizations or their enrollment placement. Former Distributors or Customers may not change Enrollers or placement within the Company's organization unless otherwise permitted as outline in Section 4.5 of these policies.

4.10.2 Distributor Participation in Other Network Marketing Programs

Independent Distributors may participate in other non-competing network marketing programs as long as all of the following guidelines and policies are honored. If a Distributor is engaged in other direct selling programs, it is the responsibility of the Distributor to ensure that his or her Independent Distributor business is operated **entirely separate and apart** from any other program. To this end, the following must be adhered to:

1. Distributors MAY NOT participate as a distributor in any network marketing program that sells and distributes similar products to the Company's products. This includes financial education, trading, trading signals, trade rooms, automated traders, debt education, debt elimination, or any services that are offered by the Company. A Distributor is allowed to be a consumer of these products but not an independent distributor. All current distributors must ensure they are in compliance with this policy or they will forfeit their distributor status with the Company.
 2. Distributors must not sell, or attempt to sell, any competing programs, products or services to Company Customers or Distributors. Any program, product or services in the same generic categories as the Company's products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.
 3. Distributors shall not display Company promotional material, sales aids, products or services with or in the same location as, any non-company promotional material or sales aids, products or services.
 4. Distributors shall not offer the Company's opportunity, products or services to prospective or existing Customers or Distributors in conjunction with any other program, opportunity, product or service.
- (1) Distributor may not offer any non-company opportunity, products, services or opportunity at any Company related meeting, seminar, convention, webinar, teleconference, or other function.

4.10.3 Confidential Information

"Confidential Information" includes, but is not limited to, Downline Genealogy Reports, the identities of Company customers and Distributors, contact information of Company customers and Independent Distributor's personal and group sales volumes, and Distributor rank and/or achievement levels. Confidential Information is, or may be available, to Distributors in their respective back-offices. Distributor access to such Confidential Information is password protected and is confidential and constitutes proprietary information and business trade secrets belonging to the Company. Such Confidential

Information is provided to Distributors in the strictest confidence and is made available to Distributors for the sole purpose of assisting Distributors in working with their respective downline organizations in the development of their Independent Distributor business. Distributors may not use the reports for any purpose other than for developing their distributor business and sales organization. Where a Distributor participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Distributors should use the Confidential Information to assist, motivate, and train their downline Distributors. The Distributor and the Company agree that, but for this agreement of confidentiality and non-disclosure, the Company would not provide Confidential Information to the Distributor.

To protect the Confidential Information, Distributors shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to his or her back-office;
- Use any Confidential Information to compete with the Company or for any purpose other than promoting his or her independent distributor business;
- Recruit or solicit any Distributor or Customer of the Company listed on any report or in the Distributor's back-office, or in any manner attempt to influence or induce any Distributor or Preferred Customer of the Company, to alter their business relationship with the Company; or
- Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement and shall remain effective and binding regardless of whether a Distributor's Agreement has been terminated, or whether the Distributor is or is not otherwise affiliated with the Company.

Violations of Confidentiality are subject to prosecution according to the federal laws of the United States.

4.11 Targeting Other Direct Sellers

The Company does not condone Distributors specifically or consciously targeting the sales force of another direct sales company to sell our products or to become Distributors for our Company, nor do we condone Distributors solicitation or enticement of customers of the sales force of another direct sales company or to violate the terms of their contract with such other company. Should Distributors engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Distributor alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, the Company or its parent Investview Inc. will not pay any of the Distributor's defense costs or legal fees, nor will the company indemnify the Distributor for any judgment, award, or settlement.

Further, if the actions the distributor against the other company results in legal action taken against the Company or its parent Investview Inc., we will enforce legal action against the distributor in support of the other network marketing company.

4.12 Errors or Questions

If a Distributor has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Distributor must notify the Company in writing within 15 days of the date of the purported error or incident in question. The Company will not be responsible for any errors, omissions or problems not reported to the Company within 15 days.

4.13 Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Distributors shall not represent or imply that the Company, its Bonus Plan or its products and services have been "approved," "endorsed" or otherwise sanctioned by any government agency. Any statements of this nature made by a distributor is false and may solicit sanctions or regulatory action by the agency referenced directly against the distributor. The Company will not support the distributor in this disciplinary action and will conform to the agencies and the regulation at all times.

4.14 Income Taxes

Each Distributor is responsible for paying local, state, and federal taxes on any income generated as an Independent Distributor. Unfortunately, we cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If a Distributor's business is tax exempt, the Federal tax identification number must be provided to the Company along with the proof of tax exemption. Every year, the Company will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings, bonuses or awards with a value of over \$600 in the previous calendar year.

If the Company provides a 1099 that is in error due to incorrect information provided by the distributor which requires a corrected 1099, then the distributor will pay a **\$50** charge for the corrected 1099. 1099's will be delivered to distributors by January 31st.

4.15 Independent Contractor Status

Distributors are independent contractors. The agreement between the Company and its Distributors does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Distributor. Distributors shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Distributors are responsible for paying local, state, and federal taxes due from all compensation earned as a Distributor of the Company. The Distributor has no authority (expressed or implied), to bind the Company to any obligation. Each Distributor shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Distributor Agreement, these Policies and Procedures, and applicable laws.

4.16 Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy.

4.17 International Marketing

Distributors are authorized to sell Company products and services and enroll Customers or Distributors only in the countries in which the Company is authorized to conduct business, as announced in official Company literature. Company products or sales aids may not be shipped into or sold in any foreign country unless a country is officially designated as open by the Company. In addition, no Distributor may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or Distributors; or (c) conduct any other activity for the purpose of selling Company products, establishing a marketing organization, or promoting the Company opportunity.

4.18 Bonus Buying

Bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products or services through a straw man or other artifice.

These transactions constitute fraud and transcend the disciplinary actions of the Company and may result in direct legal action taken by the Company and local, federal and international authorities to prosecute such fraud to the fullest extent of the law.

4.19 Adherence to Laws and Ordinances

Distributors shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. If a city or county official tells a Distributor that an ordinance applies to him or her, the Distributor shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of the Company.

4.20 One Distributor Per Household

A Distributor may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one distributor business. No individual may have, operate or receive compensation from more than one Company business. Individuals of the same Household may not enter into or have an interest in more than one Business. A "Household" is defined as spouses, and dependent children living at or doing business at the same address.

To maintain the integrity of the Company's Bonus Plan, husbands and wives or common-law couples (collectively "spouses") who wish to become Independent Distributors must be jointly sponsored as one Distributor. Spouses, regardless of whether one or both are signatories to the Distributor Application and Agreement, may not own or operate any other Company

business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another Company business in any form.

An exception to the one business per Distributor/household rule will be considered on a case by case basis if two Distributors marry or in cases of a Distributor receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Compliance Department and the decision is at the sole discretion of the Company.

4.21 Actions of Household Members or Affiliated Parties

If any customer of a Distributor's immediate household engages in any activity which, if performed by the Distributor, would violate any provision of the Agreement, such activity will be deemed a violation by the Distributor and the Company may take disciplinary action pursuant to the Statement of Policies against the Distributor. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and the Company may take disciplinary action against the Business Entity. Likewise, if a Distributor enrolls in the Company as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

4.22 Roll-up of Marketing Organization

When a vacancy occurs in a Marketing Organization due to the termination of an Independent Distributor Agreement, each Distributor in the first level immediately below the terminated Distributor on the date of the cancellation will be considered as the first active level ("front line") of the cancelled Distributor's Enroller. However, the active distributor's enroller will NOT be changed. For example, if A enrolls B and B enrolls C1, C2 and C3, if B terminates her business, C1, C2 and C3 will be considered as frontline to A but will still remain as B's personally enrolled distributors. Should B reactivate her account, she will still have C1, C2 and C3 as personally enrolled distributors.

4.23 Sale, Transfer or Assignment of Independent Distributor

Although a Distributor is a privately owned and independently operated business, the sale, transfer or assignment of an independent distributor business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates an independent distributor business, is subject to certain limitations. If a Distributor wishes to sell his or her Distributor organization, or interest in a Business Entity that owns or operates a distributor business, the following criteria must be met:

1. The selling Distributor must offer the Company the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer.
2. The Company shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
3. The buyer or transferee must become a qualified Independent Distributor. If the buyer is an active Independent Distributor, he or she must first terminate his or her

- distributor business and wait six (6) calendar months before acquiring any interest in a different Distributor business;
4. Before the sale, transfer or assignment can be finalized and approved by the Company, any debt obligations the selling party has with the Company must be satisfied.
 5. The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign an Independent Distributor business.
 6. Prior to selling an independent Distributor business or Business Entity interest, the selling Distributor must notify the Company via the Compliance Department in writing and advise of his or her intent to sell his/her Distributor business or Business Entity interest. The selling Distributor must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of an Independent Distributor business.

4.24 Separation of Owners of a Distributor Business

Independent Distributors sometimes operate their businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

1. One of the parties may, with consent of the other(s), operate the Company business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize the Company to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
2. The parties may continue to operate the Company business jointly on a "business-as-usual" basis, whereupon all compensation paid by the Company will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will the Company split commission and bonus checks between divorcing spouses or members of dissolving entities. The Company will recognize only one Downline Organization and will issue only one commission check per Distributor business per commission cycle. Commission checks shall always be issued to the same individual or entity as registered in the system.

If a former spouse has completely relinquished all rights in the original Distributor business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting four calendar months. In the case of business entity dissolutions, the former partner, shareholder, customer, or other entity affiliate who retains no interest in

the business must wait four calendar months from the date of the final dissolution before re-enrolling as a Distributor. In either case, the former spouse or business affiliate shall have no rights to any Distributors in their former organization or to any former customer. They must develop the new business in the same manner as would any other new Distributor.

4.25 Enrolling Online

When enrolling a new Distributor through the online enrollment process, the sponsor/enroller may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreements, Company Policies and Procedures, Bonus Plan, Replicated Website and Privacy Policy and the purchase terms and conditions. The sponsor/enroller may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

4.26 Succession

Upon the death or incapacitation of a Distributor, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Distributor should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Distributor business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Distributor's marketing organization provided the following qualifications are met.

The successor(s) must:

- a) Execute a Distributor Agreement;
- b) Comply with terms and provisions of the Agreement;
- c) Meet all the qualifications for the deceased Distributor's status;
- d) The devisee must provide the Company with an "address of record" to which all bonus and commission checks will be sent;
- e) If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. The Company will only pay one designee per Distributor business and issue only one 1099 to that designee.

4.26.1 Transfer Upon Death of a Distributor

To effectuate a testamentary transfer of a Distributor business, the executor of the estate must provide the following to the Company:

- a) an original death certificate;
- b) certified letters testamentary or a letter of administration appointing an executor;
- c) written instructions from the authorized executor to the Company specifying to whom the business and income should be transferred.

4.26.2 Transfer Upon Incapacitation of a Distributor

To effectuate a transfer of a Distributor business due to incapacity, the successor must provide the following to the Company:

- a) a notarized copy of an appointment as trustee;
- b) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Distributor business;
- c) a completed Distributor Agreement executed by the trustee.

4.27 Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although the Company does not consider Distributors to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law.

Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, Distributors must not engage in telemarketing in the operation of their Distributor businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Company product or service, or to recruit them for the Company opportunity. "Cold calls" made to prospective customers or Distributors that promote either Company products or services or the opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Distributor (a "prospect") is permissible under the following situations:

1. If the Distributor has an established business relationship with the prospect. An "established business relationship" is a relationship between a Distributor and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Distributor, or a financial transaction between the prospect and the Distributor, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
2. The prospect's personal inquiry or application regarding a product or service offered by the Distributor, within the three (3) months immediately preceding the date of such a call.
3. If the Distributor receives written and signed permission from the prospect authorizing the Distributor to call. The authorization must specify the telephone number(s) which the Distributor is authorized to call.
4. Distributors may call family customers, personal friends, and acquaintances. An "acquaintance" is someone with whom Distributor have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if Distributor engage in "card collecting" with everyone they meet and subsequently call them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if Distributor engage in calling "acquaintances," Distributor

must make such calls on an occasional basis only and not make this a routine practice.

5. Distributors shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the Company's products, services or opportunity.

4.28 Back Office Access

The Company makes the business back office available to its Distributors. The business back office provides Distributors access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Distributor's organization and to increase sales of Company products. However, access to a back office is a privilege, and not a right. The Company reserves the right to deny Distributor access to the back office at its sole discretion at any time.

4.29 Anti-Money Laundering (AML) Policy

It is the policy of the Company to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities.

4.29.1 Anti-Money Laundering Program

The Company shall:

1. Monitor an individual's compliance with this policy (the term "individual" in this section refers to any type of person or entity)
2. Monitor changes in applicable laws and regulations relating to money laundering and implement further policies as may be required by such changes in laws and regulations
3. Ensure the proper record keeping required by this policy
4. Ensure Suspicious Activity Reports (SAR-SFs) are filed when required by applicable law and regulations; and
5. Train employees and associated parties of the Company to ensure compliance with this policy.

4.29.2 New Account Identification and Verification

Prior to establishing a new account, individuals must accurately provide the following information for review and verification of identity as required/listed in the registration process:

1. Legal Name
2. Date of Birth (if the client is an individual)
3. Physical Address (not a P.O. Box or email address)
4. Telephone Number
5. Government Identification Number (e.g., tax identification number, social security number, or passport number with country of issuance)

4.29.3 Distributors or Customers Who Refuse to Provide Accurate Information

If a potential or existing Distributor or Customer either refuses to accurately provide the information described above or appears to have intentionally provided misleading information, the Company may refuse the application or terminate the account and/or disallow any purchase transaction.

4.29.4 Verifying Information

The Company will ensure that it has a reasonable belief that it knows the true identity of its clients by using risk-based procedures to verify and document the accuracy of the information it receives for registered individuals. In verifying an individual's identity, the Company will analyze any logical inconsistencies in the information it obtains.

The Company may verify any registered individuals' identity through documentary evidence or non-documentary evidence, as necessary. In analyzing the verification information, the Company will consider whether there is a logical consistency among the identifying information provided, such as the client's name, street address, zip code, telephone number (if provided), date of birth, and government identification number.

If the Company detects any red flags that indicate possible money laundering or terrorist financing activity, it will, after internal consultation with proper management personnel, file a SAR-SF in accordance with applicable law and regulation.

4.29.5 Lack of Verification

When the Company cannot form a reasonable belief that it knows the true identity of a registered individual, it may do the following: (1) not open an account or enable a purchase; (2) impose terms under which the individual may conduct transactions while it attempts to verify the client's identity; (3) close an account after attempts to verify client's identity fail; or (4) file a SAR-SF if required by applicable law and regulation.

4.29.6 Recordkeeping

The Company will document its verification, including identifying information provided by an individual, the methods used and results of verification, and the resolution of any discrepancy in the identifying information. The Company will keep records containing a description of any document that it relied on to verify an individual's identity, noting the type of document, any identification number contained in the document, the place of issuance, and if any, the date of issuance and expiration date. With respect to non-documentary verification, the Company will retain documents that describe the methods and the results of any measures it took to verify the identity of a client.

4.29.7 Responding to Red Flags

When the Company detects a red flag with respect to an individual's account, the Company will investigate further under the direction of the Compliance Department. This may include gathering additional information internally or from third-party sources, contacting the government or filing a Form SAR-SF.

Money laundering "red flags" include:

1. The individual exhibits unusual concern about the firm's compliance with government reporting requirements and the firm's AML policies (particularly concerning his or her identity, type of business and assets), or is reluctant or refuses to reveal any information concerning business activities, or furnishes unusual or suspicious identification or business documents
2. The information provided by the individual that identifies a legitimate source for funds is false, misleading, or substantially incorrect
3. Upon request, the individual refuses to identify or fails to indicate any legitimate source for his or her funds and other assets
4. The individual has a questionable background or is the subject of news reports indicating possible criminal, civil, or regulatory violations
5. The individual exhibits a lack of concern regarding risks, commissions, or other transaction costs
6. The individual appears to be acting as an agent for an undisclosed party, but declines or is reluctant, without legitimate reasons, to provide information or is otherwise evasive regarding that person or entity
7. The individual has difficulty describing the nature of his or her business activities or lacks general knowledge of his or her Company business or it's associated industry
8. The individual engages in transactions involving cash or cash equivalents or other monetary instruments that appear to be structured to avoid any government reporting requirements, especially if the cash or monetary instruments are in an amount just below reporting or recording thresholds
9. For no apparent reason, the individual has multiple accounts under a single name or multiple names, with a large number of inter-account or third-party resources, activities, or transfers
10. The individual requests that a transaction be processed to avoid the Company's normal documentation requirements

4.29.8 AML Training Programs

The Compliance department will develop and provide ongoing training materials. The Company's training materials will be reviewed and updated as necessary on an annual basis or when material changes occur to the AML policy and procedures. The Company will maintain records to show the dates and the subject matter of their training materials.

The Company's training may include elements, such as: how to identify red flags and signs of money laundering that arise during the course of business activities; what to do once the risk is identified; what each party's roles are in the Company's compliance efforts and how to properly engage with them; the Company's record retention policy; and the disciplinary consequences (including civil and criminal penalties) for non-compliance with the PATRIOT Act.

SECTION 5: Responsibilities of Distributors

5.1 Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of support materials, compensation, and tax documents, it is important that the Distributor information on file with the Company is current at all times. Street addresses are required for shipping since UPS cannot deliver to a post office box. Distributors planning to change their e-mail address or move must send their new address and telephone numbers to the Company to the attention of the Support Department. To guarantee proper delivery, two weeks' advance notice must be provided to the Company for all changes. A Distributor's whose contact information changes must amend their contact information through their Distributor Back Office. Federal Tax ID information must be accurate and on-file and any distributor who removes or places an inaccurate tax id to avoid the reporting of Tax Form 1099 will be in violation of policy and the Company will supply all information to the Internal Revenue Service even if the tax identification is incorrect.

5.2 Continuing Development Obligations

5.2.1 Ongoing Training

Any Distributor who enrolls or sponsors another Distributor into the Company must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her distributor business. Distributors must have ongoing contact and communication with the Distributors in their Downline Organizations.

Examples of such contact and communication may include, but are not limited to:

- newsletters
- written correspondence
- personal meetings
- telephone contact
- voice mail
- texting
- electronic mail
- accompaniment of downline Distributors to Company meetings, training sessions, and other functions

Upline Distributors are also responsible to motivate and train new Distributors in:

- Company product knowledge
- effective sales techniques
- Company Bonus Plan
- compliance with Company Policies and Procedures and applicable laws

Communication with and the training of downline Distributors must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of Distributor-produced sales aids and promotional materials.)

5.2.2 Increased Training Responsibilities

As a Distributor progresses through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Company's program, products and services. These Distributors will be called upon to share this knowledge with lesser experienced Distributors within their organization.

5.2.3 Ongoing Sales Responsibilities

Regardless of their level of achievement, Distributors have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers and distributors.

5.3 Non-disparagement

The Company wants to provide its Independent Distributors with the best products, Bonus Plan, and services in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Compliance Department (compliance@iGeniusglobal.com).

While the Company welcomes constructive input, negative comments and remarks made in the field by a Distributor about the Company, its products, or Bonus Plan serve no purpose other than to sour the enthusiasm of other Independent Distributors. For this reason, and to set the proper example for their downline, Distributors must not disparage, demean, or make negative remarks about the Company, other Independent Distributors, Company products, Bonus Plan, or Company directors, officers, consultants, Market Experts or employees.

5.4 Providing Documentation to Applicants

Distributors must provide the most current version of the Policies and Procedures, Replicated Website and Privacy Policy, Customer Terms and Conditions, and the Bonus Plan to individuals whom they are sponsoring to become Distributors before the applicant completes an online Distributor Agreement, or ensure that they have online access to these materials within five days of their enrollment.

SECTION 6: Sales Requirements

6.1 Product Sales

The Bonus Plan is based on the sale of Company products and services to end user consumers. Distributors must fulfill personal and Downline Organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement set forth in the Bonus Plan.

6.1.1 Executing a Sale

All subscription sales are executed through the member's replicated website or the Company's business back office. All product payments are made by the purchasing member directly to the Company via the order process on the replicated website or the business back office. Paper order forms may not be utilized under any circumstance. Current regulations regarding personal data and payment information must be protected according to Payment Card Industry (PCI) standards. A distributor will violate PCI standards if they are in the possession of payment information in paper form. Identity theft and credit card fraud continue to plague e-commerce and we have a commitment to the protection of individual data and full compliance with regulatory standards at all times.

In no instance shall a new customer pay a distributor directly for a product subscription. If a distributor is found to be accepting payment for sales of Company products and services, then both Company disciplinary and potentially criminal actions may be taken against that distributor.

6.1.2 Redirection of Customer Funds & Sales Misrepresentation

If a Distributor enrolls a new customer and then accepts payment directly and further misleads the new customer that they are an active customer of the Company, and then proceeds to re-distribute Company Trade alerts to those new customers without the company receiving customer's payment then that Distributor will face immediate cancellation of their distributor agreement and face criminal proceedings due to violation of state and federal laws. The Company will prosecute any distributor who has been found to be committing criminal and fraudulent actions against another using the Company as the vehicle to commit such fraud. In all communications with customers, Distributors must adhere to the terms outlined in Section 4.7 of this document.

6.2 No Territory Restrictions

There are no exclusive territories granted to anyone.

SECTION 7: Bonuses and Commissions

7.1 Bonus and Commission Qualifications

A Distributor must be active and in compliance with the Agreement to qualify for bonuses and commissions. All Distributors who comply with the terms of the Distributor Agreement, shall be eligible to receive their earned commissions and bonuses in accordance with the terms and qualifications outlined in the most current official Company Bonus Plan. The minimum amount for which the Company will issue a commission payment is Twenty-Five Dollars - \$25.00.

Earned commissions and bonuses will be **paid on or around the 15th of each month** (within 5 business days.) Delays to the actual payout date happen for a variety of reasons including but not limited to: bank holidays, demand for audit due to irregularities in volume and activities identified in the network, technology issues, or external audit to name a few.

All bonuses and commissions will be paid to the Distributor via the payment system in effect at the time. If a Distributor loses access to their third-party wallet, bank account or other pay out account, the Company is not responsible for re-issuance of these payments. It is the sole responsibility of the Distributor to ensure their pay out account is up to date and accessible.

7.2 Adjustment to Bonuses and Commissions

7.2.1 Adjustments for Returned Products and Cancelled Services

Distributors receive bonuses, commissions, or overrides based on the product volume generated by actual sales of products and services to end user consumers. When a service is cancelled, or a product is returned to the Company for a refund, any of the following may occur at the Company's discretion:

1. The bonuses, commissions, or overrides attributable to the returned product(s) or cancelled service will be deducted from payments to the Distributor and upline Distributors who received bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered;
2. The Distributor or upline Distributors who earned bonuses, commissions, or overrides based on the sale of the returned product(s) or cancelled service will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or (3) the bonuses, commissions, or overrides attributable to the returned product(s) or cancelled service may be deducted from any refunds or credits to the Distributor who received the bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service.
3. The Company reserves the right to remove current volumes and deduct any amount of previously paid commissions or bonuses stemming from illegitimate volume acquisition within the previous twelve (12) months, including volumes described in Section 4.18, from current commission payouts and continue deductions from future payouts thereafter until the commissions/bonuses are recovered from the Affiliates who received bonuses and commissions on illegitimate volumes.
4. In the event a commission payment requires any kind of adjustment, as reported by Distributors or identified by the company, all elements of the adjustment will be reviewed and verified by the company; which may require additional information from any or all parties involved. **Once a full review has been completed, the adjustment will be paid within thirty (30) days of the company's final verification date.**
5. The process for submitting an adjustment or for notifying the company of an error in bonus payment requires the distributor to send an email to: adjust@iGeniusglobal.com with a description of the bonus/commission error and any supporting documentation available. Please do not send your adjustment request to any other support related email as that will just delay the review of your submission. **Commissions that are not claimed after a period of six (6) months are forfeited regardless of circumstances.**

7.2.2 Hard Copy Commission Checks

The Company pays commissions via direct deposit into Distributor's bank accounts or via electronic payment using an electronic wallet or other electronic means of cash transfer. A Distributor may request a hardcopy check however there will be a \$25.00 processing fee to issue a hardcopy check. If a check is lost, a replacement check will cost \$50.00 due to banking and administrative fees.

7.2.3 Tax Withholdings

If a Distributor fails to submit a W-9 or any other required tax form, the Company may elect to deduct the necessary withholdings from the Distributor's commission checks as required by law or report income via Form 1099 in excess of \$600 annually with all information available within the distributor account.

7.2.4 Maximum Payout 65% Cap Rule

The Company commits to paying up to a maximum of 65% of Sales Volume generated by our subscribers to our Distributor organization. To ensure the long-term viability of the Company and to protect future opportunities for our customers and distributors, the Company must limit the amount of total commission payout to a maximum percentage. If the total payout is above the 65% cap an adjustment to the bonus pay out will be made to bring the payout in line with the 65% cap rule. This reduction will be applied equally and unilaterally to all bonus payouts of all distributors.

7.3 Reports

All information provided by the Company in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and down line sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by the Company or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY DISTRIBUTOR OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF THE COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED TO THERE.

ACCESS TO AND USE OF THE COMPANY ONLINE AND BACK OFFICE REPORTING SERVICES AND YOUR RELIANCE UPON SUCH INFORMATION IS AT YOUR OWN RISK. ALL SUCH INFORMATION IS PROVIDED TO YOU "AS IS". IF YOU ARE DISSATISFIED WITH THE ACCURACY OR QUALITY OF THE INFORMATION, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF AND ACCESS TO THE COMPANY REPORTING SERVICES AND YOUR RELIANCE UPON THE INFORMATION.

SECTION 8: Product Guarantees, Repurchase and Rescission

8.1 Product and Purchase Rescission

Federal and state law requires that Distributors notify their customers that they have **three** (3) business days (Five (5) business days for Alaska residents and fifteen (15) business days for Montana residents) to rescind their purchase for a full refund. Saturday is a business day, Sundays and legal holidays are not business days. Distributors **MUST** verbally inform their customers of this right, they **MUST** refer the customer to the original invoice provided at time of order along with the notice of right to cancel that the customer agreed to at time of purchase.

8.2 Product Guarantee and Refund Policy

8.2.1 Product Guarantee

The Company through its Distributors offers a 100% ten (10) day money-back satisfaction guarantee to all Customers and Distributors. The customer must submit their cancellation and refund request in writing to support@iGeniusglobal.com or via the ticketing system within ten days of their product purchase date.

Every Distributor is bound to honor the product guarantee. It should be noted that the product guarantee is more generous than the state/federal right to rescind stated in Policy 8.1. In all matters, the ten-day product guarantee should be quoted to new customers with the only exception being Montana residents who have fifteen days.

8.2.2 Montana Residents

A Montana resident may cancel his or her Distributor Agreement within fifteen (15) days from the date of enrollment, for a full refund within such time period.

8.2.3 Refund Policy after Ten Days

If the member cancels **after** ten (10) days, they **will not** receive a refund (partial or otherwise). We will cancel their subscription and they will no longer be billed. Access to the member site will be in place until their subscription billing period ends.

8.3 Stop Payment Requests and Payment Reissue

If a Distributor requests a stop payment of funds and or the reissue of payment, the Company will assess a \$50 processing fee each time to facilitate bank charges and administration expense.

SECTION 9: Dispute Resolution & Disciplinary Proceedings

9.1 Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Distributor that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Distributor's business), may result, at the sole discretion of the Company, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Distributor to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- The Company may withhold from a Distributor all or part of the Distributor's bonuses and commissions during the period that the Company is investigating any conduct allegedly violating the Agreement.
- If a Distributor's business is canceled for disciplinary reasons, the Distributor will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Distributor Agreement for one or more pay periods;
- Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of a Distributor (which may subsequently be re-earned by the Distributor);
- Transfer or removal of some or all of a Distributor's downline Distributors from the offending Distributor's downline organization;
- Involuntary termination of the offender's Distributor Agreement;
- Suspension and/or termination of the offending Distributor's Replicated website and business back office access;
- Withhold or Reduce the amount of payment for all or any part of Commissions or Bonuses stemming from sales or volumes within all or any part of your Organization. Withholdings may include, at the sole discretion of the company, specific percentages of payouts for specific time periods. Example: 10% withholding for 3 months; or 50% withholding for 1 month.
- Any other measure expressly allowed within any provision of the Agreement or which the Company deems practicable to implement and appropriate to

equitably resolve injuries caused partially or exclusively by the Distributor's policy violation or contractual breach.

In situations deemed appropriate, the Company may institute legal proceedings for monetary and/or equitable relief. In criminal matters, the Company will assist federal and state authorities in prosecution to the fullest extent of the law.

9.2 Grievances and Complaints

When a Distributor has a grievance or complaint with another Distributor regarding any practice or conduct in relationship to their respective Distributor businesses, the complaining Distributor should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Compliance Department at the Company (compliance@iGeniusglobal.com). The Compliance Department will review the facts and attempt to resolve it although the Company urges the Distributors to resolve these matters independent of Company involvement as a matter of basic responsibility of the Distributor Agreement.

Distributors who Intentionally or knowingly fail to properly report policy violations on the basis of perceived personal benefit from the violation are subject to disciplinary action. The company deems the purposeful failure to report violations for personal benefit as a form assisting in or perpetuating the violation itself and retains the right to apply disciplinary sanctions as it deems necessary. Any Distributor who initially fails to properly report violations for perceived personal benefit, but then later reports the violation after personally determining the situation no longer offers them a perceived personal benefit, may also face disciplinary sanctions as outlined in Section 9.1 of this documentation.

In order to prevent the disruption of ongoing business activities of the Company and Distributors, the company will not act on any alleged policy violations if no written complaints are received within two (2) years of the first occurrence of the alleged violation. All complaints and reports of policy violations MUST be submitted to the company in a timely manner.

9.3 Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the City of Salt Lake City, Utah, and shall last no more than two business days.

9.4 Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The Parties waive all rights to trial by jury or to any court. The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures. The *Commercial Arbitration Rules and Mediation Procedures* of the AAA are available on the AAA's website at www.adr.org. The *Streamlined Arbitration Rules & Procedures* are available on the JAMS website at www.jamsadr.com. Copies of AAA's *Commercial Arbitration Rules and Mediation Procedures* or JAM's *Streamlined Arbitration Rules & Procedures* will also be emailed to Distributors upon request to the Compliance Department (compliance@iGeniusglobal.com).

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all Arbitration actions:

1. The Federal Rules of Evidence shall apply in all cases;
2. The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
3. The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
4. The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
5. The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

All arbitration proceedings shall be held in Salt Lake City, Utah. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The arbitration shall occur within 180 days from the date on which the arbitration is filed and shall last no more than two business days. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

1. The substance of, or basis for, the controversy, dispute, or claim;
2. The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
3. The terms or amount of any arbitration award;
4. The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of

attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect its intellectual property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

9.5 Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Salt Lake County, State of Utah. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement.

9.5.1 Louisiana Residents

Notwithstanding the foregoing, and the arbitration provision in Section 9.4, residents of the State of Louisiana shall be entitled to bring an action against the Company in their home forum and pursuant to Louisiana law.

SECTION 10: Payments

10.1 Restrictions on Third Party Use of Credit Cards & Checking Account Access

Distributors shall not permit other Distributors or Customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company. **The Company will only make payment to the account that is registered to the Distributor in the name of the Distributor.**

10.2 Sales Taxes

The Company is required to charge sales taxes on all purchases made by Distributors and Customers, and remit the taxes charged to the respective states. Accordingly, the Company will collect and remit sales taxes on behalf of Distributors, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If a Distributor has submitted, and the Company has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Distributor. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop shipped to another state. Any sales tax exemption accepted by the Company is not retroactive. The current subscription products and services are exempt from sales tax according U.S. tax laws. This is subject to change at any time and should our subscription services be deemed taxable by the U.S. Internal Revenue Service, the full provisions of this Section 10.2 will immediately go into effect. VAT taxes are charged for subscription products and services in countries outside the U.S.

SECTION 11: Inactivity and Cancellation

11.1 Effect of Cancellation

All Distributors who remain active and complies with the terms of the Distributor Agreement and these Policies and Procedures shall receive commission and bonus payments in accordance with the Bonus Plan. A Distributor's bonuses and commissions constitute the entire consideration for the Distributor's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Distributor's non-renewal of his or her Distributor Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Distributor Agreement (all of these methods are collectively referred to as "cancellation"), the former Distributor shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization.

A Distributor whose business is cancelled will lose all rights as a Distributor. This includes the right to sell the Company products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Distributor's former downline sales organization. In the event of cancellation, Distributors agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following a Distributor's cancellation of his or her Distributor Agreement, the former Distributor shall not hold himself or herself out as an Authorized Distributor and shall not have the right to sell the Company's products or services. A Distributor whose business is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary termination).

11.2 Cancellation Due to Inactivity

11.2.1 Failure to Meet Bonus Plan Requirements

If a Distributor fails to meet the Bonus Plan Requirements (please refer to the Company's Bonus Plan in effect) for six (6) consecutive months, his or her Distributor Agreement shall be cancelled due to inactivity.

11.3 Involuntary Cancellation

A Distributor's violation of any of the terms of the Agreement, including any amendments that may be made by the Company in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary cancellation of his or her Distributor Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to the Distributor's last known address, email address, or fax number, or to his/her attorney, or when the Distributor receives actual notice of cancellation, whichever occurs first.

The Company reserves the right to terminate all Distributor Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

11.4 Voluntary Cancellation

As a customer or Distributor, you have the right to cancel at any time, for any reason. Cancellation must be submitted in writing to the Company at its principal business address, via Support Ticket or email to support@igenius.com. The written notice must include the Customers or Distributor's signature, printed name, address, and I.D. Number. A phone call to support is not sufficient to cancel a customer subscription, it must be in writing via hardcopy or via US mail delivery or electronic transmission to the company.

Voluntary cancellation will place your account in an inactive state for 7 days. After 7 days, the position will be removed from the placement and enrollment trees and all association with the Company. If the Distributor wishes to re-enroll, they must wait 6 months to enroll with a different enroller. Should they wish to re-enroll with their original enroller after the initial 7 days of inactivity, they may do so at any time but will not be able to regain their position and organization within the Company.

11.5 Non-renewal

A Distributor may also voluntarily cancel his or her Distributor Agreement by failing to renew the Agreement on its anniversary date or by failing to pay his/her annual renewal fee. The Company may also elect not to renew a Distributor's Agreement upon its anniversary date.

11.6 Exceptions to Activity Requirements

11.6.1 Maternity

A pregnant Distributor shall be exempt from meeting the Bonus Plan minimum qualifications for a period of four months following the birth of a child.

11.6.2 Military Deployment

Military personnel shall be exempt from meeting the Bonus Plan minimum qualifications for the full duration of the deployment and one full calendar month thereafter while deployed in active military service.

SECTION 12: Definitions

These definitions are provided to support the information contained in these Policies and Procedures. All Bonus Plan definitions are not included in this document and a distributor must refer to the in-place Bonus Plan for complete definitions. If there is a conflict between the Bonus Plan description and the definitions defined in this Sections 12, the in-place Bonus Plan will prevail.

Active Customer: A Customer who purchases Company products and whose subscription has been paid for the current month.

Active Distributor: A Distributor who satisfies the minimum Bonus Plan requirements, as set forth in the Company Bonus Plan, to ensure that he or she is eligible to receive bonuses and commissions.

Active Rank: The term “active rank” refers to the current rank of a Distributor, as determined by the Company Bonus Plan, for any pay period. Also referred to as “paid as rank”. To be considered “active” relative to a particular rank, a Distributor must meet the criteria set forth in the Bonus Plan for his or her respective rank. *(See the definition of “Rank” below.)*

Affiliated Party: A shareholder, customer, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for a Business Entity.

Agreement: The contract between the Company and each Distributor includes the Independent Distributor Agreement, the Policies and Procedures, the Bonus Plan, Replicated Website and Privacy Policy, Business Entity Form (where appropriate), and purchase terms and conditions all in their current form and as amended by the Company in its sole discretion. These documents are collectively referred to as the “Agreement.”

Cancel: The termination of a Distributor's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

Customer: An individual who purchases Company products from a Distributor but who is not a participant in the Company Bonus Plan.

Distributor: A person or business entity that enrolls in the Company, pays the annual renewal fee and meets the requirements of the Bonus Plan. Distributors have access to a Replicated Website and business back office.

Downline Leg: Each one of the individuals enrolled immediately underneath you and their respective marketing organizations represents one “leg” in your marketing organization.

Enrolled Customer: A new customer who enters their order information, selects a subscription package and pays for that order via our on-line portal. If a new customer enters their information but does not pay for a product then they are not enrolled nor are they a customer.

Enroller: The Distributor who signs you up as a customer or distributor.

Enrollment Tree: Tracks the Enrollment relationships within your organization.

Household: Spouses, heads-of-household, and dependent family members residing in the same residence.

Immediate Household: Spouses, heads-of-household, and dependent family members residing in the same residence.

Level: The layers of downline Customers and Distributors in a particular Distributor's Marketing Organization. This term refers to the relationship of a Distributor relative to a particular upline Distributor, determined by the number of Distributors between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth level.

Marketing Organization: Another term for “downline.”

Official Company Marketing Material: Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by the Company to its Distributors.

Personal Production: The sales volume generated by the personal sales activity coordinated and effected by a distributor directly with an individual.

Personal Volume: The commissionable value of services and products purchased by: (1) a Distributor (2) all personally enrolled Customers or Distributors.

Placement Tree: Tracks the Placement relationships within your organization.

Rank: The "title" that a Distributor holds pursuant to the Bonus Plan. "Title Rank" refers to the highest rank a Distributor has achieved in the Bonus Plan at any time. "Paid As" rank refers to the rank at which a Distributor is qualified to earn commissions and bonuses during the current pay period.

Recruit: For purposes of the Company's Conflict of Interest Policy (Section 4.10), the term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Distributor or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Registered External Website: A Distributors pre-approved personal website that is hosted by the Distributor and has no official affiliation with the Company.

Replicated Website: A website provided by the Company to its Distributors which utilizes website templates developed by the Company.

Sales: Sales of product subscriptions to customers or Distributors.

Social Media: Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, Instagram Snap Chat, Twitter, LinkedIn, Delicious, and YouTube.

Sponsor: A Distributor under whom an enroller places a new Distributor, or Customer. The Sponsor and Enroller may be the same person or different people.

Upline: This term refers to the Distributor or Distributors above a particular Distributor in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Distributor to the Company.