



## POLICIES AND PROCEDURES

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### INTRODUCTION

Save10, LLC (hereinafter referred to as "Save10" or the "Company") establishes the following rules, regulations, policies and procedures which apply to all Independent Save10 Distributors who have signed a Distributor Application and Agreement ("Distributor Agreement") with Save10. The purpose of these policies and procedures is to provide consistent standards for all Distributors of Save10, to maintain the integrity of the marketing plan and to promote compliance by Save10 and all Distributors with applicable federal, state and local laws and regulations affecting direct selling and network marketing. Separate, supplemental and/or additional policies and procedures may be issued by internationally based and duly licensed subsidiaries of Save10 in compliance with the laws of the countries in which Save10 subsidiaries may be based or may operate.

It is your responsibility as a Save10 Distributor to study, understand and abide by the most current version of these Policies and Procedures and other Distributor materials, including the Distributor Agreement. Please note that Save10 reserves the right to amend these regulations at any time, and that those amendments will be effective when published. Save10 may publish amendments to these Policies and Procedures by using any one of the following means, including but not limited to, the Company Internet website, periodic publications to Distributors, email messages, and/or mailing a notice of amendment to Distributors at the addresses on record with the Company. Inconsistencies or conflicts between these Policies and Procedures and a Distributor Agreement shall be resolved in favor of these Policies and Procedures, as amended from time to time. When sponsoring a new Distributor, it is your responsibility to provide the most current version of the Distributor Agreement and Policies and Procedures, prior to the applicant enrolling with the Company. Additional copies of these Policies and Procedures can be obtained from the Company or viewed on the Company's website: [www.Save10.com](http://www.Save10.com) under the Distributor heading. We strongly encourage you to review the information in these Policies and Procedures regularly to ensure you are conducting your business in compliance with them. By becoming a Save10 Distributor, you acknowledge and affirm that you have read, understood and accepted these Policies and Procedures prior to becoming a Distributor. Should you have any questions, please contact your sponsor, upline leader or the Distributor Services Center at Save10.

### A. GENERAL

#### A.1. Professional Ethics

##### The Save10 Professional Code of Ethics

I will be honest and fair in all my dealings while acting as a Distributor of Save10 products.

I will perform all my professional activities in a manner that will enhance my reputation and the positive reputation established by Save10.

I will be courteous and respectful to every person contacted in the course of my Save10 business.

I will fulfill my leadership responsibilities as a sponsor, including training and otherwise supporting the Distributors in my sales organization.

I will not misrepresent the Save10 products or Compensation Plan, nor will I engage in any deceptive or illegal practice, always promoting product and services sales over recruitment.

I will make no claims for any Save10 product that are not contained in official Save10 literature.

Except as specifically authorized in writing by Save10, I will make no statement as to income potential of the Save10 Compensation Plan, nor will I make any statement as to specific income or revenue figures that can be earned by a Distributor.

I understand and agree that I am solely responsible for all financial and/or legal obligations incurred by me in the course of my business as a Distributor of Save10 products and/or services.

I will not solicit from the proprietary rolls or "genealogical" printouts of other network marketing companies.

I will not use sales materials or professional associations that may be regarded as proprietary by other companies.

I will conduct my Save10 business in a way that respects the products and professionalism of other companies.

I will, to the best of my ability, strive to practice the personal and business "Golden Rule" in my relationships with Customers of Save10, other Save10 Distributors, Save10 Merchants, Save10, and any person with whom I speak or relate in any manner regarding Save10 products by speaking to and treating others in a manner in which I would desire to be spoken to or treated and by not speaking to or treating others in a manner in which I would not desire to be spoken to or treated.

#### A.2. Definitions:

- a. **Merchant:** A retail business organization that has made an agreement with Save10 to provide a negotiated discount to all active and current Save10 Customers. Discounts may vary from one Save10 Merchant to the next. Save10 Merchants may also be Save10 Distributors.

- b. **Customer:** An individual who is authorized by Save10 to receive discounts from Save10 Merchants through the use of phone apps. The fee to activate the app is ten dollars (\$10.00) per month.
- c. **Distributor:** An individual who is authorized by Save10 to sell to Customers and refer or recruit other individuals to be Distributors into the Save10 program. A Distributor is either an Associate or a Director. A Distributor may also be a Customer.
- d. **Associate:** Title of a basic level Distributor.
- e. **Director:** Title of an advanced level Distributor.

## **B. DISTRIBUTOR STATUS**

### **B.1 Distributor Title:**

Save10 has two tiers of Distributors: **Associate** and **Director**. The annual fee for each is different, each has different requirements and each has different rewards.

### **B.2 Becoming a Distributor:**

An applicant becomes a Distributor, either Associate or Director, of Save10 when all of the following requirements are completed:

- a. The applicant selects the desired title,
- b. Pays the appropriate annual fee that is for services provided by Save10 which include but are not limited to tracking of personal Customers, tracking of downline Distributors and support services, including but not limited to materials and training information on the Save10 Website, and access to the Distributor support call center, and
- c. The applicant's completed and signed Distributor Agreement has been received and accepted by the Save10 home office.
- d. The Save10 Direct Selling Program is not available in Montana or to Montana residents.

Save10 reserves the right to decline any applicant in its sole and absolute discretion.

### **B.3 Title Upgrade:**

Distributors who enrolled as Associates may upgrade to Director at any time by paying the then current annual Director fee in full. A prorated portion of the Associate fee will be applied to the Director fee. The renewal date for the Distributor will convert to the date of the Associates conversion to Director.

### **B.4 Legal Age:**

Distributors must be of legal age in the state of their residence.

### **B.5 Actions of Household Members**

Distributors are responsible for the actions of household members and if any action taken by a household member violates these Policies and Procedures, such violation will be deemed a violation by the Distributor.

### **B.6 Simultaneous Interests:**

Individuals may not have simultaneous beneficial interests in more than one Distributor entity without the prior written consent of Save10 or as otherwise provided in the Compensation Plan.

### **B.7 Entities:**

- a. Corporations, Partnerships, Limited Liability Companies and Trusts (and other entities as approved by Save10, each an "Entity") may be Distributors subject to the following rules and conditions:

1) A Distributor Agreement must be submitted in the name of the Entity. The Distributor Agreement must be filled out completely and signed on behalf of the Entity by an authorized officer, member, manager, partner or trustee.

2) Each shareholder, partner, member, trustee or beneficiary of the Entity will be bound, individually, by the terms of the Distributor Agreement and these Policies and Procedures.

3) A Save10 Distributor may assign his/her Business Organization to an Entity by completing a Distributor Agreement in the name of the Entity and assigning the Business Organization to the Entity in the form approved by Save10. Changes in the form, structure or name of an Entity may be made only with the prior written consent of Save10.

4) If any individual (including spouses) associated with the Entity violates the Distributor Agreement, which incorporates these Policies and Procedures, such action will be considered a violation by the Entity and Save10 may take such disciplinary action as it deems appropriate in its sole and absolute discretion.

b. Non-profit organizations approved by Save10 may be Distributor Entities subject to the following rules and conditions:

- 1) A Distributor Agreement must be submitted in the name of the Entity. The Distributor Agreement must be filled out completely and signed on behalf of the Entity by an authorized officer.
- 2) The rules and conditions enumerated in paragraphs B.7.a.2) through B.7.a.4) shall be binding on non-profit Entities.

**B.8 Assumed Names:**

A person or Entity may apply under a legally registered assumed name, if the application includes the signatures of all persons acting under or holding an interest in the assumed name.

**B.9 Annual Renewal:**

The term of your Save10 Distributor status is one year. To remain a Distributor, you must apply to renew your Business Organization annually. The appropriate Distributor annual renewal fee then in effect is due on the anniversary of your enrollment or conversion date. This fee is for services provided by Save10 which include but are not limited to tracking of personal Customers, tracking of downline Distributors and support services, including but not limited to materials and training information on the Save10 Website, and access to the Distributor support call center. It is each Distributor's responsibility to renew his or her Business Organization. If you do not renew your Save10 Distributor status by the required deadline, you voluntarily terminate your Business Organization with Save10, and forfeit all sponsorship rights, position earned, and corresponding compensation.

**B.10 Independent Contractor Status:**

All Distributors are independent contractors of Save10. They are not franchisees, joint ventures, partners, employees, or agents of Save10. Distributors have no authority to make any representation, agreement, or commitment of any kind for or on behalf of Save10 or to bind Save10 in any manner. Save10 does not control the time, location or amount of work that a Save10 Distributor performs.

**B.11 Indemnity Agreement:**

Every Distributor agrees to indemnify and hold harmless Save10, its officers, agents, and directors, against any claim, demand, liability, loss, cost, or expense including, but not limited to, attorneys' fees, arising or alleged to arise in connection with the conduct of the Distributor. Each Distributor waives and releases any claims which he or she may have against Save10 or any of its affiliate organizations and each of their respective officers, directors, employees and agents arising out of any act, omission, statement or representation of a Distributor related to his or her Save10 business. In no event will Save10 be liable to a Distributor (or anyone claiming through a Distributor) for any consequential or special damages.

**B.12 Taxation:**

Distributors will not be treated as employees for federal or state tax purposes. Further, Distributors will not be treated as employees, franchisees, joint ventures, partners, or agents with respect to the Internal Revenue Code, Social Security Act, federal unemployment acts, or any other federal, state, or local statute, ordinance, rule, or regulation. Distributors are responsible for filing all necessary federal, state and local taxes. The Company will issue Internal Revenue Service Form 1099-Misc. to Distributors with respect to whom Save10 shall pay commissions or other compensation.

**B.13 Compliance:**

Distributors shall comply with all federal and state statutes and regulations and local ordinances and regulations concerning the operation of their businesses. Distributors are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. The Distributor Agreement, which incorporates these Policies and Procedures, was created as a guide for the relationship between the Company and its Distributors. Violations of the Distributor Agreement or any illegal, fraudulent, deceptive, improper, threatening or unethical business conduct by a Distributor may result, in Save10's sole and absolute discretion, in one or more corrective measures, including but not limited to: (i) issuance of a written warning letter; (ii) suspension of Distributor's status; (iii) suspension or loss of rights to bonus or commission checks; (iv) involuntary termination of the Distributor Agreement; (v) legal proceedings for monetary and/or equitable relief; or (vi) any combination of the above.

**B.14 Identification Numbers:**

Your Social Security Number establishes your Save10 account. However, Save10 will issue a Record Control Number (RCN) for your Save10 Identification Number. An Entity identification number may be either the Social Security Number of one of the members (whose name must be on the Distributor Agreement) or the Entity's Federal Tax I.D. Number. Distributors should always include RCN in correspondence with Save10. Failure to do so may result in unnecessary delay of your requests, including delays of commissions or other compensation. Per I.R.S. regulations, failure to provide a valid Social Security Number (for individuals) or a valid Federal Tax I.D. Number (for Entities) will cap commissions to a total of five-hundred ninety-nine dollars (\$599) per year.

**B.15 No Exclusive Territories:**

There are no exclusive territories for marketing or recruiting purposes, nor shall any Distributor imply or state that he or she does have an exclusive territory. A Distributor may conduct the Distributor's Save10 business in any state, country or territory in which Save10 has an established business, subject to the laws and regulations of each country.

**B.16 Confidential Information:**

Each Distributor acknowledges and agrees that all information concerning Save10 Distributors, including, but not limited to, Customer, Distributor, and Merchant lists, whether compiled or stated individually (hereinafter "Confidential Information"), was obtained by Save10 at great effort and expense, is of great value to Save10, and is maintained by Save10 as confidential and trade secret information. This includes names, addresses, telephone numbers, genealogies and other information relating to Save10 Distributors. Each Distributor further acknowledges and agrees that Confidential Information received or obtained, whether in the form of lists prepared by Save10 or otherwise, is received in confidence and on the condition and agreement that such information will be kept confidential. Each Distributor also agrees that he or she will not disclose Confidential Information to anyone except when authorized in writing by Save10 and will not use Confidential Information for any purpose other than the performance of functions and duties as a Save10 Distributor. From time to time, the Company may furnish data reports to a Distributor that provides information related to the Distributor's downline organization, sales volume, compensation, etc. These reports and the information provided therein are confidential and constitute trade secret information of the Company. These reports are provided to a Distributor solely for the development of his or her Save10 business. Distributors are prohibited from directly or indirectly disclosing the information contained in these reports to any third party; using the information to compete with the Company; or soliciting or recruiting any Distributor on the report to alter their relationship with the Company. The obligations of this Section shall survive any expiration or termination of a Distributor Agreement for a period of five years.

**B.17 Non-Solicitation/Other Business Activities:**

Save10 Distributors are not restricted from being employed by, or providing services to, other business entities, or from engaging in other business activities. A Distributor is prohibited, however, from using the name Save10, any trademarks of Save10 or the names of Save10 products in connection with any other business activity. While Distributors are not prohibited from participating in other multi-level marketing organizations, each Distributor agrees that, while a Distributor of Save10, and for a period of one (1) year from the expiration or termination of the Distributor Agreement, he/she will not, directly or indirectly, (i) solicit any Save10 Distributor to become a distributor for any person or entity engaged in marketing or selling any product or service by means of direct sales, network marketing or multi-level marketing method or organization, or (ii) solicit for the sale, or sell, any product or service to a Save10 Distributor, other than products or services sold by Save10 or (iii) alter in any way a Save10 Distributor's relationship with the Company. The term "solicit" includes any actual or attempted promotion, recruitment, recommendation, encouragement, suggestion, inducement, or effort to influence in any other way, either directly or through a third-party, another Save10 Distributor or Customer to enroll or participate in another multi-level marketing or direct selling opportunity. "Solicit" also includes actions that are in response to an inquiry by another Save10 Distributor or Customer. Each Distributor also acknowledges and agrees that these provisions are reasonable and necessary to protect the interest of Save10 and its Distributors in the Confidential Information and the associated valuable business relationships. All rights and obligations of this Section will survive any expiration or termination of a Distributor Agreement.

**B.18 International Sponsoring:**

Save10 Distributors may only enroll other Distributors in countries where Save10 has an established business, currently only the United States of America. The countries in which Save10 has an established business will be announced by the Company as they develop.

**C. DISTRIBUTOR OPERATIONS****C.1 Sponsoring:**

A Save10 Distributor is entitled to enroll other Distributors into the Save10 program. A Distributor will not be compensated for enrolling new Distributors. However, he or she will be compensated under the Save10 Compensation Plan based on the volume of product sales. There are no assurances or guarantees of any compensation or commissions.

**C.2 Multiple Applications:**

If one applicant submits multiple Distributor Agreements listing multiple enrollers, only the first completed form received by Save10 will be accepted.

**C.3 Training Support:**

Distributors who enroll new Distributors must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those enrolled. Distributor must have ongoing contact, communication and management supervision with his or her Business Organization. Examples of such supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, text messages, training sessions, accompanying individuals to Company training, and sharing genealogy information with those enrolled. Distributors should be able to provide evidence to the Company semiannually of ongoing fulfillment of sponsor responsibilities. Distributors are required to ensure those enrolled are properly trained with respect to the Distributor Agreement, including these Policies and Procedures, and the Compensation Plan.

#### **C.4 Changing Sponsorship:**

Transfer of sponsorship is not permitted. Maintaining the integrity of sponsorship is absolutely mandatory for the success of the overall organization of Save10.

A Distributor may change sponsorship by voluntarily terminating his or her existing Business Organization and maintaining no activity for a period of twelve months. The Distributor may then enroll as a new Distributor under any sponsor he or she chooses.

If the annual renewal has expired and a period of twelve months has lapsed with no activity, the Distributor may enroll as a new Distributor under the sponsor of his or her choice.

#### **C.5 Voluntary Termination:**

A Distributor may voluntarily terminate his or her Distributor Agreement at any time by sending written notice to Save10. Voluntary termination is effective upon receipt of such notice by Save10. A Distributor who voluntarily terminates a Distributor Agreement must wait twelve months before being eligible to sign a new Distributor Agreement.

#### **C.6 Involuntary Termination or Suspension:**

Save10 may immediately terminate or suspend the status of any Distributor for cause. "Cause" means and includes (i) any violation of the Distributor Agreement which incorporates these Policies and Procedures, all of which may be amended from time to time, (ii) any wrongful taking of property from Save10 or a Save10 Distributor, (iii) any act of dishonesty regarding Save10 or a Save10 Distributor, (iv) the commission of a felony or act of moral turpitude, or (v) the use or sale of illegal drugs or the excessive use of alcohol or other personal conduct which, in the reasonable opinion of Save10, may reflect adversely on Save10. Each Distributor acknowledges that Save10 has a legitimate and substantial interest in requiring high standards of integrity and responsibility from its Distributors. In addition, Save10 may terminate the status of any Distributor in its sole and absolute discretion without cause by giving written notice to the Distributor of its intent to terminate after a reasonable business period.

#### **C.7 Effect of Suspension:**

If a Distributor is suspended for cause, (i) the Distributor shall not be entitled to act as or receive any of the benefits of a Distributor for Save10 for the term of the suspension, (ii) the Distributor shall not be entitled to receive any compensation as a Distributor during the suspension period, including without limitation any commissions or overrides (except payments that may have been due for periods prior to the suspension). The suspension of a Distributor shall be effective the first day of the month in which notice is given.

#### **C.8 Effect of Termination:**

Voluntary or involuntary termination results in the Distributor's loss of rights to his or her downline organization. Termination is retroactive to the beginning of the month in which the termination is effective. Thus, payment of commissions and overrides will be made only for business completed during the last full calendar month prior to termination. No terminated Distributor shall represent himself or herself as a Distributor of Save10. Upon termination, whether voluntary or involuntary, ownership of the Distributor's Business Organization will revert back to Save10.

#### **C.9 Solicitation of Prospects:**

Distributors should not solicit a person to enroll under them as a Save10 Distributor with the knowledge that the person has already been in contact with another Save10 Distributor for that purpose. Save10 considers such conduct to be in violation of its code of ethics and may take disciplinary action in Save10's discretion with respect to such violations. Generally, the first Save10 Distributor to contact a prospect concerning Save10 should be the prospect's sponsor.

Save10 and its Distributor organization seek to foster an "open" system in which prospective Customers and Distributors may attend and participate in Save10 Distributor functions in any geographic area – whether or not the Save10 Distributor who has initially contacted the prospect will participate or be present. We believe that mutual support by Save10 Distributors of the efforts of other Save10 Distributors provides a source of strength for the growth of our organization as a whole. The "open" system depends heavily on ethical conduct by all Save10 Distributors, and in particular relies on the understanding among them not to solicit the prospects of another Distributor.

Ordinarily, Save10 corporate will not become involved in, or attempt to resolve, a dispute over the proper sponsorship of a new Distributor. We encourage Distributors to resolve conflicts over proper sponsorship by agreement, respecting the policy stated here. However, Save10 reserves the right in circumstances Save10 deems appropriate to make the determination of proper sponsorship which determination will be binding on all parties. Distributors who are unable to resolve a dispute regarding sponsorship by agreement may request arbitration of the matter as is provided in Section H.8 of these Policies and Procedures.

**C.10 Sale, Assignment or Transfer of Save10 Business Organizations:**

No sale, assignment or transfer of a Business Organization shall be valid without the prior express written approval of Save10, which approval may be granted or withheld in Save10's sole and absolute discretion. A Distributor desiring to acquire any interest in another Distributor's business must relinquish his or her existing Business Organization before becoming eligible for such a purchase. If you should have any questions related thereto, please contact Save10 for further information and procedures to effect a sale, assignment or transfer.

**C.11 Succession:**

Upon the death of an individual Distributor or any shareholder, partner, member, trustee or beneficiary of an Entity that is a Distributor, the decedent's interest in the Business Organization will pass to his or her successors in interest as provided by law, will or other instrument.

However, Save10 will not recognize the transfer until the successor submits a new Distributor Agreement with certified copies of the death certificate and will, trust or other instrument. The successor will then be entitled to all the rights and subject to the obligations of the decedent.

If a Business Organization is bequeathed or transferred to or for the benefit of more than one person, the Business Organization must be held by, or transferred to, an Entity, as otherwise permitted in these Policies and Procedures. Thereafter, bonuses, commissions and the Form 1099 for a Business Organization transferred pursuant to this section will be issued to the Entity.

A successor who is currently a Distributor may elect to maintain two separate Business Organizations and may possess an interest in two Business Organizations.

**C.12 Agreements Among Distributors:**

The relationship between Distributors will be governed by the Distributor Agreement, of which these Policies and Procedures are a part, with respect to compensation, sponsoring, payment of commissions and overrides, and all other facets of a Distributor's Save10 business. No agreement between Distributors relating to the conduct of their Save10 business or the allocation of compensation from their business shall be effective, unless Save10 consents to the agreement in writing.

**C.13 Save10 Distributor Genealogies:**

a. Each Distributor agrees:

- 1) To hold confidential and not disclose any genealogy (downline Distributor list) or portion thereof to any third person, including but not limited to, existing Distributors, competitors and the general public.
- 2) To limit use of genealogies to the intended scope of the genealogy and in furthering a Distributor's Save10 business.
- 3) That any intended or unintended use or disclosure of a genealogy other than as authorized herein, or for the benefit of any third person, constitutes misuse, misappropriation, and a violation of the Distributor Agreement, which may cause irreparable harm to Save10.
- 4) That, upon any violation under this section, Save10 is entitled to appropriate injunctive relief, enjoining such use under applicable law and to the recovery of all genealogies previously provided to the Distributor.
- 5) That misuse of a genealogy is cause for termination of a Business Organization, whether or not such misuse causes irreparable harm to Save10 or one of its Distributors.
- 6) That the obligations under this section will survive the termination of the Distributor Agreement.

b. Save10 reserves the right to pursue all appropriate remedies under applicable laws to protect its rights to the genealogies as proprietary information of Save10; any failure to pursue such remedies will not constitute a waiver of the rights.

**C.14 Dissolution or Division of a Business Organization:**

a. Save10 acknowledges that Business Organizations involving more than one person may be dissolved by dissolution of an Entity whether by agreement or in the course of a legal proceeding. Save10 requires that the parties to such a Business Organization, in connection with and during the course of such dissolution, conduct themselves in accordance with these rules and in a manner which will not adversely affect Save10 or the interests, business or income of sponsored downline Business Organizations or upline sponsors. During the course of any proceeding for a dissolution affecting a Business Organization, the parties are restricted from engaging or involving Save10 or Save10 Distributors in any controversy or dispute among them. Violation of this provision shall be deemed personal conduct which may reflect adversely on Save10 and may result in disciplinary action including Business Organization termination.

b. One former owner(s) of an Entity may completely relinquish all rights in the original Business Organization, including all sponsored Distributors, to the other parties. At this time, the withdrawing party is free to (i) sign as a Distributor under his or her former Business Organization, (ii) sign as a Distributor under his or her original sponsor, or (iii) sign as a Distributor in a completely different line of sponsorship of his or her choosing.

## **D. LITERATURE AND ADVERTISING**

### **D.1 Trademarks:**

The name Save10 and the name of all Save10 products are trademarks of Save10. Only Save10 is authorized to produce and market products and literature under these trademarks. Use of the name Save10, or the names of Save10 products, in any way not provided for within these Policies and Procedures is strictly PROHIBITED.

### **D.2 Save10 Literature and Sales Materials:**

Only official Save10 literature may be used in representing Save10 products and/or the Save10 Compensation Plan. Save10 literature, brochures, inserts or other sales aid items available from Save10 may not be reproduced, duplicated or reprinted.

As required by these Policies and Procedures, a Save10 Distributor that enrolls another Distributor is required to provide adequate training and support to the enrolled Distributor with respect to the Save10 business opportunity. If Save10, in its sole and absolute discretion, determines that a Distributor has refused or failed to provide the necessary support and training to an enrolled Distributor, Save10 may terminate the enrolling Distributor at Save10's discretion.

Distributors should be aware that when using blogs, chat rooms, social networks or other online methods to communicate information about Save10's products or business opportunity that those communications may be regarded as advertising. To the extent those methods of communication are used, the Distributor is responsible for ensuring the content complies with Save10's Policies and Procedures and any other applicable laws and regulations or guidance set forth by the Federal Trade Commission (FTC) or any other federal or state regulatory agency that may now or hereafter have jurisdiction over Distributor or Save10.

Save10 periodically conducts Internet searches to confirm Distributors are operating in accordance with this Section D.2. In case of violation, Save10 may require the violating Distributor immediately to remove the advertisement, website and/or information which is in violation of Save10 Policies and Procedures. If a Distributor fails to remedy a violation in strict accordance with Save10's request or repeatedly violates this Section D.2, Save10 may take any other disciplinary actions deemed appropriate against the offending Distributor, including suspension or termination of the Distributor's Business Organization.

### **D.3 Social Media**

Distributors may utilize social networking sites e.g., Facebook, Twitter, LinkedIn, blogs, forums and chat rooms or other social shared interest sites to communicate information about the Save10 products and business opportunity.

The following are requirements when using any form of social networking or social media:

- a. Distributors must include their name and clearly identify themselves as an "Independent Save10 Distributor" on all posts or profiles generated in any social community where the individual mentions or discusses Save10.
- b. Distributors are prohibited from using any Save10 trademark, product name or logo in their user name, profile photo, blog name or fan/group pages of any social community. Save10 Distributors may use the "Independent Distributor Logo" approved for social media from the content library. This is the only approved logo for social media use. For those Distributors who have existing fan pages, group names or domain names that include the Save10 trademark, product names or company logos they will need to change or delete this information in accordance to Save10's Policies and Procedures. Save10 is aware that some sites such as Facebook do not allow users to change existing fan pages. For this reason, users with existing fan pages will need to create a new page and redirect users accordingly.
- c. Distributors are personally responsible for the content they publish in the social community. In addition, as the site administrator, owner, or moderator, you are responsible for the content posted by others including personal testimonies. Any information provided through social media must comply with Save10's Policies and Procedures in addition to Save10's advertising guidelines.
- d. Distributors must make it clear that they are speaking for themselves and not on behalf of Save10. Visitors to any Distributor's blog site, fan page, group, tweets or any other form of social networking should not be left with the impression that the content is being published by or on behalf of Save10.

The following are guidelines to follow when using social media and social networking:

- a. Respect your audience. Do not make ethnic slurs, religious, racial or personal insults. Do not use obscenity or engage in any conduct that would not be acceptable to Save10. Distributors should also show proper consideration for other's privacy and for topics that may be considered objectionable.
- b. Add value with your posts and comments. Provide meaningful information. What you publish may reflect on not only you and your personal organization but also Save10 as a whole.
- c. Distributors may link to the Save10 corporate home page, Save10 corporate Facebook Fan Page or any other website produced and maintained by Save10, such as your Save10 personal website. A Distributor may not link to any third party website in connection with the promotion or discussion of the Save10 products or business opportunity without the prior approval of Save10's Compliance Department.

d. When in doubt, do not publish. Remember that there are always consequences to what you publish. You have sole responsibility for what you post and what is published on your blog, profile, or in any form of online social media.

As required by these Policies and Procedures, a Save10 Distributor that enrolls another Distributor through the use of his/her social media site is required to provide adequate training and support to the enrolled Distributor with respect to the Save10 business opportunity. If Save10, in its sole and absolute discretion, determines that a Distributor has refused or failed to provide the necessary support and training to an enrolled Distributor, Save10 may terminate the enrolling Distributor at Save10's discretion.

**D.4 Domain Names:**

Distributors are prohibited from using or registering any of Save10's names, trademarks, product names, service marks, or anything confusingly similar to these names or marks, for any Internet domain name, display banner, URL, forum, blog or chat room name, etc.

**D.5 Media:**

Occasionally, Distributors may be contacted by media representatives requesting interviews or comments on the Save10 products and business opportunity. However, Distributors may not represent Save10 in public arenas or in response to any media request. Only authorized Save10 representatives are allowed to correspond with the media on Save10's behalf. Distributors are advised not to intentionally invite members of the media to Save10 functions. All inquiries from media (radio, television, newspapers, magazines or any other periodicals or media) are to be referred to Save10. This will ensure that consistent and accurate information is provided to the public.

**D.6 Radio and Television:**

Save10 Distributors are prohibited from using live radio advertising to publicize Save10 or its products.

**D.7 Advertising and Sales Support Material Approvals:**

In general, Distributor-created advertising is prohibited.

Distributors may not reproduce Save10 created brochures or portions of brochures including, but not limited to, layout and pictures.

**D.8 Liability:**

Violation of these Policies and Procedures is subject to disciplinary action by Save10. Disciplinary action may include, but is not limited to, termination of the Business Organization and loss of Distributor privileges, including downline organization, income, etc. The violating Distributor may also be liable for damages resulting from unauthorized use of Save10 copyrights, trademarks and materials.

**D.9 Recordings:**

Distributors may not produce for distribution or sale any recorded company events or speeches, nor may Distributors reproduce for distribution, sale or personal use any recording of company-produced audio or video representations.

**D.10 Telephone Answering:**

Distributors may not answer the telephone by saying "Save10," or in any manner that would lead the caller to believe he or she has reached the corporate offices of Save10. They may, however, state that they are an "Independent Save10 Distributor." This restriction also applies to greetings on telephone answering machines, voice mail and other voice messaging services.

**D.11 "800" Telephone Listings:**

Distributors are prohibited from listing their "800" toll-free telephone numbers under the Company's name or in a manner that could indicate the listing is for the Company.

**D.12 Independent Distributor Telephone Solicitation:**

The Save10 name or copyright materials may not be used with automatic calling devices either to solicit Distributors or retail Customers.

**D.13 Sales Forums/Retail Outlets:**

Products and promotional materials for Save10 may be sold or displayed for public (casual foot traffic) view in retail outlets. Save10 products may not be sold through merchants or businesses involved in the sale or marketing of pornography, gambling, or any illegal activity.

This policy does not prohibit a Merchant or business owner from being a Distributor.

Distributors may display the Company's products at certain trade shows and professional expositions at the sole discretion of the Company. Distributors must contact Save10's Compliance Department for approval prior to the event. The Company may refuse authorization to participate in the event if the forum is not deemed suitable for promotion of the Save10 products or business opportunity.

#### **D.14 Use of Distributor Name, Likeness and Image:**

Each Distributor consents to Save10's use of his or her name, testimonial (or other statements relating to his or her experiences as a Save10 Distributor in printed, electronic or recorded form, including translations and paraphrases of the same) and image or likeness (as produced or recorded in any form of media) in connection with the advertisement and promotion of Save10, its products, business opportunity or any Save10-related or -sponsored events and materials.

#### **E. COMMISSIONS**

##### **E.1 Application and Agreement:**

Commissions are paid when both the completed Distributor Agreement is received and accepted by Save10 and monthly requirements are fulfilled.

##### **E.2 Calendar Month, Method of Commission Payments:**

Commissions are calculated on a calendar month basis. Save10 shall use the services the Automated Clearing House (ACH) to electronically disburse payment to Distributor's bank account or debit card. Distributors may choose to receive payment by check through the U.S. Mail. Payments through ACH will be free of charge to Distributor and will be made each month regardless of amount. Payments made by check will incur a \$2.50 per check charge deducted from commissions, and will automatically be made during the next scheduled pay cycle when accumulated commissions due Distributor equals or exceeds fifty dollars (\$50.00). Distributor may request payment when accumulated commissions are less than \$50.00.

##### **E.3 Payment Date:**

Commissions are paid in arrears and payments are mailed or deposited by ACH transfer on or about the 5th day of the month following the month in which those commissions were earned. If the 5th falls on Saturday or Sunday, commissions may be paid the first business day immediately following the 5th.

#### **F. PRODUCTS AND SERVICES SALE RULES**

##### **F.1 Prices of Save10 Products and Services:**

Save10 reserves the right to change the prices for any or all of its products or services at any time without prior notice. Distributors must comply with all pricing requirements for Save10 products and services.

##### **F.2 Sales Tax:**

Save10 Distributors must comply with all federal, state and local tax rules and regulations and licensing requirements which govern the sale of Save10 products and services. Save10 products, services and sales aids may be subject to sales tax in the state, county or city in which you live. Save10 will collect the appropriate sales tax for taxable items sold to Arkansas residents. It is your responsibility to comply with your local requirements. If you have questions, contact your accountant or local authority for details.

#### **G. GUARANTEE POLICY**

##### **G.1 Customer Returns:**

Save10 offers and requires each Save10 Distributor to offer a 100% unconditional 30-day money-back guarantee to all retail Customers.

##### **G.2 Termination Returns:**

Save10 will repurchase from or refund to a Distributor who terminates his or her Business Organization all unused products or services (on a pro rata basis) that were purchased from Save10 within the 12 months immediately preceding the Distributor's termination date for the purchase price paid less a 10% processing fee.

- a. The Distributor must submit to Save10 a written request terminating the Business Organization, including a request for refund.
- b. Save10 will repurchase Business Kits and Sales Aids returned to Save10 in reasonably resalable or reusable condition at the Distributor's cost less a 10% restocking fee.
- c. The terminating Distributor will be responsible for all shipping expenses incurred in returning products to Save10. Upon receipt and inspection of the products returned, Save10 will make a refund payment. Any products returned which are not found to be in resalable or reusable condition will be returned to you at your request, or destroyed.

##### **G.3 Buyer/Customer's Right to Cancel:**

Federal law allows a buyer/customer a "Cooling-Off Period" or a right to cancel certain sales without penalty prior to midnight of the third business day after the transaction. This rule covers consumer sales of \$25 or more that occur away from the seller's main office.

#### **G.4 Distributor's Responsibility:**

If a Customer mails or delivers to the Distributor a valid notice of cancellation prior to midnight on the third business day after ordering or purchasing a Save10 product or service, it must be honored.

### **H. GENERAL PROVISIONS**

#### **H.1 Product Claims:**

Distributors are prohibited from saying or implying that Save10 products or services are FTC-approved or approved by any other federal or state regulatory agency that may now or hereafter have jurisdiction over Distributor's business or Save10. When selling Save10 products or services, Distributors also acknowledge that they are not authorized to use, quote from or summarize (in any written or graphic form) any materials or to make any product claim or representation not authorized in writing by Save10. Distributors may make claims about the Company's products that have been approved by the Company and provided in sales and training materials. The Company assumes no responsibility or liability for any written or oral claims made by its Distributors.

#### **H.2 Income Claims:**

Except as specifically authorized by Save10 in writing, Distributors may make no statements or claims concerning the sales or income, or potential sales or income, of being or becoming a Save10 Distributor.

Save10 Distributors must not misstate or overstate the actual sales or earnings of Save10 or Save10 Distributors. Any statement made by Distributors regarding sales must be truthful, accurate and capable of substantiation, and must be made only in accordance with applicable federal, state and local laws and regulations. No statement should be made that earnings are easily achieved or can be attained without effort. Save10 believes firmly that the income potential of a Save10 Distributor is highly attractive in reality without resorting to artificial or unrealistic claims.

Any examples of income potential contained in any Save10 literature or website presentations are not earnings representations and are strictly provided to illustrate the marketing program. Save10 makes no earnings representations. Earnings possibilities for Distributors result from their own hard work and the hard work of Distributors within their Business Organizations.

#### **H.3 Governmental Endorsement:**

Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, you may not represent or imply, directly or indirectly, that the Save10 program has been approved or endorsed by any governmental agency.

#### **H.4 Amendments:**

Save10 reserves the right to amend the Distributor Agreement, including these Policies and Procedures, its wholesale or suggested retail prices, product availability and formulations, the Compensation Plan, and any other published materials and forms as it deems appropriate.

Amendments will be communicated to Distributors through an appropriate Save10 publication or other means, including the methods stated in the Introduction above. Amendments are effective and binding on all Distributors when issued. The continuation of a Distributor's Save10 business or a Distributor's acceptance of compensation (commissions, bonuses) constitutes acceptance of any and all amendments.

#### **H.5 Non-Waiver Provision:**

Save10 has the right to exercise any power under these Policies and Procedures or to insist upon your strict compliance with any obligation or provision herein. No custom or practice of the parties at variance with these Policies and Procedures will constitute a waiver of Save10's right to demand exact compliance with these Policies and Procedures. Waiver by Save10 can be effected only in writing by an authorized officer of Save10.

The Company's waiver of any particular default by a Distributor will not affect or impair Save10's rights with respect to any subsequent default, nor will it affect in any way the rights or obligations of any other Distributor. Nor will any delay or omission by Save10 to exercise any right arising from default affect or impair Save10's rights as to that or any subsequent default.

#### **H.6 Severability:**

If any provision of the Distributor Agreement which incorporates these Policies and Procedures, or any part thereof or application thereof to any person or circumstance shall be finally determined, in arbitration or by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of such document or the remainder of such provision or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby and each provision of such document shall remain in full force and effect to the fullest extent permitted by law. The parties also agree that all provisions of the document will be interpreted and construed to the fullest extent possible so as to be valid and enforceable. Further, the parties agree that, if any portion of the document, or any part or application to any person or circumstance is determined by arbitration or by a court of competent jurisdiction to be invalid or unenforceable to any extent, the arbitrator(s) or any court may so modify the objectionable provision so as to make it valid, reasonable and enforceable.

## **H.7 Entire Agreement:**

These Policies and Procedures are incorporated into the Distributor Agreement and together these documents, along with any corresponding supplements, constitute the entire agreement of the parties regarding their business relationship.

## **H.8 Dispute Resolution, Mediation and Arbitration:**

The Distributor Agreement and these Policies and Procedures are governed by and construed in accordance with the laws of the State of Arkansas. Any and all disputes arising out of or relating to these documents or in any way related to an independent Save10 Distributor's business will be resolved and determined by mediation and binding arbitration in accordance with existing Rules of Procedure promulgated by the Institute for Christian Conciliation, a division of Peacemaker Ministries, unless the laws of the state where the Distributor resides provides otherwise. The exclusive location for such arbitration shall be Little Rock, Arkansas. The decision of the arbitrator(s) will be final and binding on all parties. Demands for arbitration must be filed by the Distributor within six months of the occurrence of the event or action which is the subject of the dispute. Failure to make a demand for arbitration within this period will result in the waiver and loss of all claims by the Distributor with respect to the dispute. This Section H.8 shall survive any termination or expiration of the Distributor Agreement. Save10 has the right to bring suit in a court of competent jurisdiction to seek an injunction, temporary or permanent, or other equitable relief, to prevent or enjoin a breach of a Distributor's obligations and will be entitled to include in this action any and all claims it may have.

## **H.9 FIELD ENFORCEMENT PROCEDURES**

This is a step-by-step summary of the methods by which Save10 Distributors may deal with observed violations of Save10's Policies and Procedures.

### **STEP 1**

If you learn of or observe a violation, your first duty is to inform the offending Distributor of the rule being violated. Often a misunderstanding of the Policies and Procedures can be reconciled in the field through this type of amicable communication. If this is the case, the problem is considered solved, and does not need to be referred to Save10, although your sponsor or immediate upline Distributor should be notified.

### **STEP 2**

In cases where the offender refuses to comply with the rules, or believes that he or she is in compliance, a detailed letter must be forwarded to the Distributor Services Center. Names, places, events and any pertinent documentation should be included, and the letter must be signed. Maintain communication with the offender both before and after contacting Save10. Be sure you have a strong foundation for the complaint, as false reporting of violations is also a serious offense.

### **STEP 3**

Once the complaint is received by Save10, the Company will take all measures deemed necessary to correct any transgressions. No action will be taken until all available information can be reviewed. Reasonable opportunity for explanation and appeal will be extended to the offender. The Company reserves the right to take action or no action in order to ensure compliance with the Policies and Procedures and decisions in these matters rest ultimately with Save10 in its sole and absolute discretion.

## **H.10 RETAIL MARKETING AND RECRUITMENT**

- a. Distributors shall never promise lucrative rewards for recruiting to persons inquiring into the Save10 business opportunity in order to induce them to focus their efforts on the recruitment side of the Save10 business at the expense of their retail marketing efforts.
- b. Distributors shall make every effort to cultivate, create, and secure meaningful opportunities for retail sales of Save10 products and services to occur through their business organizations.

## **I. STATE SPECIFIC ADDENDA**

### **I.1. State of Georgia**

- a. This addendum is applicable to Georgia participants only.
- b. This addendum shall supersede and override any provisions in the distributor agreement which shall be in conflict with addendum, except that any cancellation or buy-back provision in the distributor agreement, which is more favorable in terms to the distributor than this addendum, shall remain in full force and effect. The further purpose of this addendum is to set forth the rights of the distributor.
- c. Description of Products or Services: Save10 provides consumers access to a mobile app downloaded on IOS and Android devices that allows the consumer to receive a minimum 10% discount (excluding alcohol, cigarettes, and other merchandise expressly excluded by ordinances or laws; and excluding transportation fuel and groceries which shall be a minimum of 5% discount) on the entire purchase made at Save10 merchant locations, the merchants having agreed with Save10 to provide said discounts. Save10 has made agreements with a variety of merchants throughout the State of Georgia, as well as a plethora of merchants across the entire United States. Access to the App costs the consumer \$10 per month. In addition to training

provided, as described below, Save10 provides recordkeeping of product sales, placement of persons in the distributor sales organization, access to the smart phone app, a variety of sales materials, access to conference calls for training and introduction of new sales tools. Additionally, distributors will have access to company-wide meetings. For more information, review the enclosed materials and the company's website at [www.save10.com](http://www.save10.com).

d. **Delivery Date of Products.** Purchasers of the app will have access to the login activation immediately upon receipt of payment of the activation fee. Likewise, distributors will have immediate access to the activated smart phone app, as well as access to their back office and replicated website upon receipt of the applicable fees. For those distributors who purchase sales aids and business cards, the company will ship the order within three business days after the order has been received and receipt of payment in full. The methods of payment the company accepts are credit cards, debit cards or ACH bank drafts.

e. **Training.** Save10 offers face-to-face training whenever we are in front of our distributors. The company also does a weekly distributor call, approximately 15 – 20 minutes per week, in which the company provides training. The company constantly posts YouTube training videos on the Internet. The company's policies and procedures require upline distributors to maintain contact with and train those whom they enroll. In essence, training is a never-ending process, unless the distributor does not avail himself or herself to the training provided.

f. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.

g. **Cancellation and Buy-Back Policy.** The company will honor minimum cancellation rights to the participant in accordance with OCGA § 10-1-415(d)(1), (2) and (3), which code sections provide as follows and are set forth verbatim:

"(1) If the participant has purchased products or paid for administrative services while the contract of participation was in effect, the seller shall repurchase all unencumbered products, sales aids, literature, and promotional items which were acquired by the participant from the seller; such repurchase shall be at a price not less than 90 percent of the original net cost to the participant of the goods being returned. For purposes of this paragraph, 'original net cost' means the amount actually paid by the participant for the goods, less any consideration received by the participant for purchase of the goods which is attributable to the specific goods now being returned. Goods shall be deemed 'resalable or reusable' if the goods are in an unused, commercially resaleable condition at the time the goods are returned to the seller. Goods which are no longer marketed by the company shall be deemed 'resalable or reusable' if the goods are in an unused, commercially resaleable condition and are returned to the seller within one year from the date the company discontinued marketing the goods; provided, however, that goods which are no longer marketed by a multilevel distribution company shall not be deemed 'resalable or reusable' if the goods are sold to participants as nonreturnable, discontinued, or seasonal items and the nonreturnable, discontinued, or seasonal nature of the goods was clearly disclosed to the participant seeking to return the goods prior to the purchase of the goods by the participant. Notwithstanding anything to the contrary contained in this paragraph, a multilevel distribution company may not assert that any more than 15 percent of its total yearly sales per calendar year to participants in dollars are from nonreturnable, discontinued, or seasonal items;

"(2) The repayment of all administrative fees or consideration paid for other services shall be not less than 90 percent of the costs to the participant of such fees or services and shall reflect all other administrative services that have not, at the time of termination, been provided to the participant; and

"(3) The participant may be held responsible for all shipping expenses incurred in returning sales aids or products to the company but only if such responsibility of a canceling participant is disclosed in the written description of the cancellation rights."

The cancellation and buy-back policy above is controlling and overrides any contrary language in any other company materials.

h. Pursuant to OCGA § 10-1-415(d)(3), notice is given that the participant shall be responsible for all shipping expenses incurred in returning sales aids or products to the company.

i. **Waiver of Personal Activity Requirement During First Six Months.** Every Georgia distributor is excused from personal product purchase activity requirements during the first six months from the commencement of the distributor agreement. During this period, no minimum monthly purchase requirement is necessary to qualify as an active distributor or to qualify for bonuses. The waiver of qualifying purchase requirements is controlling and overrides anything to the contrary in other company materials.

## **I.2. State of Louisiana**

a. This addendum is applicable to Louisiana participants only.

b. This addendum shall supersede and override any provisions in the Distributor agreement which shall be in conflict with addendum, except that any cancellation or buy-back provision in the Distributor agreement, which is more favorable in terms to the Distributor than this addendum, shall remain in full force and effect. The further purpose of this addendum is to set forth the rights of the Distributor.

c. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.

d. No purchase or investment is necessary to become a Company Distributor other than the purchase of a Distributor sales kit which is sold "at Company cost."

e. **Waiver of Personal Activity Requirement During First Six Months.** During the first six months after commencement of the Distributor agreement, every Louisiana Distributor is excused from personal product purchase activity requirements to the extent that payment for product purchased when combined with any other consideration (e.g. sales kit) exceeds \$300. During this period, no total payment in excess of \$300, either by express condition or practical necessity may be required to qualify as an active Distributor or to qualify for bonuses. The waiver of qualifying purchase requirements is controlling and overrides anything to the contrary in other Company materials. Other than purchase of sales kit, all purchases by a Distributor are voluntary and are neither required by actual or practical necessity to participate fully in the marketing program.

**Prohibition:**

Any payment by a Distributor during his or her first 180 days in excess of \$300 which may be considered under La. R.S. 51:1821(2) as initial consideration required by express condition or practical necessity is strictly prohibited.

f. The above restriction shall not in any way restrict the amount of retail sales.

g. Upon termination, if the Distributor has purchased products for inventory purposes or mandatory sales aids while the Distributor agreement was in effect, all unencumbered products purchased within the previous 12 months which are in an unused and commercially resalable condition then in possession of the Distributor shall be repurchased. The repurchase shall be at a price on not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel. You may not re-join the Company for a period of six months after a resignation.

h. **Louisiana Law Applicable.** In the event of a dispute for jurisdictional purposes, a Distributor shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Louisiana and the governing law shall be Louisiana law.

**I.3. State of Oklahoma**

a. This addendum is applicable to Oklahoma Distributors only.

b. The Distributor agreement may be cancelled at any time and for any reason by a Distributor notifying the company and the sponsoring Distributor in writing of the election to cancel.

c. If a Distributor elects not to renew his or her Distributor agreement, all rights to bonuses, marketing position and wholesale purchases cease. The terminated Distributor's sales organization shall be transferred to his or her sponsor.

d. If the Distributor has purchased products for inventory purposes or mandatory sales aids while the Distributor agreement was in effect, all unencumbered products in a resalable condition then in possession of the Distributor, which have been purchases within twelve months of cancellation, shall be repurchased. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel.

e. Any product purchases which have been previously represented by the terminating Distributor as having been either resold or utilized for personal or family use under the company's 70 percent rule or otherwise, are not subject to repurchase.

**I.4. State of Texas**

a. This addendum is applicable to Texas Distributors only.

b. The Distributor agreement may be cancelled at any time and for any reason by a Distributor notifying the company and the sponsoring Distributor in writing of the election to cancel.

c. If a Distributor elects not to renew his or her distributor agreement, all rights to bonuses, marketing position and wholesale purchases cease. The terminated distributor's sales organization shall be transferred to his or her sponsor.

d. If the distributor has purchased products for inventory purposes or mandatory sales aids while the distributor agreement was in effect, all unencumbered products in a resalable condition then in possession of the distributor, which have been purchases within twelve months of cancellation, shall be repurchased. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel.

e. Any product purchases which have been previously represented by the terminating distributor as having been either resold or utilized for personal or family use under the company's 70 percent rule or otherwise, are not subject to repurchase.

**I.5. State of Wyoming**

The following refund policies shall be applicable to Wyoming distributors and shall supersede any policies that are less protective to Wyoming distributors.

1. A Distributor may cancel participation in the distributor contract for any reason at any time upon notification in writing to the company of the election to cancel.
2. If the participant has purchased products while the contract of participation was in effect, all unencumbered products in a resalable condition then in the possession of the participant shall be repurchased by the company. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel.
3. Although the company does not have a purchase requirement, in the event such a requirement is made of participants in its marketing program to purchase products or services or pay any other consideration in order to participate in the marketing program, the following refund policy shall be applicable and the company agrees:
  - i. To repurchase all or part of any products which are unencumbered and in a resalable condition at a price on not less than ninety percent (90%) of the original net cost to the participant, taking into account any sales made by or through such participation prior to notification to the company of election to cancel.
  - ii. To repay not less than ninety percent (90%) of the original net cost of any services purchased by the participants; or
  - iii. To refund not less than ninety percent (90%) of any other consideration paid by the participant in order to participate in the marketing program.