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Mytrusave, Inc. Policies & Procedures  
for Marketing Affiliates and  
Independent Affiliates

# Mytrusave, Inc.

## STATEMENT OF POLICIES & PROCEDURES

Effective January 1, 2011

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## SECTION 1 - COMPANY MANTRA

“Protect your digital life”

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## SECTION 2 - INTRODUCTION

### Policies and Compensation Plan Incorporated Into Independent Affiliate Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Mytrusave, Inc. (hereafter “Mytrusave” or the “Company”), are incorporated into, and form an integral part of, the Mytrusave Independent Affiliate Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Mytrusave Independent Affiliate Application and Agreement, these Policies and Procedures, the Mytrusave Compensation Plan, and the Mytrusave Business Entity Application (if applicable). These documents are incorporated by reference into the Mytrusave Independent Affiliate Agreement (all in their current form and as amended by Mytrusave).

### Changes to the Agreement

Mytrusave reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the Independent Affiliate Agreement, an Independent Affiliate agrees to abide by all amendments or modifications that Mytrusave elects to make. Amendments shall be effective 30 days after publication of notice that the Agreement has been modified. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company’s official website; (2) electronic mail (email); (3) posting in Independent Affiliates’ back-offices. The continuation of an Independent Affiliate’s Mytrusave business or an Independent Affiliate’s acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

### 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 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.

### 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 Mytrusave to exercise any right or power under the Agreement or to insist upon strict compliance by an Independent Affiliate 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 Mytrusave’s right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an Independent Affiliate against Mytrusave shall not constitute a defense to Mytrusave’s enforcement of any term or provision of the Agreement.

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## SECTION 3 - BECOMING AN INDEPENDENT AFFILIATE

### Requirements to Become an Independent Affiliate

To become a Mytrusave Independent Affiliate, each applicant must:

- Be at least 18 years of age;
- Reside in the United States or U.S. Territories or a country that Mytrusave has officially announced is open for business;
- Provide Mytrusave with his/her valid Social Security or Federal Tax ID number;
- Purchase a Mytrusave Business Suite (optional in North Dakota for N.D. residents);
- Submit a properly completed Independent Affiliate Application and Agreement to Mytrusave, either in hard copy or online format;
- Submit an IRS form W-9. If a valid W-9 is not received by the Company within 30 days from the date of the Applicant’s enrollment, Mytrusave reserves the right to not process the Affiliate’s enrollment and the applicant shall not be permitted to become an Independent Affiliate, sell the Company’s products, or participate in the Mytrusave Compensation Plan.

### Business Kits and Product Purchases

No person is required to purchase Mytrusave products or services to become an Independent Affiliate. In order to familiarize new Independent Affiliates with Mytrusave products, services, sales techniques, sales aids, and to have the tools to conduct business online, the Company requires that they purchase a Business Suite.

### Independent Affiliate Benefits

Once an Independent Affiliate Application and Agreement has been accepted by Mytrusave, the benefits of the Compensation Plan and the Independent Affiliate Agreement are available to the new Independent Affiliate. These benefits include the right to:

- Sell Mytrusave products and services;
- Participate in the Mytrusave Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Customers or Independent Affiliates into the Mytrusave business and thereby, build a marketing organization and progress through the Mytrusave Compensation Plan;
- Receive periodic Mytrusave literature and other Mytrusave communications;
- Participate in Mytrusave-sponsored support, service, training, motivational, and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contestant programs sponsored by Mytrusave for its Independent Affiliates.

### Term and Renewal of Your Mytrusave Business

The term of the Independent Affiliate Agreement is month-to-month, and is automatically renewed upon the payment of the monthly Independent Affiliate website fee. Should an Independent Affiliate fail to pay his/her monthly website fee, the Independent Affiliate’s business will be put on suspension will not be eligible for commissions or bonuses for that month until all past-due website fees are paid. If the Independent Affiliate fails to pay his/her website fee for three consecutive months, the Independent Affiliate’s Agreement shall be permanently canceled.

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## SECTION 4 - OPERATING A MYTRUSAVE BUSINESS

### Independent Affiliate Created Marketing Methods and Tools

Independent Affiliates must adhere to the terms of the Mytrusave Compensation Plan as set forth in official Mytrusave literature. Independent Affiliates shall not offer the Mytrusave opportunity through,

or in combination with, any other system, program, sales tools or method of marketing other than that specifically set forth in official Mytrusave literature. Independent Affiliates shall not require or encourage other current or prospective Customers or Independent Affiliates to execute any agreement or contract other than official Mytrusave agreements and contracts in order to become a Mytrusave Independent Affiliate. Similarly, Independent Affiliates shall not require or encourage other current or prospective Customers or Independent Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the Mytrusave Compensation Plan other than those purchases or payments identified as recommended or required in official Mytrusave literature.

## Advertising

### General

All Independent Affiliates shall safeguard and promote the good reputation of Mytrusave and its products. The marketing and promotion of Mytrusave, the Mytrusave opportunity, the Compensation Plan, and Mytrusave products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and services, and the tremendous opportunity Mytrusave offers, Independent Affiliates may not produce their own literature, advertisements, sales tools and promotional materials, or Internet web pages. Rather, the only approved sales tools and materials are those produced by Mytrusave.

### Trademarks and Copyrights

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

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

### Media and Media Inquiries

Independent Affiliates must not attempt to respond to media inquiries regarding Mytrusave, its products or services, or their independent Mytrusave business. All inquiries by any type of media must be immediately referred to Mytrusave's Customer Service Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

### Unsolicited Email

Mytrusave does not permit Independent Affiliates 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 an Independent Affiliate that promotes Mytrusave, the Mytrusave opportunity, or Mytrusave products and services must comply with the following:

- There must be a functioning return email address to the sender.
- 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).

- The email must include the Independent Affiliate's physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If an Independent Affiliate receives an opt-out request from a recipient of an email, the Independent Affiliate must forward the opt-out request to the Company.
- Mytrusave may periodically send commercial emails on behalf of Independent Affiliates. By entering into the Independent Affiliate Agreement, an Independent Affiliate agrees that the Company may send such emails and that the Independent Affiliate's physical and email addresses will be included in such emails as outlined above.
- Independent Affiliates shall honor opt-out requests generated as a result of such emails sent by the Company.

### Unsolicited Faxes

Except as provided in this section, Independent Affiliates may not use or transmit unsolicited faxes in connection with their Mytrusave business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting Mytrusave, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Independent Affiliate 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 an Independent Affiliate and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Independent Affiliate; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

### Telephone Directory Listings

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

### Independent Affiliate's Name Mytrusave Independent Affiliate

## Online Conduct

### Independent Affiliate Web Sites

Independent Affiliates are provided with a replicated website by Mytrusave, from which they can take orders, enroll new Independent Affiliates, and place customers on the autoship program, as well as manage their Mytrusave business. Independent Affiliates may use only replicated websites provided by Mytrusave to promote their Mytrusave business, and may not create their own websites to directly or indirectly promote Mytrusave's products, services, or the Mytrusave opportunity.

## Domain Names and Email Addresses

Except as set forth in the Independent Affiliate Website Application and Agreement, Independent Affiliates may not use or attempt to register any of Myrusave's trade names, trademarks, service marks, 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.

## Social Media

Social Media may be used by Independent Affiliates. However, Independent Affiliates who elect to use Social Media must adhere to the requirements set forth in this subsection as well as Myrusave's policies relating to Advertising (Section 4.2), and Unauthorized Claims (Section 4.7).

## Independent Affiliates Are Responsible for Postings

Independent Affiliates are personally responsible for their postings and all other online activity that relates to Myrusave. Therefore, even if an Independent Affiliate does not own or operate a blog or Social Media site, if an Independent Affiliate posts to any such site that relates to Myrusave or which can be traced to Myrusave, the Independent Affiliate is responsible for the posting. Independent Affiliates are also responsible for postings that occur on any blog or Social Media site that the Independent Affiliate owns, operates or controls.

## Identification as an Independent Myrusave Dist.

You must disclose your full name on all Social Media postings, and conspicuously identify yourself as an independent Affiliate for Myrusave. Anonymous postings or use of an alias is prohibited.

## Social Media as a Sales and Promotion Forum

Social Media sites are relationship-building sites. While building relationships is an important part of the sales process, Social Media sites may not be used as a direct medium for generating sales or explaining the Myrusave income opportunity. Online sales may only be generated from an Independent Affiliate's Myrusave replicated. Likewise, Independent Affiliates shall not use any Social Media site to explain the Myrusave compensation plan or any component of the compensation plan.

## Deceptive Postings

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Myrusave income opportunity, Myrusave's products and services, and/or your biographical information and credentials.

## Use of Third-Party Intellectual Property

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property, and paid the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

## Respecting Privacy

Always respect the privacy of others in your postings. Independent Affiliates must not engage in gossip or advance rumors about any individual, company, or competitive products or services. Independent Affiliates may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

## Professionalism

You must ensure that your postings are truthful and accurate. This requires that you fact-check all material you post online. You should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

## Prohibited Postings

Independent Affiliates may not make any postings, or link to any postings or other material that:

- Is sexually explicit, obscene, or pornographic;
- Is 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, including any violent video game images;
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity;
- Is in violation of any intellectual property rights of the Company or any third party.

## Responding to Negative Posts

Do not converse with one who places a negative post against you, other independent Affiliates, or Myrusave. Report negative posts to the Company at [saved@myrusave.com](mailto:saved@myrusave.com). Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Myrusave, and therefore damages the reputation and goodwill of Myrusave.

## Cancellation of Your Myrusave Business

If your Myrusave business is cancelled for any reason, you must discontinue using the Myrusave name, and all of Myrusave's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent Myrusave Independent Affiliate, you must conspicuously disclose that you are no longer an independent Myrusave Independent Affiliate.

## Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a Myrusave Independent Affiliate by submitting an Independent Affiliate Application and Agreement along with a properly completed Business Entity Application and Agreement and a properly completed IRS form W-9. The Business Entity, as well as all shareholders, members, 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 Myrusave, compliance with the Myrusave Policies and Procedures, the Myrusave Independent Affiliate Agreement, and other obligations to Myrusave.

To prevent the circumvention of Sections 4.21 (regarding transfers and assignments of a Myrusave business) and 4.5, (regarding Sponsorship Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or Myrusave, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify Myrusave in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.21. In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other Myrusave business for six consecutive calendar months in accordance with Section 4.5.2. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.21.

The modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Independent Affiliate Application and Agreement. Mytrusave may, at its discretion, require notarized documents before implementing any changes to a Mytrusave business. Please allow thirty (30) days after the receipt of the request by Mytrusave for processing.

### Changes to a Business Entity

Each Independent Affiliate must immediately notify Mytrusave of all changes to type of business entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

### Change of Sponsor

Mytrusave strongly discourages changes in sponsorship. Accordingly, the transfer of a Mytrusave business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Independent Affiliate Services Department, and must include the reason for the transfer. Transfers will only be considered in the following circumstances:

#### Misplacement

In cases in which the new Independent Affiliate is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an Independent Affiliate 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 three days from the date of enrollment. The Independent Affiliate requesting the change has the burden of proving that he or she was placed beneath the wrong sponsor. It is up to Mytrusave's discretion whether the requested change will be implemented.

#### Cancellation and Re-application

An Independent Affiliate may legitimately change organizations by voluntarily canceling his or her Mytrusave business and remaining inactive (*i.e.*, no purchases of Mytrusave products for resale, no sales of Mytrusave products, no sponsoring, no attendance at any Mytrusave functions, participation in any other form of Independent Affiliate activity, or operation of any other Mytrusave business, no income from the Mytrusave business) for six (6) full calendar months. Following the six-month period of inactivity, the former Independent Affiliate may reapply under a new sponsor; however, the former Independent Affiliate's downline will remain in their original line of sponsorship. Independent Affiliates who follow this procedure need not submit a request to change sponsors to the Company.

#### Waiver of Claims

In cases wherein the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by an Independent Affiliate, Mytrusave 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, **INDEPENDENT AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST MYTRUSAVE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM MYTRUSAVE'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

## Unauthorized Claims and Actions

### Indemnification

An Independent Affiliate is fully responsible for all of his or her verbal and written statements made regarding Mytrusave products, services, and the Compensation Plan that are not expressly contained in official Mytrusave 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. Independent Affiliates agree to indemnify Mytrusave and Mytrusave's 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 Mytrusave as a result of the Independent Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Independent Affiliate Agreement.

### Income Claims

Because Mytrusave Independent Affiliates do not have the data necessary to comply with the legal requirements for making income claims, an Independent Affiliate, when presenting or discussing the Mytrusave opportunity or Compensation Plan to a prospective Independent Affiliate, may not make income projections, income claims, or disclose his or her Mytrusave income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records).

### Commercial Outlets

Independent Affiliates may not sell Mytrusave products from a commercial outlet, nor may Independent Affiliates display or sell Mytrusave products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to eBay and craigslist, constitute Commercial Outlets, and may not be used to sell Mytrusave products.

### Trade Shows, Expositions and Other Sales Forums

Independent Affiliates may display and/or sell Mytrusave products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Independent Affiliates must contact the Independent Affiliate Services department in writing for conditional approval, as Mytrusave's policy is to authorize only one Mytrusave business per event. Final approval will be granted to the first Independent Affiliate who submits an official advertisement of the event, a copy of the contract signed by both the Independent Affiliate 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 Marketing department. Mytrusave 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 the Mytrusave 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 Mytrusave wishes to portray.

## Conflicts of Interest

### Nonsolicitation

Mytrusave Independent Affiliates are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, during the term of this Agreement, Independent Affiliates may not directly or indirectly recruit other Mytrusave Independent Affiliates or Customers for any other network marketing business.

Following the cancellation of an Independent Affiliate's independent Affiliate Agreement, and for a period of six calendar months thereafter, with the exception of an Independent Affiliate who is personally sponsored by the former Independent Affiliate, a former Independent Affiliate may not recruit any Myrusave Independent Affiliate or Customer for another network marketing business. Independent Affiliates 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, Independent Affiliates and Myrusave agree that this non-solicitation provision shall apply nationwide and to all international markets in which Independent Affiliates are located.

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 Myrusave Independent Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

### Independent Affiliate Participation in Other Network Marketing Programs

If an Independent Affiliate is engaged in other non-Myrusave direct selling programs, it is the responsibility of the Independent Affiliate to ensure that his or her Myrusave business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- Independent Affiliates must not sell, or attempt to sell, any competing non-Myrusave programs, products or services to Myrusave Customers or Independent Affiliates. Any program, product or services in the same generic categories as Myrusave products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.
- Independent Affiliates shall not display Myrusave promotional material, sales aids, products or services with, or in the same location, as any non-Myrusave promotional material or sales aids, products or services.
- Independent Affiliates shall not offer the Myrusave opportunity, products or services to prospective or existing Customers or Independent Affiliates in conjunction with any non-Myrusave program, opportunity, product or service.
- Independent Affiliates may not offer any non-Myrusave opportunity, products, services or opportunity at any Myrusave-related meeting, seminar, convention, webinar, teleconference or other function.

### Confidential Information

Confidential information includes, but is not limited to, the identities of Myrusave customers and Independent Affiliates, contact information of Myrusave customers and Independent Affiliates, Independent Affiliates' personal and group sales volumes, and Independent Affiliate rank and/or achievement levels. Confidential information is, or may be available, to Independent Affiliates in their respective back-offices. Independent Affiliate access to such Confidential Information is password-protected, and is confidential and constitutes proprietary information and business trade secrets belonging to Myrusave. Such Confidential Information is provided to Independent Affiliates in strictest confidence and is made available to Independent Affiliates for the sole purpose of assisting Independent Affiliates in working with their respective downline organizations in the development of their Myrusave business. Independent Affiliates should use the Confidential Information to assist, motivate, and train their downline Independent Affiliates. The Independent Affiliate and Myrusave agree that, but for this agreement of confidentiality and nondisclosure, Myrusave would not provide Confidential Information to the Independent Affiliate.

To protect the Confidential Information, Independent Affiliates 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 Myrusave or for any purpose other than promoting his or her Myrusave business;
- Recruit or solicit any Independent Affiliate or Customer of Myrusave listed on any report or in the Independent Affiliate's back-office, or in any manner attempt to influence or induce any Independent Affiliate or Preferred Customer of Myrusave, to alter their business relationship with Myrusave; or
- Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

### Targeting Other Direct Sellers

Myrusave does not condone Independent Affiliates specifically or consciously targeting the sales force of another direct sales company to sell Myrusave products or to become Independent Affiliates for Myrusave, nor does Myrusave condone Independent Affiliates' solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Independent Affiliates 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 an Independent Affiliate alleging that he or she engaged in inappropriate recruiting

activity of its sales force or customers, Myrusave will not pay any of Independent Affiliate's defense costs or legal fees, nor will Myrusave indemnify the Independent Affiliate for any judgment, award or settlement.

### Errors or Questions

If an Independent Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists or charges, the Independent Affiliate must notify Myrusave in writing within 60 days of the date of the purported error or incident in question. Myrusave will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

### Governmental Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Independent Affiliates shall not represent or imply that Myrusave or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

### Income Taxes

Each Independent Affiliate is responsible for paying local, state, and federal taxes on any income generated as an Independent Affiliate. If an Independent Affiliate's Myrusave business is tax exempt, the Federal tax identification number must be provided to Myrusave. Every year, Myrusave will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over \$600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000.

### Independent Contractor Status

Independent Affiliates are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between Myrusave and its Independent Affiliates does not create

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

### International Marketing

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

### Excess Inventory and Bonus Buying

Independent Affiliates must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other Independent Affiliate to buy more products than they can reasonably use or sell to retail customers in a month. In addition, 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 through a straw man or other artifice.

### Adherence to Laws and Ordinances

Independent Affiliates 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. In most cases these ordinances are not applicable to Independent Affiliates because of the nature of their business. However, Independent Affiliates must obey those laws that do apply to them. If a city or county official tells an Independent Affiliate that an ordinance applies to him or her, the Independent Affiliate shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Mytrusave.

### One Mytrusave Business Per Independent Affiliate and Per Household

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

In order to maintain the integrity of the Mytrusave Compensation Plan husbands and wives or common-law couples (collectively "spouses") who wish to become Mytrusave Independent Affiliates

must be jointly sponsored as one Mytrusave business. Spouses, regardless of whether one or both are signatories to the Independent Affiliate Application and Agreement, may not own or operate any other Mytrusave 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 Mytrusave business in any form.

An exception to the one business per Independent Affiliate/household rule will be considered on a case-by-case basis if two Independent Affiliates marry, or in cases of an Independent Affiliate receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Human Resources (HR) Department.

### Actions of Household Members or Affiliated Parties

If any member of an Independent Affiliate's immediate household engages in any activity, which, if performed by the Independent Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Independent Affiliate and Mytrusave may take disciplinary action pursuant to the Statement of Policies against the Independent Affiliate. 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 Mytrusave may take disciplinary action against the Business Entity. Likewise, if an Independent Affiliate enrolls in Mytrusave 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.

### Sale, Transfer or Assignment of Mytrusave Business

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

- The selling Independent Affiliate must offer Mytrusave the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Mytrusave shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal. Mytrusave shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified Mytrusave Independent Affiliate. If the buyer is an active Mytrusave Independent Affiliate, he or she must first terminate his or her Mytrusave business and wait six (6) calendar months before acquiring any interest in a different Mytrusave business; Before the sale, transfer or assignment can be finalized and approved by Mytrusave, any debt obligations the selling party has with Mytrusave must be satisfied.
- 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 a Mytrusave business.

Prior to selling an independent Mytrusave business or Business Entity interest, the selling Independent Affiliate must notify Mytrusave's Compliance Department in writing and advise of his or her intent to sell his/her Mytrusave business or Business Entity interest. The selling Independent Affiliate 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 a Mytrusave business.

## Separation of a Myrusave Business

Myrusave Independent Affiliates sometimes operate their Myrusave businesses as husband-wife partnerships, regular partnerships, LLCs, 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:

- One of the parties may, with consent of the other(s), operate the Myrusave business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Myrusave to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the Myrusave business jointly on a "business-as-usual" basis, whereupon all compensation paid by Myrusave 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 Myrusave split commission and bonus checks between divorcing spouses or members of dissolving entities. Myrusave will recognize only one Downline Organization and will issue only one commission check per Myrusave business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Independent Affiliate Agreement shall be involuntarily canceled.

If a former spouse has completely relinquished all rights in the original Myrusave business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member or other entity affiliate who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as an Independent Affiliate. In either case, the former spouse or business affiliate shall have no rights to any Independent Affiliates in their former organization or to any former retail customer. They must develop the new business in the same manner, as would any other new Independent Affiliate.

## Sponsoring Online

When sponsoring a new Independent Affiliate through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, Myrusave's Policies and Procedures, and the Myrusave Compensation Plan. The sponsor may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

## Succession

Upon the death or incapacitation of an Independent Affiliate, 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, an Independent Affiliate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Myrusave business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the

deceased Independent Affiliate's marketing organization, provided the following qualifications are met. The successor(s) must:

- Execute an Independent Affiliate Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Independent Affiliate's status;
- The devisee must provide Myrusave with an "address of record" to which all bonus and commission checks will be sent;
- If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. Myrusave will issue all bonus and commission checks and one 1099 to the business entity.

## Transfer Upon Death of an Independent Affiliate

To effect a testamentary transfer of a Myrusave business, the executor of the estate must provide the following to Myrusave: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to Myrusave specifying to whom the business and income should be transferred.

## Transfer Upon Incapacitation of an Independent Affiliate

To effectuate a transfer of a Myrusave business because of incapacity, the successor must provide the following to Myrusave: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Myrusave business; and (3) a completed Independent Affiliate Agreement executed by the trustee.

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

- If the Independent Affiliate has an established business relationship with the prospect. An "established business relationship" is a relationship between an Independent Affiliate and a prospect based on the prospect's purchase, rental or lease of goods or services from the Independent Affiliate, or a financial transaction between the prospect and the Independent Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect's personal inquiry or application regarding a product or service offered by the Independent Affiliate, within the three (3) months immediately preceding the date of such a call.
- If the Independent Affiliate receives written and signed permission from the prospect authorizing the Independent Affiliate to

call. The authorization must specify the telephone number(s) that the Independent Affiliate is authorized to call.

- You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.
- Independent Affiliates shall not use automatic telephone dialing systems or software relative to the operation of their Mytrusave businesses.
- Independent Affiliates shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding the Mytrusave products, services or opportunity.

### Back-Office Access

Mytrusave makes online back offices available to its Independent Affiliates. Back offices provide Independent Affiliates access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Independent Affiliate's Mytrusave business and to increase sales of Mytrusave products. However, access to a back office is a privilege, and not a right. Mytrusave reserves the right to deny Independent Affiliates' access to the back office at its sole discretion.

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## SECTION 5 - RESPONSIBILITIES OF INDEPENDENT AFFILIATES

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

Independent Affiliates whose contact information changes must amend their contact information through their Independent Affiliate Back Office.

## Continuing Development Obligations

### Ongoing Training

Any Independent Affiliate who sponsors another Independent Affiliate into Mytrusave must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Mytrusave business. Independent Affiliates must have ongoing contact and communication with the Independent Affiliates 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, electronic mail, and the accompaniment of downline Independent Affiliates to Mytrusave meetings, training sessions, and other functions. Upline Independent Affiliates are also responsible to motivate and train new Independent Affiliates in Mytrusave product knowledge, effective sales techniques, the Mytrusave Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline Independent Affiliates must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of Independent Affiliate-produced sales aids and advertising/promotional materials).

Independent Affiliates should monitor the Independent Affiliates in their Downline Organizations to guard against downline Independent Affiliates making improper product or business claims, or engaging in any illegal or inappropriate conduct.

### Increased Training Responsibilities

As Independent Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Mytrusave program. They will be called upon to share this knowledge with lesser-experienced Independent Affiliates within their organization.

### Ongoing Sales Responsibilities

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

### Non-Disparagement

Mytrusave wants to provide its independent Affiliates with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Independent Affiliate Services Department. Remember, to best serve you, we must hear from you! While Mytrusave welcomes constructive input, negative comments and remarks made in the field by Independent Affiliates about the Company, its products or compensation plan serve no purpose other than to sour the enthusiasm of other Mytrusave Independent Affiliates. For this reason, and to set the proper example for their downline, Independent Affiliates must not disparage, demean or make negative remarks about Mytrusave, other Mytrusave Independent Affiliates, Mytrusave's products, the Marketing and Compensation plan, or Mytrusave's directors, officers or employees.

### Providing Documentation to Applicants

Independent Affiliates must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Independent Affiliates before the applicant signs an Independent Affiliate Agreement, or ensure that they have online access to these materials.

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## SECTION 6 - SALES REQUIREMENTS

### Product Sales

The Mytrusave Compensation Plan is based on the sale of Mytrusave products and services to end consumers. Therefore, Independent Affiliates must develop or service at least one new Retail Customer every month. If an Independent Affiliate fails to make at least one retail sale to a new Customer in a month, the Independent Affiliate will not be eligible to earn commissions that month.

### No Territory Restrictions

There are no exclusive territories granted to anyone.

### Sales Receipts

All Independent Affiliates must provide their retail customers with two copies of an official Mytrusave sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Independent Affiliates must maintain all retail sales receipts for a period of two years and furnish them to Mytrusave at the Company's request. Records documenting the purchases of Independent Affiliates' Direct Customers will be maintained by Mytrusave. However, if an order is placed online, a retail receipt will be emailed to the customer upon receipt of the order. Remember that customers must receive two copies of the sales receipt. In addition, Independent Affiliates must orally inform the buyer of his or her cancellation rights.

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## SECTION 7 - BONUSES AND COMMISSIONS

### Bonus and Commission Qualifications and Accrual

An Independent Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Independent Affiliate complies with the terms of the Agreement, Mytrusave shall pay commissions to such Independent Affiliate in accordance with the Marketing and Compensation plan. The minimum amount for which Mytrusave will issue a commission is \$2.00. If an Independent Affiliate's bonuses and commissions do not equal or exceed \$2.00, the Company will accrue the commissions and bonuses until they total \$2.00. Payment will be issued once \$2.00 has been accrued.

Notwithstanding the foregoing, all commissions owed an Independent Affiliate, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of an Independent Affiliate's business.

## Adjustment to Bonuses and Commissions

### Adjustments for Returned Products and Services

Independent Affiliates receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to Mytrusave for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the upline Independent Affiliates who received bonuses and commissions on the sales of the refunded products;

### Reports

All information provided by Mytrusave in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline 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; re-returned products; credit card and electronic check charge-backs; the information is not guaranteed by Mytrusave 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, MYTRUSAVE AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY INDEPENDENT AFFILIATE 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 MYTRUSAVE 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, MYTRUSAVE 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 MAT-

TER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of Mytrusave' online and telephone 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 Mytrusave's online and telephone reporting services and your reliance upon the information.

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## SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

### Carbonite Trial Period

Carbonite offers a 15-day free trial period. Try the service for 15 days, and if you are not happy with it, cancel your order and your credit card will not be charged. There is no free trial period on the identity protection program.

### Rescinding an Order

Business Kit purchasers and customers have three business days (72 hours, excluding Sundays and legal holidays) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the sales receipt (5 days for Alaska residents). At the time of the sale or enrollment, Independent Affiliates must orally inform new Independent Affiliate applicants and customers of their 72-hour right to rescind a purchase (5 days for Alaska residents). All retail customers must be provided with two copies of an official Mytrusave sales receipt at the time of the sale. The receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

### Montana Residents

A Montana resident may cancel his or her Independent Affiliate Agreement within 15 days from the date of enrollment, and receive a full refund if the cancellation is received within such time.

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## SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

### 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 an Independent Affiliate 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 Independent Affiliate's Mytrusave business), may result, at Mytrusave's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Independent Affiliate 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;
- Mytrusave may withhold from an Independent Affiliate all or part of the Independent Affiliate's bonuses and commissions during the period that Mytrusave is investigating any conduct allegedly violative of the Agreement. If an Independent Affiliate's business is canceled for disciplinary reasons, the Independent Affiliate will not be entitled to recover any commissions withheld during the investigation period;

- Suspension of the individual's Independent Affiliate Agreement for one or more pay periods;
- Involuntary termination of the offender's Independent Affiliate Agreement;
- Suspension and/or termination of the offending Independent Affiliate's Mytrusave website or website access;
- Any other measure expressly allowed within any provision of the Agreement or which Mytrusave deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Independent Affiliate's policy violation or contractual breach;
- In situations deemed appropriate by Mytrusave, the Company may institute legal proceedings for monetary and/or equitable relief.

### Grievances and Complaints

When an Independent Affiliate has a grievance or complaint with another Independent Affiliate regarding any practice or conduct in relationship to their respective Mytrusave businesses, the complaining Independent Affiliate 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 Independent Affiliate Services Department at the Company. The Independent Affiliate Services Department will review the facts and resolve it.

### Mediation

Prior to instituting 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 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 ten (10) days in advance of the mediation. Each party shall pay its own attorneys fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the City of Dallas, Texas, and shall last no more than two (2) business days.

### 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 administered by the American Arbitration Association ("AAA") or JAMS under their respective rules and procedures.** Notwithstanding the rules of the AAA or JAMS, all parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure, and the Federal Rules of Evidence shall apply. Independent Affiliates waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Dallas, Texas. 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 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:

- The substance of, or basis for, the controversy, dispute or claim;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award;

- The rulings of the arbitrator on the procedural and 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 nonsolicitation provision of the Agreement.

### Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Dallas County, State of Texas or the U.S. District Court for the Northern District of Texas, and the parties consent to such exclusive jurisdiction and venue. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Texas shall govern all other matters relating to or arising from the Agreement.

### 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 Mytrusave in their home forum and pursuant to Louisiana law.

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## SECTION 10 - PAYMENT AND SHIPPING

### Restrictions on Third Party Use of Credit Cards and Checking Account Access

Independent Affiliates shall not permit other Independent Affiliates 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.

### Sales Taxes

Mytrusave is required to charge sales taxes on all purchases made by Independent Affiliates and Customers, and remit the taxes charged to the respective states. Accordingly, Mytrusave will collect and remit sales taxes on behalf of Independent Affiliates, 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 an Independent Affiliate has submitted, and Mytrusave 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 Independent Affiliate. Exemption from the payment of sales tax is applicable only to orders that 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 Mytrusave is not retroactive.

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## SECTION 11 - INACTIVITY, RECLASSIFICATION, AND CANCELLATION

### Effect of Cancellation

So long as an Independent Affiliate remains active and complies with the terms of the Independent Affiliate Agreement and these Policies and Procedures, Mytrusave shall pay commissions to such Independent Affiliate in accordance with the Compensation Plan. An Independent Affiliate's bonuses and commissions constitute the entire consideration for the Independent Affiliate's efforts in generating sales and all activities related to generating sales (including

building a downline organization). Following an Independent Affiliate's non-renewal of his or her Independent Affiliate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Independent Affiliate Agreement (all of these methods are collectively referred to as "cancellation"), the former Independent Affiliate 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. **An Independent Affiliate whose business is cancelled will lose all rights as an Independent Affiliate. This includes the right to sell Mytrusave products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Independent Affiliate's former downline sales organization. In the event of cancellation, Independent Affiliates 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 an Independent Affiliate's cancellation of his or her Independent Affiliate Agreement, the former Independent Affiliate shall not hold himself or herself out as a Mytrusave Independent Affiliate and shall not have the right to sell Mytrusave products or services. An Independent Affiliate 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 cancellation).

## Cancellation Due to Inactivity

### Failure to Pay Website Fees

If an Independent Affiliate fails to pay his/her replicated website fees, he/she will be inactive and not eligible to earn commissions that month. If replicated website fees are not paid for three consecutive months, the Independent Affiliate will be cancelled for inactivity.

### Failure to Earn Commissions

If an Independent Affiliate has not earned a commission for six consecutive months (and thus become "inactive"), his or her Independent Affiliate Agreement shall be canceled for inactivity.

### Reclassification Following Cancellation Due to Inactivity

If an Independent Affiliate is cancelled for inactivity but is purchasing products or services from the Company on an automatic recurring subscription basis, the subscription agreement shall remain in force. There will be no disruption of service, and the former Independent Affiliate's credit card will continue to be charged. Upon cancellation, the former Independent Affiliate will be classified as a Retail Customer.

### Involuntary Cancellation

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

Mytrusave reserves the right to terminate all Independent Affiliate 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.

### Voluntary Cancellation

A participant in this network-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. The written notice must include the Independent Affiliate's signature, printed name, address, and Independent Affiliate I.D. Number.

In addition to written cancellation, Independent Affiliates who have consented to Electronic Contracting will cancel their Independent Affiliate Agreement by should they withdraw their consent to contract electronically.

If an Independent Affiliate is also on the monthly Autoship program, the Independent Affiliate's Autoship order shall continue unless the Independent Affiliate also specifically requests that his or her Autoship Agreement also be canceled.

### Non-renewal

An Independent Affiliate may also voluntarily cancel his or her Independent Affiliate Agreement by failing to renew the Agreement on its anniversary date or by failing to pay his/her monthly website fee. The Company may also elect not to renew an Independent Affiliate's Agreement upon its anniversary date.

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## SECTION 12 - DEFINITIONS

**Active Customer** - A Customer who purchases products through Mytrusave and whose account has is current.

**An Independent Affiliate** - is one who has received a commission during the preceding six months.

**Active Rank** - The term "active rank" refers to the current rank of an Independent Affiliate, as determined by the Mytrusave Compensation Plan, for any pay period. To be considered "active" relative to a particular rank, an Independent Affiliate must meet the criteria set forth in the Mytrusave Compensation Plan for his or her respective rank. *(See the definition of "Rank" below.)*

**Affiliated Party** - A shareholder, member, 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 Independent Affiliate includes the Independent Affiliate Application and Agreement, the Mytrusave Policies and Procedures, the Mytrusave Compensation Plan, and the Business Entity Form (where appropriate), all in their current form and as amended by Mytrusave in its sole discretion. These documents are collectively referred to as the "Agreement."

**Business Kit** - A selection of online Mytrusave training materials and business support literature and a replicated website that each new Independent Marketing Independent Affiliate is required purchase.

**Cancel** - The termination of an Independent Affiliate's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

**Downline Leg** - Each one of the individuals enrolled immediately underneath you and their respective marketing organizations represents one "leg" in your marketing 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/Tier** - The layers of downline Customers and Independent Affiliates in a particular Independent Affiliate's Marketing Organization. This term refers to the relationship of an Independent Affiliate relative to a particular upline Independent Affiliate, determined by the number of Independent Affiliates 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** - The Customers and Independent Affiliates sponsored up to seven (7) levels below a particular Independent Affiliate, depending on the Independent Affiliate's rank qualification.

**Official Mytrusave Material** - Literature, audio or videotapes, websites, and other materials developed, printed, published and/or distributed by Mytrusave to Independent Affiliates.

**Personal Production** - Moving Mytrusave products or services to an end consumer for actual use.

**Personal Volume** - The commissionable value of services and products purchased by: (1) an Independent Affiliate; and (2) the Independent Affiliate's personal Retail Customers who are on the Autoship program or who purchase from the Independent Affiliate's Mytrusave replicated website.

**Rank/Qualification** - The "title" that an Independent Affiliate holds pursuant to the Mytrusave Compensation Plan. "Title Rank" refers to the highest rank an Independent Affiliate has achieved in the Mytrusave compensation plan at any time. "Paid As" rank refers to the rank at which an Independent Affiliate is qualified to earn commissions and bonuses during the current pay period.

**Recruit** - For purposes of Mytrusave'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 Mytrusave Independent Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

**Resalable** - Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to Mytrusave within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonrefundable discontinued or as a seasonal item, shall not be resaleable.

**Retail Customer** - An individual who purchases Mytrusave products from an Independent Affiliate but who is not a participant in the Mytrusave compensation plan.

**Retail Customer** - An individual or entity that purchases Mytrusave products or services from an Independent Affiliate, but who is not an Independent Affiliate.

**Retail Sales** - Sales to a Retail Customer.

**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, FaceBook, MySpace, Twitter, LinkedIn, Delicious, and YouTube.

**Sponsor** - An Independent Affiliate who enrolls a Customer or another Independent Affiliate into the Company, and is listed as the Sponsor on the Independent Affiliate Application and Agreement. The act of enrolling others and training them to become Independent Affiliates is called "sponsoring."

**Upline** - This term refers to the Independent Affiliate or Independent Affiliates above a particular Independent Affiliate in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Independent Affiliate to the Company.