

# POLICYS AND PROCEDURES

## SECTION ONE: INDEPENDENT REPRESENTATIVES

### 1.01 BECOMING AN INDEPENDENT REPRESENTATIVES

An applicant becomes an Independent Representatives ("Independent Sales Representative") of The Wealth Builder Inc. when the applicant's completes an Application and Agreement has been received and accepted by the Company, by Internet. The Company reserves the right to decline any Agreement for any reason, at its sole discretion.

Independent Representatives uses his/her best effort to promote and sell products and services of Company to consumers pursuant to the Agreement contained within these Policies and Procedures and Terms and Conditions. In doing so, Independent Representatives will maintain the high standards of honesty, and integrity and business ethics when dealing with Consumers, Company or other Company Independent Representatives.

### 1.02 MEMBERSHIP FEES, CHARGES AND/OR PURCHASES

An initial fee, charge and/or purchase is required to become an Independent Representatives. As an Independent Representatives, you agree to pay and authorize automatic, recurring, billing of the membership fee by any available payment methods, until cancelled. Any automatic, recurring, billing of the membership fee is not refundable and will not be prorated. You authorize Company to initiate debit entries from the account provided and for the membership fee, as well as any other purchases made on the Site.

### 1.03 INDEPENDENT REPRESENTATIVES OBLIGATIONS & RIGHTS

Independent Representatives are authorized to sell Company products and services and to participate in the Independent Representatives Compensation Plan. Independent Representatives may sponsor new Independent Representatives.

### 1.04 LEGAL AGE

Independent Representatives must be of legal age in the state / province / country of their residence.

### 1.05 DIVORCE

When a couple sharing Independent Representatives entity divorces or separates, Company will continue to pay commission checks in the same manner as before the divorce or separation until it receives written notice signed by both parties or a court decree which specifies how future commission checks should be paid, provided and if applicable, the couple has complied with the requirements of Section 5.03.

## 1.06 FICTITIOUS OR ASSUMED NAMES

A person or entity may not apply as Independent Representatives using a fictitious or assumed name.

## 1.07 INDEPENDENT REPRESENTATIVES STATUS

Independent Representatives are Independent Contractors responsible for determining their own activities without direction or control by Company. They are not franchisees, joint venture, partners, employees or agents of the Company and are prohibited from stating or implying, whether orally or in writing, otherwise. Independent Representatives have no authority to bind the Company to any obligation. Company is not responsible for payment or co-payment of any employee benefits. Independent Representatives are responsible for liability, health disability and worker's compensation insurance. Independent Representatives set their own hours and determine how to conduct business, subject to Company Agreement, the Policies and Procedures and Terms and Conditions.

## 1.09 TAXATION

As Independent Contractors, Independent Representatives will not be treated as franchisees, owners, employees or agents of Company for federal or state tax purposes including, with respect to the Internal Revenue Code, Social Security Act, federal unemployment act, state unemployment acts or any other federal, state, or local statute, ordinance, rule or regulation. At the end of each calendar year, Company will issue to each Independent Representatives an IRS Form 1099, as required by law, or other applicable documentation for non-employee compensation as an Independent Representatives.

## 1.10 INDEPENDENT SALES REPRESENTATIVE IDENTIFICATION NUMBER

Independent Representatives are required by federal law to obtain a Social Security number or Federal ID number. Independent Representatives will be identified by this number, or a company assigned number, for purposes of Company's business. The Independent Representatives Identification Number must be placed on all orders and correspondence with the Company.

## 1.11 LEGAL COMPLIANCE

Independent Representatives must comply with all federal, state and local statutes, regulations and ordinances concerning the operation of their business. Independent Representatives are responsible for their own managerial decisions and expenditures including all estimated income and self-employment taxes.

## 1.12 NO EXCLUSIVE TERRITORIES

No franchise is granted and there are no exclusive territories for sales or sponsoring purposes. No geographical limitations exist on sponsoring or selling within the United States; provided,

however, that Company reserves the right not to sell product or services or contract with Independent Representatives in specified states / provinces within United States.

## SECTION TWO: TERM & RENEWAL

### 2.01 TERM

Subject to the terms of Section 4.01, the Agreement shall have a term which shall begin on the date of acceptance by Company and end one year from the date thereof (the "Anniversary Date").

## SECTION THREE: SPONSORSHIP

### 3.01 SPONSORING

Independent Representatives may sponsor other Independent Representatives into the Company's business. Independent Representatives must ensure that each potential new Independent Representative has reviewed and has had access to the current Policies and Procedures, Terms and Conditions and Compensation Plan prior to or when giving the individual an Agreement.

### 3.02 TRAINING REQUIREMENT

A Sponsor must maintain an ongoing professional leadership association with Independent Representatives in his or her organization and must fulfill the obligation of performing a bona fide supervisory or sales function in the sale or delivery of products and services.

### 3.03 INCOME CLAIMS

Independent Representatives must truthfully and fairly describe the Compensation Plan. No past, potential or actual income claims may be made to prospective Independent Representatives, nor may Independent Representatives use their own incomes as indications of the success assured to others. Commission checks may not be used as marketing materials. Independent Representatives may not guarantee commissions or estimate expenses to prospects.

### 3.04 TRANSFER OF SPONSORSHIP

The company does not permit the transfer of sponsors. Network Marketing is a business of creating relationships. Once an Independent Representative is sponsored, the company believes in maximum protection of that relationship. The only exception is upon prior written approval of Company to correct ethical violations as determined at the sole discretion of the Company.

### 3.05 CROSS SPONSORING

Independent Representatives may not sponsor, or attempt to sponsor, any non-personally sponsored Independent Representatives in any other Network Marketing Company or Trading education Company. In addition, no Independent Representatives may participate in any action

that causes another Independent Representatives to be sponsored through someone else into another network marketing company.

### 3.06 CROSS RECRUITING WITHIN THE WEALTH BUILDERS .

An Independent Representatives may not recruit, or attempt to sponsor, any non-personally sponsored Independent Representatives/Customer, that are active or inactive, in THE WEALTH BUILDERS, for less than six (3) months. Cross Recruiting another Independent Representatives/Customer, will have a mandatory suspension of thirty (60) days, and commissions and/or bonuses will be forfeited. The suspension will precede an investigation, which may result in termination of the Independent Representatives. The Wealth builder has a Zero Tolerance Policy, both for Cross Recruiting and Cross Sponsoring.

## SECTION FOUR: RESIGNATION/TERMINATION

### 4.01 VOLUNTARY RESIGNATION

a) Independent Representatives may voluntarily terminate his or her Independent Representatives status by failing to renew or by sending thirty (30) days written notice of such resignation or termination to Company. Voluntary resignation is effective upon receipt of such notice by Company.

b) Independent Representatives who resigns or terminates their Independent Representatives status may reapply as Independent Representatives, three (3) months after resignation.

### 4.02 SUSPENSION

Independent Sales Representative may be suspended for violating the terms of his or her Agreement, which includes these Policies and Procedures, the Terms and Conditions and the Compensation Plan and other documents produced by Company. When a decision is made to suspend Independent Sales Representative, Company will inform the Independent Sales Representative in writing or email that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the Independent Sales Representatives "address on file" pursuant to the notice provisions contained in the Policies and Procedures and Terms and Conditions. Such suspension may or may not lead to termination of the Independent Sales Representative as so determined by Company at its sole discretion. If the Independent Sales Representative wishes to appeal, Company must receive such appeal in writing within fifteen (15) days from the date of the suspension notice. Company will review and consider the suspension and notify the Independent Sales Representative in writing of its decision within thirty (30) days from the date of the suspension notice. The decision of Company will be final and subject to no further review. Wealth Builders may take certain action during the suspension period, including, but not limited to, the following:

a) Prohibiting the Independent Sales Representative from holding himself or herself as Independent Sales Representative or using any of the Company's proprietary marks and/or materials;

- b) Withholding commissions and bonuses that are due the Independent Sales Representative during the suspension period;
- c) Prohibiting the Independent Sales Representative from purchasing services and products from Company; and/or;
- d) Prohibiting the Independent Sales Representative from sponsoring new Independent Sales Representatives, contacting current Independent Sales Representatives or attending meetings of Independent Sales Representatives.

If Company, at its sole discretion, determines that the violation which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended Independent Sales Representative has occurred, the suspended Independent Sales Representative may be terminated.

#### 4.03 TERMINATION

Independent Sales Representative may be immediately terminated for violating the terms of his or her Agreement, which includes these Policies and Procedures, Terms and Conditions and the Compensation Plan and other documents produced by Company upon written notice. Company may terminate a violating Independent Sales Representative without placing the Independent Sales Representative on suspension, at Company's sole discretion. When the decision is made to terminate Independent Sales Representative, Company will inform the Independent Sales Representative in writing at the address in the Independent Sales Representative's file that the termination has occurred.

#### 4.04 APPEAL

If Independent Sales Representative wishes to appeal the termination, Company must receive the appeal in writing within fifteen (15) days from the date of notice of termination. If no appeal is received within the fifteen (15) day period, the termination will automatically be deemed final. If Independent Sales Representative files a timely notice of appeal, Company will review the appeal and notify the Independent Sales Representative of its decision within ten (10) days after receipt of the appeal. The decision of Company will be final and subject to no further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice.

#### 4.05 EFFECT OF TERMINATION

Immediately upon termination, the terminated Independent Sales Representative:

- a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationary or advertising referring to or relating to any product, plan or program of Company.
- b) Must cease representing themselves as Independent Sales Representative of the Company;

c) Loses all rights to his or her Independent Sales Representative position in the Compensation Plan and to all future commissions and earnings resulting therefrom;

d) Must take all action reasonably required by Company relating to protection of the Company's confidential information. Company has the right to offset any amounts owed by Independent Sales Representative to the Company including, without limitation, any indemnity obligation incurred pursuant to Section 11.01 herein, from commissions or other compensation due to the Independent Sales Representative.

#### 4.06 REAPPLICATION

The acceptance of any reapplication of a terminated Independent Sales Representative or the application of any family member of a terminated Independent Sales Representative shall be at the sole discretion of Company and can be denied.

#### 4.07 STATE LAWS

Where state laws on termination are inconsistent with this policy, the applicable state law shall apply.

### SECTION FIVE: TRANSFERABILITY

#### 5.01 ACQUISITION OF BUSINESS

Any Independent Sales Representative desiring to acquire an interest in another Independent Sales Representative's business must first terminate his or her Independent Sales Representative status and wait two (2) months before becoming eligible for such a purchase, unless changed by the discretion of the company. All such transactions must be fully disclosed and must be approved by Company in advance.

#### 5.02 TRANSFERS OF INDEPENDENT SALES REPRESENTATIVES

Except as expressly set forth herein, Independent Sales Representative may not sell, assign or otherwise transfer his or her Independent Sales Representative entity (or rights thereof) to another Independent Sales Representative or to an individual which has an interest in Independent Sales Representative entity. Notwithstanding the foregoing, Independent Sales Representative may transfer his or her Independent Sales Representative entity to his or her sponsor, subject to the conditions of Section 5.03 and 5.07. In such an event, the sponsor's entity and the transferring Independent Sales Representatives entity shall be merged into one entity.

#### 5.03 CONDITIONS TO TRANSFERABILITY

Independent Sales Representatives may not sell, assign, merge or transfer his or her Independent Sales Representative entity (or rights thereto) without the prior written approval of Company and compliance with the following conditions:

- a) Company possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Independent Sales Representative entity. Independent Sales Representative wishing to sell, assign, transfer or merge his or her Independent Sales Representative entity must first provide Company with the right and option to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding or intended offer. Company will advise the Independent Sales Representative within seven (7) business days after receipt of such notice of its decision to accept or reject the offer. If Company fails to respond within the seven (7) day period or declines such offer, the Independent Sales Representative may make the same offer or accept any outstanding offer which is on the same terms and conditions as the offer to Company to any person or entity who is not Independent Sales Representative, married to, or a dependent of Independent Sales Representative or who has any interest in Independent Sales Representative;
- b) The selling Independent Sales Representative must provide Company with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the purchase price and terms of purchase and payment;
- c) An office administration transfer fee of \$100.00 must accompany the transfer documents;
- d) The documents must contain a covenant made by the selling Independent Sales Representative for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert or sponsor any existing Independent Sales Representative for a period of one (1) year from the date of the sale or transfer;
- e) Upon a sale, transfer or assignment being approved in writing by Company, the buying Independent Sales Representative must assume the position and terms of agreement of the selling Independent Sales Representative and must execute a current Agreement and all such other documents as required by Company; and
- f) Company reserves the right, at its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. Company reserves the right to disapprove any sale or transfer, where allowed by law.

#### 5.04 CIRCUMVENTION OF POLICIES

If it is determined, at the Company's sole discretion, that Independent Sales Representative entity was transferred in an effort to circumvent compliance with the Agreement, the Policies and Procedures, Terms and Conditions or the Compensation Plan, the transfer will be declared null and void. The Independent Sales Representative entity will revert back to the transferring Independent Sales Representative, who will be treated as if the transfer had never occurred from the reversion day forward. If necessary and at Company's sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring Independent Sales Representative to ensure compliance with the Policies and Procedures and Terms and Conditions.

#### 5.05 SUCCESSION

Notwithstanding any other provision of this Section, upon the death of Independent Representatives, the Independent Representatives-ship will pass to his or her successors in interest as provided by law. However, Company will not recognize such a transfer until the successor in interest has executed a current Agreement and submitted certified copies of the death certificate, will, trust or other instrument required by Company. The successor will thereafter be entitled to all the rights and be subject to all the obligations of a Company Independent Representatives.

#### 5.06 RE-ENTRY

Any Independent Representatives who transfers his or her Independent Representatives Center must wait for three (3) months after the effective date of such transfer before becoming eligible to reapply to become an Independent Representatives.

#### 5.07 TRANSFERABILITY OF SPONSORSHIP WHEN AN AFFILIATE IS CANCELLED OR INACTIVE AND HAS PERSONAL AFFILIATES LEFT WITHOUT A SPONSOR.

When an Independent Business Owner (IBO) cancels his/her subscription with THE WEALTH BUILDERS, and/or becomes inactive as per THE WEALTH BUILDERS Policies and Procedures, the IBO has three (3) months to renew his/her subscription with THE WEALTH BUILDERS and maintain his/her position within the Matrix. The IBO may be experiencing financial, personal, and/or any other difficulties, which cause the cancellation, for a period of time, of his/her subscription with THE WEALTH BUILDERS. The three (3) months period will provide the sponsor, of the cancelled and/or inactive IBO, time to work with him/her directly to renew its subscription with THE WEALTH BUILDERS and reactivate. If after the three (3) month period, the cancelled and/or inactive IBO does not renew his/her subscription, their position in the Matrix is forfeited, and any personal IBO will be rolled up to the next active up line IBO, who will become the new sponsor, and would therefore qualify for 100% Rank Achievement Bonus and any other bonus, as outlined in the Compensation Plan.

### SECTION SIX: PROPRIETARY INFORMATION

#### 6.01 CONFIDENTIALITY AGREEMENT

During the term of the Agreement, The Wealth Builder may supply the Independent Representatives confidential information, including, but not limited to genealogical and Downline reports, customer lists, customer information developed by Company or developed for and on behalf of Company by Independent Representatives (including, but not limited to, credit data, customer and Independent Representatives profiles and product purchase information), Independent Representatives lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which Company may designate as confidential. All such information (whether in written or electronic format) is proprietary and confidential to Company and is transmitted to Independent Representatives in strictest confidence on a "need to know" basis for use solely in Independent Representatives business with the Company. Independent Representatives must use their best efforts to keep such information confidential and must not disclose any such information to any third party, or



use this information for any non-company activity directly or indirectly while an Independent Representatives and thereafter.

Independent Representatives must not use the information to compete with The Company or for any purpose other than promoting The Company's program and its products and services. Upon expiration, non-renewal or termination of the Agreement, Independent Representatives must discontinue the use of such confidential information and promptly return any confidential information in their possession to Company.

## 6.02 COPYRIGHT RESTRICTIONS

With respect to product purchases from The Company, Independent Representatives must abide by all manufacturers' use restrictions and copyright protections.

## SECTION SEVEN: TRADEMARKS, LITERATURE & ADVERTISING

### 7.01 TRADEMARKS

Companies name trademarks, service marks and copyrighted materials are owned by the Company. The use of such marks and materials must be in strict compliance with these Policies and Procedures.

### 7.02 ADVERTISING & PROMOTIONAL MATERIALS

Only the promotional and advertising materials produced by Company or approved in advance in writing by Company may be used to advertise or promote an Independent Representatives business or to sell products and services of Company. Company's literature and materials may not be duplicated or reprinted without the prior written permission.

### 7.03 USE OF COMPANY NAME

Independent Representatives may use the name of Company only in the following format: "The Wealth Builders Global International LLC".

### 7.04 TELEPHONE LISTING

Independent Representatives are not permitted to use Company's trade name in advertising their telephone and telecopy numbers in the white or yellow page sections of the telephone book. Independent Representatives are not permitted to list their telephone numbers under Company's trade name without first obtaining Company's prior written approval. If approval is granted for an "800" listing, it must be stated in the following manner: "Independent Representatives for Company".

### 7.05 ENDORSEMENTS

No endorsements by a Company officer or administrator or third party may be asserted, except as expressly communicated in Company literature and communications. Federal and state

regulatory agencies do not approve or endorse direct selling programs. Therefore, Independent Representatives may not represent or imply, directly or indirectly, that Company's programs, products or services have been approved or endorsed by any governmental agency.

#### 7.06 RECORDINGS

Independent Representatives may not produce or reproduce for sale or personal use products sold by Company or any Company-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/or audio taping of Company meetings and conferences is strictly prohibited.

#### 7.07 INDEPENDENT COMMUNICATIONS

Independent Representatives, as Independent Contractors, are encouraged to distribute information and direction to their respective Downlines. However Independent Representatives must identify and distinguish between personal communications and the official communications of Company.

### SECTION EIGHT: PAYMENT OF COMMISSIONS

#### 8.01 BASIS FOR COMMISSIONS

Commissions and other compensation cannot be paid until a completed Agreement has been received and accepted by Company. Commissions are paid ONLY on the sale of Company services and products. No commissions are paid on the purchase of Sales materials or for Sponsoring Independent Representatives. In order to receive commissions on products and services sold, Company must have received and accepted an Agreement prior to the end of the commission period in which the sale is made.

#### 8.02 COMMISSION PERIOD

A business period refers to the time period opening on the first (1st) day of the commission period and extending up until order entry closes on the last business day of the period (5:00 p.m.). Company offices are open Monday through Friday 9 a.m.-5 p.m., with the exception of certain holidays as posted by Company.

#### 8.03 COMMISSION PAYMENTS

Commissions are paid to "qualified" Independent Representatives as defined within the Compensation Plan. Independent Representatives must consult the Compensation Plan for a detailed explanation of the benefits, commission structure and requirements of the Compensation Plan

#### 8.04 PAYMENT OF BONUSES AND COMMISSIONS

In order for any member or Independent Representatives to receive any bonuses or commissions from the Company, the member or Independent Representatives must be "Active" and in "Good

Standing". "Active" refers to a member or Independent Representatives that is paying their monthly subscription and using the products and services of the Company on a regular basis. "Good Standing" refers to a member or Independent Representatives that does not owe any money to the Company.

#### 8.05 INACTIVE EWALLET

If the Independent Representatives has not logged into his/her THE WEALTH BUILDERS eWallet account within (120) days, even if his/her account is still open, any and all funds in his/her eWallet account will be forfeited and returned to THE WEALTH BUILDERS.

### SECTION NINE: PURCHASE & SALE OF SERVICES

#### 9.01 PAYMENT OPTIONS

Payments made by credit card may be subject to up to a 24 hour hold during this period we cannot guarantee your placement in the referral network until payment is authorized. If an underpayment is made, the order will not be processed until the full amount is received by Company. If an overpayment is made, Company will process the order and issue a credit to Independent Representatives' account, which will automatically refund on the next commission check paid to Independent Representatives. Orders will not be processed if cancellation of a credit card is made. Orders for services are not effective until accepted by Company.

#### 9.02 PROMOTIONAL ITEMS

All promotional items which bear Company name or logo must be purchased solely from Company unless prior written permission is obtained from Company.

#### 9.03 SERVICES CLAIMS

Independent Representatives may make no claim, representation or warranty concerning any service of Company, except those expressly approved in writing by Company or contained in official Company materials.

#### 9.04 FAX BLASTS, SPAMMING,

Premier

Fax blasting and unsolicited e-mailing (SPAMMING) is prohibited.

### SECTION TEN:

#### 10.01 NO Refund Policy

All sales are final. There is a NO REFUND Policy. You will be notified to accept this agreement before you purchase your subscription package. This is due to valuable material being available immediately after you make your purchase. You will be debited the full amount of the package you select.

## .10.02 WARRANTIES

Except as expressly stated herein, Company makes no warranty or representation as to the merchantability, fitness for a particular purpose, , financial gains or any other warranty concerning any product or service purchased from or through Company.

## .SECTION ELEVEN: GENERAL PROVISIONS

### 11.01 INDEMNITY AGREEMENT

Each and every Independent Representatives agrees to indemnify and hold harmless Company, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of or in any way related to or connected with allegedly or otherwise, the Independent Representatives (a) activities as Independent Representatives; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

### 11.02 PROCESSING CHARGES

Company reserves the right to institute a processing charge for commission checks and/or genealogy requests.

### 11.03 OTHER SERVICES

Independent Representatives may not promote or sell another company's services at functions organized to feature Company and its products/services. Independent Representatives are not restricted from selling the services and products of other companies, however promotion of any other companies' services, products and/or business programs to Company Independent Representatives or Customers is strictly prohibited.

### 11.04 LIABILITY

To the extent permitted by law, Company shall not be liable for, and each Independent Representatives releases Company from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Independent Representatives as a result of (a) the breach by Independent Representatives of the Agreement and/or the Terms and Conditions and/or the Policies and Procedures; (b) the operation of Independent Representatives' business; (c) any incorrect or wrong data or information provided by Independent Representatives; or (d) the failure to provide any information or data necessary for Company to operate its business, including, without limitation, the enrollment and acceptance of Independent Representatives into the Compensation Plan or the payment of commissions and bonuses.

### 11.05 FORCE MAJEURE

Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as but not limited to: fire, flood, earthquake, storm, power outages, labor difficulties, strikes, war, government decrees or orders and/or curtailment of a party's usual source of supply.

#### 11.06 VIOLATIONS

It is the obligation of every Independent Representatives to abide by and maintain the integrity of the Policies and Procedures and Terms and Conditions. If Independent Representatives observes another Independent Representatives committing a violation, he or she should discuss the violation directly with the violating Independent Representatives. If the Independent Representatives wishes to report such violation the Company, or up lie.

#### 11.07 AMENDMENTS

Company reserves the right to amend the Agreement, Policies and Procedures, Terms and Conditions, its retail prices, product and service availability and the Compensation Plan type at any time without prior notice as it deems appropriate. By entering into the Independent Representatives Agreement, an Affiliate agrees to abide by all amendments or modifications that Company elects to make. Amendments will be communicated to Independent Representatives through official Company notifications such as, but not limited to, posting on Company website, posting in Independent Representatives back office, e-mail, special mailings or publications. Amendments are effective and binding upon submission to the Company website. In the event any conflict exists between the original documents or policies and any such amendment, the amendment will control. The continuation of an Independent Representatives business, the acceptance of any benefits under the Agreement, or acceptance of commissions from the sale of products or services constitutes acceptance of all amendments.

#### 11.09 NON-WAIVER PROVISION

No obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of The Company's right to demand exact compliance with these Policies and Procedures. Company's waiver of any particular default by Independent Representatives shall not affect or impair Company's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Independent Representatives. No delay or omissions by Company to exercise any right arising from a default effect or impair Company's rights as to that or any subsequent or future default. Waiver by Company can be affected only in writing by an authorized officer of Company.

#### 11.10 GOVERNING LAW

The Agreement and these Policies and Procedures shall be governed by the laws in Atlanta GA, United States.

#### 11.11 ENTIRE AGREEMENT

The Policies and Procedures are incorporated into the Agreement and, along with the Terms and Conditions and Compensation Plan, constitute the entire agreement of the parties regarding their business relationship.

#### 11.12 SEVERABILITY

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures and Terms and Conditions, or any specification, standard or operating procedure which Company has prescribed is held to be invalid or unenforceable, the Company shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to the extent required to be valid and enforceable, and the Independent Representatives shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

#### 11.12 LIMITATION OF DAMAGES

To the extent permitted by law, the company and its independent representatives, officers, directors, employees and other representatives, shall not be liable for, and independent representatives hereby release the foregoing from, and waive any CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF any claim whatsoever relating to company performance, nonperformance, act or omission with respect to the business relationship or other matters between any company and company, whether sounding in contract tort or strict liability. The company shall not exceed and is hereby expressly limited to, the amount of unsold company services and/or products of company owned by the independent representatives and any commissions owed to the independent representatives.

#### 11.13 NOTICE

Any communication, notice or demand of any kind whatsoever which either the Independent Representatives or Company may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, Email or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested). Any such communication, notice or demand shall be deemed to have been given or served on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or by other evidence if delivery is by mail.

#### **Headquarters**

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