

POLICIES AND PROCEDURES

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1.0 INTRODUCTION

1.1 Mutual Commitment Statement

iii International, LLC (hereafter as “iii” and the “Company”) recognizes that to develop a long-term and mutually rewarding relationship with its salesforce (“Brand Ambassador”) and Customers, Company and its Brand Ambassador must acknowledge and respect the true nature of the relationship and support the Customers.

A. In the spirit of mutual respect and understanding, Company is committed to:

- I. Providing prompt, professional, and courteous service and communications to all of its Brand Ambassador and Customers;
- II. Providing the highest level of quality products at fair and reasonable prices;
- III. Exchanging or refunding the purchase price of any product, service, or membership as provided in our Return Policy.
- IV. Delivering orders promptly and accurately;
- V. Paying commissions correctly and on a timely basis;
- VI. Expediting orders or checks if an error or unreasonable delay occurs;
- VII. Rolling out new products and programs with Brand Ambassador input and planning;
- VIII. Implementing changes in the Rewards Plan or Policies and Procedures that affect the Brand Ambassador with information from the Brand Ambassador;
- IX. Supporting, protecting, and defending the integrity of the iii Business Opportunity;
- X. Offering Brand Ambassador an opportunity to grow with iii with such growth guided by the principles of Servant Leadership.

B. In return, iii expects that its Brand Ambassador will:

- I. Conduct themselves in a professional, honest, and considerate manner;
- II. Present iii Corporate and product information accurately and professionally;
- III. Present the Rewards Plan and Return Policy entirely and accurately;
- IV. Not make exaggerated income claims;
- V. Make reasonable effort(s) to support and train Brand Ambassador and Customers in their downline;
- VI. Not engage in crossline recruiting, unhealthy competition, or unethical business practices;
- VII. Provide positive guidance and training to Brand Ambassador and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Brand Ambassador is discouraged from providing crossline training to a Brand Ambassador or Customer in a different organization without first obtaining the consent of the Brand Ambassador's or Customer's upline leader;
- VIII. Support, protect, and defend the integrity of the iii Business Opportunity;
- IX. Accurately complete and submit the Brand Ambassador Agreement and any requested supporting documentation promptly.

1.2 **iii Policies and Rewards Plan Incorporated into the Brand Ambassador Agreement**

A. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the iii Agreement, these Policies and Procedures, and the iii Rewards Plan.

B. It is the responsibility of the Sponsoring Brand Ambassador to provide the most current version of these Policies and Procedures (available on the iii website, www.threeinternational.com) and the iii Rewards Plan to each applicant before his, her and its execution of a Brand Ambassador Agreement.

1.3 **Purpose of Policies**

A. iii is a direct sales company that markets products and services through a network of sales representatives. To clearly define the relationship that exists between Brand Ambassador and iii, and to explicitly set a standard for acceptable business conduct, iii has established these Policies and Procedures.

B. iii Brand Ambassador are required to comply with: (i) all of the Terms and Conditions outlined in the Brand Ambassador Agreement, which iii may amend from time to time in its sole discretion without prior notification to any Brand Ambassador; (ii) all local laws governing his, her and its iii business; and (iii) these Policies and Procedures.

C. iii Brand Ambassador must review the information in these Policies and Procedures carefully and regularly. Should a Brand Ambassador have any questions regarding a policy or rule, the Brand Ambassador is encouraged to seek an answer from their Sponsor or any other upline Brand Ambassador. If further clarification is needed, the Brand Ambassador may contact **iii International Compliance Department**.

1.4 **Changes, Amendments, and Modifications**

A. Because local laws, as well as the business environment, periodically change, **iii International** reserves the right to amend the Agreement (**iii International Agreement**, these Policies and Procedures, and the **iii International Rewards Plan**) and the prices in its **iii International Product Price List** in its sole and absolute discretion and without prior notice.

B. **iii International** will post current Policies and Procedures, pricing, and other documents on the website and in the back office, so all Brand Ambassador have access to current Policies, information, and materials. **This provision does NOT apply to the arbitration clause found in Section 13, which can only be modified via mutual consent.**

C. Any such amendment, change, or modification shall be effective immediately.

1.5 **Delays**

iii International shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, and weather, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies and Procedures shall become effective when posted and, at such time, shall automatically supersede any prior Policies and Procedures (the “old Policies and Procedures”), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

2.0 BASIC PRINCIPLES

2.1 Becoming a **iii International** Brand Ambassador

A. To become a Brand Ambassador, an applicant must comply with the following requirements:

- I. Be of the age of majority (not a minor) in his or her country of residence;
- II. Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number, etc., for U.S. citizens only);
- III. Submit a properly completed and signed Brand Ambassador Agreement to **iii International**;
- IV. Not be a **iii International** employee, the spouse of a **iii International** employee, or related to an employee of **iii International** and living in the same household as such **iii International** employee.

2.2 New Brand Ambassador Registration

A. A potential new Brand Ambassador may self-enroll on the Sponsor’s website. In such an event, instead of a physically signed Brand Ambassador Agreement, **iii International** will accept the web-enrollment and Brand Ambassador Agreement by accepting the “electronic signature,” stating the new Brand Ambassador has accepted the Terms and Conditions of such Brand Ambassador Agreement. Please note that such an electronic signature constitutes a legally binding agreement between the Brand Ambassador and **iii International**.

B. **iii International** reserves the right to require signed paperwork for any account, regardless of origin.

C. If requested, the signed Brand Ambassador Agreement must be received by **iii International** within fourteen (14) days of **iii International**’s request.

D. Signed documents, including, but not limited to, Brand Ambassador personal agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures, or alterations to any document, including business registration forms, made after a document has been approved, may lead to sanctions, up to and including involuntary termination of the Brand Ambassador’s Brand Ambassadorship.

2.3 Rights Granted

iii International hereby grants to the Brand Ambassador a non-exclusive right, based upon the Terms and Conditions contained in the Brand Ambassador Agreement and these Policies and Procedures, to:

- I. Purchase **iii International** products and services;
- II. Promote and sell **iii International** products and services;
- III. Sponsor new Brand Ambassador and Customers in countries where **iii International** becomes established after the effective date of these Policies and Procedures.

2.4 Identification Numbers

A. Each Brand Ambassador is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to **iii International** on the Brand Ambassador Agreement. **iii International** reserves the right to withhold commission payments from any Brand Ambassador who fails to provide such information or who provides false information.

B. Upon enrollment, **iii International** will provide a **iii International** Identification Number to the Brand Ambassador. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the Brand Ambassador Agreement

A. Brand Ambassador must renew their Brand Ambassador Agreement each year by paying an annual renewal (\$2995) on or before the anniversary date of their Brand Ambassador Agreement. If renewal is not made within thirty (30) days after the expiration of the current term of the Brand Ambassador Agreement, the Brand Ambassador Agreement will be terminated. The Automatic Renewal Program (ARP) may be utilized to avoid any delay.

B. If the Brand Ambassador allows his or her Brand Ambassador Agreement to expire due to nonpayment, the Brand Ambassador will lose any rights to his or her downline organization unless the Brand Ambassador re-activates within sixty (60) days following the expiration of the Agreement.

C. If the former Brand Ambassador re-activates within the 60-day time limit, the Brand Ambassador will resume the rank and position held immediately before the expiration of the Brand Ambassador Agreement. However, such Brand Ambassador's paid as level will not be restored unless he, she, or an entity qualify at that payout level in the new month. The Brand Ambassador is not eligible to receive commissions for the period that the Brand Ambassador's Brand Ambassadorship was expired.

D. Any Brand Ambassador who was terminated, or whose Agreement has expired and lapsed the 60-day grace period, is not eligible to reapply for a **iii International** business for six (6) months following the expiration of the Brand Ambassador Agreement.

2.6 Business Entities

A. A corporation, Ambassadorship, LLC, or trust (collectively referred to as a “Business Entity”) may apply to be a **iii International Brand Ambassador**. This Brand Ambassador business and position will remain temporary until the proper documents are submitted. The Business Entity must provide one of the following documents:

- I. Certificate of Incorporation;
- II. Articles of Organization;
- III. Ambassadorship Agreement, or appropriate Trust documents.

iii International must receive these documents within fourteen (14) days from the date the Brand Ambassador Agreement was signed.

2.7 Independent Business Relationship; Indemnification for Actions

A. The **iii International Brand Ambassador** is an independent contractor and not a purchaser of a franchise or business opportunity. Therefore, each Brand Ambassador's success depends on his or her independent efforts.

B. The Agreement between **iii International** and its Brand Ambassador does not create an employer/employee relationship, agency, Ambassadorship, or joint venture between **iii International** and the Brand Ambassador.

C. A **iii International Brand Ambassador** shall not be treated as an employee of **iii International** for any purposes, including, without limitation, for local tax purposes. All Brand Ambassador are responsible for paying local, taxes due from all compensation earned as a Brand Ambassador of **iii International**. Any other compensation received by Brand Ambassador from **iii International** will be governed by applicable local tax laws (or the tax laws of any other relevant jurisdiction). The Brand Ambassador has no express or implied authority to bind **iii International** to any obligation or to make any commitments by or on behalf of **iii International**. Each Brand Ambassador, whether acting as management of a Business Entity or represented as an individual, shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the Terms of the Brand Ambassador Agreement, these Policies, and Procedures and applicable local laws.

D. The **iii International Brand Ambassador** is fully responsible for all of his or her verbal and written communications made regarding **iii International** products, services, and the Rewards Plan that are not expressly contained within official **iii International** materials. Brand Ambassador shall indemnify and hold harmless **iii International**, its directors, officers, employees, product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by **iii International** as a result of the Brand Ambassador's unauthorized representations or actions. This provision shall survive the termination of the **iii International Brand Ambassador Agreement**.

2.8 Insurance

Business Pursuits Coverage-**iii International** encourages Brand Ambassador to arrange insurance coverage for their business. A homeowner's insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. **iii International Brand Ambassador** need to contact their insurance agent to make sure their business property is protected. In most instances, this may be accomplished with a “Business Pursuit” endorsement to an existing homeowner's Policy.

2.9 Errors or Questions

If a Brand Ambassador has questions about or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Brand Ambassador must notify **iii International** in writing within thirty (30) days of the date of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed waived by the Brand Ambassador.

3.0 **iii International** BRAND AMBASSADOR RESPONSIBILITIES

3.1 Correct Addresses

A. It is the responsibility of the Brand Ambassador or Customer to make sure **iii International** has the correct shipping address before any orders are shipped.

B. A Brand Ambassador or Customer will need to allow up to thirty (30) days for processing after the notice of address change has been received by **iii International**.

C. A Brand Ambassador or Customer may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

A. Any **iii International** Brand Ambassador who Sponsors another Brand Ambassador into **iii International** must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her **iii International** business. Sponsoring Brand Ambassador should have ongoing contact and communication with the Brand Ambassador in their downline organizations. Examples of communication may include but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voicemail, email, personal meetings, the accompaniment of downline Brand Ambassador to **iii International** meetings, training sessions, and any other related functions.

B. A Sponsoring **iii International** Brand Ambassador should monitor the Brand Ambassador in his or her downline organizations to ensure that downline Brand Ambassador do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, such Brand Ambassador should be able to provide documented evidence to **iii International** of his or her ongoing fulfillment of the responsibilities of a Sponsor. Should the Sponsoring Brand Ambassador fail to provide evidence of ongoing assistance to a downline Brand Ambassador, **iii International** reserves the right to reassign such downline Brand Ambassador to a new sponsor as the Company sees fit.

C. Upline Brand Ambassador are encouraged to motivate and train new Brand Ambassador about **iii International's** products and services, effective sales techniques, the **iii International** Rewards Plan, and compliance with company Policies and Procedures.

D. Marketing product is a required activity in **iii International** and must be emphasized in all recruiting presentations.

E. We emphasize and encourage all Brand Ambassador to sell **iii International** products and services to Customers.

F. If you become aware that a Brand Ambassador in your downline is violating **iii International's** Policies and Procedures, either willfully or due to ignorance, you shall make every effort to educate, inform, and bring them back into compliance.

G. Use of Sales Aids. To promote both the products and the opportunity **iii International** offers, Brand Ambassador must use the sales aids and support materials produced by **iii International**. If **iii International** Brand Ambassador develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Brand Ambassador' good intentions, they may unintentionally violate any number of statutes or regulations affecting the **iii International** business. These violations, although they may be relatively few in numbers, could jeopardize the **iii International** opportunity for all Brand Ambassador. Accordingly, Brand Ambassador must submit all written sales aids, promotional materials, advertisements, websites, and other literature to the Company for the Company's approval before use.

H. Brand Ambassador shall safeguard and promote the good reputation of **iii International** and its products. The marketing and promotion of **iii International**, the **iii International** opportunity, the Rewards Plan, and **iii International** products and services shall be consistent with the public interest and avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Any Brand Ambassador who engages in unethical business building practices is subject to disciplinary action by **iii International**, including commission fines and involuntary account termination.

I. Throughout the term of the Brand Ambassador Agreement, Brand Ambassador, may not sell any training materials, sales aids, or tools (videos, mobile applications, eBooks, etc.) to his or her Downline or other Brand Ambassador. If you elect to rent a meeting room to conduct a training seminar, you might charge an attendance fee to cover venue expenses. Any training events organized by Brand Ambassador must not be operated on a for-profit basis. You may not charge for profit fee for any marketing materials, newsletters, training about **iii International**.

3.3 Constructive Criticism; Ethics

A. **iii International** desires to provide its independent Brand Ambassador with the best products and services and Rewards Plan in the industry. Accordingly, **iii International** values constructive criticism and encourages the submission of written comments addressed to the **iii International** Compliance department.

B. Negative and disparaging remarks about **iii International**, its products or Rewards Plan, by Brand Ambassador, made to **iii International**, in the Field or at **iii International** meetings or events, or disruptive behavior at **iii International** meetings or events, serve no purpose other than to dampen the enthusiasm of other **iii International** Brand Ambassador. **iii International** Brand Ambassador must not belittle **iii International**, other **iii International** Brand Ambassador, **iii International** products or services, the Rewards Plan, or **iii International** directors, officers, or employees, product suppliers, or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by **iii International**.

C. **iii International** endorses the following code of ethics:

- I. A **iii International** Brand Ambassador must show fairness, tolerance, and respect to all people associated with **iii International**, regardless of race, gender, social class, or religion, thereby fostering a “positive atmosphere” of teamwork, good morale, and community spirit.
- II. A Brand Ambassador shall strive to resolve business issues, including situations with upline and downline Brand Ambassador, by emphasizing tact, sensitivity, goodwill, and ensuring no intentional problems arise.
- III. **iii International** Brand Ambassador must be honest, responsible, professional, and conduct themselves with integrity.
- IV. **iii International** Brand Ambassador shall not make disparaging statements about **iii International**, other Brand Ambassador, **iii International** employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Rewards Plan, or make statements that unreasonably offend, mislead, or coerce others.
- V. **iii International** may take appropriate action against a Brand Ambassador if it determines, in its sole discretion, that a Brand Ambassador's conduct is detrimental, disruptive, or harmful to **iii International** or other Brand Ambassador.

3.4 Reporting Policy Violation

A. A Brand Ambassador who observes a policy violation by another Brand Ambassador should submit a written letter of the violation directly to the **iii International** Corporate Compliance department (compliancethreeinternational.com).

The message shall set forth the details of the incident as follows:

- I. The nature of the violation;
- II. Specific facts to support the allegations;
- III. Dates;
- IV. Number of occurrences;
- V. Persons involved;
- VI. Supporting documentation.

B. Once the matter has been presented to **iii International**, it will be researched thoroughly by the Compliance Department, and appropriate action will be taken, if required. Compliance investigations, findings, and discipline are confidential, and the Compliance department is not required to disclose any information regarding the investigation or disciplinary actions to anyone except for the Brand Ambassador(s) who may have corrective action taken against them by **iii International** Compliance.

C. This section refers to the general reporting of Policy violations as observed by other Brand Ambassador for the mutual effort to support, protect, and defend the integrity of the **iii International** business and opportunity. If a Brand Ambassador has a grievance or complaint against another Brand Ambassador, which directly relates to his or her **iii International** business, the Procedures outlined in these Policies must be followed.

3.5 Sponsorship

- A. The Sponsor is the person who introduces a Brand Ambassador or Customer to **iii International**, helps them complete their enrollment, and supports and trains those in their downline.
- B. **iii International** recognizes the Sponsor as the name(s) shown on the first: I. Physically signed **iii International** Brand Ambassador Agreement on file; or II. Electronically signed Brand Ambassador Agreement from a website or a **iii International** Brand Ambassador website.
- C. A Brand Ambassador Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e., Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by **iii International**.
- D. **iii International** recognizes that each new prospect has the right to choose his or her Sponsor ultimately, but **iii International** will not allow Brand Ambassador to engage in unethical sponsoring activities.
- E. All active Brand Ambassadors in good standing have the right to sponsor and enroll others into **iii International**. While involved in sponsoring activities, it is not uncommon to encounter situations when more than one Brand Ambassador will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Brand Ambassador who presented a comprehensive introduction to **iii International** products or business opportunities.
- F. A Protected Prospect is a guest of any **iii International** Brand Ambassador or Customer who attended a **iii International** event or conference call. For sixty (60) days following the event, a Protected Prospect cannot be solicited or sponsored by any other **iii International** Brand Ambassador who attended the same event. **iii International** event can be defined as the following:
- I. Any **iii International** training session;
 - II. Conference call;
 - III. Fly-in meeting; or
 - IV. Presentation, including but not limited to a **iii International** at home presentation, whether sponsored by, a Brand Ambassador, a Customer, or an agent or agency designated by **iii International**.

3.6 Cross Sponsoring Prohibition

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Brand Ambassador Agreement. Actual or attempted cross sponsoring is not allowed. If **iii International** verifies cross sponsoring, sanctions up to and including termination of a Brand Ambassador’s Brand Ambassador may be imposed.
- B. The use of a Spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, Ambassadorship, trust, government ID numbers, or imaginary I.D. numbers to evade or circumvent this Policy is not permitted.
- C. This Policy does not prohibit the transfer of a **iii International** business following **iii International** Sale or Transfer Policy outlined in these Policies.

3.7 Adherence to the **iii International** Rewards Plan

A. A Brand Ambassador must adhere to the Terms of the **iii International** Rewards Plan as outlined in these Policies and Procedures as well as in official **iii International** literature. Deviation from the Rewards Plan is prohibited.

iii International reserves the right to, in its sole discretion, determine who goes on company Lifestyle Trips (also known as incentive trips or rewards trips).

B. A Brand Ambassador shall not offer the **iii International** opportunity through, or in combination with, any other system, program, or method of marketing other than that outlined explicitly in official **iii International** literature.

C. A Brand Ambassador shall not require or encourage a current or prospective Customer or Brand Ambassador to participate in **iii International** in any manner that varies from the Rewards Plan as outlined in official **iii International** literature. The purchase of a product is not required to become a **iii International** Brand Ambassador.

D. A Brand Ambassador shall not require or encourage a current or prospective Customer or Brand Ambassador to make a purchase from or payment to any individual or other entity as a condition to participating in the **iii International** Rewards Plan, other than such purchases or fees required to build their business naturally.

3.8 Adherence to Laws and Ordinances

A. Many places have laws regulating individual home-based businesses. In most cases, these ordinances do not apply to Brand Ambassador because of the nature of the business. However, Brand Ambassador must check their local laws and obey the laws that do apply to them.

B. A **iii International** Brand Ambassador shall comply with all local laws and regulations in their conduct of his or her **iii International** business.

3.9 Compliance with Applicable Income Tax Laws

Replace with: Pursuant to Section 107D of the Income Tax 1967, III International Sdn Bhd. is obliged to deduct 2% WHT from the payments for individuals (BA) who received income exceeding RM100,000 (cash and non-cash) in the preceding year. The applicable tax amount shall be deducted from individuals (BA) commission and submitted to Lembaga Hasil Dalam Negeri (LHDN). In order to remit the 2% WHT to LHDN, III International requires your MyCard Number, Taxpayer Identification Number (TIN) and confirmation of your tax residency status.

III International will provide annual earnings summaries in the form of a CP-58 to all BA that earn more than RM5000. It is your responsibility to disclose all income earned from III International to LHDN, regardless of the amount, and pay the applicable income taxes.

B. A Brand Ambassador accepts sole responsibility for and agrees to pay all local taxes on any income generated as an Independent Brand Ambassador, and further agrees to indemnify **iii International** from any failure to pay such tax amounts when due.

C. **iii International** encourages all Brand Ambassadors to consult with a tax advisor for additional information for their business.

3.10 One **iii International** Business Per Brand Ambassador

A Brand Ambassador may operate or have an ownership interest, legal or equitable, as a sole proprietorship, Ambassador, shareholder, trustee, or beneficiary, in only one (1) **iii International** business. No individual may have, operate, or receive compensation from more than one **iii International** business. Individuals of the same family unit may each enter into or have an interest in their separate **iii International** businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as spouses and dependent children living at or doing business at the same address.

3.11 Actions of Household Members or Affiliated Parties

A. If any member of a Brand Ambassador's immediate household engages in any activity which, if performed by the Brand Ambassador, would violate any provision of Agreement, such activity will be deemed a violation by the Brand Ambassador and **iii International** may take disciplinary action under these Policies and Procedures against the Brand Ambassador.

B. Similarly, if any individual associated in any way with a corporation, Ambassadorship, LLC, trust or other entity (collectively “Business Entity”) violates Agreement, such action(s) will be deemed a violation by the Business Entity, and **iii International** may take disciplinary action against the Business Entity. Likewise, if a Brand Ambassador enrolls in **iii International** 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.

3.12 No Violation of Previous Agreement

You agree that you are not currently in material breach of, and will not during the term of the Agreement to be in material breach of, any other contract, obligation, or covenant that would affect your ability to perform hereunder, and as a result of entering into the Agreement, will not materially breach any contract, obligation or covenant (such as a covenant not to compete located in a prior agreement).

3.13 Solicitation for Other Companies or Products

A. A **iii International** Brand Ambassador may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities whose products do not compete with **iii International**. The competing venture is defined as a company that markets or sells dietary supplements or skincare products. Upon reaching the rank of 4Star, you may NOT participate in any direct sales, multilevel, or other network marketing ventures. Additionally, the following must be adhered to:

B. During the Term of this Agreement and for one (1) year thereafter, a **iii International** Brand Ambassador may not recruit any **iii International** Brand Ambassador or Customer for any other direct sales or network marketing business, unless such Brand Ambassador personally sponsored that Brand Ambassador or Customer.

C. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Brand Ambassador or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Brand Ambassador's actions are in response to an inquiry made by another Brand Ambassador or Customer.

D. During the term of the Agreement and for six (6) months thereafter, any **iii International** Brand Ambassador must not sell or entice others to sell, any competing products or services, including training materials, to **iii International** Customers or Brand Ambassador. Any product or service in the same category as a **iii International** product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality. This provision does not apply where professional services are the primary source of revenue, and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons).

E. A Brand Ambassador may sell non-competing products or services to **iii International** Customers and Brand Ambassador that they personally sponsored.

F. A Brand Ambassador may not display or bundle **iii International** products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Brand Ambassador into believing there is a relationship between the **iii International** and non-**iii International** products and services.

G. **iii International** Brand Ambassador may not offer any non-**iii International** opportunity, products or services at any **iii International** related meeting, seminar or convention, or immediately following a **iii International** event.

H. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between **iii International** and its Brand Ambassador and would inflict irreparable harm on **iii International**. In such an event, **iii International** may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Brand Ambassador or such Brand Ambassador's Brand Ambassador, including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.14 Presentation of the **iii International** Opportunity

A. As a Brand Ambassador, you are responsible for promoting the excellent reputation of the **iii International** brand; and to avoid misleading, unethical, or immoral conduct or practices. You are not permitted in any way to disparage or harm **iii International** reputation.

B. In presenting the **iii International** opportunity to potential Customers and Brand Ambassador, a Brand Ambassador is required to comply with the following provisions:

- I. A Brand Ambassador shall not misquote or omit any significant material fact about the Rewards Plan.
- II. A Brand Ambassador shall make it clear that the Rewards Plan is based upon sales of **iii International** products and services and upon the sponsoring of other Brand Ambassadors.
- III. A Brand Ambassador shall make it clear that success can be achieved only through substantial independent efforts. Examples of misrepresentations in this area include A. "When you join, I will build a Downline for you;" B. "When you join, your downline will grow through spillover;" C. "Company will do all the work for you;" D. "You don't have to sell anything, just buy your products every month."
- IV. A **iii International** Brand Ambassador shall not make unauthorized income projections, claims, guarantees, or lifestyle claims while presenting or discussing the **iii International** opportunity or Rewards Plan to prospective Brand Ambassador or Customers. Examples of statements of non-average earnings include A. "Our number one Brand Ambassador earned over a million dollars last year." B. "Our average ranking Brand Ambassador makes \$5,000 per month." C. "The monthly income for our higher-ranking Brand Ambassador is \$10,000 on the low end to \$30,000 a month on the high end." D. "Four months into working the business, I had quadrupled what I have ever made as a teacher." E. "We can go on extended family vacations to exotic locations, purchase large homes, and drive nice cars."

F. “Bring your friends and find out how to make money in just a couple weeks.” G. “Achieve financial freedom working from home part-time.”

- V. A Brand Ambassador may not use official **iii International** material to promote the **iii International** business opportunity in any country where **iii International** has not established a “presence.”
- VI. During the term of Agreement and after the termination of the contract, a Brand Ambassador agrees to secure **iii International** owners, Brand Ambassadors, employees, etc. against liability for their actions as a result of any unauthorized claims made by a Brand Ambassador.

3.15 (a) Presentation of the **iii International** Products

A. A Brand Ambassador takes full responsibility for verbal and written statements about **iii International** Products that are not included in **iii International** official marketing materials. This includes all communication done person to person, through social media, in meetings, or any other communication outlets.

B. Product testimonials should not include any claims or describe experiences that go beyond typical results or what every consumer can reasonably expect to experience when consuming the products. All testimonials should not include disease names and unauthorized or unsubstantiated health claims.

- I. Any claims that the product helps prevent/treat disease, illness, or injury are also not permitted. This also includes claims made regarding animals. Here below are examples of what and CANNOT say regarding **iii International** products: Helps my arthritis; B. Helps my knee injury; C. Pain-free; D. I no longer need my pain medication; E. Helps my fibromyalgia” “Natural anti-depressant; F. Treats insomnia; G. Reduces nausea or other adverse side effects from my medication; H. Anxiety relief; I. Prevents/treats cancer; J. Use **iii International** products to help your diabetes; K. Virus/Bacteria Cure; L. Antiaging; M. Inflammation cure; N. Clinically proven; O. Get rid of wrinkles P. Treat facial conditions (acne, eczema, rosacea, psoriasis); Q. Will make you look [numerical value] years younger; R. Instantly improves skin quality and removes wrinkles; S. Instantly improves skin elasticity and firmness. T. Helps fight diseases (Brand Ambassador should refrain from mentioning diseases, symptoms of a disease, or other health conditions in connection with **iii International** products or its ingredients).
- II. A Brand Ambassador should not use 3rd party scientific research that is not part of **iii International** official marketing materials to promote, sell, or market **iii International**’s products.
- III. During the term of the Agreement and after the termination of Agreement, a Brand Ambassador agrees to secure **iii International** owners, Brand Ambassadors, employees, etc. against liability for their actions as a result of any unauthorized claims made by a Brand Ambassador.
- IV. Unless approved by the **iii International** Compliance department, no product testimonials can be published online, in print, or any other mass communication outlets.

3.15(b) Business Support Materials and Training Systems

A. **Business Support Materials** (or “BST”) as used in these Rules means all products and services (including but not limited to business aids, books, magazines, flip charts, and other printed material, online literature, internet websites, advertising, audio, video or digital media, rallies, meetings, and educational seminars, and other types of materials and services) that are (i) designed to solicit and/or educate Brand Ambassadors, Prospects, Customers, or prospective Customers of **iii International** products or services, or to support, train, motivate, and/or educate Brand Ambassadors, or (ii) incorporate or Use one or more of the Marks or Copyrighted Works of **iii International**, or (iii) are otherwise offered with an explicit or implied sense of affiliation, connection, or association with **iii**

International. Unless otherwise specified in writing, Brand Ambassadors acknowledge that nothing in this Rule, or in any other Rule, shall be construed or interpreted as a license or other permission to incorporate any LOS Information into any BST.

B. General Rules on BST: Training systems and the sale of BTS's are not intended to be a profit center for Brand Ambassadors but instead are an effort to encourage Brand Ambassadors to use their creativity and experience to help others grow their businesses. As such, there should NEVER be an instance where Brand Ambassadors are spending money on their BSTs or training that is disproportionate to the income of their own business.

iii International intends to encourage Brand Ambassadors to utilize the wisdom of their uplines but to keep expenditures in constant perspective to the value added to their businesses.

1. Brand Ambassadors may sell BST only in accordance with Rules set forth herein. BST created, used, promoted, distributed, or offered for sale by or to Brand Ambassadors must: (a) comply with all Quality Assurance Standards and any applicable Rules of Conduct relating to their use, promotion, and sale; (b) be submitted to **iii International** for review prior to use, promotion, distribution or sale; (c) be authorized by **iii International**.
2. **iii International** Satisfaction Guarantee and Buy-Back Rules do not apply to materials not sold by **iii International**. BST may only be sold subject to the right of the purchaser to return such BST for a refund.
3. During the first 90 days following a Brand Ambassador's registration with **iii International**, the Brand Ambassador may return all BST of any form purchased, including meeting tickets, together with proof of purchase, for a 100% refund of the price paid for such BST.
4. A Brand Ambassador end-user of BST may return BST purchased, together with proof of purchase, within 180 days following purchase, for a refund on commercially reasonable terms.
5. Each Brand Ambassador who chooses to sell tickets to seminars, events, and other business meetings is obligated to buy back tickets purchased for the purchaser's personal use for a period of 30 days after the event, provided the dissatisfied purchaser personally attended the event. Such refund shall be for that portion of the cost of the event related to admission to the event, exclusive of the cost of travel, meals, or hotel accommodations.
6. BST offered in the form of website subscriptions and downloadable media are subject to the following requirements: (a) Purchasers canceling website subscriptions are entitled to a refund for unused, whole months of any prepaid subscription(s); and (b) Purchasers of downloadable media are entitled, if dissatisfied, to obtain a replacement download of equal value within 30 days of the purchase of the subject downloadable media.
7. Brand Ambassadors promoting, selling, distributing, or offering BST for sale must: (a) ensure that such BST are not sold or offered for sale in conjunction with the Brand Ambassador's registration with **iii International**; (b) provide purchasers of such BST with any disclosures or other information that may be required by **iii International** from time to time; (c) clearly inform every Brand Ambassador purchasing BST that purchasing BST is optional, is strictly voluntary, and may be helpful but is not necessary to build a successful independent business; and (d) advise the purchaser about refund policies that apply to such BST.
8. Brand Ambassadors may organize seminars, events, or business meetings for Brand Ambassadors consistent with their training obligations as sponsors.
9. Brand Ambassadors creating, using, selling, promoting, or distributing BST must obtain appropriate written authorization from **iii International** in order to Use any Marks or otherwise use any copyrighted material or other intellectual property of **iii International** in connection with such BST.

10. Brand Ambassadors creating, using, selling, promoting, or distributing BST must not infringe the copyrights or intellectual property rights of **iii International** or other Brand Ambassadors or third-parties.

C. Sale, Promotion and Distribution of BST

Brand Ambassadors who wish to sell, promote, or earn income from the sale of BST must adhere to all quality control measures set forth herein.

iii International reserves the right, with commercially reasonable notice, to discontinue the practice of allowing Brand Ambassadors to engage in the sale and marketing of BST or events without compensation to any Brand Ambassadors engaged in the sale or marketing of BST or events. **iii International** will give commercially reasonable notice in such instance sufficient to allow Brand Ambassadors to diminish inventory and complete scheduled events for which more than a de minimus number of tickets have been sold.

3.16 The Rewards Plan governs sales Requirements

A. **iii International** Brand Ambassador may purchase **iii International** products and then resell them at any price they choose unless otherwise specified by **iii International** or by any/its product suppliers on a per-product basis. **iii International** will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees apply to a **iii International** business.

B. The **iii International** program is built on sales to the ultimate consumer. **iii International** encourages its Brand Ambassador to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Brand Ambassador must never attempt to influence any other Brand Ambassador to buy more products than they can reasonably use or sell to retail customers in a month.

C. Each **iii International** Brand Ambassador commits to personally use, sell, or use in the business building at least 70% of every order placed with Company before placing another order and must be able to certify to such if demanded by Company or by any regulatory agency. Purchasing products solely to collect bonuses or achieve rank is prohibited. **iii International** retains the right to limit the number of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

4.0 ORDERING

4.1 Terms of sale for automatic orders and shipments

Terms of Sale: By enrolling in our LCP (Loyalty Convenience) program, Brand Ambassador agree to set up an automatic delivery with a scheduled fee that you agree to at the time of enrollment. Brand Ambassador agree their participation in the LCP program allows **iii International** to store their credit card for use with future transactions, including LCP orders. Brand Ambassador may modify or cancel the order at any time before the order being

shipped in your back office, by emailing support@threeinternational.com, or by calling Support at 385-333-3388. If the order has already been shipped, please refer to the return procedure found in our Return Policy.

4.2 Cancellation Policy

Brand Ambassador who wish to cancel an order before it has shipped must contact **iii International** Brand Ambassador Support at 385-333-3388. **iii International** can only cancel orders before the order ships. If an order has already shipped, please refer to the return policy.

4.3 General Order Policies

A. “Bonus Buying” is strictly prohibited. Bonus Buying includes; (a) the enrollment of individuals or entities without the knowledge of and execution of an Agreement by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as a Brand Ambassador or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Brand Ambassador or Customers (“phantoms”); (d) purchasing **iii International** products or services on behalf of another Brand Ambassador or Customer, or under another Brand Ambassador’s or Customer’s I.D. number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and (f) any other 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. **iii International** regularly audits rank advancements, promotions, and incentive trip qualifications to identify instances of Bonus Buying or other manipulations of the **iii International** Rewards Plan.

B. Brand Ambassador shall not use another Brand Ambassador’s or Customer’s credit card or debit checking account to enroll in **iii International** or purchase products or services without the account holder’s written permission. Such documentation must be kept by the Brand Ambassador indefinitely in case **iii International** needs to reference this.

C. Regarding order with an invalid or incorrect payment, **iii International** will attempt to contact the Brand Ambassador by phone, mail, or email to obtain another form of payment. If these attempts are unsuccessful after ten (10) business days, the order will be canceled.

D. If a Brand Ambassador wants to move an order to another Brand Ambassador’s position, he or she must have the prior authorization of all parties involved. **iii International** will charge the Brand Ambassador a \$20 fee for processing.

E. Prices are subject to change without notice.

F. A Brand Ambassador or Customer who is a recipient of a damaged or incorrect order must notify **iii International** within thirty (30) calendar days from receipt of the order and follow the Procedures as outlined in these Policies.

4.4 Insufficient Funds

A. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged to the account of the Brand Ambassador or Customer for all returned checks and insufficient funds.

B. Any outstanding balance owed to **iii International** by a Brand Ambassador or Customer of the Brand Ambassador from NSF (non-sufficient funds) checks, returned check fees, or **iii International** will withhold insufficient fund fees (ACH) from a Brand Ambassador's future bonus and commission checks.

C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved promptly by the Brand Ambassador, constitute grounds for disciplinary sanctions.

D. If a credit card order or automatic debit is declined the first time, the Customer or Brand Ambassador will be contacted for an alternate form of payment. If payment is declined a second time, the Customer or Brand Ambassador may be deemed ineligible to purchase **iii International** products or services or participate in the monthly SmartShip.

4.5 Sales Tax Obligation

A. The Brand Ambassador shall comply with all local taxes and regulations governing the sale of **iii International** products and services.

B. **iii International** will collect and remit sales tax on Brand Ambassador orders unless a Brand Ambassador furnishes **iii International** with the appropriate Resale Tax Certificate form. When orders are placed with **iii International**, sales tax is pre-paid based upon the suggested retail price. **iii International** will remit the sales tax to the appropriate state, Provincial and local jurisdictions. The Brand Ambassador may recover the sales tax when he or she makes a sale. **iii International** Brand Ambassador are responsible for any additional sales taxes due on products marked up and sold at a higher price.

C. **iii International** encourages each Brand Ambassador to consult with a tax advisor for additional information for his or her business.

4.6 Shipping Policy

A. **iii International** will ensure all orders will be shipped by the end of the next business day the order was placed. If you have additional questions regarding shipping, please contact **iii International** Support. a. Standard shipping: the time until delivery will be an average of 3-9 business days. b. For other expedited shipping options, please contact **iii International** Support.

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications

A. A Brand Ambassador must be active and in compliance with **iii International** Policies and Procedures to qualify for bonuses and commissions. So long as a Brand Ambassador complies with the current Terms of the Agreement, **iii International** shall pay commissions to such Brand Ambassador in accordance with the current Rewards Plan.

B. **iii International** will not issue a payment to a Brand Ambassador without the receipt of a completed and signed **iii International** Brand Ambassador Agreement or Electronic Authorization.

C. **iii International** reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$10.

D. A monthly fee of USD\$40 will be deducted from Brand Ambassador accounts that are inactive (as defined by the **iii International** Rewards Plan) and have been holding unclaimed commissions for at least one year.

5.2 Computation of Commissions and Discrepancies

A. To qualify to receive commissions and bonuses, a Brand Ambassador must be in good standing and comply with the Terms of the Agreement and these Policies and Procedures. Commissions, bonuses, overrides, and achievement levels are calculated each month.

B. A **iii International** Brand Ambassador must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the 30- day “grace period,” no additional requests will be considered for commission recalculations.

C. For additional information on the payment of commissions, please review the Rewards Plan.

5.3 Adjustments to Bonuses and Commissions for Returned Products or Brand Ambassador Memberships.

A. A Brand Ambassador receives bonuses and commissions based on the actual sales of products and services to end consumers and to Brand Ambassador through product and service purchases. When a product or service is returned to **iii International** for a refund from the end consumer or by a Brand Ambassador, the bonuses and commissions attributable to the returned product or service will be deducted from the Brand Ambassador who received bonuses or commissions on such sales.

B. In the event that a Brand Ambassador terminates his or her Brand Ambassadorship, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by **iii International**, the remainder of the outstanding balance may be offset against any other amounts that may be owed by **iii International** to the terminated Brand Ambassador.

6.0 RETURN POLICY AND PROCESS

A. The product may be returned within 30 days after the original date of purchase (order date) for a 90% refund of the purchase price (10% restocking fee). The original shipping costs will not be refunded. Shipping costs associated with returning products are the responsibility of the customer/Brand Ambassador returning the product. Any commissions and bonuses earned on the returned products will be deducted from the refund amount on all return transactions. Returned products may impact bonuses and commissions paid to the upline/sponsor. Brand Ambassador must be in good standing.

All returns, whether by a Customer, or Brand Ambassador, must be made as follows:

- I. Obtain Return Merchandise Authorization (“RMA”) from **iii International**;
- II. Ship items to the address provided by **iii International** Customer service when you are given your RMA;
- III. Provide a copy of the invoice with the returned products or service. Such an invoice must reference the RMA and include the reason for the return.

B. All returns must be shipped to **iii International** pre-paid, as **iii International** does not accept shipping collect packages. **iii International** recommends shipping returned product by UPS or FedEx with tracking and insurance as risk of loss or damage in shipping of the returned product shall be borne solely by the Customer, or Brand Ambassador. If the returned product is not received at **iii International** Distribution Center, it is the responsibility of the Customer, or Brand Ambassador to trace the shipment and no credit will be applied.

C. The return of \$500 or more of products accompanied by request for a refund within a calendar year, by a Brand Ambassador, may constitute grounds for involuntary termination.

D. Charges will appear from **iii International.com** on your bank statement.

E. Refunds shall be subject to the applicable laws and regulations provisions in respective countries.

7.0 PRIVACY POLICY

7.1 Introduction

A. This Privacy Policy is to ensure that all Customers and Brand Ambassador understand and adhere to the basic principles of confidentiality.

7.2 Expectation of Privacy

A. **iii International** recognizes and respects the importance of its Customers and Brand Ambassador’ place on the privacy of their financial and personal information. **iii International** will make reasonable efforts to safeguard the privacy of and maintain the confidentiality of its Customers’ and Brand Ambassador’ financial and account information and nonpublic personal information.

B. By entering into the Brand Ambassador Agreement, a Brand Ambassador authorizes **iii International** to disclose his or her name and contact information to upline Brand Ambassador solely for activities related to the furtherance of the **iii International** business. A Brand Ambassador hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the **iii International** business.

7.3 Employee Access to Information

iii International limits the number of employees who have access to Customer’s and Brand Ambassador’ nonpublic personal information.

7.4 Restrictions on the Disclosure of Account Information

iii International will not share nonpublic personal information or financial information about current or former Customers or Brand Ambassador with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers' or Brand Ambassador' interests or to enforce its rights or obligations under these Policies and Procedures, or Brand Ambassador's Agreement or with written permission from the account holder on file.

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information

By completing and signing the **iii International** Brand Ambassador Agreement, the Brand Ambassador acknowledges that Business Reports, lists of Customer and Brand Ambassador names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by **iii International** pertaining to the business of **iii International** (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to **iii International**.

8.2 Obligation of Confidentiality

During the Term of the **iii International** Brand Ambassador Agreement and for a period of five (5) years after the termination or expiration of the Brand Ambassador Agreement between the Brand Ambassador and **iii International**, the Brand Ambassador shall not:

- I. Use the information in the Reports to compete with **iii International** or for any purpose other than promoting his or her **iii International** business;
- II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

8.3 Breach and Remedies

The Brand Ambassador acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to **iii International** and to independent **iii International** businesses. **iii International** and its Brand Ambassador will be entitled to injunctive relief or to recover damages against any Brand Ambassador who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses.

8.4 Return of Materials

Upon demand by **iii International**, any current or former Brand Ambassador will return the original and all copies of all “Reports” to **iii International** together with any **iii International** confidential information in such person’s possession.

9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

9.1 Labeling, Packaging, and Displaying Products

A. A **iii International** Brand Ambassador may not relabel, repackage, refill or alter labels of any **iii International** product or service, information, materials, or program(s) in any way. **iii International** products and services must only be sold in their original containers from **iii International**. Such relabeling or repackaging violates federal and state laws, which may result in criminal or civil penalties or liability.

B. A **iii International** Brand Ambassador shall not cause any **iii International** product or service or any **iii International** trade name to be sold or displayed in retail establishments except:

- I. Where professional services are the primary source of revenue, and the product sales are secondary (e.g., doctor’s offices, clinics, health clubs, spas and beauty salons); and
- II. Where the retail establishment is owned or managed by the Brand Ambassador, and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.

C. Brand Ambassador may seek a Retail Establishment Exception to the rule outlined in Section 9.1B by completing a Retail Establishment Exception form from **iii International** and receiving approval of such Request following review from **iii International** Compliance. Each Request is subject to review by **iii International** Compliance in its sole discretion and an approval in one instance does not guarantee approval in any future instance for the same Brand Ambassador or another Brand Ambassador. Additionally, any Brand Ambassador’s Exception status may be periodically reviewed and modified, or removed.

D. **iii International** will permit Brand Ambassador to solicit and make Commercial Sales upon prior written approval from **iii International**. For the purpose of these Policies and Procedures, the term “Commercial Sale” means the sale of I. **iii International** products that equal or exceed \$5,000 in a single order; II. Products sold to a third party who intends to resell the products to an end consumer.

E. A Brand Ambassador may sell **iii International** products and services and display the **iii International** trade name at any appropriate display booth (such as trade shows) upon prior written approval from **iii International**.

F. **iii International** reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the **iii International** opportunity.

9.2 Use of Company Names and Protected Materials

A. A **iii International** Brand Ambassador must safeguard and promote the good reputation of **iii International** and the products and services it markets. The marketing and promotion of **iii International**, the **iii International** opportunity, the Rewards Plan, and **iii International** products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.

B. All promotional materials supplied or created by **iii International** must be used in their original form and cannot be changed, amended, or altered except with prior written approval from the **iii International** Compliance department.

C. The name of **iii International**, each of its product and service names and other names that have been adopted by **iii International** in connection with its business, are proprietary trade names, trademarks, and service marks of **iii International**. As such, these marks are of great value to **iii International** and are supplied to Brand Ambassador for their use only in an expressly authorized manner.

D. A **iii International** Brand Ambassador's use of the name "**iii International**" is restricted to protect **iii International** proprietary rights, ensuring that the **iii International** protected names will not be lost or compromised by unauthorized use. Use of the **iii International** name on any item not produced by **iii International** is prohibited except as follows:

- I. [Brand Ambassador's name/Team Name] Independent **iii International** Brand Ambassador;
- II. [Brand Ambassador's name/Team Name] Independent Brand Ambassador of **iii International** products and services;
- III. "@**iii International**by [Brand Ambassador's name/Team Name]";
- IV. [Brand Ambassador's replicated site name] Independent **iii International** Brand Ambassador

E. Further procedures relating to the use of the **iii International** name are as follows:

- I. All stationary (i.e., letterhead, envelopes, and business cards) bearing the **iii International** name or logo intended for use by the Brand Ambassador must be approved in writing by the **iii International** Compliance department.
- II. **iii International** Brand Ambassador may list "Independent **iii International** Brand Ambassador or Brand Ambassador" in the white pages of the telephone directory under his or her own name.
- III. **iii International** Brand Ambassador may not use the name **iii International** or **iii International** in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent **iii International** Brand Ambassador."

F. Specific photos and graphic images used by **iii International** in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Brand Ambassador. If a Brand Ambassador wants to use these photos or graphic images, they must negotiate individual agreements with the vendors for a fee.

G. A **iii International** Brand Ambassador shall not appear on or make use of television or radio or make use of any other media to promote or discuss **iii International** or its programs, products, or services without prior written permission from the **iii International** Compliance department.

H. A Brand Ambassador may not produce for sale or distribution any Company event or speech, nor may a Brand Ambassador reproduce **iii International** audio or video clips for sale or for personal use without prior written permission from the **iii International** Compliance department.

I. **iii International** reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Brand Ambassador.

J. A Brand Ambassador shall not promote non-**iii International** products or services in conjunction with **iii International** products or services on the same websites or the same advertisement without prior approval from **iii International** Compliance.

K. Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by **iii International** may not be made except those contained in official **iii International** literature.

In particular, no Brand Ambassador may make any claim that **iii International** products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate **iii International** policies, but also, they potentially violate local and international laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

9.3 Email – Limitations

A. Except as provided in this section, a Brand Ambassador may not use or transmit unsolicited email, mass email distribution, or “spamming” that advertises or promotes the operation of his or her **iii International** business. The exceptions are I. Emailing any person who has given prior permission or invitation; II. Emailing any person with whom the Brand Ambassador has established a previous business or personal relationship.

B. In all territories where prohibited by law, a Brand Ambassador may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other devices), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.

C. All email or computer broadcasted documents subject to this provision shall include each of the following:

- I. A clear and distinct identification that the email message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
- II. A definite return path or routing information;
- III. The use of legal and proper domain name;
- IV. A clear and obvious notice of the opportunity to decline to receive further commercial email messages from the sender;
- V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
- VI. The true and correct name of the sender, valid senders email address, and a valid sender physical address;
- VII. The date and time of the transmission;

- VIII. Upon notification by the recipient of his or her request not to receive further emailed documents, a **iii International** Brand Ambassador shall not transmit any further materials to that recipient.
- D. All email or computer broadcasted documents subject to this provision shall not include any of the following:
- I. Use of any third-party domain name without permission;
 - II. Sexually explicit materials.

9.4 Internet, Social Networking Sites, and Third-Party Website Restrictions

A. A Brand Ambassador may not use or attempt to register any of **iii International** trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, email addresses, web pages, or blogs.

B. A **iii International** Brand Ambassador may not sell **iii International** products, services, or offer the Business Opportunity using "online auctions," such as eBay®, Amazon, and any other 3rd party e-commerce sites.

C. **iii International** products may not be displayed with other products or services.

D. You are permitted to use social networking sites to share information about the **iii International** business, opportunity, and products. However, these sites cannot be used to sell **iii International**'s products where the transaction takes place on that platform. The only online environment in which sales of **iii International** may be made is through the Brand Ambassador replicated website.

E. While using social media, you must comply with the following guidelines:

- I. Profiles a brand Ambassador generates in any social community where **iii International** is discussed or mentioned must clearly identify the Brand Ambassador as **iii International** Brand Ambassador. For example:
 - i. [Brand Ambassador's name/Team Name] Independent **iii International** Brand Ambassador;
 - ii. [Brand Ambassador's name/Team Name] Independent Brand Ambassador of **iii International** products and services;
 - iii. @**iii International** by [Brand Ambassador's name/Team Name];
 - iv. [Brand Ambassador's replicated site name] Independent **iii International** Brand Ambassador
- II. If Brand Ambassador participates in social networking communities, Brand Ambassador must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. The determination of what is inappropriate is at the sole discretion of **iii International**, and offending Brand Ambassador will be subject to disciplinary action.
- III. Banner ads and images used on these sites must be current and must come from the **iii International** approved library and be produced only by **iii International**-approved vendors. If a link is provided, it must link to the posting Brand Ambassador's replicated website.
- IV. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Brand Ambassador will be subject to disciplinary action.

- V. If you are utilizing social media in the form of a social media group (for example, Facebook Groups) the group status should be set to private, closed or secret, Brand Ambassador should not use Public groups.
- VI. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, inaccurate or misleading postings relating to the **iii International** income opportunity, **iii International's** products and services, or your biographical information and credentials.
- VII. Brand Ambassadors are personally responsible for their postings and all other online activity that relates to **iii International**. Therefore, even if a Brand Ambassador does not own or operate a blog or Social Media site, if a Brand Ambassador posts to any such website that relates to **iii International** or which can be traced to **iii International**, the Brand Ambassador is responsible for the posting. Brand Ambassador are also responsible for postings that occur on any blog or Social Media site that the Brand Ambassador owns, operates, or controls.
- VIII. As a **iii International** Brand Ambassador, it is essential not to converse with any person who places a negative post against you, other Brand Ambassador, or **iii International**. Report negative posts to **iii International** at compliance@threeinternational.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 **iii International**, and therefore damages the reputation and goodwill of **iii International**.
- IX. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, **iii International**, therefore, reserves the sole and exclusive right to classify specific Social Media sites as third-party websites and require that Brand Ambassador using, or who wish to use, such sites adhere to the **iii International** policies relating to third-party websites.
- X. If your **iii International** business is canceled for any reason, you must discontinue using the **iii International** name, and all **iii International** 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 **iii International** Brand Ambassador, you must conspicuously disclose that you are no longer an independent **iii International** Brand Ambassador.
- XI. **iii International** reserves the right to require the administrator of any and all social media pages or groups associated with **iii International** to provide moderator privileges to **iii International's** Compliance Department.

F. Brand Ambassador may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Brand Ambassador create or leave, must be useful, unique, relevant, and specific to the blog's article.

G. Failure to comply with these Policies for conducting business online may result in the Brand Ambassador losing their right to advertise and market **iii International** products, services, and **iii International's** business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

9.5 Advertising and Promotional Materials

A. You may not advertise any **iii International** products or services at a price LESS than the highest Company published, established retail price of ONE offering of the **iii International** product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.

- B. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- C. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the **iii International** Compliance department.
- D. All requests for approvals with respect to advertising must be directed in writing to the **iii International** Compliance department.
- E. Blind ads are not permitted.

9.6 Testimonial Permission

By signing the **iii International** Brand Ambassador Agreement, a Brand Ambassador gives **iii International** permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the **iii International** Business Opportunity, a Brand Ambassador waives any right to be compensated for the use of his or her testimonial or image and likeness even though **iii International** may be paid for items or sales materials containing such image and likeness. In some cases, a Brand Ambassador's testimonial may appear in another Brand Ambassador's advertising materials.

9.7 Telemarketing – Limitations

A. A **iii International** Brand Ambassador must not engage in telemarketing in relation to the operation of the Brand Ambassador's **iii International** business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of **iii International** products or service or to recruit them for the **iii International** opportunity.

B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") 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.

C. While a Brand Ambassador may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Brand Ambassador to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).

D. "Cold calls" or "state-to-state calls" made to prospective Customers, or Brand Ambassador that promote either **iii International** products, services or the **iii International** opportunity is considered telemarketing and is prohibited.

E. Exceptions to Telemarketing Regulations

A **iii International** Brand Ambassador may place telephone calls to prospective Customers, or Brand Ambassador under the following limited situations:

- I. If the Brand Ambassador has an established business relationship with the prospect;
- II. In response to the prospect's personal inquiry or application regarding a product or service offered by

the **iii International** Brand Ambassador, within three (3) months immediately before the date of such a call;

- III. If the Brand Ambassador receives written and signed permission from the prospect authorizing the Brand Ambassador to call;
- IV. Suppose the call is to family members, personal friends, and acquaintances. However, if a Brand Ambassador makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;
- V. **iii International** Brand Ambassador engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.

F. A Brand Ambassador shall not use automatic telephone dialing systems in the operation of his or her **iii International** businesses.

G. Failure to abide by **iii International** policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Brand Ambassador’s Brand Ambassadorship, up to and including termination of the Brand Ambassadorship.

H. By signing the Brand Ambassador Agreement, or by accepting commission checks, other payments or awards from, a Brand Ambassador gives permission to **iii International** and other Brand Ambassador to contact them as permitted under the Federal Do Not Call regulations.

I. In the event a Brand Ambassador violates this section, **iii International** reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

A. A **iii International** Brand Ambassador is authorized to sell **iii International** products and services to Customers and Brand Ambassador only in the countries in which **iii International** is authorized to conduct business, according to the Policies and Procedures of each country. **iii International** Brand Ambassador may not sell products or services in any country where **iii International** products and services have not received applicable government authorization or approval.

B. A Brand Ambassador may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers or Brand Ambassador, nor conduct any other activity for the purpose of selling **iii International** products and services, establishing a sales organization, or promoting the **iii International** business opportunity.

11.0 CHANGES TO A BRAND AMBASSADOR BUSINESS

11.1 Modification of the Brand Ambassador Agreement

A **iii International** Brand Ambassador may modify his or her existing Brand Ambassador Agreement (i.e. add a Spouse or Ambassador to the account, or change the form of ownership from an individual to a Business Entity owned by the Brand Ambassador) by submitting a written request, accompanied by a new Brand Ambassador Agreement and the Business Registration Form, if applicable, completed with original signatures (not a “crossed out” or “white-out” version of the first Agreement, and any appropriate supporting documentation.

11.2 Change Sponsor or Placement for Active Brand Ambassador

A. Maintaining the integrity of the organizational structure is mandatory for the success of **iii International** and our independent Brand Ambassador. As such, under exceptional circumstances at the discretion of the Company, a request to change placement may only be made within the first three (3) days of initial enrollment as a Brand Ambassador. Furthermore, such changes may only occur within the same organization.

B. Sponsors may make “Placement changes” from one Brand Ambassador to another for personally Sponsored (frontline) Brand Ambassador during the first three (3) days of enrollment.

C. New Brand Ambassador or their original Sponsor may request a change of Sponsor or Placement within the first three (3) days of enrollment for the purpose of structuring an organization. The new Brand Ambassador Agreement must be received within the calendar month for commission calculations to be effective with the requested change.

D. To change or correct the Sponsor, a Brand Ambassador current sponsor must email compliance@threeinternational.com. Email must come from the current sponsor email address registered on the Brand Ambassador account.

E. Upon approval, the Brand Ambassador’s downline, if any, will transfer with the Brand Ambassador.

F. If one transfer has already been made, a \$20 fee will be assessed for the second and for each transfer thereafter.

G. After the first three (3) days from initial enrollment, **iii International** will honor the Sponsor/Placement as shown: I. On the most recently signed Brand Ambassador Agreement on file; or II. Self-enrolled on the website (i.e., electronically signed Web Agreement).

H. **iii International** retains the right to approve or deny any requests to change Sponsor or Placement and to correct any errors related thereto at any time and in whatever manner it deems necessary.

11.3 Change Sponsor or Placement for Inactive Brand Ambassador

A. At the discretion of **iii International**, Brand Ambassador who did not participate in an auto-ship or have not ordered products or services for at least six (6) months, and who have not tendered a letter of resignation, are eligible to re-enroll in **iii International** under the Sponsor/Placement of their choice.

- B. Upon written notice to **iii International** that a former Brand Ambassador wishes to re-enroll, **iii International** will close the original account. A new **iii International** ID number will then be issued to the former Brand Ambassador.
- C. Such Brand Ambassador does not retain former rank, downline, or rights to commission checks from his or her previous organizations.
- D. **iii International** reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

11.4 Change Organizations

- A. If a **iii International** Brand Ambassador wishes to transfer organizations, he or she must submit a letter of resignation to the **iii International** Customer Service department and remain inactive (place no orders, or be on an auto-ship) with or in **iii International** for six (6) months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.
- B. **iii International** retains the right to approve or deny any request to re-enroll after a Brand Ambassador's resignation.
- C. If re-enrollment is approved, the former Brand Ambassador will be issued a new **iii International** ID number and will be required to submit a new Brand Ambassador Agreement. The Brand Ambassador will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization.
- D. Transfers may not be done outside of the original organization.

11.5 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding, or engaging in unhealthy competition in trying to acquire a prospect or new Brand Ambassador from another Brand Ambassador or influencing another Brand Ambassador to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the **iii International** Compliance department within the first 90 days of enrollment. If the reports are substantiated, **iii International** may transfer the Brand Ambassador or the Brand Ambassador's downline to another sponsor, placement, or organization without approval from the current upline Sponsor or Placement Brand Ambassador. **iii International** remains the final authority in such cases.
- C. **iii International** prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the **iii International** compensation system or the marketing plan in order to trigger commissions or cause a promotion off a downline Brand Ambassador in an unearned manner. One example of stacking occurs when a sponsor places participant under an inactive downline without his or her knowledge in order to trigger unearned qualifications for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals and entities found to be directly involved.
- D. Should Brand Ambassador engage in solicitation or enticement of members of another direct sales company to sell or distribute **iii International** products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Brand Ambassador alleging that they

engaged in the inappropriate recruiting activity of another company's salesforce or Customers, **iii International** will not pay any of Brand Ambassador's defense costs or legal fees, nor will **iii International** indemnify the Brand Ambassador for any judgment, award, or settlement.

11.6 Sell, Assign, or Delegate Ownership

A. In order to preserve the integrity of the hierarchical structure, it is necessary for **iii International** to place restrictions on the transfer, assignment, or sale of a Brand Ambassadorship.

B. A **iii International** Brand Ambassador may not sell or assign his or her rights or delegate his or her position as a Brand Ambassador without achieving the rank of 4Star or higher. A **iii International** Brand Ambassador who has reached the rank of 4star or higher must obtain prior written approval by **iii International**, which consent will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such permission may be voided at the discretion of **iii International**.

C. Should the sale be approved by **iii International**, the Buyer assumes the position of the Seller at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquired the Seller's Downline.

D. To request corporate authorization for a sale or transfer of a **iii International** Brand Ambassadorship, the following items must be submitted to the **iii International** Compliance department;

- I. A Sale/Transfer of Brand Ambassadorship Forms adequately completed with the requisite signatures.
- II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
- III. A **iii International** Brand Ambassador Agreement completed and signed by the Buyer;
- IV. Payment of the \$100 administration fee;
- V. Any additional supporting documentation requested by **iii International**.

E. Any debt obligations that either Seller or Buyer may have with **iii International** must be satisfied prior to the approval of the sale or transfer by **iii International**.

F. A **iii International** Brand Ambassador who sells his or her Brand Ambassadorship is not eligible to re-enroll as a **iii International** Brand Ambassador in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.7 Separating a **iii International** Business

A. Pending a divorce or dissolution of a Ambassadorship or other business entity, the parties must adopt one of the following methods of operation:

- I. One of the parties may, with the written consent of the other(s), operate the **iii International** business whereby the relinquishing spouse, shareholders, Ambassadors, members or trustees authorize **iii International** to deal directly and solely with the other spouse, non-relinquishing shareholder, Ambassador, member or trustee;
- II. The parties may continue to operate the **iii International** business jointly on a "business as usual" basis, whereupon all compensation paid by **iii International** will be paid in the name designated as the Brand

Ambassador or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, **iii International** will pay compensation to the name on record, and in such an event, the Brand Ambassador named on the account shall indemnify **iii International** from any claims from the other business owner(s) or the other spouse with respect to such payment.

B. **iii International** recognizes only one Downline Organization and will issue only one commission check per **iii International** business per commission cycle. Under no circumstances will the downline of an organization be divided, nor will **iii International** split commission or bonus checks.

C. If a relinquishing Spouse, Ambassador, or owner of the business has wholly relinquished ("Relinquishing Party"), in writing, all rights to the original **iii International** business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Brand Ambassador or active Customer in the former organization and must develop new business in the same manner as any other new **iii International** Brand Ambassador. A Brand Ambassador in the Relinquishing Party's previous downline wishes to transfer to the Relinquishing Party's new organization or to any other organization must comply with the requirements in Section 11.4.

11.8 Succession

A. Upon the death or incapacity of a Brand Ambassador, the Brand Ambassador's business may be passed on to his or her legal successors in interest(successor). Whenever a **iii International** business is transferred by a will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Brand Ambassador's sales organization. The successor must:

- I. Complete and sign a new **iii International** Brand Ambassador Agreement;
- II. Comply with the Terms and provisions of the Brand Ambassador Agreement;
- III. Meet all the qualifications for the last rank achieved by the former Brand Ambassador.

B. Bonus and commission checks of a **iii International** business transferred based on this section will be paid in a single check to the successor. The successor must provide **iii International** with an "address of record" to which all bonus and commission payments will be sent. Payments will be based on the current performance of the Brand Ambassadorship, not the highest rank or volume achieved.

C. If the business is bequeathed to joint devisees (successors), they must form a business entity provide relevant documentation to the Compliance Department. **iii International** will issue all bonus and commission payments the managing business entity only.

D. Appropriate legal documentation must be submitted to the **iii International** Compliance department to ensure the transfer is done correctly. To affect a testamentary transfer of a **iii International** business, the successor must provide the following to **iii International** Compliance department:

- I. A certified copy of the death certificate
- II. A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the **iii International** business.

E. To complete a transfer of the **iii International** business because of incapacity, the successor must provide the

following to the **iii International** Compliance department:

- I. A notarized copy of an appointment as trustee;
- II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the **iii International** business; and
- III. A completed Brand Ambassador Agreement executed by the trustee.

F. If the successor is already an existing Brand Ambassador, **iii International** will allow such Brand Ambassador to keep his or her own Brand Ambassadorship plus the inherited Brand Ambassadorship active for up to six (6) months. By the end of the 6-month period, the Brand Ambassador must have compressed (if applicable), sold, or otherwise transferred either the existing Brand Ambassadorship or the inherited Brand Ambassadorship.

G. If the successor wishes to terminate the **iii International** Brand Ambassadorship, he or she must submit a notarized statement stating the desire to end the Brand Ambassadorship, along with a certified copy of the death certificate, appointment as trustee, or any other appropriate legal documentation.

H. Upon written request, **iii International** may grant a one (1) month bereavement waiver and payout at last "paid as" rank.

11.9 Resignation/Voluntary Termination

A. A Brand Ambassador may immediately terminate his or her Brand Ambassadorship by submitting a written notice or email to the **iii International** Compliance department at compliance@threeinternational.com. The written notice must include the following:

- I. The Brand Ambassador's intent to resign;
- II. Date of resignation;
- III. **iii International** Identification Number;
- IV. Reason for resigning;
- V. Signature.

B. A **iii International** Brand Ambassador may not use resignation as a way to change Sponsor and Placement immediately. Instead, the Brand Ambassador who has voluntarily resigned is not eligible to reapply for a Brand Ambassadorship or have any financial interest in a or any **iii International** business for six (6) months from the receipt of the written notice of resignation.

11.10 Involuntary Termination

A. **iii International** reserves the right to terminate a Brand Ambassador's Brand Ambassadorship for, but not limited to, the following reasons:

- I. Violation of any Terms or Conditions of the Brand Ambassador Agreement;
- II. Violation of any provision in these Policies and Procedures;

- III. Violation of any provision in the Rewards Plan;
- IV. Violation of any applicable law, ordinance, or regulation regarding the **iii International** business;
- V. Engaging in unethical business practices or violating standards of fair dealing; or
- VI. Returning over \$500 worth of products, services, or sales tools for a refund within a twelve (12) month period.

B. **iii International** will notify the Brand Ambassador in writing by email, at his or her last email address on file for the account of its intent to terminate the Brand Ambassador's Brand Ambassadorship and the reasons for termination. The Brand Ambassador will have fifteen (15) calendar days from the date of email notification of such notice to respond in writing to the allegations or claims constituting cause for termination, as stated in the notice. **iii International** will then have thirty (30) calendar days from the date of receipt of the Brand Ambassador's response to render a final decision as to termination.

C. If a decision is made by **iii International** to terminate the Brand Ambassador's Brand Ambassadorship, **iii International** will inform the Brand Ambassador in writing that the Brand Ambassadorship is terminated effective as of the date of the written notification. The Brand Ambassador will then have fifteen (15) calendar days from the date of the mailing of such notice to appeal the termination in writing. **iii International** must receive the Brand Ambassador's written appeal within twenty (20) calendar days of the date of the **iii International** termination letter. If the written appeal is not received within this time period, the termination will be considered final.

D. If the Brand Ambassador does file a timely appeal of termination, **iii International** will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the Brand Ambassador of its decision. The decision of **iii International** is then considered final and not subject to further review.

E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by **iii International**. The former Brand Ambassador shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any **iii International** products or services.

F. The **iii International** Brand Ambassador, who is involuntarily terminated by **iii International**, may not reapply for a Brand Ambassadorship, either under or her present name or any other name or entity, without the express written consent of an officer of **iii International**, following a review by the **iii International** Compliance Committee. In any event, such Brand Ambassador may not reapply for a Brand Ambassadorship for six (6) months from the date of termination.

11.11 Effect of Cancellation

A. Following a Brand Ambassador's cancellation for inactivity, or for voluntary/involuntary termination (collectively, a "cancellation") such Brand Ambassador:

- I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Brand Ambassador's former organization or any other payments in association with the Brand Ambassador's former independent Brand Ambassadorship;

- II. Effectively waives any and all claims to property rights or any interest in or to the Brand Ambassador's former Downline organization;
- III. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancelation, less any amounts withheld during an investigation preceding an involuntary cancelation, and less any other amounts owed to **iii International**.

12. COMPLYING WITH THE CONTRACT (REMEDIES FOR BREACH)

Complying with the **iii International** Contract is essential for preserving a strong and viable business for BRAND AMBASSADORS and **iii International**. BRAND AMBASSADORS and **iii International** each have rights and responsibilities in case of a breach of the **iii International** Contract.

12.1 **iii International's Rights and Responsibilities:**

When **iii International** detects a potential breach of the **iii International** Contract, it will first investigate as appropriate. Before taking enforcement action, **iii International** shall attempt to contact the BRAND AMBASSADOR COUNCIL in an effort to resolve the issue. If the communication does not resolve the issue, **iii International** will seek recommendations from the BRAND AMBASSADOR COUNCIL and may take any enforcement action authorized by the **iii International** Contract including, but not limited to, one or any combination of the following:

12.1.1

A written warning to a BRAND AMBASSADOR, and/or upline or downline in the Line of Sponsorship.

12.1.2

Retraining a BRAND AMBASSADOR, and/or upline or downline BRAND AMBASSADORS in the Line of Sponsorship.

12.1.3

Suspending some or all of the rights of a BRAND AMBASSADOR for a specified period of time, or until certain conditions have been satisfied.

12.1.4

Withdrawing or denying an award, trip, pin recognition or other incentive.

12.1.5

Withholding any monthly or annual bonus or incentive payments. **iii International** will reserve this action for egregious violations of the contract, and will only pursue such action as a last resort.

12.1.6

Compensatory remedies, as applicable.

12.1.7

Transferring a BRAND AMBASSADOR or a group of BRAND AMBASSADORS.

12.1.8 Terminating a BRAND AMBASSADOR's Contract

If a BRAND AMBASSADOR elects to challenge any action taken by **iii International** under this Rule, the BRAND AMBASSADOR shall submit the issue to the Dispute Resolution Procedures described in Rule 14.

12.2 BRAND AMBASSADOR Rights and Responsibilities

If a BRAND AMBASSADOR believes that another BRAND AMBASSADOR has breached the BRAND AMBASSADOR Contract, the BRAND AMBASSADOR first should contact the BRAND AMBASSADOR in question in an effort to resolve the issue. If a BRAND AMBASSADOR believes that **iii International** has breached the BRAND AMBASSADOR Contract, the BRAND AMBASSADOR first shall contact **iii International** in an effort to resolve the issue. If discussion between the BRAND AMBASSADORS or **iii International** does not resolve the issue, the BRAND AMBASSADOR may file a written complaint with **iii International** and copy the BRAND AMBASSADOR COUNCIL. The complaint should explain the issue in as much detail as possible, and include all supporting documents. **iii International** will investigate as appropriate, and refer the matter to the BRAND AMBASSADOR COUNCIL to effectuate an appropriate remedy. Only if the BRAND AMBASSADOR COUNCIL and **iii International** fail to agree on a remedy will **iii International** take enforcement or corrective action under the BRAND AMBASSADOR Contract. If any issue remains unresolved, it shall be submitted to the Dispute Resolution Procedures described in Rule 14.

12.2.1

A BRAND AMBASSADOR who elects to challenge the validity of a Rule or other term of the BRAND AMBASSADOR Contract shall first contact **iii International** in an effort to resolve the issue. If the BRAND AMBASSADOR is not satisfied with **iii International**'s response, the dispute shall be resolved under Rule 14.

12.3 Duty to Cooperate

All BRAND AMBASSADORS are required to respond to inquiries and otherwise cooperate in a timely fashion with any investigation conducted by **iii International**. Failure to respond to inquiries or to otherwise cooperate in a timely fashion is a breach of the BRAND AMBASSADOR Contract and may result in **iii International** taking action against the BRAND AMBASSADOR.

12.4 Non-Waiver

The failure of **iii International** or any BRAND AMBASSADOR to enforce any breach of any provision of the BRAND AMBASSADOR Contract shall not constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of the BRAND AMBASSADOR Contract.

13.0 MODIFICATION OF THE BRAND AMBASSADOR CONTRACT

iii International may modify the BRAND AMBASSADOR Contract in accordance with the following procedures.

13.1

Any changes to Rules 12 and 14 require mutual agreement of the BRAND AMBASSADOR and **iii International**. For all other Rules, final decision-making authority on amendments to the BRAND AMBASSADOR Contract rests with **iii International**. **iii International** will, prior to final action, submit to the BRAND AMBASSADOR for discussion, evaluation, and recommendation all changes in the BRAND AMBASSADOR Contract that materially affect BRAND AMBASSADOR.

13.2

iii International will notify BRAND AMBASSADOR of the proposed changes subject to Rules 12 and 14 by making them available to review by logging on to www.threeinternational.com and solicit comments from BRAND AMBASSADOR concerning the proposed changes. **iii International** and the BRAND AMBASSADOR will consider any comments submitted during the 30 days following such notice. The proposed changes shall become effective 15 days after the end of the comment period, unless **iii International** makes further modifications, after consultation with the BRAND AMBASSADOR COUNCIL (and agreement in the case of Rule 11). **iii International** shall provide notice of any such further modifications on www.threeinternational.com 15 days prior to the effective date of such further modifications. These time periods may be shortened when it is necessary for a particular change to comply with a new law or other government mandate, to protect BRAND AMBASSADOR from serious financial harm, or to protect the integrity of the Plan. Rule changes have prospective effect only.

13.3

A BRAND AMBASSADOR or Prospect may apply for a variance from certain rules or provisions of the BRAND AMBASSADOR CONTRACT. An Application for variance shall be submitted concurrently to the BRAND AMBASSADOR COUNCIL and **iii International** and shall state in detail nature the request and the basis for the request as well as any supporting documentation. Each such variance will be addressed on a case by case basis considering all necessary and relevant facts and circumstances of each particular situation. Neither the BRAND AMBASSADOR nor **iii International** has the authority to waive contractual provisions between the BRAND

AMBASSADOR or a Prospect and another company or entity. It is the responsibility of the BRAND AMBASSADOR or Prospect to respect their own legal obligation(s) with other companies or entities and neither **iii International** nor the BRAND AMBASSADOR agrees to indemnify any BRAND AMBASSADOR or Prospect from legal judgements, awards or attorneys' fees unless specifically agreed to in writing signed by the respective indemnitee and indemnitor.

13.4

Prior to the effective date of any proposed Rule change, any BRAND AMBASSADOR who is unwilling to accept a Rule change can, if he or she wishes, provide notice of his/her intent to resign from the **iii International** business on the effective date of the Rule change. Unless the proposed Rule change is withdrawn, the BRAND AMBASSADOR's resignation will become effective, and **iii International** will refund a pro rata share of the BRAND AMBASSADOR's registration or renewal fee for that year. The resigning BRAND AMBASSADOR may sell his or her business in accordance with transfer rules set forth in the BRAND AMBASSADOR.

14.0 DISPUTE RESOLUTION PROCEDURES

Disputes arising out of or relating to a BRAND AMBASSADOR, the Plan or all other terms of the BRAND AMBASSADOR Contract, including, but not limited to, any state or federal statutory or common law claims, as well as disputes involving Business Support Tools ("Disputes") shall be resolved in accordance with this Rule. The dispute resolution procedures in this Rule apply to Disputes involving the following parties: (1) a BRAND AMBASSADOR, a former BRAND AMBASSADOR, or any such BRAND AMBASSADOR's officers, directors, agents, or employees (collectively referred to as "BRAND AMBASSADORS" for purposes of this Rule); and **iii International**, and any parent, subsidiary, affiliate, predecessor, or successor thereof, or any of their officers, directors, agents, or employees (collectively referred to as "**iii International**" for purposes of this Rule). BRAND AMBASSADOR and **iii International**, are collectively referred to for purposes of this Rule as the "Party" or "Parties". This Rule is reciprocal and applies to all of the Parties.

The only exception to this rule is when a claim made by a BRAND AMBASSADOR or **iii International** is for a debt on account for product or services offered through or by **iii International** to or on behalf of the BRAND AMBASSADOR, and the only Parties to that claim are **iii International** and the BRAND AMBASSADOR, and the total value of the claim is less than \$10,000.00. In such cases the BRAND AMBASSADOR or **iii International** may elect to pursue the claim in any court of competent jurisdiction including small claims court. In all other cases the Parties will resolve the Dispute as provided for under these Rules, up to and including Binding Arbitration if necessary.

14.1 Amendment Only With BRAND AMBASSADOR COUNCIL Consent

This Rule and its subparts shall be amended only by mutual agreement between **iii International** and the BRAND AMBASSADOR COUNCIL, and such amendments shall not be retroactively applied to any dispute known to **iii International** or the BRAND AMBASSADOR COUNCIL at the time of amendment.

14.2 Temporary or Preliminary Injunctive Relief

Nothing in these Rules prevents the Parties from seeking temporary or preliminary injunctive or other relief from a court of competent jurisdiction, notwithstanding the Parties' obligation to participate in the Mediation process or Binding Arbitration under Rule 11.

14.3 Confidentiality

The Parties, when involved in the dispute resolution process in any manner, will not disclose to any other person not directly involved in the dispute resolution process: (a) the substance of, or basis for, the Dispute; (b) the content of any testimony or other information obtained through the dispute resolution process; or (c) the resolution (whether voluntary or not) of any matter that is subject to the dispute resolution process. However, nothing in these Rules shall preclude any one of the Parties from, in good faith, investigating a claim or defense, including interviewing witnesses and otherwise engaging in discovery.

14.4 Non-Binding Mediation

The Mediation process comprises two stages: Facilitative Mediation and a Hearing Panel, both of which are non-binding. The Mediation process is reciprocal and applies to all Parties. The Parties to a Dispute shall engage in the Mediation process set forth in this Rule 14 prior to proceeding to Binding Arbitration pursuant to Rule 15; however, in Disputes where an BRAND AMBASSADOR is a Party, the BRAND AMBASSADOR may, at the BRAND AMBASSADOR's sole discretion, opt out of the Mediation process at any time, before or during either the Facilitative Mediation or Hearing Panel stages, and may instead proceed directly to Binding Arbitration.

The Party first seeking resolution of a Dispute shall commence Facilitative Mediation, subject to a BRAND AMBASSADOR's ability to opt out of the Mediation process as described above, by providing a Request for Mediation to the other affected Parties and, in any Dispute, the **iii International**. In cases where the BRAND AMBASSADOR will be involved in the Mediation process, a copy of the Request for Mediation will also be given to the BRAND AMBASSADOR COUNCIL and the BRAND AMBASSADOR COUNCIL Hearing Panel Chairperson.

14.4.1 Facilitative Mediation

In the event that a Facilitative Mediation takes place, the BRAND AMBASSADOR provides experienced BRAND AMBASSADORS who are available to serve as mediators ("BRAND AMBASSADOR COUNCIL Mediator").

14.4.1.1

In cases where only BRAND AMBASSADOR and **iii International** are Parties to the Dispute and one or more BRAND AMBASSADOR involved in the Dispute have not opted out of the Mediation process pursuant to Rule 11.4, an BRAND AMBASSADOR COUNCIL Mediator will serve and conduct a Facilitative Mediation with the Parties, unless one or more BRAND AMBASSADORS involved in the Dispute objects to an BRAND AMBASSADOR COUNCIL Mediator. In that case, the Facilitative Mediation will take place with an independent neutral mediator acceptable to all Parties. **iii International** can provide a list of possible mediators, but the Parties are not obligated to agree to any mediator on that list.

14.4.1.3

In all instances where the Parties cannot agree on a mediator within ten business days of receiving the Request for Mediation, any Party upon notice to any other Party involved in the Dispute may request the American Arbitration Association (AAA) to select a mediator.

14.4.1.4

iii **International** will pay the reasonable fees of the mediator for up to one full day.

14.4.1.5

The Facilitative Mediation shall take place within 30 days of selection of a mediator. The Parties may agree to extend this date by 30 days. The mediator may extend the deadline an additional 30 days upon the request of a Party (for a total of no more than 90 days from the date of the selection of a mediator).

14.4.1.6

The Facilitative Mediation proceeding is confidential and not open to the public; but any participant may, if he or she chooses, be accompanied by an attorney or another personal representative, such as an upline BRAND AMBASSADOR or a friend or family member, as long as the representative agrees to the confidentiality obligations set forth in Rule 14.3.

14.4.1.7

All Parties who receive notice of the Facilitative Mediation are required to participate, subject to a BRAND AMBASSADOR's ability to opt out of the Mediation process pursuant to Rule 14.4. The Parties are strongly encouraged to attend the Facilitative Mediation in person, but are not required to do so. Should the Parties choose to attend in person, they are responsible for their own expenses. Failure by iii **International** or any disputing BRAND AMBASSADOR to participate in good faith is a breach of the BRAND AMBASSADOR Contract, and the Party found to be in breach shall reimburse the other Parties for any expense directly caused by the breach, as determined by the mediator.

14.4.1.8

The mediator shall within 5 business days following the Facilitative Mediation provide the Parties with a written statement summarizing any agreement between the Parties resolving their Disputes and, for any Dispute not settled, declaring that the Parties are at an impasse. The mediator may, at his/her discretion, recommend a resolution for any Dispute not settled in the Facilitative Mediation. Within 5 business days of receiving this summary, each Party shall state in writing whether or not it agrees with any recommendation by the mediator, in whole or in part.

14.4.2

Hearing Panel: If any part of the Dispute is not resolved by Facilitative Mediation under Rule 14, any BRAND AMBASSADOR who is a Party to the remaining Dispute may request a Hearing Panel, subject to the BRAND AMBASSADOR's ability to opt out of the Mediation process pursuant to Rule 14.

14.4.2.1

A Request for Hearing Panel must be presented to the **iii International** or the Hearing Panel Chairperson within 30 days after the mediator's written statement pursuant to Rule 14. Upon receipt of a request, the matter is scheduled for the next Hearing Panel session, which shall be not more than 60 days following the request. All Parties who receive notice of the hearing are required to participate, subject to an BRAND AMBASSADOR's ability to opt out of the Mediation process pursuant to Rule 14, unless excused by the Hearing Panel Chairperson or his/her designee. The Parties are strongly encouraged to attend the hearing in person, but are not required to do so. Should the Parties choose to attend in person, they are responsible for their own expenses.

14.4.2.2

The BRAND AMBASSADOR COUNCIL selects the Hearing Panel Chairperson, three additional Panel members, and alternates who may serve on the Hearing Panel. The Hearing Panel Chairperson will confirm that no Panel member presents a conflict of interest with respect to the matters over which the Panel presides. Once selected, the Panel members are barred from discussing the Dispute with anyone before the date of the hearing. Each Panel member and the Parties involved receive a copy of the entire Dispute file.

14.4.2.3

The Parties shall exchange all documents on which they intend to rely during the hearing at least 3 days in advance of the hearing. In addition, Parties must submit to the Panel all documents on which they intend to rely in proving or defending their claim at least 3 days in advance of the hearing. If a Party does not submit such documents in a timely fashion, the Hearing Panel Chairperson may in his or her discretion refuse to allow their introduction.

14.4.2.4

The Chairperson of the Panel is empowered to control the conduct of the hearing, and to have authorized persons administer an oath to any witness. The rules of evidence do not apply.

14.4.2.5

When a voluntary resolution does not occur, the Hearing Panel, within 30 days following completion of the hearing, will issue to the Parties and **iii International** a written statement of facts and a non-binding recommendation for resolution, including, if appropriate, the imposition of certain sanctions. Within 14 days of receiving that recommendation each Party shall inform the Panel and the other Parties in writing whether that Party: (a) accepts the recommended resolution in its entirety; (b) accepts some specific portions of the recommended resolution and

rejects the others; or (c) rejects the recommended resolution in its entirety. Any Party may demand arbitration of any unresolved Dispute under Rule 14.

14.5 Binding Arbitration

The parties shall submit any Disputes that were not resolved through the Mediation process described herein to Binding Arbitration in accordance with this Rule 14.5 et seq.

14.5.1

The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. The Parties acknowledge that this Binding Arbitration agreement is made pursuant to a transaction involving interstate commerce, and agree that the Federal Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the Binding Arbitration agreement, arbitration rules and arbitration proceedings.

14.5.4 Commencement of Arbitration

The complaining Party may file a demand for arbitration with the American Arbitration Association (“AAA”). The arbitration will be commenced and conducted in accordance with the AAA fee schedules and commercial arbitration rules and this Rule 14. If there is any conflict between the AAA arbitration rules and this Rule, Rule 14 shall apply. The commercial arbitration rules and information about initiating an arbitration may be obtained by (1) contacting AAA at 800-778-7879 or visiting www.adr.org/Rules.

14.5.4.1

If a BRAND AMBASSADOR demands arbitration against **iii International** and the BRAND AMBASSADOR’s claim is less than \$10,000 **iii International** will pay for all applicable fees of AAA for initiating and administering the arbitration and the reasonable fees for the arbitrator for up to two days. If the BRAND AMBASSADOR’s claim exceeds \$10,000, applicable AAA fees for initiating and administering the arbitration and reasonable fees for the arbitrator shall be borne by the Parties equally.

14.5.5 Limitations

Unless prohibited by law, demand for arbitration by any Party shall be made within two years after the claim arose, but in no event after the date when the initiation of legal proceedings would have been barred by the applicable statute of limitations. The two-year period or any shorter statutory limitations period shall be tolled during the Mediation process described in Rule 14.4, provided that the Mediation process shall not revive any limitations period that has expired before the time a Party invokes Rule 14.

14.5.6 Single Arbitrator

Unless all Parties to the arbitration agree otherwise, a single arbitrator shall be chosen, and Arbitrator candidates must have at least five years’ experience as an attorney, a state or federal judge or as a full-time ADR professional.

14.5.7 Arbitrability Issues to Be Decided By Arbitrator

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

14.5.8 Award

The arbitrator's award shall be limited to deciding the rights and responsibilities of the Parties in the specific dispute being arbitrated. The arbitrator's award shall have no collateral estoppel effect in any other proceeding. The arbitrator shall not provide a statement of reasons for his or her award unless requested to do so by any Party.

14.5.9 Consolidation

Similar claims involving multiple Parties may be consolidated before a single arbitrator if all Parties agree. The arbitrator will decide any disputed consolidation issues.

14.5.10 Severability

If any provision of these Policies and Procedures is found to be invalid or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision had never comprised a part of these Policies and Procedures.

14.5.11 Waiver

Only an officer of **iii International** can, in writing, affect a waiver of the **iii International** Policies and Procedures. **iii International's** waiver of any breach by a Brand Ambassador shall not affect **iii International's** rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Brand Ambassador. The existence of any claim or cause of action of a Brand Ambassador against **iii International** shall not constitute a defense to **iii International** enforcement of any term or provision of these Policies and Procedures.

14.5.12 Successors and Claims

The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15.0 GOVERNING LAW

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Utah and the exclusive jurisdiction of the United States courts.

16.0 iii INTERNATIONAL GLOSSARY OF TERMS ACTIVE

BRAND AMBASSADOR: A Brand Ambassador who satisfies the minimum volume requirements, as set forth in the Rewards Plan, to ensure that they are eligible to receive bonuses and commissions. **AGREEMENT:** The contract between the Company and each Brand Ambassador; includes the Brand Ambassador Agreement, the iii International Policies and Procedures, and the iii International Rewards Plan, all in their current form and as amended by iii International in its sole discretion. These documents are collectively referred to as the “Agreement.”

CANCEL: The termination of a Brand Ambassador’s business. Cancellation may be either voluntary, involuntary, or non-renewal.

REWARDS PLAN: The guidelines and referenced literature for describing how Brand Ambassador can generate commissions and bonuses.

CUSTOMER: A Customer who purchases iii International products and does not engage in building a business or retailing product.

BRAND AMBASSADOR: An individual, who purchases products, generates retail sales and business building commissions.

LINE OF SPONSORSHIP: A report generated by iii International that provides critical data relating to the identities of Brand Ambassador, sales information, and enrollment activity of each Brand Ambassador’s organization. This report contains confidential and trade secret information that is proprietary to iii International.

ORGANIZATION: The Customers and Brand Ambassador placed below a particular Brand Ambassador.

OFFICIAL iii International MATERIAL: Literature, audio or video, and other materials developed, printed, published, and distributed by iii International to Brand Ambassador.

PLACEMENT: Your position inside your Sponsor’s organization.

RECRUIT: For purposes of the iii International Conflict of Interest Policy, the term “Recruit” means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another iii International Brand Ambassador or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE: Products shall be deemed “resalable” if each of the following elements is satisfied: (i) they are unopened and unused; (ii) original packaging and labeling have not been altered or damaged; (iii) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and (iv) the product contains current iii International labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SPONSOR: A Brand Ambassador who enrolls a Customer, Retailer, or another Brand Ambassador into the Company and is listed as the Sponsor on the Brand Ambassador Agreement. The act of enrolling others and training them to become Brand Ambassador is called “sponsoring.”

UPLINE: This term refers to the Brand Ambassador or Brand Ambassador above a particular Brand Ambassador in a sponsorship line up to the Company. It is the line of sponsors that links any specific Brand Ambassador to the Company.