

POLICIES AND PROCEDURES

TABLE OF CONTENTS

1.0	INTRODUCTION	1
2.0	BASIC PRINCIPLES	5
3.0	iii International BRAND AMBASSADOR RESPONSIBILITIES	9
4.0	ORDERING.....	21
5.0	PAYMENT OF COMMISSIONS & BONUSES.....	23
6.0	RETURN POLICY AND PROCESS	25
7.0	PRIVACY POLICY	25
8.0	PROPRIETARY INFORMATION AND TRADE SECRETS	26
9.0	ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS.....	27
10.0	INTERNATIONAL MARKETING.....	35
11.0	CHANGES TO A BRAND AMBASSADOR BUSINESS.....	36
12.0	INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (THE “INDIVIDUAL ARBITRATION AGREEMENT”)	44
13.0	GOVERNING LAW AND VENUE	49
14.0	CLASS ACTION WAIVER.....	50
15.0	MISCELLANEOUS.....	50
16.0	iii International GLOSSARY OF TERMS	50

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 Ambassadors 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 Ambassadors 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 Ambassadors 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

INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER NOTICE: THE AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BY AGREEING TO THE AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, CAREFULLY CONSIDERED, AND UNDERSTAND ALL OF THE PROVISIONS OF THE INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, AND THAT YOU EXPRESSLY AGREE TO BE BOUND THEREBY.

- A. The term "Agreement" refers collectively to: (1) these Policies and Procedures; (2) the Brand Ambassador Agreement; and (3) the Rewards Plan, all of which are incorporated into the Agreement and made part of it as if restated in full. Except as expressly provided herein, in the event of a conflict between any document in the Agreement, the following order of priority shall control: first these Policies and Procedures, then the Brand Ambassador Agreement, and then the Rewards Plan.
- B. The Agreement constitutes the final, exclusive, and complete agreement between you and Company regarding the subject matter hereof and supersedes all agreements, communications, understandings, and course of dealings between you and Company. You agree that Company has not made and is not making any representations or warranties whatsoever regarding the subject matter of the Agreement, express or implied, except as explicitly stated in the Agreement, and that you are not relying on and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties in the Agreement.

- C. Company may amend the Agreement from time to time. A Brand Ambassador's continuation of their iii business, acceptance of bonuses or commissions, purchase of iii products, or access to or use of the Brand Ambassador backoffice tools constitutes acceptance of the amended Agreement. Unless expressly agreed to by a Brand Ambassador, amendments shall not be retroactive to conduct that occurred prior to the effective date of the amendment. Company reserves the right to terminate the Agreement of any Brand Ambassador that does not agree to an Amendment.
- D. Brand Ambassadors agree to provide a valid email address and shall be responsible for making sure that the email address on file with Company is up to date at all times. Brand Ambassadors may update their email address at any time through their Back Office, and/or they may promptly contact the Compliance Department at compliance@iii.earth for assistance with updating their email address.
- E. 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.
- F. If any provision of the Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible. This provision shall survive the expiration or termination of the Agreement for any reason.

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 Ambassadors 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 federal, state, and 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 the iii International Compliance Department by writing to compliance@iii.earth.

1.4 Changes, Amendments, and Modifications

- A. Because federal, state, and 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 Ambassadors have access to current Policies, information, and materials. This provision does NOT apply to the arbitration clause found in Section 12, 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 immediately upon being posted in the iii Back Office, iii Enrollment Page, or any other official iii website, publication, communication, or marketing material designated by the Company. Upon such posting, the updated Policies and Procedures shall automatically supersede and replace all prior versions of the Policies and Procedures (the “Prior Policies”), which shall immediately cease to have any force or effect. By continuing as a Brand Ambassador, maintaining a Brand Ambassador account, purchasing products, participating in the Rewards Plan, or otherwise engaging in any Company-related activities after such posting, each Brand Ambassador shall be deemed to have reviewed, accepted, agreed to, and be bound by the updated Policies and Procedures without the need for any further notice, acknowledgment, signature, or consent..

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 state 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;
 - IV. Not be a iii employee, the spouse of a iii employee, or related to an employee of iii and living in the same household as such iii 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 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.
- B. iii 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 within fourteen (14) days of iii'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 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 products and services;
- II. Promote and sell iii products and services;
- III. Sponsor new Brand Ambassadors and Customers in the United States and in countries where iii 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. iii 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 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 Ambassadors must renew their Brand Ambassador Agreement each year by paying an annual renewal (\$29.95) 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 reactivates 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 business for six (6) months following the expiration of the Brand Ambassador Agreement.
- E. Continued purchases, orders, acceptance of commissions, or participation in the iii's programs following the expiration of a Brand Ambassador Agreement shall constitute the participant's acknowledgment and acceptance of, and agreement to be bound by, the then-current Brand Ambassador Agreement, Policies and Procedures, and the iii Rewards Plan, as amended from time to time. Notwithstanding the foregoing, the Company reserves the right, in its sole discretion, to suspend, terminate, or decline to renew any Brand Ambassador Agreement if the participant fails to complete any required renewal process, submit required documentation, pay applicable renewal fees, or otherwise satisfy the Company's renewal requirements. Continued purchases or participation shall not obligate the Company to renew or continue the contractual relationship.

2.6 Business Entities

- A. A corporation, Ambassadorship, LLC, or trust (collectively referred to as a "Business Entity") may apply to be a iii 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 must receive these documents within fourteen (14) days from the date the Brand Ambassador Agreement was signed.

2.7 Independent Business Relationship; PAGA Waiver; Indemnification for Actions

- A. Brand Ambassador agrees that Brand Ambassador is an independent contractor and expressly not an employee of iii or a purchaser of a franchise or business opportunity. Each Brand Ambassador's success depends on his or her independent efforts.
- B. The Agreement between iii and its Brand Ambassador does not create an employer/employee relationship, agency, Ambassadorship, or joint venture between iii and the Brand Ambassador.

- C. A iii Brand Ambassador shall not be treated as an employee of iii for any purposes, including, without limitation, for federal or state tax purposes. All Brand Ambassadors are responsible for paying local, state, and federal taxes due from all compensation earned as a Brand Ambassador of iii. Any other compensation received by Brand Ambassador from iii will be governed by applicable U.S. tax laws (or the tax laws of any other relevant jurisdiction). The Brand Ambassador has no express or implied authority to bind iii to any obligation or to make any commitments by or on behalf of iii. 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 State, Federal and Provincial laws.
- D. To the fullest extent permitted by law, Brand Ambassador agrees that any claim asserted under the California Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698 et seq., shall be subject to the dispute resolution and arbitration provisions contained in this Agreement, including any representative action waiver to the extent enforceable under applicable law.
- E. Nothing in this Agreement shall be construed as creating an employment relationship between the Company and Brand Ambassador. Brand Ambassador expressly waives and releases any claim or contention that Brand Ambassador is or was an employee of the Company, except where such waiver is prohibited by applicable law or determined unenforceable by a court or arbitrator of competent jurisdiction.
- F. The Brand Ambassador is fully responsible for all of his or her verbal and written communications made regarding iii products, services, and the Rewards Plan that are not expressly contained within official iii materials. Brand Ambassadors shall indemnify and hold harmless iii, 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 as a result of the Brand Ambassador’s unauthorized representations or actions. This provision shall survive the termination of the Agreement.

2.8 Insurance

Business Pursuits Coverage-iii encourages Brand Ambassadors 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. Brand Ambassadors 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 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 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.
- 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 Brand Ambassador who Sponsors another Brand Ambassador into iii must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her iii business. Sponsoring Brand Ambassador should have ongoing contact and communication with the Brand Ambassadors 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 meetings, training sessions, and any other related functions.
- B. A Sponsoring Brand Ambassador should monitor the Brand Ambassadors in his or her downline organizations to ensure that downline Brand Ambassadors 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 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 reserves the right to reassign such downline Brand Ambassador to a new sponsor as the Company sees fit, and in its sole discretion.
- C. Upline Brand Ambassadors are encouraged to motivate and train new Brand Ambassadors about iii'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 and must be emphasized in all recruiting presentations.
- E. We emphasize and encourage all Brand Ambassadors to sell iii products and services to Customers.
- F. If you become aware that a Brand Ambassador in your downline is violating iii'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 offers, Brand Ambassadors must use the sales aids and support materials produced by iii. If Brand Ambassador develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Brand Ambassador's good intentions, they may unintentionally violate any number of statutes or regulations affecting the iii business. These violations, although they may be relatively few in numbers, could jeopardize the iii opportunity for all Brand Ambassadors. Accordingly, Brand Ambassadors 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 Ambassadors shall safeguard and promote the good reputation of iii and its products. The marketing and promotion of iii, the iii opportunity, the Rewards Plan, and iii 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, including commission fines, reassignment of their personally sponsored downline, and involuntary account termination.
- I. Throughout the term of the Brand Ambassador Agreement, Brand Ambassadors, may not sell any training materials, sales aids, or tools (videos, mobile applications, eBooks, etc.) to his or her Downline or other Brand Ambassadors. 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 a Brand Ambassador must not be operated on a for-profit basis. You may not charge for profit a fee for any marketing materials, newsletters, or training about iii.

3.3 Constructive Criticism; Ethics

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

- B. Negative and disparaging remarks about iii, its products or Rewards Plan, by Brand Ambassador, made to iii, in the Field or at iii meetings or events, or disruptive behavior at iii meetings or events, serve no purpose other than to dampen the enthusiasm of other Brand Ambassadors. Brand Ambassadors must not belittle iii, other Brand Ambassadors, iii 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.
- C. iii endorses the following code of ethics:
 - I. A Brand Ambassador must show fairness, tolerance, and respect to all people associated with iii, 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 Ambassadors, by emphasizing tact, sensitivity, goodwill, and ensuring no intentional problems arise.
 - III. Brand Ambassadors must be honest, responsible, professional, and conduct themselves with integrity.
 - IV. Brand Ambassadors shall not make disparaging statements about iii, other Brand Ambassadors, iii 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 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 or other Brand Ambassadors.

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 Compliance Department (compliance@iii.earth). 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, 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 Ambassadors for the mutual effort to support, protect, and defend the integrity of the iii business and opportunity. If a Brand Ambassador has a grievance or complaint against another Brand Ambassador, which directly relates to his or her iii 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, helps them complete their enrollment, and supports and trains those in their downline.
- B. iii recognizes the Sponsor as the name(s) shown on the first: I. Physically signed Brand Ambassador Agreement on file; or II. Electronically signed Brand Ambassador Agreement from a website or a 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.
- D. iii recognizes that each new prospect has the right to choose his or her Sponsor ultimately, but iii will not allow Brand Ambassadors to engage in unethical sponsoring activities.
- E. All active Brand Ambassadors in good standing have the right to sponsor and enroll others into iii. 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 products or the business opportunity.
- F. A Protected Prospect is a guest of any Brand Ambassador or Customer who attended a iii event or conference call. For sixty (60) days following the event, a Protected Prospect cannot be solicited or sponsored by any other Brand

Ambassadors who attended the same event. iii event can be defined as the following:

- I. Any iii training session;
- II. Conference call;
- III. Fly-in meeting; or
- IV. Presentation, including but not limited to a iii at home presentation, whether sponsored by, a Brand Ambassador, a Customer, or an agent or agency designated by iii.

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 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, Federal 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 business following iii 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 literature. Deviation from the Rewards Plan is prohibited. iii reserves the right to, in its sole discretion, determine who goes on company incentive trips.
- B. A Brand Ambassador shall not offer the iii opportunity through, or in combination with, any other system, program, or method of marketing other than that outlined explicitly in official iii literature.
- C. A Brand Ambassador shall not require or encourage a current or prospective Customer or Brand Ambassador to participate in iii in any manner that varies from the Rewards Plan as outlined in official iii literature. The purchase of a product is not required to become a 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 cities and counties have laws regulating individual home-based businesses. In most cases, these ordinances do not apply to Brand Ambassadors because of the nature of the business. However, Brand Ambassadors must check their local laws and obey the laws that do apply to them.
- B. A Brand Ambassador shall comply with all federal, state, and local laws and regulations in their conduct of his or her iii business.

3.9 Compliance with Applicable Income Tax Laws

- A. iii will automatically provide a completed 1099 Miscellaneous Income Tax form (nonemployee compensation) to each U.S. Brand Ambassador whose earnings for the year are at least \$600 or who received trips, prizes, or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Brand Ambassador, and iii may assess a minimum charge of \$20.
- B. A Brand Ambassador accepts sole responsibility for and agrees to pay all federal, state, and local taxes on any income generated as an Independent Brand Ambassador and further agrees to indemnify iii from any failure to pay such tax amounts when due.
- C. If a Brand Ambassador's business is tax-exempt, the Federal Tax Identification Number must be provided to iii in writing.
- D. iii 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 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 may take disciplinary action against the Business Entity. Likewise, if a Brand Ambassador enrolls in iii 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 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. 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 Brand Ambassador must not sell or entice others to sell, any competing products or services, including training materials, to iii Customers or Brand Ambassadors. Any product or service in the same category as a iii 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), or to officially recognized Influencers.
- E. A Brand Ambassador may sell non-competing products or services to iii Customers and Brand Ambassadors that they personally sponsored.
- F. A Brand Ambassador may not display or bundle iii 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. Brand Ambassadors may not offer any non-iii International opportunity, products or services at any iii related meeting, seminar or convention, or immediately following a iii event.
- H. A Brand Ambassador, at the Company's discretion, may be recognized as an "Influencer". An Influencer is generally defined as anyone with at least 20,000 followers on a social media platform. A Brand Ambassador may seek to be recognized as an Influencer by writing to compliance@threeinternational.com, and may be required to provide proof of their following or other criteria. A Brand Ambassador who is officially recognized by the Company as an Influencer will have the right to represent and advertise multiple products/brands until reaching the rank of 4Star. At the rank of 4Star, Influencers may not advertise other direct sales, multilevel, or other network marketing ventures.
- I. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between iii and its Brand Ambassador and would inflict irreparable harm on iii. In such an event, iii 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 brand; and to avoid misleading, unethical, or immoral conduct or practices. You are not permitted in any way to disparage or harm iii's reputation.
- B. In presenting the iii opportunity to potential Customers and Brand Ambassadors, 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 products and services to customers 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 Brand Ambassador shall not make unauthorized income projections, claims, guarantees, or lifestyle claims while presenting or discussing the iii opportunity or Rewards Plan to prospective Brand Ambassadors 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 Ambassadors 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 material to promote the iii business opportunity in any country where iii 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 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 Products that are not included in iii 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, symptoms of any disease/illness, and unauthorized or unsubstantiated health claims.
 - I. Any claims that the product helps prevent/treat disease, illness, or injury, or the symptoms of these, are also not permitted. This also includes claims made regarding animals. Here below are examples of what and CANNOT say regarding iii products: A. "Helps my arthritis" B. "Helps my knee injury" C. "Pain-free" D. "I no longer need my pain medication" E. "Helps my fibromyalgia" F. "Natural anti-depressant" G. "Treats insomnia"; H. "Reduces nausea or other adverse side effects from my medication" I. "Anxiety relief" J. "Prevents/treats cancer" K. "Using iii International products to help your diabetes" L. "Virus/Bacteria Cure" M. "Antiaging" N. "Inflammation cure" O. "Clinically proven" P. "Get rid of wrinkles" Q. "Treat skin conditions (acne, eczema, rosacea, psoriasis)" R. "Will make you look [numerical value] years younger" S. "Instantly improves skin quality and removes wrinkles" T. "Instantly improves skin elasticity and firmness" U. "Helps fight diseases" (Brand Ambassadors should refrain from mentioning diseases, symptoms of a disease, or other health conditions in connection with iii products or its ingredients).
 - II. A Brand Ambassador should not use 3rd party scientific research that is not part of iii official marketing materials to promote, sell, or market iii's products.
 - III. During the term of the Agreement and after the termination of Agreement, a Brand Ambassador agrees to secure iii 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 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 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. 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 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 for review prior to use, promotion, distribution or sale; (c) be authorized by iii.
 2. iii International Satisfaction Guarantee and Buy-Back Rules do not apply to materials not sold by iii. 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, 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; (b) provide purchasers of such BST with any disclosures or other information that may be required by iii 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 in order to use any Marks or otherwise use any copyrighted material or other intellectual property of iii 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 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 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 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. Brand Ambassadors may purchase iii products and then resell them at any price they choose unless otherwise specified by iii or by any/its product suppliers on a per-product basis. iii will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees apply to a iii business.
- B. The iii program is built on sales to the ultimate consumer. iii encourages its Brand Ambassadors 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 Ambassadors 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 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 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 Ambassadors agree to set up an automatic delivery with a scheduled fee that you agree to at the time of enrollment. Brand Ambassadors agree their participation in the LCP program allows iii to store their credit card for use with future transactions, including LCP orders. Brand Ambassadors may modify or cancel the order in their Back Office at any time before the order has been shipped, by emailing support@iii.earth, 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 Ambassadors who wish to cancel an order before it has shipped must contact iii International Brand Ambassador Support at 385-333-3388. iii 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 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 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 Ambassadors 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 needs to reference this.
- C. Regarding orders with an invalid or incorrect payment, iii 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 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 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 by a Brand Ambassador or Customer of the Brand Ambassador from NSF (non-sufficient funds) checks, returned check fees, or iii 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 products or services or participate in the monthly SmartShip.

4.5 Sales Tax Obligation

- A. The Brand Ambassador shall comply with all state and local taxes and regulations governing the sale of iii products and services.
- B. iii will collect and remit sales tax on Brand Ambassador orders unless a Brand Ambassador furnishes iii with the appropriate Resale Tax Certificate form. When orders are placed with iii, sales tax is pre-paid based upon the suggested retail price. iii 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. Brand Ambassadors are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. iii encourages each Brand Ambassador to consult with a tax advisor for additional information for his or her business.

4.6 Shipping Policy

iii 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: your order will be shipped using USPS, FedEx, or UPS, and 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 shall pay

commissions to such Brand Ambassador in accordance with the current Rewards Plan.

- B. iii 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 reserves the right to postpone bonus and commission payments until such time as 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 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 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, the remainder of the outstanding balance may be offset against any other amounts that may be owed by iii 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;
 - 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 pre-paid, as iii does not accept shipping collect packages. iii 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 the 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.

7.0 PRIVACY POLICY

7.1 Introduction

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

7.2 Expectation of Privacy

- A. iii recognizes and respects the importance that its Customers and Brand Ambassadors place on the privacy of their financial and personal information. iii will

make reasonable efforts to safeguard the privacy of and maintain the confidentiality of its Customers' and Brand Ambassadors' financial and account information and nonpublic personal information.

- B. By entering into the Brand Ambassador Agreement, a Brand Ambassador authorizes iii to disclose his or her name and contact information to upline Brand Ambassador solely for activities related to the furtherance of the iii 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 business.

7.3 Employee Access to Information

iii limits the number of employees who have access to Customers' and Brand Ambassadors' nonpublic personal information.

7.4 Restrictions on the Disclosure of Account Information

iii will not share nonpublic personal information or financial information about current or former Customers or Brand Ambassadors with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers' or Brand Ambassadors' 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 pertaining to the business of iii (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to iii.

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 or for any purpose other than promoting his or her iii 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 and to independent iii businesses. iii 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, any current or former Brand Ambassador will return the original and all copies of all "Reports" to iii together with any iii 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 Brand Ambassador may not relabel, repackage, refill or alter labels of any iii product or service, information, materials, or program(s) in any way. iii products and services must only be sold in their original containers from iii. Such relabeling or repackaging violates federal and state laws, which may result in criminal or civil penalties or liability.
- B. A Brand Ambassador shall not cause any iii product or service or any iii 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 Ambassadors may seek a Retail Establishment Exception to the rule outlined in Section 9.1, B by submitting a Retail Establishment Exception request via email to the iii Compliance Department at compliance@iii.earth. Each Request is subject

to review by the iii Compliance Department 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 will permit Brand Ambassadors to solicit and make Commercial Sales upon prior written approval from iii. For the purpose of these Policies and Procedures, the term "Commercial Sale" means the sale of I. iii 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 products and services and display the iii trade name at any appropriate display booth (such as trade shows) upon prior written approval from iii.
- F. iii 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 opportunity.

9.2 Use of Company Names and Protected Materials

- A. A Brand Ambassador must safeguard and promote the good reputation of iii and the products and services it markets. The marketing and promotion of iii, the iii opportunity, the Rewards Plan, and iii 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 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, each of its product and service names and other names that have been adopted by iii in connection with its business, are proprietary trade names, trademarks, and service marks of iii. As such, these marks are of great value to iii and are supplied to Brand Ambassador for their use only in an expressly authorized manner.
- D. A Brand Ambassador's use of the name "iii International" or any variation of the name (e.g. THREE, Three, 3, etc) is restricted to protect iii proprietary rights, ensuring that the iii protected names will not be lost or compromised by unauthorized use. Use of the iii name on any item not produced by iii 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 name are as follows:
- I. All stationary (i.e., letterhead, envelopes, and business cards) bearing the iii name or logo intended for use by the Brand Ambassador must be approved in writing by the iii International Compliance Department.
 - II. Brand Ambassadors 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. Brand Ambassadors may not use the name 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 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 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 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 audio or video clips for sale or for personal use without prior written permission from the iii International Compliance department.
- I. iii 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 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 may not be made except those contained in official iii literature.

In particular, no Brand Ambassador may make any claim that iii products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases, or the symptoms of any disease/illness. Such statements can be perceived as medical or drug claims. Not only do such claims violate iii policies, but also, they potentially violate federal and state 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 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 states or 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 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 the iii 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 Brand Ambassador may not sell iii products, services, or offer the Business Opportunity using "online auctions," such as eBay®, Amazon, and any other 3rd party e-commerce sites.
- C. iii 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 business, opportunity, and products. However, these sites cannot be used to sell iii's products where the transaction takes place on that platform. The only online environment in which sales of iii products 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 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, 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 approved library and be produced only by iii -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 income opportunity, iii'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. 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 or which can be traced to iii, the Brand Ambassador is responsible for the posting. Brand Ambassadors 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. Report negative posts to iii at compliance@iii.earth. 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, and therefore damages the reputation and goodwill of iii.

- 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, therefore, reserves the sole and exclusive right to classify specific Social Media sites as third-party websites and require that Brand Ambassadors using, or who wish to use, such sites adhere to the iii policies relating to third-party websites.
- X. If your iii business is canceled for any reason, you must discontinue using the iii name, and all iii 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 reserves the right to require the administrator of any and all social media pages or groups associated with iii to provide moderator privileges to iii International's Compliance Department.
- F. Brand Ambassadors may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Brand Ambassadors 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 products, services, and iii'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 products or services at a price LESS than the highest Company published, established retail price of ONE offering of the iii 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 at compliance@iii.earth.
- E. Blind ads are not permitted.

9.6 Testimonial Permission

By signing the iii International Brand Ambassador Agreement, a Brand Ambassador gives iii 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 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 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 Brand Ambassador must not engage in telemarketing in relation to the operation of the Brand Ambassador's iii business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of iii products or service or to recruit them for the iii 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 Ambassadors that promote either iii products, services or the iii opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations

A Brand Ambassadors may place telephone calls to prospective Customers, or Brand Ambassadors 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 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. Brand Ambassadors 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 business.
- G. Failure to abide by iii 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 and other Brand Ambassadors to contact them as permitted under the Federal Do Not Call regulations.
- I. In the event a Brand Ambassador violates this section, iii reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

- A. A Brand Ambassador is authorized to sell iii products and services to Customers and Brand Ambassadors only in the countries in which iii is authorized to conduct business, according to the Policies and Procedures of each country. Brand Ambassadors may not sell products or services in any country where iii 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 Ambassadors, nor conduct any other activity for the purpose of selling iii products and services, establishing a sales organization, or promoting the iii business opportunity.

11.0 CHANGES TO A BRAND AMBASSADOR BUSINESS

11.1 Modification of the Brand Ambassador Agreement

A Brand Ambassador may modify his or her existing Brand Ambassador Agreement (i.e., change a social security number to a Federal ID number, 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 Ambassadors

- A. Maintaining the integrity of the organizational structure is mandatory for the success of iii and our independent Brand Ambassadors. 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 Ambassadors during the first three (3) days of enrollment.
- C. New Brand Ambassadors 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 or placement, a Brand Ambassador’s current sponsor must email compliance@iii.earth. Email must come from the current sponsor’s 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 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 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 Ambassadors

- A. At the discretion of iii, Brand Ambassadors who did not participate in a SmartShip 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 under the Sponsor/Placement of their choice.
- B. Upon written notice to iii that a former Brand Ambassador wishes to re-enroll, iii 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 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 Brand Ambassador wishes to transfer organizations, he or she must submit a letter of resignation via email to the iii International Compliance Department at compliance@iii.earth and remain inactive (place no orders, or be on an auto-ship) with or in iii for six (6) months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.
- B. iii 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 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 remains the final authority in such cases.
- C. iii prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the iii 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 Ambassadors engage in solicitation or enticement of members of another direct sales company to sell or distribute iii 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 will not pay any of the Brand Ambassador's defense costs or legal fees, nor will iii 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 to place restrictions on the transfer, assignment, or sale of a Brand Ambassadorship.
- B. A 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 Brand Ambassador who has reached the rank of 4star or higher must obtain prior written approval by iii, which consent will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such permission may be voided at the discretion of iii.

- C. Should the sale be approved by iii, 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.
- E. Any debt obligations that either Seller or Buyer may have with iii must be satisfied prior to the approval of the sale or transfer by iii.
- F. A Brand Ambassador who sells his or her Brand Ambassadorship is not eligible to re-enroll as a 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 business whereby the relinquishing spouse, shareholders, Ambassadors, members or trustees authorize iii 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 business jointly on a “business as usual” basis, whereupon all compensation paid by iii 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 will pay compensation to the name on record, and in such an event, the Brand Ambassador named on the account shall

indemnify iii from any claims from the other business owner(s) or the other spouse with respect to such payment.

- B. iii recognizes only one Downline Organization and will issue only one commission check per iii business per commission cycle. Under no circumstances will the downline of an organization be divided, nor will iii 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 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 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 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 business transferred based on this section will be paid in a single check to the successor. The successor must provide iii 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 and acquire a Federal taxpayer identification number. iii will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to 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 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 business.
- E. To complete a transfer of the iii 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 business; and
 - III. A completed Brand Ambassador Agreement executed by the trustee.
- F. If the successor is already an existing Brand Ambassador, iii 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 canceled (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 aid 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 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@iii.earth. 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 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 any iii business for six (6) months from the receipt of the written notice of resignation.

11.10 Involuntary Termination

- A. iii 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 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 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.
- C. If a decision is made by iii to terminate the Brand Ambassador's Brand Ambassadorship, iii will inform the Brand Ambassador in writing that the Brand Ambassadorship is terminated, which is effective IMMEDIATELY as of the date of the written notification. The decision of iii is considered final and not subject to further review.
- D. 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 products or services.

- E. The Brand Ambassador, who is involuntarily terminated by iii, may not reapply for a Brand Ambassadorship, either under or their present name or any other name or entity, without the express written consent of an officer of iii, following a review by the iii International's Compliance Department.

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 cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to iii.

11.12 Corrective Measures

Violation of the Agreement, including these Policies & Procedures, violation of any common law duty, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a Brand Ambassador that, in the sole discretion of Company, may damage Company's reputation or goodwill (such damaging act or omission need not be related to the Brand Ambassador's iii business), may result, at Company's discretion, in corrective actions, including but not limited to termination of the Agreement.

Any waiver by Company of any breach of this Agreement must be in writing and signed by an authorized officer of Company. Waiver by Company or Brand Ambassador of any breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

The following corrective measures may apply (depending on the type of misconduct):

- 11.12.1 Requirement that the Brand Ambassador take immediate remedial measures to address the identified issue;
- 11.12.2 Withholding from a Brand Ambassador all or part of the Brand Ambassador's awards, incentives, recognition, gifts, commissions, and overrides, including during the period that Company is investigating any conduct allegedly violative of the Agreement or after Company has determined that the Brand Ambassador has violated the Agreement.

If, after the investigation, a Brand Ambassador's business is terminated for breach of this Agreement, the Brand Ambassador will not be entitled to recover any awards, commissions, and overrides withheld during the investigation period;

- 11.12.3 Suspension of the Brand Ambassador's Agreement and business for one or more pay periods, including, but not limited to, suspension of awards or incentives;
- 11.12.4 Withholding from a Brand Ambassador all or part of the Brand Ambassador's commissions, incentives, other payments, or awards;
- 11.12.5 Prohibition from attending any corporate or Company-sponsored event, even if the Brand Ambassador has otherwise qualified for the event, or otherwise not being permitted to train or speak at such an event;
- 11.12.6 Suspension or other restriction of the Brand Ambassador's access to their replicated website;
- 11.12.7 Revocation of the Brand Ambassador's rank or reclassification to Retail Customer, resulting in adjustment to override calculations;
- 11.12.8 Termination of the Brand Ambassador's Agreement in circumstances where there has been a breach of the Agreement;
- 11.12.9 Institution of legal proceedings for monetary and/or equitable relief in situations deemed appropriate by Company; or
- 11.12.10 Any other measure expressly allowed within the Agreement or which Company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Brand Ambassador's violation or contractual breach.

Corrective measures may differ depending on the breach that occurred; for example, a more serious breach may incur more severe corrective measures

12.0 INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (THE "INDIVIDUAL ARBITRATION AGREEMENT")

THIS INDIVIDUAL ARBITRATION AGREEMENT AFFECTS HOW CLAIMS A BRAND AMBASSADOR MAY HAVE AGAINST COMPANY OR THE RELATED PARTIES, OR CLAIMS COMPANY OR THE RELATED PARTIES MAY HAVE AGAINST A BRAND AMBASSADOR, WILL BE RESOLVED. YOU UNDERSTAND AND AGREE THAT THE INDIVIDUAL ARBITRATION AGREEMENT OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE AGREEMENT OR THE AGREEMENT AS A WHOLE. CONSIDERATION FOR THIS INDIVIDUAL ARBITRATION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO ARBITRATE ALL DISPUTES. YOU FURTHER UNDERSTAND AND AGREE THAT THE

UNENFORCEABILITY OF THE AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE INDIVIDUAL ARBITRATION AGREEMENT IS UNENFORCEABLE.

Although the Agreement is made and entered into between Brand Ambassadors and Company, Company's affiliates, owners, members, managers, directors, and employees (the "Related Parties") are intended third-party beneficiaries of the Agreement for purposes of the provisions of the Agreement referring specifically to them, including but not limited to this Individual Arbitration Agreement. Brand Ambassadors and Company (each, together with, as applicable, each of the Related Parties, a "Party" and collectively, the "Parties") acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Brand Ambassadors and Company, and the Parties further acknowledge that nothing contained herein shall be argued by any of them to constitute any waiver by the Related Parties of any defense that Related Parties may otherwise have concerning whether they can properly be made a party to any claim or Dispute between the Parties.

Any, claim, or dispute between a Brand Ambassadors, on the one hand, and Company and/or the Related Parties, on the other, arising out of or relating to the Agreement, including these Policies and Procedures or the breach thereof; the sale, purchase or use of Company products; or the commercial, economic, or other relationship of a Brand Ambassador and Company and/or the Related Parties, whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise ("Dispute") shall be settled entirely through AAA binding arbitration as provided in this Section.

Except as provided herein, the arbitrator(s) shall have the exclusive power to determine and rule upon challenges to the arbitrator's jurisdiction to preside over the Dispute, including any objections with respect to the existence, scope, or validity of this Individual Arbitration Agreement and/or to the arbitrability of any Dispute.

12.1 MODIFICATIONS

COMPANY MAY AMEND THE INDIVIDUAL ARBITRATION AGREEMENT FROM TIME TO TIME. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY AMENDMENT BY COMPANY TO THE INDIVIDUAL ARBITRATION AGREEMENT SHALL ONLY TAKE EFFECT UPON A BRAND AMBASSADOR'S EXPRESS AGREEMENT TO SUCH AMENDMENT. A BRAND AMBASSADOR MAY INDICATE HER OR HIS AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS ACCOMPANYING THE PROPOSED AMENDMENT. COMPANY MAY TERMINATE THE AGREEMENT OF ANY BRAND AMBASSADOR WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE INDIVIDUAL ARBITRATION AGREEMENT WITHIN 30 DAYS AFTER NOTICE OF THE AMENDMENT IS PROVIDED. ANY SUCH AMENDMENT SHALL APPLY TO ALL DISPUTES SUBMITTED TO ARBITRATION BY THE BRAND AMBASSADOR OR COMPANY (INCLUDING ANY RELATED PARTIES) ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH DISPUTE.

12.2 ARBITRATION

Except as otherwise provided herein, and unless the laws of the state or province in which you reside expressly require otherwise, all Disputes shall be submitted for resolution to binding arbitration exclusively in Salt Lake City, Utah in accordance with the rules of the American Arbitration Association ("AAA") and this Individual Arbitration Agreement, with the Individual Arbitration Agreement controlling in the event of any conflict. The AAA rules and procedures are available at www.adr.org/Rules.

Except as expressly provided herein, in order to promote to the fullest extent reasonably possible a mutually amicable resolution of Disputes in a timely, efficient, and cost-effective manner, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OR ANY COURT.

Notwithstanding the rules of AAA, the following will apply to all arbitration actions:

- A. The Governing Law provision in Section 13.2 applies.
- B. The arbitration will be conducted in English (with appropriate translators as may be necessary).
- C. The Federal Rules of Evidence will apply in all cases.
- D. The Parties will be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- E. The Parties will be allotted equal time to present their respective cases, including cross-examinations.
- F. The arbitrator(s) will have no authority to award punitive damages, except where an applicable law or statute expressly requires otherwise.
- G. The decision of the arbitrator will be final and binding on the Parties and may, if necessary, be reduced to a judgment in a court of law, except that a Party may choose to appeal certain arbitration awards as described below. Any motion or action to confirm, vacate, modify, or otherwise enter judgment on the award shall comply with the Jurisdiction and Venue and Governing Law provisions in Sections 13.1 and 13.2. Further, to the fullest extent allowed by law, any Party seeking to enforce an award of an arbitrator(s) shall submit the award under seal to maintain protections of Confidential Information, and the Parties hereby agree and consent to the filing of such a submission, motion, or order under seal.

12.3 INDIVIDUAL-ONLY ARBITRATION AND CLASS ACTION WAIVER

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES (INCLUDING THE RELATED PARTIES) AGREE THAT EACH PARTY MAY ASSERT A CLAIM OR COUNTERCLAIM IN THAT PARTY'S INDIVIDUAL CAPACITY ONLY AND NOT AS A CLAIMANT, PLAINTIFF, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE JAMS RULES, THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO HEAR THE PARTIES' DISPUTES ON A CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE BASIS, AND, ACCORDINGLY, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES AND MAY NOT OTHERWISE

PRESIDE OVER ANY PROCEEDING ON A NON-INDIVIDUAL BASIS EXCEPT WITH THE WRITTEN CONSENT OF ALL PARTIES TO AN ARBITRATION PROCEEDING.

TO THE EXTENT ANY PART OF THIS AGREEMENT TO ARBITRATE CANNOT BE ENFORCED AS TO A PARTICULAR CLAIM FOR RELIEF OR REMEDY (SUCH AS INJUNCTIVE OR REPRESENTATIVE RELIEF), THEN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT CLAIM OR REMEDY (AND ONLY THAT CLAIM OR REMEDY) MUST BE BROUGHT IN COURT AND MUST BE STAYED PENDING ARBITRATION OF THE ARBITRABLE CLAIMS AND REMEDIES. THE PARTIES FURTHER AGREE THAT IF SUCH STAY IS LIFTED, UNLESS PROHIBITED BY APPLICABLE LAW, SUCH CLAIMS SHALL BE LITIGATED IN ACCORDANCE WITH THE GOVERNING LAW, JURISDICTION, AND VENUE PROVISIONS OF THE AGREEMENT.

12.4 BELLWETHER ARBITRATION PROCEDURES

Notwithstanding any provision of the AAA Rules, these bellwether procedures shall be used when more than 10 arbitration cases pending at the same time present substantially similar or overlapping allegations of fact or law. Notwithstanding anything to the contrary provided herein, a court of competent jurisdiction, and not the AAA or an arbitrator, shall resolve any dispute over whether these bellwether procedures apply to any group of claims.

The Parties recognize and agree that a large number of arbitration cases with similar allegations will impose excessive transaction costs regardless of the cases' merit or lack of merit. The Parties also recognize and agree that it is logistically difficult or impossible to arbitrate simultaneously large numbers of substantially similar cases. The Parties therefore agree to use bellwether litigation procedures similar to those that courts use in mass-tort cases, based on the judiciary's experience that, after one or a few cases are tried to verdict, most or all of the other cases settle or otherwise resolve themselves.

The Parties, including the Related Parties, thus agree that, to the maximum extent permitted by law, no more than 10 cases/arbitrations will be active at any one time. All remaining cases will be stayed, with the statute of limitations tolled. The Parties, including the Related Parties, understand and agree that if these bellwether arbitration procedures apply, then adjudication of the Dispute may be delayed. Unless the Dispute resolves in advance, and notwithstanding anything to the contrary herein, the arbitrator(s) shall render their final and binding decision in any Dispute subject to these bellwether procedures within 180 days of the initial pre-hearing conference.

As soon as one of the original active cases is resolved (by decision, settlement, or otherwise), a stayed arbitration shall replace it on the list of 10 active cases/arbitrations. Except as provided below, cases shall be placed on or moved to the active list in the order in which demands for arbitration are first received. Until a case is on or is moved to the list of 10 active cases, the sum any Party, including the Related Parties, paid to initiate a case shall be refunded, and no Party, including the Related Parties, shall have any obligation to pay any AAA or arbitrator fees.

If you claim exceptional hardship from any delay pursuant to this bellwether procedure, you may petition Company to waive the 10-case limit for that case. If Company does not agree, you may

petition the AAA to place the arbitration on the list of 10 active cases, on the ground that delay will impose exceptional hardship. If the AAA finds exceptional hardship and grants the petition, the AAA shall (based on its determination of relative hardship) remove one other case from the list of 10 active cases/arbitrations and place it at the head of the list of stayed cases. Under no circumstances shall the AAA place more than 10 cases/arbitrations into active status. If more than 10 hardship applications are granted, the AAA shall determine which 10 cases/arbitrations shall proceed first, based on its determination of relative hardship.

12.5 PROTECTION OF CONFIDENTIAL INFORMATION

The Parties understand and agree that Company has valuable trade secrets and Confidential Information. The Parties agree to take all necessary steps to protect from public disclosure such trade secrets and Confidential Information in any proceeding pursuant to this Individual Arbitration Agreement.

12.6 EQUITABLE AND SIMILAR RELIEF

Except as provided herein, no Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter has been submitted and determined as provided here, and then only for the enforcement of such arbitration award. Notwithstanding this Individual Arbitration Agreement, any Party, including the Related Parties, may apply to a court of competent jurisdiction as necessary to enforce an arbitration award, or to seek a temporary restraining order or temporary or preliminary injunction to ensure that the relief sought in arbitration is not rendered ineffectual during the pendency of, or after the rendition of, a decision in any arbitration proceeding. Furthermore, notwithstanding anything to the contrary herein, to the extent a Party contests the jurisdiction of a state or federal court to preside over claims for a temporary restraining order or temporary or preliminary injunctive relief as described above, the court in which such claim is made shall have exclusive jurisdiction to determine whether it has jurisdiction to preside over and rule upon a Party's request for the court to issue a temporary restraining order or temporary or preliminary injunction. The institution of any action shall not constitute a waiver of the right or obligation of the Company to submit any claim seeking relief other than that provided in this paragraph to arbitration.

12.7 COSTS OF DISPUTE RESOLUTION

Company shall reimburse Brand Ambassadors for all filing, administration, and arbitrator fees associated with the arbitration proceedings commenced pursuant to the provisions of this Individual Arbitration Agreement, except that Brand Ambassadors are responsible for, and will not be reimbursed for, \$250.00 of the initial filing fee. Notwithstanding the foregoing sentences, Brand Ambassadors shall be responsible for all additional fees and costs incurred in the arbitration, including, without limitation, their attorney and expert witness fees and costs, except where an applicable statute or law provides for recovery of legal fees and costs.

12.8 OPT OUT

Brand Ambassadors who do not want to be subject to this Individual Arbitration Agreement may opt out by notifying the Company in writing of their desire to opt out of this Individual Arbitration Agreement within thirty (30) days of the Brand Ambassador's execution of the Agreement. Acceptable forms of notice include sending an email to compliance@iii.earth. The email must clearly state the Brand Ambassador's name and the intent to opt out of this Individual Arbitration Agreement. Company reserves the right to terminate the Agreement of any Brand Ambassador who chooses to opt out of the Individual arbitration Agreement.

12.9 SEVERANCE

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

12.10 SURVIVAL

THE INDIVIDUAL ARBITRATION AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON.

13.0 GOVERNING LAW AND VENUE

13.1 JURISDICTION AND VENUE: All Brand Ambassadors of iii International agree to binding AAA arbitration which shall reside solely and exclusively in Salt Lake City, Utah.

13.2 GOVERNING LAW This Agreement is to be construed in accordance with and governed by the laws of the state of Utah, without regard to its choice of law principles, except that, as applicable, the Federal Arbitration Act ("FAA") shall govern the arbitration and Individual Arbitration Agreement without giving effect to any state law to the contrary.

13.3 COMPANY'S RIGHT TO RECOVER FEES

The Company reserves the right to recover all attorney fees and related costs incurred in connection with any AAA arbitration proceeding, to the fullest extent permitted by applicable law. This includes circumstances in which such recovery is authorized in a civil action arising from the same claim.

Company also has the right to recover attorney fees if Company prevails in proving contempt, in which AAA arbitration may order the Brand Ambassador to pay the company a sum of money sufficient to cover arbitration and legal fees.

The Company further reserves the right to request that the arbitrator impose appropriate sanctions for any failure to comply with AAA arbitration rules or orders, including an order

requiring the non-compliant party to pay reasonable expenses, attorney fees, and damages resulting from such failure.

In addition, the Company may seek sanctions under the arbitrator's inherent authority. It is recognized that arbitral and judicial bodies may, under such inherent authority, award attorney fees and costs incurred as a result of a party's misconduct or bad-faith conduct during the proceedings.

14.0 CLASS ACTION WAIVER

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES (INCLUDING THE RELATED PARTIES) AGREE THAT EACH PARTY MAY ASSERT A CLAIM OR COUNTERCLAIM IN THAT PARTY'S INDIVIDUAL CAPACITY ONLY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION SUCH PROCEEDINGS BROUGHT IN FEDERAL OR STATE COURT.

15.0 MISCELLANEOUS

15.1 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.

15.2 Successors and Claims

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

16.0 III INTERNATIONAL GLOSSARY OF TERMS

BRAND AMBASSADOR: An individual who purchases products, generates retail sales, and 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 products and does not engage in building a business or retailing product.

LINE OF SPONSORSHIP: A report generated by iii 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.

ORGANIZATION: The Customers and Brand Ambassadors 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 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, 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(s) 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.