

Proceller8, LLC

Statement of Policies & Procedures

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1.0 **INTRODUCTION**

1.1 **Mutual Commitment Statement**

PROCELLER8, LLC (hereinafter referred to as “**Proceller8**”) recognizes that to develop a long-term and mutually rewarding relationship with its independent participants (hereinafter referred to as “Affiliate(s)” and “Customers”) it is committed to:

- (i) Providing prompt, professional, and courteous service and communications to its Affiliates 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 policies contained herein;
- (iv) Delivering orders promptly and accurately;
- (v) Paying commissions accurately and on a timely basis;
- (vi) Offering a mutually beneficial compensation plan; and
- (vii) Supporting, protecting, and defending the integrity of the Proceller8 Business Opportunity.

In return, Proceller8 expects that its Affiliates will:

- (i) Conduct themselves in a professional, honest, and considerate manner;
- (ii) Present Proceller8 Corporate and product information in an accurate and professional manner;
- (iii) Present the Proceller8 Compensation Plan and return and exchange policies in a complete and accurate manner;
- (iv) Not make exaggerated income or product claims;
- (v) Make reasonable effort(s) to support and train other Affiliates and Customers in their organization;
- (vi) Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;
- (vii) Provide positive guidance and training to Affiliates and Customers in their organization while exercising caution to avoid interference with other organizations. As such, an Affiliate is discouraged from providing cross-line training to other Affiliates or Customers in a different organization without first obtaining the consent of the Affiliate’s or Customer’s upline leader; and
- (viii) Support, protect, and defend the integrity of the Proceller8 business opportunity.

1.2 Code of Ethics

- a) Proceller8 desires to provide its independent Affiliates with the best products and Compensation Plan in the industry. Accordingly, Proceller8 values constructive criticism and encourages the submission of written comments addressed to Proceller8's Compliance Department.
- b) Affiliates shall not make negative and disparaging comments about other Affiliates, Proceller8, its products or services, the Compensation Plan, or Proceller8's directors, officers, or employees, product suppliers, or agents. Affiliates should also refrain from making any statements that unreasonably offend, mislead or coerce others. Such conduct represents a material breach of these Policies and Procedures ("Policies") and may be subject to disciplinary action deemed appropriate by Proceller8.
- c) Proceller8 endorses the following code of ethics:
 - (i) Affiliates must show fairness, tolerance, and respect to all people associated with Proceller8, regardless of race, gender, social class, or religion, thereby fostering a "positive atmosphere" of teamwork, good morale, and community spirit.
 - (ii) Affiliates shall strive to resolve business issues, including situations with their organization's Affiliates, with tact, sensitivity, and goodwill, and taking care not to create additional problems.
 - (iii) Affiliates must be honest, responsible, professional, and conduct themselves with integrity.
- d) Proceller8 may take appropriate action against an Affiliate if it determines, in its sole discretion, that an Affiliate's conduct is detrimental, disruptive, or injurious to Proceller8 or to other Affiliates.

1.3 The Affiliate Agreement

- a) Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Affiliate Agreement, the most current version of these Policies in effect and any addendums thereto, the Compensation Plan, and any and all social media guidelines, or any other guidelines which may be implemented from time to time, and amendments thereto. The current Proceller8 Compensation Plan is attached hereto as Addendum 1 and is incorporated herein by reference for all purposes.
- b) It is the responsibility of the Sponsoring Affiliate to provide the most current version of these Policies (available on Proceller8's website www.Proceller8.com), the Income Disclosure Statement, the Proceller8 Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their organizations' Affiliates. The Income Disclosure Statement is attached as Addendum 2 and is incorporated by reference for all purposes.

1.4 Purpose of Policies & Procedures

- a) Proceller8 is a direct sales-based business model that markets products and services through an organization of independent business owners. To clearly define the relationship that exists between Affiliates and Proceller8, and to explicitly set a standard for acceptable business conduct, Proceller8 has established these Policies.
- b) Affiliates and Customers are required to comply with:
 - (i) all of the Terms and Conditions set forth in the Agreement which Proceller8 may amend from time to time in its sole discretion; and
 - (ii) all Federal, State, and/or local laws governing his, her, and/or its Proceller8 business.
- c) Affiliates must review the information in these Policies carefully. Should an Affiliate have any questions regarding a policy or procedure, the Affiliate is encouraged to seek an answer from their Sponsor or any other upline Affiliate. If further clarification is needed, the Affiliate may contact the Proceller8 Customer Service Team by submitting an email to: support@proceller8.com.

1.5 Changes, Amendments, and Modifications

- a) Because federal, state, and local laws, as well as the business environment, periodically change, Proceller8 reserves the right to amend the Agreement at any time. Notification of amendments shall appear in official Proceller8 materials, the Proceller8 website, social media outlets, and/or in the Affiliate's back office.
- b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:
 - (i) Posting on the official Proceller8 website;
 - (ii) Electronic mail (e-mail); or
 - (iii) Any Proceller8 communication channels or social media outlets (i.e., Facebook, Instagram, Twitter, and/or the Proceller8 app).

2.0 BASIC PRINCIPLES

2.1 Becoming an Affiliate

- a) To become an Affiliate, 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) Reside or have a valid address in the United States or U.S. territory in which Proceller8 is licensed to operate.
 - (iii) Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number (TIN), or federal Business Number;

- (iv) Enter a verified mobile phone number, which is not in use or associated with any other Proceller8 account, which will be verified through a verification code sent to the number; and
- (v) Acknowledge and accept all FTC requirements associated with Proceller8 participation as an Affiliate.
- (vi) Acknowledge and agree to all communications sent by Proceller8, (including but not limited to emails, texts, broadcasts, letters, etc.) with the choice to “opt out” of these communications.

2.2 New Affiliate Registration

- a) A potential new Affiliate may self-enroll on any Affiliate’s/Sponsor’s website. Proceller8 will accept websites enrollments if the applicant:
 - (i) Fully and accurately completes the Proceller8 online application;
 - (ii) Qualifies for participation under the Agreement; and
 - (iii) Acknowledges, accepts, and agrees to be bound by all terms and conditions of the Agreement by submitting an electronic signature as promoted on the website. Please note that the electronic signature creates a legally binding Agreement between the Affiliate and Proceller8.
- b) Signed documents, including, but not limited to Affiliate 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 signed may lead to sanctions, up to and including involuntary termination of the Affiliate’s position.
- c) If one applicant enrolls creating an account listing a certain sponsor and enrolls a second time listing a different sponsor, only the first completed form to be received by Proceller8 will be accepted. Proceller8 reserves the right, at its sole discretion, to make the final decision with respect to all such disputes.

3.0 PROCELLER8’S AFFILIATE RESPONSIBILITIES

3.1 Correct Address

- a) It is the responsibility of the Affiliate or Customer to make sure Proceller8 has the correct shipping address before any orders are shipped.
- b) An Affiliate and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by the Proceller8 Support Team.

3.2 Training and Leadership

- a) Any Affiliate who sponsors another Affiliate into Proceller8 must assist and train his or her organization to ensure they are properly operating their Proceller8 business. Sponsoring Affiliates should have ongoing contact and communication with the Affiliates in their

organizations.

- b) A Sponsoring Affiliate should monitor the Affiliates in his or her organization to ensure that their Affiliates do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, such Affiliates should be able to provide documented evidence to Proceller8 of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- c) Upline Affiliates are encouraged to educate and train new Affiliates about Proceller8 products and services, effective sales techniques, the Proceller8 Compensation Plan, along with compliance with Proceller8 Policies and any and all social media guidelines or any other guidelines and amendments thereto implemented at that time. Marketing product is a required activity in Proceller8 and must be emphasized in all recruiting presentations.
- d) To promote Proceller8's products and opportunity, Affiliates should use the sales aids and support materials provided by Proceller8. To ensure compliance with applicable laws and regulations, any sales aids or support materials (including written sales aids, promotional materials, advertisements, websites, flyers, or other literature) which are not provided by Proceller8 must be submitted via email to the Compliance Department for approval prior to use at compliance@Proceller8.com. **Unless the Affiliate receives specific written approval to use the material, the request shall be deemed denied.** All Affiliates shall safeguard and promote the good reputation of Proceller8 and its products. The marketing and promotion of Proceller8, the Compensation Plan, and Proceller8 products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

3.3 Sponsorship

- a) The Sponsor is the person who introduces an Affiliate or Customer to Proceller8, helps them complete their enrollment (registration), and supports and trains those in their organization.
- b) Proceller8 recognizes the Sponsor as the name(s) shown on the first signed Agreement (electronically or otherwise) received by Proceller8.
- c) All active Affiliates in good standing have the right to Sponsor and enroll (register) others into Proceller8. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Affiliate will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Affiliate who presented a comprehensive introduction to Proceller8 products or business opportunity.
- d) In the event of controversy, Proceller8 reserves the right to designate a prospect's Sponsor, and all such determinations are final.

3.4 Unethical Sponsoring

- a) Unethical sponsoring activities include, but are not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect or new Affiliate away from a fellow Affiliate or influencing another Affiliate to transfer to a different sponsor.
- b) Allegations of unethical sponsoring must be reported in writing to the Proceller8 Compliance Department within the first 30 days of the new Affiliate's enrollment. If the reports are substantiated, Proceller8 may transfer the Affiliate or the Affiliate's

organization to another sponsor or organization without approval from the current upline Sponsor.

- c) Proceller8 prohibits the act of “stacking.” Stacking is the unauthorized manipulation of the Proceller8 compensation system and/or the marketing plan in order to trigger commissions or cause a promotion of an Affiliate in an unearned manner. One example of stacking occurs when a Sponsor places Affiliate(s) under an inactive Affiliate without his or her knowledge in order to trigger unearned qualification for commissioning purposes. 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 Affiliate positions of all individuals and/or entities found to be directly involved.
- d) Should Affiliates engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Proceller8 products and services, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Affiliate alleging that they engaged in inappropriate recruiting activity of another company’s sales force or Customers, Proceller8 will not pay any of Affiliate’s defense costs or legal fees, nor will Proceller8 indemnify the Affiliate for any judgment, award, or settlement.

3.5 Cross Sponsoring Prohibition

- a) “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or business entity, that has already signed an Affiliate Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Proceller8, sanctions up to and including termination of an Affiliate’s position may be imposed.
- b) The use of a Spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal Business Numbers, or fictitious ID numbers to evade or circumvent this Cross Sponsoring Policy is not permitted.
- c) This Policy does not prohibit the transfer of a Proceller8 business in accordance with Proceller8’s Transfer of Sale or Transfer Policy set forth in these Policies.

3.6 Solicitation for Other Companies or Products

- a) An Affiliate and/or Customer may participate in other direct sales, multilevel, network marketing, or relationship marketing businesses or marketing opportunities, as long as it is not a Competing Product as defined herein. However, during the Term of this Agreement and for six (6) months thereafter, an Affiliate may not recruit any fellow Affiliate or Customer for any other direct sales or networking business, unless that fellow Affiliate or Customer was personally sponsored by such Affiliate.
- b) 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 Affiliate, or Customer to enroll or participate in any direct sales or network marketing opportunity.
- c) During the term of this Agreement, any Affiliate must not sell or entice others to sell, any competing products or services, including training materials, to Proceller8 Customers or Affiliates.
- d) An Affiliate may not display or bundle Proceller8 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 Affiliate into believing there is a relationship between the Proceller8 and non-Proceller8 products and services.

- e) An Affiliate may not offer any non-Proceller8 opportunity, products, or services at any Proceller8 related meeting, live or virtual, event, seminar, or convention that other Affiliates or Customers are known to be attending.

4.0 AGREEMENTS & GENERAL UNDERSTANDINGS

4.1 Rights Granted

- a) Proceller8 hereby grants to the Affiliate a non-exclusive right, based upon the terms and conditions contained in the Agreement, to:
 - (i) Purchase Proceller8 products and services;
 - (ii) Promote and sell Proceller8 products and services; and
 - (iii) Sponsor new Affiliates and Customers in countries where Proceller8 is currently authorized to do business or becomes authorized to do business in the future.

4.2 Renewals and Termination of the Affiliate Agreement

- a) If the Affiliate allows his or her Affiliate Agreement to expire due to nonpayment, the Affiliate will lose any and all rights to his, her, or its organization unless the Affiliate reactivates within thirty (30) days following the expiration of the Application.
 - (i) If the former Affiliate reactivates within the thirty (30) day time limit, and Proceller8 accepts the renewal, the Affiliate will resume the rank and position held immediately prior to the expiration of the Affiliate Agreement. However, such Affiliate's paid as level will not be restored unless he, she, and/or an entity qualifies at that payout level in the new month. The Affiliate is not eligible to receive commissions for the time period that the Affiliate's position was expired.
 - (ii) Any Affiliate who was terminated or whose Agreement has expired and lapsed the thirty (30) day grace period is not eligible to reapply for a Proceller8 business for six (6) months following the expiration of the Affiliate Agreement.

4.3 Effect of Termination

- a) Following an Affiliate's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such Affiliate:
 - (i) Shall have no right, title, claim, or interest to any commission or bonus from the sales generated by the Affiliate's former organization, or any other payments in association with the Affiliate's former independent position;
 - (ii) Effectively waives any and all claims to property rights or any interest in or to the Affiliate's former organization; and
 - (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 Proceller8.

4.4 Modification of the Affiliate Agreement

- a) An Affiliate may modify his or her existing Affiliate Agreement (i.e., add a Spouse or partner to the account, or change the form of ownership from an individual to a business entity owned by the Affiliate) by submitting a written request, accompanied by a new Affiliate Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first Agreement), and any appropriate supporting documentation. The new agreement must be approved by Proceller8.

4.5 Unauthorized Transfer & Re-Enrollment

- a) In the event an Affiliate discovers that an Affiliate in their organization has reenrolled under a different Affiliate, the Affiliate should notify the Proceller8 Compliance Department and request the Affiliate be transferred back to his/her organization without the new organization he/she may have created in the new spot.

4.6 Change of Sponsor for Affiliates

- a) Placement corrections may be requested within a period of seventy-two (72) hours from the time of Placement. Such adjustments require written permission from the Proceller8 Support Department. Such requests must be submitted from the personal back office of the Sponsor as well as the Affiliate seeking to be moved.
- b) At the discretion of Proceller8, Affiliates who have not ordered products or services for at least six (6) months, and who have not tendered a letter of resignation, are eligible to reenroll in Proceller8 under the Sponsor of their choice.
- c) Upon written notice to Proceller8 that a former Affiliate wishes to reenroll, Proceller8 will “compress” (close) the original account. A new Proceller8 ID number will then be issued to the former Affiliate. The Affiliate does not retain former rank, organization, or rights to commission from his or her former organizations.
- d) Proceller8 reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.
- e) Proceller8 retains the right to approve or deny any request to reenroll after an Affiliate’s termination.
- f) If re-enrollment is approved, the former Affiliate will be issued a new Proceller8 ID number and will be required to submit a new Affiliate Agreement and pay the new Affiliate's annual membership fee. The Affiliate will not be entitled to keep any former rank, organization, or rights to commission from any prior organization.

4.7 Voluntary Termination

- a) An Affiliate may immediately terminate his or her position by submitting a written notice or email to the Proceller8 Compliance Department at compliance@Proceller8.com. The written notice must include the following:

- (i) A statement of the Affiliate's intent to terminate the Agreement;
 - (ii) Date of termination;
 - (iii) Proceller8 Identification Number;
 - (iv) Reason for terminating; and
 - (v) Signature.
- b) A Proceller8 Affiliate may not use termination as a way to immediately change Sponsor and Placement. Instead, the Affiliate who has voluntarily terminated is not eligible to reapply for a position or have any financial interest in any Proceller8 business for six (6) months from the date of their last purchase or showing as "inactive" in the system. No partial reimbursement for the Membership Fee will be issued.

4.8 Involuntary Termination

- a) Proceller8 reserves the right to terminate an Affiliate's position for, but not limited to, the following reasons:
- (i) Violation of any provision of the Affiliate Agreement;
 - (ii) Violation of any applicable law, ordinance, or regulation regarding the Proceller8 business;
 - (iii) Engaging in unethical business practices or violating standards of fair dealing; or
 - (iv) Returning over \$500 worth of products, services, and/or sales tools for a refund within a twelve (12) month period.
- b) Proceller8 will notify the Affiliate in writing by certified mail, return receipt requested, or overnight documented mail, at his or her last known address of its intent to terminate the Affiliate's position and the reasons for termination. The Affiliate will have fifteen (15) calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Proceller8 will then have thirty (30) calendar days from the date of receipt of the Affiliate's response to render a final decision as to termination.
- c) If a decision is made by Proceller8 to terminate the Affiliate's Agreement, Proceller8 will inform the Affiliate in writing that the Affiliate Agreement is terminated effective as of the date of the written notification.
- d) If the termination is not rescinded, the termination will be effective as of the date of the original termination notice from Proceller8. The former Affiliate shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Proceller8 products or services. Proceller8 will notify the active Upline Sponsor within ten (10) days after termination. The organization of the terminated Affiliate will "roll-up" to the active Upline Sponsor on record.
- e) The Affiliate who is involuntarily terminated by Proceller8 may not reapply for a position, either under his or her present name or any other name or entity, without the express written consent of Proceller8, following a review by the Proceller8 Compliance Committee.

In any event, such Affiliate may not reapply for a position for 12 months from the date of termination.

5.0 BUSINESS ENTITIES

5.1 Definition

- a) A corporation, partnership, or trust (collectively referred to as a “business entity”) may apply to be an Affiliate.
- b) An Affiliate may change their status under the same Sponsor from an individual to a partnership, corporation, or trust or from one type of business entity to another. The new entity must be approved by Proceller8.

5.2 Independent Business Relationship; Indemnification for Actions

- a) Affiliates are independent contractors acting in the capacity of a wholly independent marketing representative who establish and service retail customers for Proceller8 products. The Affiliate Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between Affiliates and Proceller8 or Affiliates and any other participant in Proceller8. As independent contractors, Affiliates will:
 - (i) Comply with all applicable federal, and local laws, rules, and regulations pertaining to the Affiliate Agreement, including the sale, distribution, and advertising of Proceller8 products, and
 - (ii) At Affiliate’s own expense, complete all filings, and obtain such licenses as are required by applicable federal, and local laws, rules, and regulations, with respect to the Affiliate’s Agreement and Affiliate’s activities as an Affiliate.
- b) Affiliates have no authority to bind Proceller8 to any obligation. It is each Affiliate’s responsibility to pay all income, local, or applicable taxes as an independent contractor, and Affiliates are not eligible for employee benefits, such as unemployment compensation, worker’s compensation, or minimum wages. Proceller8 encourages its Affiliates to set their own hours and to supply all of their own equipment and tools for operating their Proceller8 business, such as telephones, transportation, professional services, office equipment, and supplies. Further, Affiliates should determine their own methods of sale, so long as they comply with the Policies of Proceller8. Without limiting the generality of the foregoing, Affiliates shall be fully responsible for:
 - (i) All applicable federal, state, and local tax withholding, worker’s compensation contributions, license requirements, and fees related to the Affiliate’s earnings and activities as an Affiliate; and
 - (ii) All expenses incurred in connection with the operation of the Affiliate’s Proceller8-related business, including but not limited to, travel, meals, accommodation, secretarial, office, telephone, and other business expenses.
- c) The Affiliate is fully responsible for all of his or her verbal and written communications made regarding Proceller8 products, services, and Compensation Plan that are not expressly contained within official Proceller8 materials. Affiliates shall indemnify and hold harmless Proceller8, its directors, officers, employees, product suppliers, and agents from

and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by Proceller8 as a result of the Affiliate's unauthorized representations of actions. This provision shall survive the termination of the Affiliate Agreement.

5.3 Insurance

- a) Proceller8 encourages Affiliates to arrange insurance coverage for their business. A homeowner's insurance policy does not typically cover business-related injuries, or the theft of, or damage to, inventory or business equipment. Proceller8 Affiliates need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

6.0 POLICY VIOLATIONS

6.1 Reporting Policy Violation

- a) An Affiliate who observes a policy violation by another Affiliate or Proceller8 Customer should submit an e-mail to compliance@Proceller8.com with the following information:
 - (i) The nature of the violation;
 - (ii) Specific facts to support the allegations;
 - (iii) Dates;
 - (iv) Number of occurrences;
 - (v) Persons involved; and
 - (vi) Supporting documentation.
- b) Once the matter has been presented to Proceller8, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.
- c) This section refers to the general reporting of Policy violations as observed by other Affiliates for the mutual effort to support, protect, and defend the integrity of the Proceller8 business and opportunity. If an Affiliate has a grievance or complaint against another Affiliate which directly relates to his or her Proceller8 business, the procedures set forth in these Policies must be followed.

6.2 Adherence to the Proceller8 Compensation Plan

- a) An Affiliate must adhere to the terms of the Proceller8 Compensation Plan as set forth in these Policies as well as in official Proceller8 literature. Deviation from the Compensation Plan is prohibited.
- b) An Affiliate shall not offer the Proceller8 opportunity through or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Proceller8 literature.
- c) An Affiliate shall not require or encourage a current or prospective Affiliate to participate in Proceller8 in any manner that varies from the Compensation Plan as set forth in official Proceller8 literature.

- d) An Affiliate shall not require or encourage a current or prospective Affiliate to make a purchase from or payment to any individual or other entity as a condition to participating in the Proceller8 Compensation Plan.
- e) The Compensation Plan is subject to change at any time. When that happens, Proceller8 will post notifications via webinars, e-mail, SMS, and/or back office. A current Compensation Plan is always available on the Proceller8 resources page <http://www.Proceller8.com/resources>. It is the Affiliate's responsibility to check these channels to be aware of any changes.

6.3 Adherence to Laws and Ordinances

- a) Many cities, counties, and townships have laws regulating certain home-based businesses. Affiliates must check their local laws and obey the laws that apply to them.
- b) A Proceller8 Affiliate or Customer shall comply with all Federal and local laws and regulations in their conduct of his or her Proceller8 business.
- c) An Affiliate accepts sole responsibility for and agrees to pay all fines and incur all liabilities for his or her actions that violate any laws or ordinances.

6.4 Compliance with Applicable Income Tax Laws

- a) An Affiliate accepts sole responsibility for and agrees to pay all Federal, State, and local taxes on any income generated as an Independent Affiliate, and further agrees to indemnify Proceller8 from any failure to pay such tax amounts when due.
- b) If an Affiliate's business is tax-exempt, the Federal Business Number must be provided to Proceller8 in writing.
- c) Proceller8 encourages all Affiliates to consult with a tax advisor for additional information for their business. Proceller8 is required to charge and remit sales tax to the various states or provinces based on the retail price, including receipt of trips, prizes, or awards in the amount of \$600.00 or more.

6.5 One Proceller8 Business Per Affiliate

- a) An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Proceller8 business. No individual (together with their spouse) may have, operate or receive compensation from more than one Proceller8 business. Individuals of the same family unit, excluding spouses, may each enter into or have an interest in their own separate Proceller8 businesses. A "family unit" is defined as parents or dependent children living at or doing business at the same address. Each position must build their position separate and independent of the other or the position will be deemed to be stacking.

6.6 Actions of Household Members or Affiliated Parties

- a) If any member of an Affiliate's immediate household engages in any activity which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate, and Proceller8 may take disciplinary action pursuant to these Policies against the Affiliate. Similarly, if any individual associated in any way with a corporation, partnership, trust, or other entity (collectively "business entity")

violates the Agreement, such action(s) will be deemed a violation by the business entity, and Proceller8 may take disciplinary action against the business entity. Likewise, if an Affiliate enrolls in Proceller8 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 Affiliate Agreement.

6.7 Identification Numbers and Pay-Out

- a) Each Affiliate is required to provide his or her federal Social Security Number or Federal Tax Identification Number if located in the United States or any of its territories to Proceller8 at the time the Affiliate initiates a transfer of monies or earnings accumulated in the Affiliate's Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a Pay-Out and Proceller8 reserves the right to withhold Pay-Out from any Affiliate who fails to provide such information or who provides false information.
- b) Upon enrollment, Proceller8 will provide a Proceller8 Identification Number to the Affiliate. This number will be used to place orders, structure organizations, and track commissions and bonuses.

6.8 Sell, Assign, or Delegate Ownership

- a) In order to preserve the integrity of the hierarchical structure, it is necessary for Proceller8 to place restrictions on the transfer, assignment, or sale of a position.
- b) An Affiliate may not sell or assign his or her rights or delegate his or her position as an Affiliate without prior written approval by Proceller8, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Proceller8.
- c) Should the sale be approved by Proceller8, the Buyer of the selling Affiliate's position ("Seller") assumes the position of the Seller at the current qualified title, but not at the current "paid as" rank, at the time of the sale and acquires the Seller's organization.
- d) To request corporate authorization for a sale or transfer of a Proceller8 position, the following items must be submitted to the Proceller8 Compliance Department:
 - (i) A Sale/Transfer of Position Form properly completed, with the requisite signatures. You can request this form at support@proceller8.com and submit it signed, dated, and notarized by both Buyer and Seller;
 - (ii) The Buyer has accepted the Policies for an Affiliate; and
 - (iii) Any additional supporting documentation requested by Proceller8.
- e) Any debt obligations that either Seller or Buyer may have with Proceller8 must be satisfied prior to the approval of the sale or transfer by Proceller8.
- f) An Affiliate who sells his or her position is not eligible to reenroll as a Proceller8 Affiliate in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies.

6.9 Separating a Proceller8 Business

- a) Pending a divorce or dissolution of a 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 Proceller8 business whereby the relinquishing Spouse (which term herein means either an individual that is legally married or an individual that is party to a legally recognized common-law relationship), shareholders, partners, members or trustees (“Relinquishing Party”) authorize Proceller8 to deal directly and solely with the other Spouse, non- relinquishing shareholder, partner, member, or trustee;
 - (ii) The parties may continue to operate the Proceller8 business jointly on a “business as usual” basis, whereupon all compensation paid by Proceller8 will be paid in the name designated as the Affiliate or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Proceller8 will pay compensation to the name on record and in such event, the Affiliates named on the account shall indemnify Proceller8 from any claims from the other business owner(s) or the other Spouse with respect to such payment.
- b) Proceller8 recognizes only one organization and will issue only one commission payment transfer per Proceller8 business per commission cycle. Under no circumstances will the organization be divided, nor will Proceller8 split commission and/or bonuses.
- c) If a relinquishing Spouse, partner, or owner of the business has completely relinquished, in writing, all rights to the original Proceller8 business, he or she may immediately thereafter reenroll 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 Affiliate or active Customer in the former organization, and must develop a new business in the same manner as any other new Proceller8 Affiliate. An Affiliate in the Relinquishing Party’s former organization who wishes to transfer to the Relinquishing Party’s new organization or to any other organization must comply with the requirements in Section 4.0.

6.10 Succession

- a) The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assignees.
- b) Upon the death or incapacity of an Affiliate, the Affiliate’s business may be passed on to his or her legal successors in interest (“Successor”). Whenever a Proceller8 business is transferred by a will or other testamentary processes, the successor acquires the right to collect all bonuses and commissions of the deceased Affiliate’s sales organization. The Successor must:
 - (i) Complete and sign a new Proceller8 Affiliate Agreement;
 - (ii) Comply with the terms and provisions of the Affiliate Agreement; and
 - (iii) Meet all of the qualifications for the last rank achieved by the former Affiliate.
- c) Bonus and commission of a Proceller8 business transferred based on this section will be paid in a single transfer to the successor. The successor must provide Proceller8 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 position, not the highest rank or volume achieved.

- d) If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal Business Number. Proceller8 will issue all bonus and commission payments to the managing business entity only.
- e) Appropriate legal documentation must be submitted to the Proceller8 Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Proceller8 business, the Successor must provide the following to Proceller8 Compliance Department:
 - (i) A certified copy of the death certificate; and
 - (ii) A notarized copy of the will or other appropriate legal documentation establishing the Successor(s) right to the Proceller8 business.
- f) To complete a transfer of the Proceller8 business because of incapacity, the Successor must provide the following to the Proceller8 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 Proceller8 business; and
 - (iii) A completed Affiliate Agreement executed by the trustee.
- g) If the Successor is already an existing Affiliate, Proceller8 will allow such Affiliate to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Affiliate must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.
- h) If the Successor wishes to terminate the Proceller8 position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- i) Upon written request, Proceller8 may grant a one (1) month bereavement waiver and pay out at the last "paid as" rank.

7.0 DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action - Purpose

- a) Proceller8 reserves the right to impose disciplinary sanctions at any time, when it has determined that an Affiliate has violated the Agreement or any of these Policies or the Compensation Plan as they may be amended from time to time by Proceller8 in accordance herewith.

7.2 Consequences and Remedies of Breach

- a) Disciplinary actions may include one or more of the following:
- (i) Monitoring an Affiliate's conduct over a specified period of time to ensure compliance;
 - (ii) Issuance of a written warning or requiring the Affiliate to take immediate corrective action;
 - (iii) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Proceller8 receives adequate additional assurances from the Affiliate to ensure future compliance;
 - (iv) Suspension from participation in Company or Affiliate events, rewards, or recognition;
 - (v) Suspension of the Affiliate Agreement and position for one or more pay periods;
 - (vi) Involuntary termination of the Affiliate's Agreement and position;
 - (vii) Any other measure which Proceller8 deems feasible and appropriate to justly resolve injuries caused by the Affiliate's Policy violation or contractual breach; or
 - (viii) Legal proceedings for monetary or equitable relief.

7.3 Suspension Procedures

- a) First Violation: Counseling and initial warning letter.

A first violation usually occurs because the Affiliate is not familiar with the Policies or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the Affiliate the Policies and the specific violation, and to provide counseling on complying with the Policies and applicable laws. Compliance will also describe expectations and steps the Affiliate must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other Policy violations. Within three (3) days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to the Second Violation notice described below. Further action is possible if the breach is deemed material in nature.

- b) Second Violation: Second warning letter and temporary suspension

Although it is hoped that the Affiliate will promptly correct the violation(s), Proceller8 recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a temporary suspension of the Affiliate's account. During the suspension period, the Affiliate waives any and all rights to Pay-Out and must submit a signed reinstatement letter wherein the Affiliate acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by Proceller8, the suspension will be lifted, and the Affiliate will be able to request a Pay-Out. The Affiliate may be subject to additional discipline up to and including termination if the violation is not remedied or further violations

occur.

c) Third Violation: Suspension and final written warning

Repeated violations of the Policies are very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Affiliate and forfeiture of commissions for at least a month. The final written warning letter will include notification of such suspension, the extent of the commission forfeiture, and an indication that if the Affiliate violates the Policies again, the Affiliate will be terminated immediately.

d) Fourth Violation: Termination

As described above, Proceller8 will try to exercise the progressive nature of the Discipline policy by first providing warnings, a final written warning and suspension, and commissions forfeiture before proceeding to termination; however, Proceller8 reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, Affiliates may be terminated without prior notice or disciplinary action, as authorized by the Policies.

8.0 DISPUTE RESOLUTION

8.1 Grievances Against Another Affiliate

- a) If an Affiliate has a grievance or complaint against another Affiliate regarding any practice or conduct relating to their respective Proceller8 businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Proceller8 Compliance Department at compliance@Proceller8.com as outlined below in this Section.
- b) The Proceller8 Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Affiliate(s) involved.
- c) Proceller8 will confine its involvement to disputes regarding Proceller8 business matters only. Proceller8 will not decide issues that involve personality conflicts or unprofessional conduct by or between Affiliates outside the context of a Proceller8 business. These issues go beyond the scope of Proceller8 and may not be used to justify a Sponsor or Placement change or a transfer to another Proceller8 organization.
- d) Proceller8 does not consider, enforce, or mediate third-party agreements between Affiliates, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- e) Process for Grievances:
- (i) The Proceller8 Affiliate should submit a letter of complaint (e-mail will be accepted) directly to the Proceller8 Compliance Department. The letter shall set forth the details of the incident as follows:
- A. The nature of the violation;
 - B. Specific facts to support the allegations;
 - C. Dates;

- D. Number of occurrences;
 - E. Persons involved; and
 - F. Supporting documentation.
- (ii) Upon receipt of the written complaint, Proceller8 will conduct an investigation according to the following procedures:
- A. The Compliance Department will send an acknowledgment of receipt to the complaining Affiliate.
 - B. The Compliance Department will provide a verbal or written notice of the allegation to the Affiliate under investigation. If a written notice is sent to the Affiliate, he or she will have ten (10) business days from the date of the notification letter to present all information relating to the incident for review by Proceller8.
 - C. The Proceller8 Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
 - D. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Affiliate's calls, letters, and requests for "progress reports" during the course of the investigation will not be answered or returned.
- f) Proceller8 will make a final decision and timely notify the Proceller8 Affiliate involved.

8.2 Mediation Disputes Between an Affiliate and Proceller8

- a) Affiliates and Proceller8 (collectively "the Parties") recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Accordingly, the Parties agree to submit any controversy, claim, or dispute arising or relating to the Affiliate Agreement or the breach, termination, enforcement, interpretation, or validity of the Affiliate Agreement to non-binding mediation prior to filing any lawsuit or demand for arbitration. The Parties shall mutually select a mediator and share the cost of the mediation fee equally. Completion of mediation shall be a condition precedent to the filing of any lawsuit, demand for arbitration, or other formal claim. Any lawsuit or arbitration demand brought prior to mediation shall be dismissed for failing to comply with this provision and the party which failed to comply with this provision shall pay the other party's fees and expenses, including attorneys' fees, incurred in connection therewith. The mediation shall occur at the office of the mediator or at any neutral location located in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims, or controversy submitted to mediation.

8.3 Severability

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

8.4 Waiver

- a) Only an officer of Proceller8 can, in writing, affect a waiver of the Proceller8 Policies and Procedures. Proceller8's waiver of any particular breach by an Affiliate shall not affect Proceller8's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Affiliate.
- b) The existence of any claim or cause of action of an Affiliate against Proceller8 shall not constitute a defense to Proceller8's enforcement of any term or provision of these Policies

8.5 Governing Law

- a) The Parties agree that jurisdiction and venue of any controversy or claim arising from the Agreement or between Proceller8 and Affiliate shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Agreement or between Proceller8 and Affiliate.

9.0 PAYMENT OF COMMISSIONS & BONUSES

9.1 Bonus and Commission Qualifications

- a) An Affiliate must be active and in compliance with these Policies and Procedures set forth herein, along with all guidelines implemented to qualify for bonuses and commissions. So long as an Affiliate complies with the terms and conditions set forth in the Agreement, Proceller8 shall pay commissions to such Affiliate in accordance with the Compensation Plan and any amendments thereto.
- b) Proceller8 will not issue a payment earned of any form to an Affiliate without the receipt of the annual membership fee and properly completed Proceller8 Application.
- c) Proceller8 reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.

9.2 Computation of Commissions and Discrepancies

- a) In order to qualify to receive commissions and/or bonuses, an Affiliate must be in good standing and comply with the terms of the Agreement. Commissions, bonuses, overrides, and achievement levels are calculated each month.
- b) If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, business reports, genealogy, orders, or charges, the Affiliate must notify Proceller8 in writing within thirty (30) days of the date the alleged error or incident in question occurred. Any such errors, omissions, or problems not reported within thirty (30) days shall be deemed waived by the Affiliate.
- c) For additional information on payment of commissions, please review the Compensation Plan.

9.3 Adjustments to Bonuses and Commissions for Returned Products or Affiliate Memberships

- a) An Affiliate receives bonuses and commissions based on the actual sales of products to Customers and Affiliates through product purchases. When a product is returned to Proceller8 for a refund from the Customer or by an Affiliate, the bonuses and commissions attributable to the returned product will be deducted from the Affiliate who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- b) In the event that an Affiliate terminates his or her position, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Proceller8, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Proceller8 to the terminated Affiliate.

10.0 ORDERING PRODUCT

10.1 General Product Ordering Policies

- a) "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes;
 - (i) The enrollment of individuals or entities without the knowledge of and/or execution of an Application by such individuals or Business Entities;
 - (ii) The fraudulent enrollment of an individual or entity as an Affiliate or Customer;
 - (iii) The enrollment or attempted enrollment of non-existent individuals or Business Entities as an Affiliate or Customer ("phantoms");
 - (iv) Purchasing Proceller8 products or services on behalf of another Affiliate or Customer, or under another Affiliate's or Customer's ID number, to qualify for commissions or bonuses;
 - (v) Purchasing excessive amounts of products, services, or SmartShips that cannot reasonably be used or resold in a month; and/or 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 Customers or Affiliates.
- b) Proceller8 requires that Affiliates use their own credit cards and not allow others to use them. An Affiliate shall not use another Affiliate's or Customer's credit card or debit account to enroll in Proceller8 or purchase products, services, or SmartShip.
- c) Regarding an order with an invalid or incorrect payment, Proceller8 will attempt to contact the Affiliate by phone, mail, or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of three (3) business days, the order will be canceled.
- d) Prices are subject to change without notice.
- e) An Affiliate or Customer who is a recipient of a damaged or incorrect order must notify Proceller8 within thirty (30) calendar days from receipt of the order and follow the procedures as set forth herein, along with the Return/Exchange Policies and any and all

guidelines then effective and any amendments thereto.

10.2 Sales to Customers

- a) Sales to retail customers may be done directly through Affiliate replicated websites or directly using product that Affiliate has in inventory.
- b) Affiliates will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation. When making a sale to a customer, an Affiliate must provide him/her with an official Proceller8 retail receipt at or prior to the time of the initial sale and every sale thereafter. Affiliates will need to customize the template with his/her personal information. If the customer exercises the right to cancel the sale, Affiliates shall follow the refund procedures described in this section.
- c) The customer should return all unused product to Proceller8. These sales receipts set forth:
 - (i) The consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the sales receipt up to ten (10) days after the customer receives a copy of the receipt or invoice; and
 - (ii) Proceller8's thirty (30) day return policy. The retail sales receipt may be downloaded from an Affiliate's back office in template form. Affiliates must duplicate the form and provide one to the retail customer and retain a copy for their records.

10.3 Insufficient Funds

- a) All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.
- b) Any outstanding balance owed to Proceller8 by an Affiliate or Customer from NSF (non-sufficient funds) or insufficient fund fees (ACH), will be withheld by Proceller8 from that Affiliate's future bonuses and commission funds.
- c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Affiliate, constitute grounds for disciplinary sanctions or termination of the account.
- d) If a credit card order or automatic debit is declined the first time, the Customer or Affiliate will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Affiliate may be deemed ineligible to purchase Proceller8 products or services or participate in the monthly Smart-Ship. Note: Participation by Affiliates in Proceller8's monthly SmartShips, which is a recurring product order program, is entirely optional, and is not required in order to become a Customer or Affiliate, move up in rank, or otherwise fully participate in the Rewards Program.

10.4 Credit Card Purchases

- a) Credit card purchases may only be made by the individual or Business Entity whose name and address appear on the credit card. An Affiliate or Customer may not use another individual's or Business Entity's credit card to purchase Proceller8 products (regardless of whether that Affiliate/Customer has permission from that individual/entity to do so). Proceller8 considers such transactions fraudulent and will report them to the proper authorities for settlement.
- b) Under no circumstance will any Affiliate and/or Customer charge back any credit card purchases. Any Affiliate and/or Customer who does so will immediately lose all credit card ordering privileges. If an erroneous charge is applied to an Affiliate and/or Customer's credit card, the Affiliates or Customer should immediately contact the Proceller8 Support Team via email at support@proceller8.com to initiate an investigation and resolution.
- c) If an Affiliate or Customer notifies his or her banking institution and requests a chargeback for the amount of the purchase, the person's Account will be automatically closed indefinitely upon Proceller8's notification of the disputed purchase.

10.5 Sales Tax Obligation

- a) The Affiliate shall comply with all federal and local taxes and regulations governing the sale of Proceller8 Science products and services.
- b) Proceller8 will collect and remit sales tax on Affiliate orders. When orders are placed with Proceller8, sales tax is prepaid based upon the suggested retail price. Proceller8 will remit the sales tax to the appropriate jurisdictions. The Affiliate may recover the sales tax when he or she makes a sale. Proceller8 Affiliates are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- c) Proceller8 encourages each Affiliate to consult with a tax advisor for additional information for his or her business.
- d) Proceller8 is required to charge and remit sales tax to the various states and U.S territories based on the retail price.

10.6 Refund Policy

- a) Proceller8 Customers:
 - (i) If within the first thirty (30) days, you are not satisfied with the product you must contact support@proceller8.com to return the unused portion of the product for a full refund, of the product purchase amount, less a ten (10%) percent restocking fee and the cost of shipping. After thirty (30) days and up to ninety (90) days post-purchase, you must contact support@proceller8.com to return the remaining sellable portion of the product for a full refund of the sellable portion, less a ten (10%) restocking fee. Any shipping and handling charges incurred when shipping and/or returning the product will not be refunded. Additionally, anytime an order is refunded, all commissions paid on the returned product will be deducted. Only products purchased directly from Proceller8 are eligible for a refund. Proceller8 may refuse to issue a refund if it finds in its sole discretion that any of the conditions in this section have not been met.

- b) Affiliates:
- (i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact support@proceller8.com to return the unused portion of the product for a full refund, less a ten (10%) restocking fee and the cost of shipping. Your Affiliate account may be subject to six (6) months suspension.
 - (ii) After thirty (30) and ninety (90) days post-purchase, you must contact support@proceller8.com to return the remaining sellable portion items for a refund if the products are in resalable condition, less a ten (10%) restocking fee. Any shipping and handling charges incurred will not be refunded.
 - (iii) Anytime an order is refunded, all commissions paid on the returned product will be deducted.
 - (iv) If you receive a product that is damaged or otherwise defective, you may return the product within thirty (30) days of receipt for a full refund or replacement product.
 - (v) All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. Proceller8 is not responsible for fluctuating exchange rates.
- c) Terminated Promoters: If a terminated Promoter has purchased Proceller8 products, Proceller8 will issue a refund or credit for any products purchased by the Promoter if: (i) the product is in Resalable condition; (ii) the Resalable product is returned to Proceller8 within twenty (20) days form the date of termination; and (iii) the Promoter provides proof the product was purchased within twelve (12) months preceding the date of termination. [Note: the twelve (12) month requirements not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico]. Refunds are subject to a ten percent (10%) handling fee. Shipping costs are not refundable.
- d) Montana Residents: ProPak and Cancellation Return. A new Promoter has up to fifteen (15) days to cancel their agreement with Proceller8. The Promoter is entitled to a full refund of the ProPak as long as all of the items from their ProPak are returned and the items are still sealed and have not been used in any way. Neither shipping and handling charges incurred by a Promoter when the ProPak was purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account used when purchasing. Per Proceller8's refund policy, if a Promoter was paid a commission based on products(s) purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on that product purchase will be deducted from the amount of the refund or a future commission payout. Additionally, if a Promoter cancels after fifteen (15) days, but within twelve (12) months, and has not received any financial benefit by purchasing a ProPak, they can receive a ninety (90%) percent refund on any currently marketable products sold that have not been resold or consumed or are seasonal, discontinued, or special promotional items.

10.7 Return Process

- a) All returns, whether by a Customer or Affiliate, must be made as follows:

- (i) Obtain a Return Merchandise Authorization (“RMA”) from Proceller8 by contacting support@proceller8.com and submitting a request. Products must be received back in our facility within fourteen (14) days from the date issued. Any package received without this information on the outside of the box may be refused and may result in a refund not issued.
- (ii) Ship items to the address provided by Proceller8 customer service when you receive your Return Merchandise Authorization.
- (iii) Provide a copy of the sales receipt or invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
- (iv) Ship product back in the original manufacturer’s box exactly as it was delivered.
- (v) All returns must be shipped to Proceller8 prepaid, as Proceller8 does not accept shipping COD packages. Proceller8 recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Affiliate. If the returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Affiliate to trace the shipment of the product wherein no credit will be applied.
- (vi) The return of \$500 or more of products accompanied by a request for a refund within one (1) calendar year by an Affiliate, may constitute grounds for involuntary termination.

11.0 PROCELLER8 OPPORTUNITY

11.1 Presentation of Compensation Plan

- a) In presenting the Proceller8 opportunity to potential Customers and Affiliates, an Affiliate is required to comply with the following provisions:
 - (i) An Affiliate shall present a copy of the Proceller8 Income Disclosure Statement when presenting the opportunity to prospective Affiliates and take special precautions to not misquote or omit any significant material fact about the Compensation Plan.
 - (ii) An Affiliate shall make it clear that the Compensation Plan is based upon sales of Proceller8 products and services and upon the sales from other Affiliates sponsored within their organization.
 - (iii) An Affiliate shall make it clear that success can be achieved only through substantial and diligent independent efforts.
 - (iv) A Proceller8 Affiliate shall not make income projections, claims, or guarantees while presenting or discussing the Proceller8 opportunity or Compensation Plan to prospective Affiliates or Customers. A Proceller8 Affiliate MUST inform all prospective Affiliates that success requires substantial work and make available the Proceller8 Income Disclosure Statement to prospective Affiliates.
 - (v) An Affiliate may not make any claims regarding products or services of any products offered by Proceller8, except those contained in official Proceller8 literature.

- (vi) An Affiliate may not use official Proceller8 material to promote the Proceller8 business opportunity in any country where Proceller8 is not duly authorized to conduct business.

11.2 Sales Requirements Are Governed by the Compensation Plan

- a) There are no exclusive territories granted to anyone. No franchise fees are applicable to a Proceller8 business. Proceller8 products may only be sold where Proceller8 is licensed or otherwise authorized to conduct business.
- b) The Proceller8 program is built on sales to the ultimate consumer or end-user. Proceller8 encourages its Affiliates to only purchase inventory, in reasonable quantities, 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. Affiliates must never attempt to influence any other Affiliates to buy more products than they can reasonably use or sell to retail customers in a month.
- c) Each Affiliate commits to personally use, sell, or use in business building at least 70% of every order placed with Proceller8 prior to placing another order, and must be able to certify as much if demanded by Proceller8 or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited. Proceller8 retains the right to limit the amount 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.

12.0 PROPRIETARY INFORMATION & TRADE SECRETS

12.1 Business Reports, Lists, and Proprietary Information

- a) By agreeing to the Affiliate Agreement, the Affiliate acknowledges that business reports, lists of Customer and Affiliate names and contact information, and any other information, which contain financial, scientific, or other information, both written or otherwise circulated by Proceller8 or pertaining to the business of Proceller8 (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Proceller8.

12.2 Obligation of Confidentiality

- a) During the term of the Affiliate Agreement and for a period of two (2) years after the termination or expiration of the Affiliate Agreement between the Affiliate and Proceller8, the Affiliate shall not:
 - (i) Use the information in the Reports to compete with Proceller8 or for any purpose other than promoting his or her Proceller8 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.

12.3 Breach and Remedies

- a) The Affiliate 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 Proceller8 and to independent Proceller8 businesses. Proceller8

and its Affiliates will be entitled to injunctive relief or to recover damages against any Affiliate who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorneys' fees, court costs, and expenses.

12.4 Return of Materials

- a) Upon demand by Proceller8, any current or former Affiliate will return the original and all copies of all Reports to Proceller8 together with any Proceller8 confidential information in such person's possession.

13.0 PRIVACY POLICY

13.1 Introduction

- a) This Privacy Policy is to ensure that all Customers and Affiliates understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section, all Affiliates must comply with applicable privacy laws governing the collection, use, and disclosure of Customer and fellow Affiliate information.

13.2 Expectation of Privacy

- a) Proceller8 recognizes and respects the importance its Customers and Affiliates place on the privacy of their financial and personal information. Proceller8 will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of, its Customers' and Affiliates' financial and account information and nonpublic personal information.
- b) By entering into the Affiliate Agreement, an Affiliate or Customer authorizes Proceller8 to disclose his or her name and contact information to upline Affiliates solely for activities related to the furtherance of the Proceller8 business. An Affiliate 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 organization and conducting the Proceller8 business.

13.3 Employee Access to Information

- a) Proceller8 limits the number of employees who have access to Customer and Affiliate nonpublic personal information.

13.4 Restrictions on the Disclosure of Account Information

- a) Proceller8 will not share non-public personal information or financial information about current or former Customers or Affiliates with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers' or Affiliates' interests or to enforce its rights or obligations under these Policies or Affiliate Agreement or with written permission from the accountholder on file.

14.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF PROCELLER8 AND TRADEMARKS

14.1 Labeling, Packaging, and Displaying Products

- a) A Proceller8 Affiliate and/or Customer may not relabel, repackage, refill, or alter labels of any Proceller8 product, service, information, materials, or program(s) in any way.

Proceller8 products and services must only be sold in their original containers from Proceller8. Such relabeling or repackaging violates federal and regulatory laws, which may result in criminal or civil penalties or liability.

- b) A Proceller8 Affiliate shall not cause any Proceller8 product or service or any Proceller8 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); or
 - (ii) Where the retail establishment is owned or managed by the Proceller8 Affiliate 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) An Affiliate may sell Proceller8 products and services and display the Proceller8 trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of Proceller8.
- d) An Affiliate or Customer is prohibited from selling Proceller8 products and services and displaying the Proceller8 trade name, trademark, or service marks at any kiosk or booth located in any retail establishment, such as a mall or retail facility.
- e) Proceller8 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 Proceller8 opportunity.

14.2 Use of Proceller8 and Protected Materials

- a) A Proceller8 Affiliate must safeguard and promote the good reputation of Proceller8 and the products and services it markets. The marketing and promotion of Proceller8, the Proceller8 opportunity, the Compensation Plan, and Proceller8 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 Proceller8 must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the Proceller8 Compliance Department.
- c) The name of Proceller8, each of its product and service names, and other names that have been adopted by Proceller8 in connection with its business are proprietary trade names, trademarks, and service marks of Proceller8. As such, these marks are of great value to Proceller8 and are supplied to Affiliates for their personal use only in an expressly authorized manner.
- d) A Proceller8 Affiliate's use of the name "Proceller8" is restricted to protect Proceller8 proprietary rights, ensuring that the Proceller8 protected names will not be lost or compromised by unauthorized use. Use of the Proceller8 name on any item not produced by Proceller8 is prohibited except as follows:
 - (i) [Affiliate's name] Independent Proceller8 Affiliate.
 - (ii) [Affiliate's name] Independent Affiliate of Proceller8 products and services.

- e) Further procedures relating to the use of the Proceller8 name are as follows:
 - (i) All stationery (i.e., letterhead, envelopes, and business cards) bearing the Proceller8 name or logo intended for use by the Proceller8 Affiliate must be submitted via email to the Proceller8 Compliance Department for approval. Submit to: compliance@Proceller8.com.
 - (ii) Proceller8 Affiliates may list "Independent Proceller8 Affiliate" in the white pages of the telephone directory under his or her own name.
 - (iii) Proceller8 Affiliates may not use the name Proceller8 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 Proceller8 Affiliate."
- f) Certain photos and graphic images used by Proceller8 in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Affiliates. If an Affiliate wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- g) A Proceller8 Affiliate shall not appear on or make use of television or radio or make use of any other media to promote or discuss Proceller8 or its programs, products, or services without prior written permission from the Proceller8 Compliance Department.
- h) An Affiliate may not produce for sale or distribution any Company event or speech, nor may an Affiliate reproduce Proceller8 audio or video clips for sale or for personal use without prior written permission from the Proceller8 Compliance Department.
- i) Proceller8 reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Affiliate.
- j) An Affiliate shall not promote non-Proceller8 products or services in conjunction with Proceller8 products or services on the same social media site or same advertisement without prior approval from Proceller8 Compliance Department.
- k) Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Proceller8 may not be made except those contained in official Proceller8 literature. In particular, no Affiliate may make any claim that Proceller8 products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Proceller8 policies, but they also potentially violate federal and state laws and regulations.
- l) An Affiliate and/or Customer may not make any claims regarding products or services of any products offered by Proceller8, except those contained in official Proceller8 literature.

14.3 Faxes and E-mail - Limitations

- a) Except as provided in this section, an Affiliate may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or "spamming" that advertises or promotes the operation of his or her Proceller8 business. The exceptions are:

- (i) Emailing any person who has given prior permission or invitation; or
 - (ii) Emailing any person with whom the Affiliate has established a current business or personal relationship.
- b) In all states or U.S. or International territories where prohibited by law, an Affiliate 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 e-mail or computer broadcasted documents subject to this provision shall include each of the following:
- (i) A clear and obvious identification that the fax or email message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
 - (ii) A clear 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 facsimile or 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 sender's fax or e-mail address, and a valid sender physical address;
 - (vii) The date and time of the transmission; and
 - (viii) Upon notification by the recipient of his or her request not to receive further faxed or e-mailed documents, a Proceller8 Affiliate shall not transmit any further documents 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; and
 - (ii) Sexually explicit materials.

14.4 Internet and Third-Party Website Restrictions

- a) An Affiliate and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell, or advertise their Proceller8 business. An Affiliate and/or Customer is prohibited to use or attempt to register any of Proceller8's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Proceller8 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) An Affiliate may not (directly or indirectly through an intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any Proceller8 products or services or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include, but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy. This obligation survives the termination of a Proceller8 Affiliate Agreement with Proceller8.
- c) Social Media sites may be used to sell or offer to sell Proceller8 products or services. PROFILES A AFFILIATE OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE PROCELLER8 IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE AFFILIATE AS AN INDEPENDENT PROCELLER8 AFFILIATE, and when an Affiliate and/or Customer participates in those communities, Affiliates and/or Customers 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 Proceller8's sole discretion, and offending Affiliate and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Proceller8 approved library, official Proceller8 website, or social media outlet. If a link is provided, it must link to the posting Affiliate's Replicated website.
- d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Affiliates will be subject to disciplinary action.
- e) Affiliates and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Affiliates or Customers create, or leave must be useful, unique, relevant, and specific to the blog's article.
- f) Affiliates and/or Customers must disclose their full name on all Social Media postings and conspicuously identify themselves as an Independent Proceller8 Affiliate for Proceller8. Anonymous postings or use of an alias is prohibited.
- g) Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Proceller8 income opportunity, Proceller8's products and services, and/or your biographic information and credentials.
- h) An Affiliate and/or Customer are personally responsible for their postings and all other online activity that relates to Proceller8. Therefore, even if an Affiliate does not own or operate a blog or Social Media site, if an Affiliate and/or Customer posts to any such site that relates to Proceller8 or which can be traced to Proceller8, the Affiliate is responsible for the posting. An Affiliate and/or Customer are also responsible for postings which occur on any blog or Social Media site that the Affiliate and/or Customer owns, operates, or controls.
- i) As a Proceller8 Affiliate, it is important to not converse with any person who places a negative post against you, other Affiliates, or Proceller8. Report negative posts to Proceller8 at support@proceller8.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Proceller8, and therefore damages the reputation and goodwill of Proceller8.
- j) The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust. Proceller8, therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are

herein prohibited.

- k) If your Proceller8 business is canceled for any reason, you must discontinue using the Proceller8 name, and all of Proceller8's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Proceller8 Affiliate, you must conspicuously disclose that you are no longer an Independent Proceller8 Affiliate.
- l) Failure to comply with these Policies for conducting business online may result in the Affiliate losing their right to advertise and market Proceller8 products, services, and Proceller8's business opportunity online in addition to any other disciplinary action available under the Policies.
- m) Affiliates are prohibited from selling Proceller8 products to individuals or entities that they know or should know, intend to resell the products. Affiliates must sell Proceller8 products only to end-user customers and Affiliates shall not sell to any person any quantity of Proceller8 products greater than that generally purchased by an individual for personal use. Affiliates must take reasonable steps to ensure that they do not violate these prohibitions.

14.5 Advertising and Promotional Materials

- a) You may not advertise any Proceller8 products or services at a price LESS than the highest company published, established retail price of ONE offering of the Proceller8 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 Proceller8.
- 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 Proceller8 Compliance Department.
- d) All requests for approvals with respect to advertising must be directed in writing to the Proceller8 Compliance Department.
- e) Proceller8 reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Affiliate.

14.6 Testimonial Permission

- a) By agreeing to the Proceller8 Affiliate Agreement, an Affiliate gives Proceller8 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 Proceller8 Business Opportunity, an Affiliate waives any right to be compensated for the use of his or her testimonial or image and likeness even though Proceller8 may be paid for items or sales materials containing such image and likeness and represents that any testimonial represents an Affiliate's current, original, honest opinion, thoughts, beliefs, findings, or experiences, based on an Affiliate's actual

experience with Proceller8 and any stated use of Proceller8 products and/or services, and agrees to notify an Affiliate immediately of any changes in the views expressed in the testimonial. In some cases, an Affiliate's testimonial may appear in another Affiliate's advertising materials. If an Affiliate does not wish to participate in Proceller8 sales and marketing materials, he or she should provide a written notice to the Proceller8 Compliance Department to ensure that his or her testimonial, image, or likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

14.7 Telemarketing - Limitations

- a) A Proceller8 Affiliate must not engage in telemarketing in relation to the operation of the Affiliate's Proceller8 business. The term "telemarketing" means the placing of one or more telephone calls, text messages, emails, or facsimile transmissions to an individual or entity to induce the purchase of Proceller8 products or services or to recruit them for the Proceller8 opportunity.
- b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- c) While an Affiliate 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 Affiliate to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
- d) "Cold calls" or unsolicited calls/texts/emails/faxes made to prospective Customers or Affiliates in order to promote Proceller8 products, services, or the Proceller8 opportunity is considered telemarketing and is prohibited.
- e) Exceptions to Telemarketing Regulations

A Proceller8 Affiliate may place telephone calls or faxes to prospective Customers, or Affiliates under the following limited situations:

- (i) If the Affiliate has an established current business relationship with the prospect;
- (ii) In response to the prospect's personal inquiry or application regarding a product or service offered by the Proceller8 Affiliate, within three (3) months immediately before the date of such a call/fax;
- (iii) If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call/fax;
- (iv) If the call/fax is to family members, personal friends, or acquaintances. However, if an Affiliate makes a habit of collecting business cards from everyone, he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption; and
- (v) Proceller8 Affiliates engaged in calling "acquaintances" must make such

calls/faxes on an occasional basis only and not as a routine practice.

- f) An Affiliate shall not use automatic telephone dialing systems in the operation of his or her Proceller8 businesses.
- g) Failure to abide by Proceller8 Policies or regulations as set forth by the federal government regarding telemarketing may lead to sanctions against the Affiliate's position, up to and including termination of the position.
- h) By signing the Affiliate Agreement, or by accepting commissions, other payments, or awards from Proceller8, an Affiliate gives permission to Proceller8 and other Affiliates to contact them as permitted under the Federal Do Not Call regulations.
- i) In the event, an Affiliate violates this section, Proceller8 reserves the right to institute legal proceedings to obtain monetary or equitable relief.

15.0 INTERNATIONAL MARKETING

15.1 International Marketing Policy

- a) A Proceller8 Affiliate is authorized to sell Proceller8 products and services to Customers and Affiliates only in the countries in which Proceller8 is authorized to conduct business, according to the Policies of each country. Proceller8 Affiliates may not sell products or services in any country where Proceller8 products and services have not received applicable government authorization or approval.
- b) An Affiliate may not, in any unauthorized country, conduct sales, enrollment, or training meetings, enroll, or attempt to enroll potential Customers or Affiliates nor conduct any other activity for the purpose of selling Proceller8 products and services, establishing a sales organization, or promoting the Proceller8 business opportunity.

16.0 SMARTSHIP CANCELLATION

- a) To cancel or modify your SmartShip at any time you may email support@proceller8.com You can also modify or cancel your order at any time through your portal at proceller8.com. By selecting the "SmartShip" option on the website, you are giving Proceller8 authorization to enroll you in the automatic shipping program. Proceller8 will ship your products directly to you. You are also authorizing Proceller8 to charge your credit card for the products you have ordered on a monthly basis without further warning or notifications from Proceller8. You may cancel at any time without penalty by emailing support@proceller8.com or canceling the order at **Error! Hyperlink reference not valid**. All Smart-Ship cancellations must be performed or delivered to Proceller8 five (5) business days prior to your next shipment to guarantee cancellation of that shipment.

17.0 SHIPPING POLICY

- a) All orders are processed within 2-3 business days.
- b) Orders are not shipped or delivered on weekends or holidays.
- c) If Proceller8 is experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.
- d) Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.

- e) Proceller8 is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.
- f) Please save all packaging material and damaged goods before filing a claim

18.0 GLOSSARY OF TERMS

ACTIVE AFFILIATE: An Affiliate who is in good standing with respect to the Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: Collectively refers to the following documents along with any exhibits or addendums thereto: (i) Proceller8's Policies and Procedures; (ii) Proceller8's Compensation Plan; and (iii) All social media guidelines or other guidelines issued by Proceller8's, in their current form and as amended by Proceller8 in its sole discretion in accordance with the terms hereof.

CANCEL: The termination of an Affiliate's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Affiliates can generate commissions and bonuses.

COMPETING PRODUCT(S): Competing Product or Service means any product or service that is sold with like characteristics, functions, benefits, or ingredients.

CUSTOMER: Any person who purchases Proceller8 products and does not engage in the Proceller8 business opportunity.

AFFILIATE AGREEMENT: Proceller8 Independent Affiliate's Enrollment Agreement in its current version that is available for download in the Affiliate's back office.

AFFILIATES WALLET: Is a secure website that manages an Affiliate's commissions.

LINE OF SPONSORSHIP (LOS): A report generated by Proceller8 that provides critical data relating to the identities of Affiliate, sales information, and enrollment activity of each Affiliate's organization. This report contains confidential and trade secret information which is proprietary to Proceller8.

ORGANIZATION: The Customers and Affiliates enrolled below a particular Affiliate.

OFFICIAL PROCELLER8 MATERIAL: Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by Proceller8 to Affiliates and Customers.

PLACEMENT: Your position inside your Sponsor's organization.

RESALABLE: Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) original packaging and labeling have not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Proceller8 labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SALE OF POSITION FORM: Proceller8's Sale/Transfer Position Form in its current version that is available from support@proceller8.com.

SPONSOR: An Affiliate who enrolls (registers) a Customer, or another Affiliate into the Company, and is listed as the Sponsor on the Affiliate Agreement. The act of enrolling (registering) others and training them to become an Affiliate is called "sponsoring." ***Note: Any**

reference to "personally enrolling (registering)/sponsoring" herein is simply descriptive of the method of building a community of Affiliates, i.e., personally enrolling (registering) other participants into Proceller8. The phrase is not intended to imply any connection

between the simple act of recruitment, sponsorship, or enrollment (registration), and payment of compensation.

UPLINE: This term refers to the Affiliates above a particular Proceller8 Affiliate or Sponsor in a sponsorship line up to the Company. It is the line of sponsors that links any particular Affiliate to the Company.

ADDENDUM 1

Proceller8 Compensation Plan

ADDENDUM 2

Proceller8

Income Disclosure Statement

INCOME DISCLOSURE STATEMENT

The Proceller8 Compensation Plan is an exciting opportunity that rewards you for selling products and services and sponsoring other participants who do the same. Although the opportunity is unlimited, individual results will vary depending on commitment levels and sales skills of each participant. Since Proceller8 has recently launched, it lacks enough statistical data to prepare reliable income disclosures. There will be certain participants who will earn less while others will earn much more. We are excited about the Proceller8 Compensation Plan, and we are confident it will provide you a solid foundation to help you achieve your financial goals. As with all endeavors, hard work and the time you dedicate impact outcomes.

If income projections were presented to you prior to your enrollment, such projections are not necessarily representative of the income, if any, that you can earn through your participation in the Compensation Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success with Proceller8 results only from hard work, dedication, and leadership.