

# WORLD CRYPTOCURRENCY INTERNATIONAL



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## SECTION 1 - INTRODUCTION

### 1.1 - Policies and Procedures incorporated into the Independent Marketing Affiliate Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of WORLD CRYPTOCURRENCY INTERNATIONAL, dba WCI (hereafter "WCI" or the "Company"), are incorporated into, and form an integral part of, the WCI Independent Marketing Affiliate Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Independent Marketing Affiliate Agreement Terms & Conditions, these Policies and Procedures, the WCI Compensation Plan, and the WCI Business Entity Addendum (applicable only to business entities that apply to become an Independent Marketing Affiliate). These documents are incorporated by reference into the Independent Marketing Affiliate Agreement (all in their current form and as amended by WCI). The term "Affiliate" shall refer to a WCI Independent Marketing Affiliate.

### 1.2 - Changes to the Agreement

WCI reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the Agreement, an Affiliate agrees to abide by all amendments or modifications that WCI makes. Amendments shall be effective 30 days after publication of notice and posting the amended provisions, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by posting in the Independent Marketing Affiliates' Back Offices. The continuation of an Independent Marketing Affiliate's WCI business or an Independent Marketing Affiliate's acceptance of bonuses or commissions constitutes acceptance of all amendments.

### 1.3 - Policies and Provisions Severable

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

### 1.4 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of a

party to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate with any obligation or provision of the Agreement and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the party's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of a one party against the other shall not constitute a defense to a party's right to enforce any term or provision of the Agreement.

## SECTION 2 - BUSINESS RELATIONSHIP WITH WCI

### 2.1 - Requirements to become a WCI Preferred Customer

A WCI Preferred Customer is someone who wishes to purchase WCI products, but does not wish to participate in the Compensation Plan. A Preferred Customer must fill out and submit a WCI Membership Application. WCI Customers are not eligible to participate in the Compensation Plan and may not resell products. A Preferred Customer may choose to participate in the Compensation Plan at any time by becoming an Independent Marketing Affiliate as provided in Section 2.2.

### 2.2 - Requirements to become an Independent Marketing Affiliate

To become a WCI Independent Marketing Affiliate, each applicant must:

- 1) be of legal age (at least 18) and legally competent to enter into a binding contract in the jurisdiction in which they reside;
- 2) be a citizen or taxpaying resident of a country in which WCI is officially open for business;
- 3) provide a complete, legible, unaltered, and valid application, including valid contact information and (if required) a valid government-issued tax identification number;
- 4) not already have an interest in a Position in the Compensation Plan;
- 5) sign and submit a properly completed Membership Application and Agreement;
- 6) pay a membership fee as applicable and/or permitted by the laws of the country in which the Independent Marketing Affiliate resides.

WCI reserves the right to refuse any application. By becoming an Independent Marketing Affiliate, and each time you receive and accept a commission or bonus payment, you agree to abide by the Policies and Procedures, as may be amended from time to time. After

a Preferred Customer converts to Affiliate status, you will be eligible to receive compensation under the Compensation Plan, except that you will not be eligible to receive compensation on volume generated before you became an Affiliate.

## **2.3 - Purchasing WCI Products**

There is no requirement to enroll in the Compensation Plan or commit to a minimum order to purchase WCI products. Preferred Customers may purchase WCI products directly from Affiliates, either in person or by placing an order through an Affiliate's replicated website.

## **2.4 - Accurate Information**

You may not enroll or help anyone else enroll with false, inaccurate, misleading, or incomplete information. It is your responsibility to inform WCI of any changes to your information. WCI will not be responsible for delays and possible loss or forfeiture of commissions or bonuses that would otherwise be payable to individuals who have provided false, inaccurate, misleading, or incomplete information to WCI. WCI reserves the right to terminate any Position that is being operated by any person other than the person named on the account.

## **2.5 - No More than One Position.**

You may not have a financial interest or any other interest in more than one Position, even when that Position is held by a separate business entity or another person, except in limited circumstances (including re-entry Positions) as approved in writing by WCI.

## **2.6 - Spouses**

Spouses may hold separate Positions, provided that they are in the same line of sponsorship and one spouse directly refers the other (except in cases where each spouse owned a Position prior to being married). As consideration for allowing spouses to hold a financial interest in more than one Position, each spouse agrees that the actions of one spouse may be attributed to both spouses and may result in corrective action against both spouses.

## **2.7 - Actions of Household Members or Affiliated Parties**

If any member of an Independent Marketing Affiliate's immediate household engages in any activity which, if performed by the Independent Marketing Affiliate, would

violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and WCI may take disciplinary action pursuant to the Statement of Policies against the Independent Marketing Affiliate. Similarly, if any partner, shareholder, member, or other individual with any ownership or management capacity (collectively "Affiliated Individual") in a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity and each Affiliated Individual, and WCI may take disciplinary action jointly or solitarily against the Business Entity and/or each Affiliated Individual.

## **2.8 - Business Entities**

Independent Marketing Affiliates may operate their Position as a business entity, or convert their existing individual account to a business entity, if they provide:

- (1) an employer identification number ("EIN");
- (2) their own valid government-issued tax identification number; and
- (3) other information requested by WCI to verify the existence, ownership, and good standing of the business entity.

WCI reserves the right to refuse any application. A personal identification is used for internal tracking purposes, but once an EIN is provided, reporting for tax purposes will be directed to that EIN. No Member may use this provision to circumvent Section 3.5 allowing no more than one Position per person.

## **2.9 - Business Entity Applications**

Once the personal application is accepted, an Affiliate has the option to add a Business Entity to the account in accordance with the Policies and Procedures.

## **2.10 - Independent Contractor Status**

As an Affiliate, you are an independent contractor. You are not an employee, agent, partner, or franchisee of, nor are you a party to a joint venture with WCI. You are not agreeing to purchase a franchise or distributorship, and there are no exclusive territories granted to any Affiliate. You are also not acquiring any interest in a security. You have no authority to incur any debt, expense, or obligation on behalf of WCI. As an independent contractor, you are responsible for your own expenses and any applicable taxes (including self-employment taxes and any applicable income taxes).

You are also responsible for providing your own place of business, determining your own work hours, supplying your own equipment and supplies, and obtaining all

applicable licenses and complying with all legal and regulatory requirements that apply to you. You agree that you will not represent yourself as anything other than an Independent WCI Affiliate. If your Membership Application and Agreement is terminated for any reason, you understand and agree that, as an independent contractor, you are not entitled to receive workers' compensation or other employment-related benefits and you agree that you will not assert such claims.

## 2.11 - Business Training

In order to familiarize new Independent Marketing Affiliates with WCI products, services, sales techniques, sales aids, including access to the Affiliate virtual back office, the Company requires the purchase of a Business Starter Package.

## 2.12 - Affiliate Benefits

Once an Affiliate Application and Agreement has been accepted by WCI, the benefits of the Compensation Plan and the Affiliate Agreement are available to the new Independent Marketing Affiliate.

These benefits include the right to:

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

## 2.14 - Becoming an International Sponsor

If you wish to enroll Affiliates outside your home region and earn compensation based on the sale of WCI products in those regions, you must abide by the Policies and Procedures and local laws and regulations applicable to each respective country in which you operate.

## SECTION 3 - OPERATING AN INDEPENDENT WCI BUSINESS

### 3.1 - Affiliate Created Marketing Methods and Tools

Independent Marketing Affiliates must adhere to the terms of the WCI Compensation Plan as set forth in official WCI literature. Independent Marketing Affiliates shall not offer the WCI opportunity through, or in combination with, any other system, program, Sales Tools, or method of marketing other than that specifically set forth in official WCI literature. Independent Marketing Affiliates shall not require or encourage other current or prospective Customers, Independent Retailers or Independent Marketing Affiliates to execute any agreement or contract other than official WCI agreements and contracts in order to become a WCI Independent Marketing Affiliate.

Similarly, Independent Marketing Affiliates shall not require or encourage other current or prospective Customers, Preferred Customers or Independent Marketing Affiliates to make any purchase from, or payment to any individual or other entity to participate in the WCI Compensation Plan other than those purchases or payments identified as recommended or required in official WCI literature.

### 3.2 - Advertising

All Independent Marketing Affiliates shall safeguard and promote the good reputation of WCI and its products. The marketing and promotion of WCI, the WCI opportunity, the Compensation Plan, and WCI products shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. To promote both the products and services, and the opportunity WCI offers, Independent Marketing Affiliates shall use the sales tools produced by WCI. The Company has carefully designed its products, Compensation Plan, and sales tools to ensure that they are promoted in a fair, truthful manner, that they are substantiated, and the material complies with the legal requirements of Federal and State laws. Accordingly, Independent Marketing Affiliates may only advertise or promote their WCI business using approved sales tools acquired through WCI. No approval is necessary to use these approved sales tools.

If an Independent Marketing Affiliate wishes to design his/her own online or offline sales tools of any kind, his/her designs must be submitted to the WCI advertising department ([support@my-wci.com](mailto:support@my-wci.com)) for consideration and inclusion in the document library. Unless an Independent Marketing Affiliate receives specific written approval from WCI to use such sales tools, the request shall be deemed denied. The Affiliate must go to the *Document Library* tab in his/her Back Office to access the library. WCI further



reserves the right to rescind approval for any sales tools, and Independent Marketing Affiliates waive all claims for damages or remuneration arising from or relating to such rescission.

Independent Marketing Affiliates who receive authorization from WCI to produce their own sales tools may not sell, lease, or charge a fee of any nature for such sales tools to any other WCI Independent Marketing Affiliate. Independent Marketing Affiliates may make approved sales tools available to other Independent Marketing Affiliates free of charge if they wish, but may not charge other WCI Independent Marketing Affiliates for the sales tools. Approved sales tools will be posted in the Document Library section of Independent Marketing Affiliates' Back Offices and will be made available to all Independent Marketing Affiliates free of charge. The Affiliate who submitted the sales tool to the Company waives all claims to remuneration for such use and grants WCI an irrevocable, non-exclusive and worldwide license, with a right to sublicense, to produce, reproduce, perform, modify, adapt, publish, present, communicate, translate, record, or otherwise use the approved sales tools designed by the Affiliate as the Company deems appropriate. The Affiliate warrants that the approved sales tools do not infringe upon the intellectual property rights of any third party. The Affiliate shall indemnify and hold harmless WCI in case of a breach of such a warranty. If the independent WCI business of an Affiliate who has received authorization to create and post an external website is voluntarily or involuntarily cancelled for any reason, he/she shall assign the URL to his/her external website to the Company within three calendar days from the date of the cancellation.

### **3.2.1 - Trademarks and Copyrights**

The trade name and trademark "WCI" and other trade names, trademarks, service names, service marks, product names, including their Affiliated logos, as may be adopted by WCI from time to time, are proprietary trade names, trademarks, service marks and product names of WCI (the "*WCI Trademarks*"). As such, the WCI Trademarks are licensed on a non-exclusive and non-transferable basis, for the duration of the Affiliate Agreement, to Independent Marketing Affiliates for their use only in an expressly authorized manner, the whole as described in this policy and in the Affiliate Agreement.

Without limiting the foregoing, WCI will not allow the use of the WCI Trademarks, or any derivatives of such marks, by any person, including WCI Independent Marketing Affiliates, in any unauthorized manner without its

prior, written permission. The WCI Independent Marketing Affiliates shall not give the impression to consumers and others, through their actions or inactions, that they own the WCI Trademarks.

The Independent Marketing Affiliate acknowledges the validity of the WCI Trademarks and agrees that they will not, at any time, either directly or indirectly, contest or aid in contesting the ownership or validity of same or of any application or registration relating to same whether now in existence or obtained in the future by WCI. The Independent Marketing Affiliates shall use the WCI Trademarks in such a manner as to sufficiently protect and preserve all the rights of WCI in same. Without limitation, the Independent Marketing Affiliates shall use the WCI Trademarks correctly spelt and/or depicted.

Furthermore, the Independent Marketing Affiliate shall not make any addition to, deletion from or otherwise modify the WCI Trademarks. The Independent Marketing Affiliates shall not adopt, use, register or seek to register in any class of wares and services, any trademark, trade name, service name, service mark, product name, corporate name, domain name or other identifying element that is identical, includes or is confusingly similar to the WCI Trademarks or any other trademarks, trade names, service names, service marks, product names, corporate names, domain names or other identifying elements of WCI.

The Independent Marketing Affiliates agree that any goodwill Affiliated with the WCI Trademarks will endure exclusively to the benefit of WCI and is the property of WCI.

No monetary compensation will be assigned or attributed to any goodwill Affiliated with the Independent Marketing Affiliates' use of the WCI Trademarks. WCI and its duly authorized representatives will have the right, upon reasonable prior notice and during normal business hours, to examine the activities of an Independent Marketing Affiliate, and to inspect all facilities utilized by such Affiliate in connection therewith for the purpose of maintaining quality and to ensure that the Affiliate is performing its obligations under this policy and the Affiliate Agreement and that the distinctiveness of the WCI Trademarks is not being and will not be jeopardized. All materials provided or created by WCI, including the sales tools, the content of Company sponsored events or speeches, or Company-produced audio or video tape presentations, are copyrighted materials owned by WCI.

Independent Marketing Affiliates may not produce, reproduce, perform, modify, adapt, publish, present, communicate, translate, record, or otherwise use such

materials without the prior written permission from WCI. As an Independent Marketing Affiliate, the Affiliate must use the "WCI" name in the following manner:

WCI Independent Marketing Affiliate

*Example:* Michael Smith

WCI Independent Marketing Affiliate

Independent Marketing Affiliates may not use any of the WCI Trademarks in any form in their team name, tagline, or e-mail address, or as a personal name or nickname.

### **3.2.2 – WCI Independent Affiliate Logo**

If an Affiliate uses a WCI logo in any communication, he/she use only the Independent Marketing Affiliate version of the WCI logo available in his/her Back Office.

### **3.2.3 - Media and Media Inquiries**

Independent Marketing Affiliates must not attempt to respond to media inquiries regarding WCI, its products or services, or their independent WCI business. All inquiries by any type of media must be immediately submitted to [support@my-wci.com](mailto:support@my-wci.com).

This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

### **3.2.4 - Unsolicited Email**

WCI does not permit Independent Marketing Affiliates to send unsolicited commercial emails.

### **3.2.5 - Unsolicited Faxes**

Independent Marketing Affiliates may not use or transmit unsolicited faxes in connection with their WCI business.

### **3.2.6 - Telephone Directory Listings**

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

**Affiliate's Name**, WCI Independent Marketing Affiliate.

## **3.3 - Online Conduct**

### **3.3.1 - Affiliate Web Sites**

External Websites may be used to promote your business and the Company's products so long as the external website adheres to the Company's advertising policies and WCI Policies and Procedures. However, no orders may be placed through an external website. Orders may only be placed through your Company provided replicated website. You may link an approved external website to the order entry screen of your Company provided replicated website to facilitate sales should you wish to do so. If you wish to design your own online external website, your designs must be submitted to the WCI advertising department ([support@my-wci.com](mailto:support@my-wci.com)) for consideration.

Unless you receive specific written approval from WCI to use such sales tools, the request shall be deemed denied. Go to the *Document Library* section in your Back Office for guidelines regarding sales and marketing tools.

### **3.3.2 - WCI Replicated Websites**

Independent Marketing Affiliates receive a WCI replicated website to promote their WCI business, to enroll new Independent Marketing Affiliates and to sell WCI products. Independent Marketing Affiliates may not alter the branding, artwork, look or feel of their replicated website and may not use their replicated website to promote, market or sell non-WCI products, services or business opportunities. Specifically, Independent Marketing Affiliates may not alter the look (placement, sizing etc.) or functionality of the following:

- The WCI Independent Marketing Affiliate Logo;
- His/her Name;
- WCI Corporate Website redirect button;
- Artwork, logos, or graphics;
- Original text.

Because replicated websites reside on the my-wci.com domain, WCI reserves the right to receive analytics and information regarding the usage of the Independent Marketing Affiliate's replicated website. Independent Marketing Affiliates may change the default ID for his/her replicated website and choose a uniquely identifiable website name, but this name must not:

- a) Be confused with other portions of the WCI corporate website;
- b) Incorporate or be confusingly similar to the WCI Trademarks;
- c) Confuse a reasonable person into thinking they have landed on a WCI corporate page;



- d) Contain any discourteous, misleading, or off-color words or phrases that may damage WCI's image.

### 3.3.3 - Team Websites

"Team Websites" are not a violation of WCI's policy prohibiting Independent Marketing Affiliates from developing independent websites. A "Team Website" must be password protected and available only to Independent Marketing Affiliates within a single line of referencing. Team Websites must serve only as a forum for communication, training, recognition, connecting and motivating Independent Marketing Affiliates within that line of referrals. Team Websites may not be used for recruiting or sales purposes, and may not be shared with prospective Independent Marketing Affiliates. Team websites must comply with all of WCI's Policies and Procedures.

### 3.3.4 - Domain Names, email Addresses and Online Aliases

Independent Marketing Affiliates are not allowed to use or register WCI or any of the WCI Trademarks, or any derivatives, for any Internet domain name, email address, social media site or handle, or online aliases. Additionally, Independent Marketing Affiliates may not use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of WCI. If an Affiliate violates this policy, the Affiliate shall assign and transfer the domain name, email address, social media handle or name, or online alias to the Company immediately upon the Company's demand, and the Affiliate shall be responsible for paying all fees and costs, including but not limited to attorney's fees and costs and transfer costs, affiliated with the assignment and transfer. This remedy is in addition to, and not in place of, other remedies and/or disciplinary measures that the Company may take pursuant to these Policies.

### 3.3.5 - Online Classifieds

Independent Marketing Affiliates may not use online classifieds to list, sell or retail specific WCI products or to promote or explain the WCI business.

### 3.3.6 - Banner Advertising

Independent Marketing Affiliates may place banner advertisements on a Company-approved third-party website provided he/she uses only WCI-approved banner advertisements. All banner advertisements must link exclusively to the Independent Marketing Affiliate's WCI replicated website. To obtain approval to place a banner

ad on a third-party website, the Affiliate must submit a request along with a link to the proposed website to [support@my-wci.com](mailto:support@my-wci.com).

The Independent Marketing Affiliates may not place a banner ad on any third-party website until he/she receives specific written approval from WCI approving his/her request.

### 3.3.7 - Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments an Affiliate makes on blogs, forums, guest books etc. must be unique, informative and relevant.

### 3.3.8 - Digital Media Submission

Independent Marketing Affiliates may upload, submit or publish WCI-related video, audio or photo content that they develop and create provided that they obtain the prior written permission of WCI and so long as it aligns with WCI values, contributes to the WCI community greater good and is in compliance with WCI's Policies and Procedures. His/Her content must be submitted to the WCI advertising department ([support@my-wci.com](mailto:support@my-wci.com)) unless an Independent Marketing Affiliate receives specific written approval from WCI to use such sales tools, the request shall be deemed denied. All submissions must clearly identify the Affiliate as an Independent WCI Affiliate in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that the Affiliate is solely responsible for this content. Independent Marketing Affiliates may not upload, submit or publish any content (video, audio, presentations or any computer files) received from WCI or captured at official WCI events or in buildings owned or operated by WCI without prior written permission.

### 3.3.9 - Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must revert solely to the referring Independent Marketing Affiliate's Replicated Website. The display URL must also be to the sponsoring Independent Marketing Affiliate's Replicated Website, and must not portray any URL that could lead the user to believe they are being directed to a WCI Corporate site, or be inappropriate or misleading in any way. The Independent Marketing Affiliates may not purchase any

PPC AdWords that utilize the name "WCI", or any derivative of the name "WCI", or any AdWords that utilizes the name of any product(s) offered by WCI or any derivative of such product name(s).

### **3.3.10 - Domain Names and email Addresses**

Except as set forth in the Affiliate Website Agreement, Independent Marketing Affiliates may not use or attempt to register any of the WCI Trademarks, or any derivative of the foregoing, for any Internet domain name, email address, or name or address.

### **3.4 - Social Media**

Social Media may be used by Independent Marketing Affiliates to share information about WCI. However, Independent Marketing Affiliates who elect to use Social Media must adhere to the present Policies and Procedures in all respects. Social Media sites may not be used to sell or offer to sell specific WCI products or services. Profiles an Affiliate generates in any social community where WCI is discussed or mentioned must clearly identify the Affiliate as an Independent WCI Affiliate, and when an Affiliate participates in those communities, Independent Marketing Affiliates 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 WCI's sole discretion, and offending Independent Marketing Affiliates will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the WCI approved library. If a link is provided, it must link exclusively to the posting Independent Marketing Affiliate's Replicated Website. Independent Marketing Affiliates may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Independent Marketing Affiliates create or leave must be useful, unique, relevant and specific to the blog's article.

#### **3.4.1 - Independent Marketing Affiliates are responsible for Postings**

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

#### **3.4.2 - Identification as a WCI Independent Marketing Affiliate**

The Independent Marketing Affiliate must disclose his/her full name on all Social Media postings, and conspicuously identify himself or herself as an Independent Marketing Affiliate for WCI. Anonymous postings or use of an alias is prohibited.

#### **3.4.3 - Social Media as a Sales and Promotion Forum**

Some Social Media sites promote commercial use while others prohibit it. It is each Independent Marketing Affiliate's responsibility to learn and abide by the Social Media site's terms of use and policies. If the Social Media site does not allow its site to be used for commercial activity, the Affiliate must abide by the site's terms of use. Social Media sites are relationship-building sites.

#### **3.4.4 - Sales and Enrollments from Social Media Sites are Prohibited**

Online sales and/or enrollments may only be generated from an Independent Marketing Affiliate's WCI replicated website. Likewise, Independent Marketing Affiliates shall not use any Social Media site to explain the WCI compensation plan or any component of the compensation plan.

#### **3.4.5 - Deceptive Postings**

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the WCI income opportunity, WCI's products and services, and/or biographical information and credentials. Any violation of this clause will entitle the Corporation to terminate this agreement in accordance with Section 6.1.

#### **3.4.6 - Use of Third Party Intellectual Property**

If an Affiliate uses the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is his/her responsibility to ensure that he/she has received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third-party, and the Affiliate must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

#### **3.4.7 - Respecting Privacy**

Independent Marketing Affiliates must always respect the privacy of others in his/her postings. Independent

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

### 3.4.8 - Professionalism

The Independent Marketing Affiliate must ensure that his/her postings are truthful and accurate. This requires that the Affiliate fact-check all material posted online. The Independent Marketing Affiliate should also carefully check his/her postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

### 3.4.9 - Prohibited Postings

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

- Is sexually explicit, obscene, or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- Is graphically violent, including any violent video game images;
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity;
- Is in violation of any intellectual property rights of the Company or any third party.

### 3.4.10 - Responding to Negative Posts

The Independent Marketing Affiliates shall not converse with one who places a negative post against him/her, other Independent Marketing Affiliates, or WCI. Report negative posts to the Company at [support@my-wci.com](mailto:support@my-wci.com).

### 3.4.11 - Social Media Sites with Website-like Features

WCI reserves the sole and exclusive right to classify certain Social Media sites as websites and requires that Independent Marketing Affiliates using, or who wish to use, such sites adhere to the Company's policies relating to independent websites.

### 3.4.12 - Promotion of other Direct Selling Businesses through Social Media

In addition to meeting all other requirements specified in these Policies, should an Affiliate utilize any form of Social Media, including but not limited to Facebook,

Twitter, LinkedIn, the Affiliate agrees to each of the following:

- No product sales or enrollments may occur on any Social Media site. To generate sales, a Social Media site must link only to the Independent Marketing Affiliate's WCI replicated website.
- Any Social Media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote WCI's products, or the WCI opportunity may not link to any website, Social Media site, or site of any other nature, other than the Independent Marketing Affiliate's WCI replicated website.
- Any Social Media site that is used to promote WCI, an Independent Marketing Affiliate's WCI business, or the WCI products, must not promote or discuss any other network marketing business, program, opportunity, or products.
- An Affiliate may not use any Social Media site on which they discuss or promote, or have discussed or promoted, the WCI business or WCI's products to directly or indirectly solicit WCI Independent Marketing Affiliates for another direct selling or network marketing program (collectively, "direct selling"). Violation of this provision shall constitute a violation of the Non-solicitation Policy in Section 3.9.1.
- If an Affiliate creates a "Fan Page", or a business profile page of any other nature on any Social Media site that promotes or relates to WCI, its products, or opportunity, the business profile page must relate exclusively to the Independent Marketing Affiliate's WCI business and WCI products. If the Independent Marketing Affiliate's WCI business is cancelled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

## 3.5 - Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a WCI Affiliate by submitting an Affiliate Application and Agreement along with a properly completed Business Entity Addendum. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually and solidarily liable for any indebtedness to

WCI, compliance with the WCI Policies and Procedures, the WCI Affiliate Agreement, and other obligations to WCI.

If any Affiliated Party wants to terminate his or her relationship with the Business Entity or WCI, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify WCI in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 3.6.2. In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other WCI business for six consecutive calendar months in accordance with Section 3.6.2.

### **3.6 - Changes to a Business Entity**

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

#### **3.6.1 - Cross-Sponsoring of Spouses/ Household Members**

The Independent Marketing Affiliate may not circumvent their original line of sponsorship by joining another downline organization or a different Team of their sponsor by referring themselves, spouse, dependent children within the age of majority, a household member ("related party") or any business or company operating under a business name (Business Entity) in which the Affiliate and/or a related party have a direct or indirect ownership interest. Husband, wife, Business Entity household members, partners and/or dependent children within the age of majority must all be in the same Team underneath the first position owned. It is permissible to be in separate Teams provided they are under the first position owned, however; the Independent Marketing Affiliate cannot manipulate or reconstruct the downline organization through violations of the cross-sponsoring, inducement and/or multiple position policies.

Violations of this Policy will result in the termination of the cross-sponsored account, and the Affiliate will be instructed to work exclusively in the original position. Neither the cross-sponsored position nor the downline organization will be moved. If the Enroller is found to have knowingly or willingly encouraged the cross-sponsoring, the Enroller will be subject to further disciplinary action in accordance with the compliance disciplinary procedure.

#### **3.6.2 - Cancellation and Re-application**

An Affiliate may legitimately change organizations by voluntarily canceling his or her WCI business and

remaining inactive (*i.e.*, no purchases of WCI products for resale, no sales of WCI products, no referrals, no attendance at any WCI functions, participation in any other form of Affiliate activity, or operation of any other WCI business, no income from the WCI business) for six (6) full calendar months. Following the six month period of inactivity, the former Affiliate may reapply under a new Referrer, however, the former Independent Marketing Affiliate's downline will remain in their original line of referral.

#### **3.6.3 - Waiver of Claims**

In cases where in the appropriate referral change procedures have not been followed, and a downline organization has been developed in the second business developed by an Independent Marketing Affiliate, WCI reserves the sole and exclusive right to determine the final disposition of the downline organization. Independent Marketing Affiliates waive any and all claims against WCI, its officers, directors, owners, employees, and agents that relate to or arise from WCI's decision regarding the disposition of any downline organization that develops below an organization that has improperly changed lines of referral.

### **3.7 - Unauthorized Claims and Actions**

#### **3.7.1 - Indemnification**

An Affiliate is fully responsible for all of his or her verbal and written statements made regarding WCI products, services, and the Compensation Plan that are not expressly contained in official WCI materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Independent Marketing Affiliates agree to indemnify WCI and WCI's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by WCI as a result of the Independent Marketing Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Affiliate Agreement.

#### **3.7.2 - Product Claims**

Independent Marketing Affiliates must not make claims, including but not limited to testimonials, about WCI's products or services that are not contained in official WCI literature or posted on WCI's official website. Any violation of this clause will entitle the Corporation to terminate this agreement in accordance with Section 6.1.



### 3.7.3 - Compensation Plan Claims

When presenting or discussing the WCI compensation plan, you must make it clear to prospects that financial success in WCI requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. It is important that you do not make any other representations that could lead a prospect to believe that they can be successful as an Affiliate without commitment, effort, and sales skill. Any violation of this clause will entitle the Corporation to terminate this agreement in accordance with Section 6.1.

### 3.8 - Income Claims

Because WCI Independent Marketing Affiliates do not have the data necessary to comply with the legal requirements for making income claims, an Independent Marketing Affiliate, when presenting or discussing the WCI opportunity or Compensation Plan to a prospective Independent Marketing Affiliate, may not make any income projections, income claims, or disclose his or her WCI income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records). Any violation of this clause will entitle the Corporation to terminate this agreement in accordance with Section 6.1.

### 3.9 - Conflicts of Interest

#### 3.9.1 - Non-solicitation

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

Therefore, Independent Marketing Affiliates and WCI agree that this non-solicitation provision shall apply nationwide and to all international markets in which Independent Marketing Affiliates are located. The term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another WCI Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

#### 3.9.2 - Affiliate Participation in Other Network Marketing Programs

If an Affiliate is engaged in other non-WCI business or Network Marketing program, it is the responsibility of the Affiliate to ensure that his or her WCI business is operated entirely separate and apart from all other businesses and/or Network Marketing programs. To this end, the Affiliate must adhere to the following:

- Independent Marketing Affiliates must not sell, or attempt to sell, any competing non-WCI programs, products or services that are sold through another Network Marketing or Direct Sales Program to WCI Customers or Independent Marketing Affiliates. Any program, product or services in the same generic categories as WCI products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.
- Independent Marketing Affiliates shall not display WCI promotional material, sales aids, products or services with or in the same location as, any non-WCI promotional material or sales aids, products or services.
- Independent Marketing Affiliates shall not offer the WCI opportunity, products or services to prospective or existing Customers or Independent Marketing Affiliates in conjunction with any non-WCI program, opportunity, product or service.
- Independent Marketing Affiliates may not offer any non-WCI opportunity, products, services or opportunity at any WCI-related meeting, seminar, convention, webinar, teleconference, or other function.
- Independent Marketing Affiliates may not use any WCI sales tools to recruit other Independent Marketing Affiliates for any other network marketing business.

#### 3.9.3 - Confidential Information

Confidential information includes, but is not limited to, the identities of WCI customers and Independent Marketing Affiliates, contact information of WCI customers and Independent Marketing Affiliates, Independent Marketing Affiliates' personal and/or group sales volumes, and Affiliate rank and/or achievement levels. Confidential Information is, or may be available to Independent Marketing Affiliates in their respective Back Offices. Affiliate access to such Confidential Information is password protected, and Confidential Information constitutes proprietary business trade secrets belonging to



WCI. Such Confidential Information is provided to Independent Marketing Affiliates in strictest confidence and is made available to Independent Marketing Affiliates for the sole purpose of assisting Independent Marketing Affiliates in working with their respective sales organizations in the development of their WCI business. Each Affiliate and WCI agrees that, but for this agreement of confidentiality and nondisclosure, WCI would not provide Confidential Information to the Independent Marketing Affiliate.

To protect Confidential Information, Independent Marketing Affiliates shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to his or her Back Office to any third party;
- Use any Confidential Information to compete with WCI, or for any other purpose other than to promote his or her WCI business;
- Recruit or solicit any Affiliate or Customer of WCI listed on any report or in the Independent Marketing Affiliate's Back Office, or in any manner attempt to influence or induce any Affiliate or Customer of WCI to alter their business relationship with WCI; or
- Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

### **3.9.4 - Targeting the Sales Force of other Direct Sellers**

WCI does not condone Independent Marketing Affiliates specifically or consciously targeting the sales force of another direct sales company to sell WCI products or to become an Independent Marketing Affiliate for WCI, nor does WCI condone Independent Marketing Affiliates' solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should an Affiliate engage in such activity, the Independent Marketing Affiliate bears the risk of being sued by the other direct sales company.

If any lawsuit, arbitration or mediation is brought against an Affiliate by a third party alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, or in any way violated their contract with the third party, WCI will not pay any of Independent

Marketing Affiliate's defense costs or legal fees, nor will WCI indemnify the Affiliate for any judgment, award, or settlement. Should the third party bring or threaten legal action against WCI based on the conduct of the Independent Marketing Affiliate, the Affiliate agrees that it shall indemnify WCI for all judgments, settlements, payments of any other nature, litigation costs, and attorney's fees that WCI incurs in relation to such legal action or threat of legal action.

### **3.10 - Errors or Questions**

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, enrollments, or charges, the Affiliate must notify WCI in writing within 30 days of the date of the purported error or incident in question. WCI will not be responsible for any errors, omissions or problems not reported to the Company within 30 days.

### **3.11 - Governmental Approval or Endorsement**

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

### **3.12 - Income Taxes**

Each Affiliate is responsible for paying local, State and federal taxes on any income generated as an Independent Marketing Affiliate.

### **3.13 - Independent Contractor Status**

Independent Marketing Affiliates are independent contractors. The agreement between WCI and its Independent Marketing Affiliates does not create an employer/employee relationship, agency, partnership, association or joint venture between the Company and the Independent Marketing Affiliate. Independent Marketing Affiliates shall not be treated as an employee for his or her services or for Federal, State or local tax purposes.

All Independent Marketing Affiliates are responsible for paying local, State, and federal taxes due from all compensation earned as an Independent Marketing Affiliate of the Company. An Affiliate has no authority (expressed or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she

complies with the terms of the Affiliate Agreement, these Policies and Procedures, and applicable laws.

### **3.14 - International Marketing**

Independent Marketing Affiliates are authorized to sell WCI products and enroll Customers or Independent Marketing Affiliates only in the countries in which WCI is authorized to conduct business, as announced on the Company's official website or other official Company literature. For information on International sponsoring, refer to section 2.14.

### **3.15 - Adherence to Laws and Ordinances**

Independent Marketing Affiliates shall comply with all federal, State, and local laws and regulations in the conduct of their businesses. Many cities have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Independent Marketing Affiliates because of the nature of their business. However, Independent Marketing Affiliates must obey those laws that do apply to them. If a city official tells an Affiliate that an ordinance applies to him or her, the Affiliate should immediately send a copy of the ordinance to the Support Department of WCI.

### **3.16 - Sale, Transfer or Assignment of a WCI Business**

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

- The buyer or transferee must become a qualified WCI Independent Marketing Affiliate. If the buyer is an active WCI Independent Marketing Affiliate, he or she must first terminate his or her WCI business and wait six calendar months before acquiring any interest in a different WCI business;
- Before the sale, transfer or assignment can be finalized and approved by WCI, any debt obligations the selling party has with WCI must be satisfied;
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a WCI business.

Prior to selling an independent WCI business or Business Entity interest, the selling Affiliate must notify WCI's Compliance Department in writing and advise of his or her intent to sell his/her WCI business or Business Entity interest. The selling Affiliate must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a WCI business.

### **3.17 - Referring Online**

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

### **3.18 - Succession**

Upon the death or incapacitation of an Independent Marketing Affiliate, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever a WCI business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Independent Marketing Affiliate's marketing organization provided the following qualifications are met. The successor(s) must:

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

### **3.19 - Transfer upon Death of an Independent Marketing Affiliate Business**

To effect a testamentary transfer of a WCI business, the executor of the estate must provide the following to WCI:

- (1) an original death certificate;
- (2) certified letters testamentary or a letter of administration appointing an executor; and
- (3) written instructions from the authorized executor to WCI specifying to whom the business and income should be transferred.

### **3.20 - Transfer upon Incapacitation of an Independent Marketing Affiliate**

To effectuate a transfer of a WCI business because of incapacity, the successor must provide the following to WCI:

- (1) a copy of the appointment of the legal guardian;
- (2) written instructions from the legal guardian instructing how the proceeds from the business should be paid; and
- (3) a completed Affiliate Agreement executed by the legal guardian.

### **3.21 - Divorce**

WCI will honor a valid divorce decree or settlement agreement with respect to ownership of Positions, provided that the proposed resolution does not conflict with these Policies and Procedures. Additionally, Positions cannot be divided into separate interests and any divorce decree or settlement agreement that purports to divide or separate the Position will cause the Position to automatically terminate as of the date of any such decree or settlement.

### **3.22 - Telemarketing Techniques**

Independent Marketing Affiliates must not engage in telemarketing in the operation of their WCI businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a WCI product or service, or to recruit them for the WCI opportunity. "Cold calls" made to prospective customers or Independent Marketing Affiliates that promote either WCI's products or services or the WCI opportunity are prohibited.

### **3.23 - Back Office Access**

WCI makes online back offices available to its Independent Marketing Affiliates. A Back Office provides Independent Marketing Affiliates access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Independent

Marketing Affiliate's WCI business and to increase sales of WCI products. However, access to a back office is a privilege, and not a right. WCI reserves the right to deny Independent Marketing Affiliates' access to the back office at its sole discretion.

### **3.24 - Change of Address, Telephone, and email Addresses**

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

### **3.25 - Continuing Development Obligations**

#### **3.25.1 - Ongoing Training**

Any Affiliate who refers another Affiliate into WCI must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her WCI business. Independent Marketing Affiliates must have ongoing contact and communication with the Independent Marketing Affiliates in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Independent Marketing Affiliates to WCI meetings, training sessions, and other functions.

Upline Independent Marketing Affiliates are also responsible to motivate and train new Independent Marketing Affiliates in WCI product knowledge, effective sales techniques, the WCI Compensation Plan, and compliance with Company Policies and Procedures. Independent Marketing Affiliates should monitor the Independent Marketing Affiliates in their Downline Organizations to guard against downline Independent Marketing Affiliates making improper product or business claims or engaging in any illegal or inappropriate conduct.

#### **3.25.2 - Ongoing Sales Responsibilities**

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

### **3.26 - Negative Comments**

WCI wants to provide its Independent Marketing Affiliates with the best products, compensation plan, and service in the industry. Accordingly, we value your

constructive criticisms and comments. All such comments should be submitted in writing to [support@my-wci.com](mailto:support@my-wci.com).

While WCI welcomes constructive input, negative comments and remarks made in the field by Independent Marketing Affiliates about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other WCI Independent Marketing Affiliates. For this reason, and to set the proper example for their downline, Independent Marketing Affiliates must not disparage, demean, or make negative remarks about WCI, other WCI Independent Marketing Affiliates, WCI's products, the Marketing and Compensation plan, or WCI's directors, officers, or employees. Complaints and concerns about WCI and/or its products should be directed to the Customer Service Department. Disputes or disagreements between any Affiliate and WCI shall be resolved through the dispute resolution process set forth in the Agreement, and the Company and Independent Marketing Affiliates agree specifically not to demean, discredit, disparage, or criticize one another on the Internet or any other public forum.

### **3.27 - Providing Documentation to Applicants**

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

## **SECTION 4 - SALES REQUIREMENTS**

### **4.1 - Payments and Payment Authorization.**

All orders must be accompanied by proper payment, including all applicable sales taxes.

Independent Marketing Affiliates are not permitted to collect cash payments from new enrollees on behalf of the Company under any circumstances. All payments for services must be made directly to WCI in accordance with the laws of the country in which a new enrollee resides.

WCI reserves the right to demand that new enrollees provide "Know Your Customer" (KYC) documents such as a certified copy of a current and valid Passport, Government issued photo I.D. and a recent Municipal/State/Provincial utility invoice to verify the address of the enrollee at the time of application to become a WCI member.

### **4.2 - No Territory Restrictions**

There are no exclusive territories granted to anyone.

### **4.3 - Rescission Rights**

An Independent Marketing Affiliate may cancel this Agreement for any reason at any time by providing a written notice to WCI bearing the original signature, printed name, address and Customer number.

### **4.4 – WCX COINS**

Independent Marketing Affiliates are not permitted to advertise WCX coins for sale on social media or open markets. WCI must be given first option to purchase WCX coins.

## **SECTION 5 - BONUSES AND COMMISSIONS**

### **5.1 - Bonus and Commission Qualifications and Accrual**

An Affiliate must be active and qualified and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement, WCI shall pay commissions to such Affiliate in accordance with the Marketing and Compensation plan. Notwithstanding the foregoing, all commissions owed an Independent Marketing Affiliate, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of an Independent Marketing Affiliate's business.

### **5.2 - Adjustment to Bonuses and Commissions**

#### **5.2.1 - Adjustments for Charge Backs**

Independent Marketing Affiliates receive bonuses and commissions based on final sales of products and services to end consumers. In the event that WCI is required to issue a refund, or the buyer institutes a chargeback, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the upline Independent Marketing Affiliates who received bonuses and commissions on the sales of the refunded products.

#### **5.2.2 - Hard Copy Commission Checks**

The Company pays commissions via direct deposit into Independent Marketing Affiliates' eWallet or via direct payment onto a Company provided debit card. There is no charge for direct deposit.



## 5.3 - Reports

All information provided by WCI in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital and mechanical error; the accuracy, completeness and timeliness of orders; denial of electronic check payments; electronic check charge-backs; the information is not guaranteed by WCI or any persons creating or transmitting the information.

All personal and group sales volume information is provided "as is" without warranties, express or implied, or representations of any kind whatsoever. In particular but without limitation there shall be no warranties of merchantability, fitness for a particular use, or non-infringement. The fullest extent permissible under applicable law, WCI and/or other persons creating or transmitting the information will in no event be liable to any Affiliate or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and/or group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if WCI or other persons creating or transmitting the information shall have been advised of the possibility of such damages.

To the fullest extent permitted by law, WCI or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

Access to and use of WCI's online and telephone reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to WCI's online and telephone reporting services and your reliance upon the information.

## **SECTION 6 - DISPUTE RESOLUTION, DISCIPLINARY PROCEEDINGS AND APPLICABLE LAW**

## 6.1 - Disciplinary Measures

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Independent Marketing Affiliate's WCI business), may result, at WCI's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Affiliate to take immediate corrective measures;
- WCI may withhold from an Affiliate all or part of the Independent Marketing Affiliate's bonuses and commissions during the period that WCI is investigating any conduct allegedly in violation of the Agreement. If an Independent Marketing Affiliate's business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Affiliate Agreement and independent business for one or more pay periods without pay;
- Involuntary termination of the offender's Affiliate Agreement;
- Suspension and/or termination of the offending Independent Marketing Affiliate's WCI website or website access;
- Any other measure expressly allowed within any provision of the Agreement or which WCI deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Independent Marketing Affiliate's policy violation or contractual breach;
- In situations deemed appropriate by WCI, the Company may institute legal proceedings for monetary and/or equitable relief.

## 6.2 - Grievances and Complaints

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective WCI businesses, the complaining Affiliate should first report the problem to his or her Referrer who should review the matter and try to resolve it with the other party's upline Referrer. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Affiliate Support



Department at the Company. The Affiliate Services Department will review the facts and resolve it.

### **6.3 - Mediation**

For claims seeking 5,000.00\$ or more that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the Parties cannot agree on a mediator the dispute will go directly to arbitration and shall occur within 60 days from the date on which the mediator is appointed.

The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses Affiliated with conducting and attending the mediation. Mediation shall be held in Philadelphia, Pennsylvania, in the United States of America and shall last no more than two business days.

### **6.4 - Arbitration**

Any dispute, difference, disagreement, controversy or claim arising out of, in connection with or relating to this Agreement, including any question regarding its existence, negotiation, interpretation, application, performance, validity, breach or termination shall, at the exclusion of any court, be finally settled by a single arbitrator if the value in dispute is less than 100,000\$, and by three arbitrators if the value in dispute is equal to or more than 100,000\$ under the UNCITRAL Arbitration Rules (as revised in 2010). The appointing authority shall be a Judge of the Superior Court of Pennsylvania sitting in the judiciary district of Philadelphia.

The place of arbitration shall be Philadelphia, USA, and the language of the arbitration shall be English. The arbitral tribunal may award the costs of the arbitration, including the Parties' reasonable legal fees, disbursements and expenses, its own fees, disbursements and expenses and any other reasonable fees, disbursements and expenses relating to the arbitration.

The Parties undertake as a general principle to keep strictly confidential all information concerning the existence of the arbitration, all awards in the arbitration, all materials in the proceedings created or used for the purpose of the arbitration, and all materials and information produced during the arbitration and not in the public domain – save

and to extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce, set aside or apply for annulment of an award in bona fide legal proceedings before a competent court.

The arbitration shall be brought on an individual basis and not as part of a class or consolidated action. This arbitration agreement shall survive the cancellation or termination of the Agreement.

### **6.5 - Applicable law**

The law of the State of Philadelphia, Pennsylvania of the United States of America shall govern any matters relating to or arising from the Agreement. If the laws of any jurisdiction impose any requirement that is different from or in addition to those set forth in these Policies and Procedures, then these Policies and Procedures shall be deemed amended in conformance with those laws as to that jurisdiction only.

### **6.6 - Damage Limitation**

In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages. Notwithstanding the foregoing, this Damage Limitation shall not apply to claims alleging the breach of the non-solicitation or confidentiality provisions contained in these Policies.

## **SECTION 7 - INACTIVITY, CLASSIFICATION, AND CANCELLATION**

### **7.1 - Effect of Cancellation**

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, WCI shall pay commissions to such Affiliate in accordance with the Compensation Plan. An Independent Marketing Affiliate's bonuses and commissions constitute the entire consideration for the Independent Marketing Affiliate's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an Independent Marketing Affiliate's non-renewal of his or her Affiliate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Affiliate Agreement (all of these methods are collectively referred to as "cancellation"), the former Affiliate shall have no right, title, claim or interest to the marketing organization which he or

she operated, or any commission or bonus from the sales generated by the organization.

An Affiliate whose business is cancelled will lose all rights as an Independent Marketing Affiliate. This includes the right to sell WCI products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Independent Marketing Affiliate's former downline sales organization. In the event of cancellation, Independent Marketing Affiliates agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following an Independent Marketing Affiliate's cancellation of his or her Affiliate Agreement, the former Affiliate shall not hold himself or herself out as a WCI Affiliate and shall not have the right to sell WCI products or services. An Affiliate whose business is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

## 7.2 - Cancellation Due to Inactivity

### 7.2.1 - Reclassification Following Cancellation Due to Inactivity

If an Independent Marketing Affiliate's Agreement is cancelled for inactivity, the former Affiliate will be reclassified as a Customer.

## 7.3 - Involuntary Cancellation

An Independent Marketing Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by WCI in its sole discretion, may result in any of the sanctions listed in Section 6.1, including the involuntary cancellation of his or her Affiliate Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed or delivered to an express courier, to the Independent Marketing Affiliate's last known address, email address or fax number. WCI reserves the right to terminate all Affiliate Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

## 7.4 - Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. If Cancellation is in writing, the Cancellation notice must be submitted to the Company at its principal business address. The written notice must include the Independent Marketing Affiliate's signature, printed name, address, and Affiliate I.D. Number. In addition to written cancellation, Independent Marketing Affiliates who have consented to Electronic Contracting will cancel their Affiliate Agreement should they withdraw their consent to contract electronically.

## 7.5 - Non-renewal

An Affiliate may also voluntarily cancel his or her Affiliate Agreement by failing to annually renew his/her Back Office on or before its anniversary date.

## 7.6 - Language

It is the express wish of the parties that this agreement, as well as all documents referred to herein, be drawn up in the English language.

## 7.7 - DEFINITIONS

**Active Affiliate** - refers to the current rank of an Independent Marketing Affiliate, as determined by the WCI Compensation Plan, for any pay period.

**Affiliate** - an independent contractor who has met and continues to meet the eligibility requirements set forth in these Policies and Procedures. Affiliates may purchase WCI products at wholesale prices and are eligible to earn compensation under the Compensation Plan.

**Affiliate Back Office** - the online portal through which Affiliates have access to information and tools helpful to operate their businesses.

**Affiliated Party** - A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

**Agreement** - The contract between the Company and each Independent Marketing Affiliate includes the Affiliate Application and Agreement, the WCI Policies and Procedures, the WCI Compensation Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by WCI in its sole discretion. These documents are collectively referred to as the "Agreement".

**Compensation Plan** - refers to the WCI overall Compensation Plan.

**Enrolling Referrer** - the person who is credited for personally enrolling an Affiliate or Preferred Customer.

**Ethics Committee** - the group responsible for reviewing all matters relating to compliance with the Policies and Procedures.

**Guidance Documents** - the Guidelines, FAQs and other documents that interpret, clarify, and provide additional detail with respect to these Policies and Procedures.

**International Sponsor** - is an Affiliate who has qualified to earn commissions for product sales in regions other than the Affiliate's home region.

**Level** - The layers of downline Independent Marketing Affiliates in a particular Marketing Organization determined by the number of Affiliates between them who are related by sponsorship.

**Marketing Organization** - An Independent Marketing Affiliate's Marketing Organization is comprised of the Affiliates who appear in the WCI genealogy anywhere in the Affiliate's downline organisation.

**Membership Application and Agreement** - the document that each Affiliate and Customer is required to sign (either hardcopy or online) in connection with his or her enrollment.

**Non-Solicitation Period** - the period during which an Independent Marketing Affiliate agrees not to solicit WCI Affiliates or Customers to join another business venture. The Non-Solicitation Period begins with the time of enrollment and does not end until one year after the relationship with WCI ends.

**Placement Enroller** - is the person under whom an enrolling Affiliate or Preferred Customer is placed in the Compensation Plan. This person may also be the Enrolling Referrer.

**Policies and Procedures** - the rules and regulations governing the conduct of Affiliates with respect to their independent WCI businesses, including the Guidance Documents, as may be amended by the Company from time to time.

**Position** - the business center held by an Affiliate in the Compensation Plan for purposes allocating commission payments based on those product sales.

**Preferred Customer** - is an end user who is eligible to purchase WCI products directly from WCI but who has chosen not to participate in the Compensation Plan.

**Products and Services** include any and all products and services presently offered or offered in the future by WCI.

**Replicated Website** – A website provided by WCI to Independent Marketing Affiliates which utilizes website templates developed by WCI.

**Sponsor** - An Independent Marketing Affiliate who enrolls another Affiliate into the Company, and is listed as the Sponsor on the Independent Marketing Affiliate Application and Agreement form.

**WCX Coins** – WCI mined cryptocurrency.