



# **POLICIES AND PROCEDURES**

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iX Global  
March 2021 V.1

**iX Global, LLC**  
**Policies and Procedures**  
**Effective March 15, 2021**

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Our mission is to provide value to an evolving community by utilizing innovation to better your life and impact the world.

## **SECTION 2 - INTRODUCTION**

### **2.1 - Purpose of the Brand Ambassador Agreement and the Policies and Procedures**

The purposes of the Brand Ambassador Agreement and the Policies and Procedures include the following:

- ❖ To assist Brand Ambassadors in building and protecting their businesses;
- ❖ To protect iX Global and its Brand Ambassadors from legal and regulatory risks;
- ❖ To establish standards of acceptable behavior;
- ❖ To set forth the rights, privileges, and obligations of iX Global and its Brand Ambassadors; and
- ❖ To define the relationship between iX Global and its Brand Ambassadors.

### **2.2 - Policies and Compensation Plan Incorporated into Brand Ambassador Agreement**

These Policies and Procedures and the Compensation Plan, in their present form and as amended by iX Global, LLC (hereafter “iX Global” or the “iX Global”), are incorporated into, and form an integral part of, the iX Global Brand Ambassador Application and Agreement (“Brand Ambassador Agreement”). It is the responsibility of each Brand Ambassador to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the iX Global Brand Ambassador Application and Agreement (including the Terms and Conditions), these Policies and Procedures, and the iX Global Compensation Plan. These documents are incorporated by reference into the iX Global Brand Ambassador Agreement (all in their current form and as amended by iX Global).

### **2.3 - Changes to the Agreement**

iX Global reserves the right to amend the Agreement, the Compensation Plan, and its prices in its sole and absolute discretion. By executing the Brand Ambassador Agreement, a Brand Ambassador agrees to abide by all amendments or modifications that iX Global elects to make. Amendments shall be effective thirty (30) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by the following method: posting in Brand Ambassadors’ back-offices. The continuation of a Brand Ambassador's iX Global business, the acceptance of any benefits under the Agreement, or a Brand Ambassador's acceptance of bonuses or commissions constitutes acceptance of all amendments.

### **2.4 - 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(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

### **2.5 - Waiver**

iX Global never gives up its right to insist on compliance with the Agreement and with applicable governing the conduct of a business. No failure of iX Global to exercise any right or power under the Agreement or to

insist upon strict compliance by a Brand Ambassador 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 iX Global's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of a Brand Ambassador against iX Global shall not constitute a defense to iX Global's enforcement of any term or provision of the Agreement.

## **2.6 - iX Global Use of Information**

By submitting a Brand Ambassador Application and Agreement that is accepted by iX Global, the Brand Ambassador consents to allow iX Global, its affiliates, and any related iX Global to: (a) process and utilize the information submitted in the Brand Ambassador Application and Agreement (as amended from time to time) for business purposes related to the iX Global business; and (2) disclose, now or in the future, such Brand Ambassador information to companies which iX Global may, from time to time, deal with to deliver information to a Brand Ambassador to improve its marketing, operational, and promotional efforts. A Brand Ambassador has the right to access his or her personal information via his or her respective back office, and to submit updates thereto.

## **SECTION 3 - BECOMING A BRAND AMBASSADOR**

### **3.1 - Requirements to Become a United States Brand Ambassador**

To become a iX Global Brand Ambassador, each applicant must:

- ❖ Be at least 18 years of age;
- ❖ Reside in the United States or U.S. Territories or country that iX Global has officially announced is open for business;
- ❖ Provide iX Global with his/her valid Social Security or Federal Tax ID number;
- ❖ Purchase a iX Global Business Kit (optional in North Dakota, Massachusetts and Wyoming for residents of those states); and
- ❖ Submit a properly completed Brand Ambassador Application and Agreement to iX Global online.

iX Global reserves the right to accept or reject any Brand Ambassador Application and Agreement for any reason or for no reason.

### **3.2 - Starter Kit and Product Purchases**

With the exception of a potential Starter Kit, no person is required to purchase iX Global products, services or sales aids, or to pay any charge or fee to become a Brand Ambassador. In order to familiarize new Brand Ambassadors with iX Global products, services, sales techniques, sales aids, and other matters, iX Global may require that they purchase a Starter Kit.

### **3.3 - Brand Ambassador Benefits**

Once a Brand Ambassador Application and Agreement has been accepted by iX Global, the benefits of the Compensation Plan and the Brand Ambassador Agreement are available to the new Brand Ambassador. These benefits include the right to:

- ❖ Sell iX Global products and services;
- ❖ Participate in the iX Global Compensation Plan (receive bonuses and commissions, if eligible);
- ❖ Sponsor other individuals as Customers or Brand Ambassadors into the iX Global business and thereby, build a marketing organization and progress through the iX Global Compensation Plan;
- ❖ Receive periodic iX Global literature and other iX Global communications
- ❖ Participate in iX Global-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 iX Global for



its Brand Ambassadors.

### **3.4 - Term and Renewal of Your iX Global Business**

The term of the Brand Ambassador Agreement is one year from the date of its acceptance by iX Global. (subject to reclassification for inactivity after six months pursuant to Section 11.2). Brand Ambassadors may be required to renew their Brand Ambassador Agreement each year by paying an annual renewal fee on or before the anniversary date of their Brand Ambassador Agreement. If the renewal fee is not paid within thirty (30) days after the expiration of the current term of the Brand Ambassador Agreement, the Brand Ambassador Agreement will be automatically terminated. iX Global shall have the right in its sole and absolute discretion not to accept the Agreement or any renewal of it

## **SECTION 4 - OPERATING AN iX Global BUSINESS**

### **4.1 - Adherence to the iX Global Compensation Plan**

Brand Ambassadors must adhere to the terms of the iX Global Compensation Plan as set forth in official iX Global literature. Brand Ambassadors shall not offer the iX Global opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official iX Global literature. Brand Ambassadors shall not require or encourage other current or prospective Customers or Brand Ambassadors to execute any agreement or contract other than official iX Global agreements and contracts in order to become a iX Global Brand Ambassador. Similarly, Brand Ambassadors shall not require or encourage other current or prospective Customers or Brand Ambassadors to make any purchase from, or payment to, any individual or other entity to participate in the iX Global Compensation Plan other than those purchases or payments identified as recommended or required in official iX Global documents or literature.

### **4.2 - Advertising**

#### **4.2.1 - General**

All Brand Ambassadors shall safeguard and promote the good reputation of iX Global and its products. The marketing and promotion of iX Global, the iX Global opportunity, the Compensation Plan, and iX Global products must avoid all discourteous, deceptive, misleading, unethical or immoral, or illegal conduct or practices.

To promote both the products and services, and the tremendous opportunity iX Global offers, Brand Ambassadors should use the sales aids, business tools, and support materials produced by iX Global. The iX Global has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the legal requirements of federal and state laws.

Accordingly, Brand Ambassadors may only advertise or promote their iX Global business using approved tools, templates or images acquired through iX Global. No approval is necessary to use these approved tools. If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to the iX Global advertising department ([admin@ixglobal.us](mailto:admin@ixglobal.us)) for consideration and inclusion in the template/image library. Unless you receive specific written approval from iX Global to use such tools, the request shall be deemed denied.

Brand Ambassadors may not sell sales aids to other iX Global Brand Ambassadors. Therefore, Brand Ambassadors who receive authorization from iX Global to produce their own sales aids may not sell such material to any other iX Global Brand Ambassador. Brand Ambassadors may make approved material available to other Brand Ambassadors free of charge if they wish, but may not charge other iX Global Brand Ambassadors for the material.

iX Global further reserves the right to rescind approval for any sales tools, promotional materials,

advertisements, or other literature, and Brand Ambassadors waive all claims for damages or remuneration arising from or relating to such rescission.

#### **4.2.2 - Trademarks and Copyrights**

The name of iX Global and other names as may be adopted by iX Global are proprietary trade names, trademarks and service marks of iX Global (collectively “marks”). As such, these marks are of great value to iX Global and are supplied to Brand Ambassadors for their use only in an expressly authorized manner. iX Global will only allow the limited non-exclusive use of its marks, designs, or symbols, or any derivatives thereof, solely by a Brand Ambassador in the furtherance or operation of his or her iX Global business, consistent with these Policies and Procedures. iX Global will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including iX Global Brand Ambassadors, in any manner without its prior, written permission.

The content of all iX Global sponsored events is copyrighted material. Brand Ambassadors may not produce for sale or distribution any recorded iX Global events and speeches without written permission from iX Global, nor may Brand Ambassadors reproduce for sale or for personal use any recording of iX Global produced audio or video tape presentations.

As an independent Brand Ambassador, you may use the iX Global name in the following manner

Brand Ambassador's Name  
Independent iX Global Brand  
Ambassador

*Example:*

Alice Smith  
Independent iX Global Brand Ambassador

or

Alice Smith  
iX Global  
Independent Brand Ambassador

Brand Ambassadors may not use the name iX Global in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname without express written permission. Additionally, only use the phrase *Independent iX Global Brand Ambassador* in your phone greeting or on your answering machine to clearly separate your independent iX Global business from iX Global, LLC. For example, you may not secure the domain name [www.iXGlobalLife.com](http://www.iXGlobalLife.com), nor may you create an email address such as [iXGlobalsales@hotmail.com](mailto:iXGlobalsales@hotmail.com).

##### **4.2.2.1 - Independent iX Global Brand Ambassador Logo**

If you use a iX Global logo in any communication, you must use the Independent Brand Ambassador version of the iX Global logo. Using any other iX Global logo requires written approval.

#### **4.2.3 - Media and Media Inquiries**

Brand Ambassadors must not attempt to respond to media inquiries regarding iX Global, its products or services, or their independent iX Global business. All inquiries by any type of media must be immediately referred to iX Global's Marketing Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

#### **4.2.4 - Unsolicited Email**

iX Global does not permit Brand Ambassadors to send unsolicited commercial emails unless such emails

strictly comply with applicable state and federal laws and regulations including, without limitation, the federal CAN SPAM Act. The CAN-SPAM Act regulates the transmission of all commercial e-mail messages, not just unsolicited messages. A commercial e-mail message is defined as any email that has a “primary purpose of . . . commercial advertisement or promotion of a commercial product or service.” This includes commercial e-mails sent to business email accounts, as well as those sent to individual consumers.

#### **4.2.4.1 - Requirements for All Commercial Email Messages**

##### The Mailing List

- ❖ The mailing list may include only persons who have affirmatively agreed (opted in) to receive commercial e-mail from you.
- ❖ The mailing list must not include any recipient who has previously asked not to receive commercial e-mail from the business (opted out).
- ❖ You must “scrub” the mailing list against available “do not email” lists at the last possible, commercially reasonable moment before the email is sent.

##### The E-mail Message

- ❖ The message must include complete and accurate transmission and header information.
- ❖ The “From” line must identify your business as the sender. This does not have to include your business’s formal name, if any. For example, it may contain your business’s name, trade name, or product or service name. The key requirement is that the “From” line provide the recipient with enough information to understand who is sending the message.
- ❖ The “Subject” line must accurately describe the message’s content.
- ❖ The message must clearly include the business’s valid, current physical postal address. This address can be a:
  - o street address;
  - o post office box that the business has accurately registered with the US Postal Service;
  - o private mailbox that the business has accurately registered with a commercial mail receiving agency established pursuant to US Postal Service regulations.
- ❖ The message must disclose that it is an advertisement or solicitation unless the e-mail message is sent only to recipients who have affirmatively agreed (opted in) to receive these messages from the business.
- ❖ There must be a functioning return email address to the sender.
- ❖ The use of deceptive subject lines and/or false header information is prohibited.

##### The Opt-out Mechanism

- ❖ The message must clearly explain that the recipient may opt out of receiving future commercial messages from the business.
- ❖ The message must include either an e-mail address or other online mechanism that the recipient may use for this opt out. The mechanism must not require the recipient to:
  - o do anything more than reply to the e-mail or visit a single web page to opt out;
  - o make any payment or submit any personal information, including account information (other than e-mail address), to opt out; and
  - o the opt-out mechanism must work for at least 30 days after the e-mail is sent.
- ❖ You must ensure that the explanation of how a recipient can opt out is easy to read and understand. ❖ You may include a menu of opt-out options that permit the recipient to select the types of commercial messages the recipient would like to continue receiving. However, one option must permit opting out of all commercial messages from you.
- ❖ You must honor all opt-out requests within ten business days.
- ❖ Opt-out requests do not expire. An opt-out is overridden only by the recipient’s subsequent express (opt in) request to receive commercial e-mail.
- ❖ All opt-out requests, whether received by email or regular mail, must be honored. If you receive an

opt-out request from a recipient of an email, you must follow through with the opt-out.

- ❖ You may not sell, share or use a business's opt-out list for any reason other than to comply with the law.

Monitoring Opt-out Capabilities – If you use a third-party service provider you must implement procedures to ensure

that your opt-out capabilities actually work. An example of a basic procedure to test the opt-out procedure is as

follows:

- ❖ Establish e-mail accounts with several major private e-mail account providers (for example, Gmail, Yahoo, Hotmail, AOL, and so on) and add these e-mail addresses to the business's mailing list. For each e-mail address created for monitoring purposes, use the business's opt-out mechanism to remove the e-mail address from the mailing list.
- ❖ Repeat this procedure on a regular basis (for example, at least every two weeks).
- ❖ Examine the e-mail received by the monitoring e-mail account to confirm that the: the opt-out mechanism works; the opt-out request is honored within 10 business days; and the monitoring e-mail account no longer receives commercial messages from the business. If the monitoring and testing process reveals problems, the business should immediately fix the issues.

Third-party Marketing Affiliates or Service Providers - When using third-party service providers, including affiliate marketers you should ensure that the written contract with the service provider clearly sets out each party's responsibilities for compliance with the CAN-SPAM Act and includes appropriate and adequate remedies for noncompliance.

#### **4.2.4.2 - Additional Requirements for Email Messages Sent to Wireless Devices**

When sending commercial messages to wireless devices:

- ❖ Ensure that you have the recipient's prior, affirmative consent (opt in) to send the commercial message. The consent can be oral, written or electronic.
- ❖ Ask for consent in a way that involves no cost to the recipient, for example:
  - o do not send the request to the wireless device; and
  - o allow the recipient to respond in a way that involves no cost (such as an online, e-mail or postal mail sign-up).
- ❖ When seeking consent, make it clear that the recipient:
  - o is agreeing to receive commercial e-mail on his wireless device;
  - o may be charged to receive the e-mail; and
  - o can revoke his consent at any time.

#### **4.2.4.3 - Commercial Email Messages Sent on Behalf of Brand Ambassadors**

iX Global may periodically send commercial emails on behalf of Brand Ambassadors. By entering into the Brand Ambassador Agreement, Brand Ambassador agrees that the iX Global may send such emails and that the Brand Ambassador's physical and email addresses will be included in such emails as outlined above. Brand Ambassadors shall honor opt-out requests generated as a result of such emails sent by the iX Global.

#### **4.2.5 - Unsolicited Faxes**

Except as provided in this section, Brand Ambassadors may not use or transmit unsolicited faxes in connection with their iX Global business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting iX Global, its products, its compensation plan or any other aspect of the iX Global which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Brand Ambassador has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between a Brand Ambassador and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Brand

Ambassador; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

#### **4.2.6 - Telephone Directory Listings**

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

Brand Ambassador's Name  
Independent iX Global Brand  
Ambassador

#### **4.2.7 - Television and Radio Advertising**

Brand Ambassadors may not advertise on television and radio except with iX Global's express written approval.

#### **4.2.8 - Advertised Prices**

Brand Ambassadors may not create their own marketing or advertising material offering any iX Global products at a price less than the current Wholesale price plus shipping and applicable taxes.

#### **4.3 - Online Conduct**

##### **4.3.4 - Brand Ambassador Websites**

Brand Ambassadors are provided with a replicated website by iX Global, from which they can take orders, enroll new Customers and Brand Ambassadors, place Customers on the Subscription Program, as well as manage their iX Global business. Brand Ambassadors may use only replicated websites provided by iX Global to promote their iX Global business, and may not create their own websites to directly or indirectly promote iX Global's products, services, or the iX Global opportunity.

##### **4.3.5 - iX Global Replicated Websites**

Brand Ambassadors receive a iX Global Replicated Website to facilitate online buying experience for their Customers and enrollments for prospective Customers and Brand Ambassadors 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-iX Global products, services or income opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- ❖ The iX Global Independent Brand Ambassador Logo
- ❖ Your Name
- ❖ iX Global Corporate Website Redirect Button
- ❖ Artwork, logos, or graphics
- ❖ Original text.

Because Replicated Websites reside on the ixacademy.us domain, iX Global reserves the right to receive analytics and information regarding the usage of your website.

By default, your iX Global Replicated Website URL is [ixacademy.us/en/v13/promotion/username](http://ixacademy.us/en/v13/promotion/username).

#### **4.3.6 - Domain Names, email Addresses and Online Aliases**

You are not allowed to use or register iX Global or any of iX Global's trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you cannot 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 iX Global. Examples of the improper use of iX Global include, but are not limited to any form of iX Global showing up as the sender of an email or examples such as:

[www.ixglobalMoney.net](http://www.ixglobalMoney.net)

[www.JanesixglobalOpportunity.net](http://www.JanesixglobalOpportunity.net)

[www.ixglobalDreamTeam.com](http://www.ixglobalDreamTeam.com)

[www.ixglobalbyJaneDoe.com](http://www.ixglobalbyJaneDoe.com)

[www.ISelliixglobal.com](http://www.ISelliixglobal.com)

[www.MyixglobalBiz.com](http://www.MyixglobalBiz.com)

#### **4.3.7 - Online Classifieds**

You may not use online classifieds (including Craigslist) to list, sell or retail specific iX Global products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the iX Global income opportunity, provided iX Global-approved templates/images are used. These templates will identify you as an Independent iX Global Brand Ambassador. If a link or URL is provided, it must link to your Replicated Website.

#### **4.3.8 - eBay / Online Auctions**

iX Global's products and services may not be listed on eBay or other online auctions, nor may Brand Ambassadors enlist or knowingly allow a third party to sell iX Global products on eBay or other online auction. A Brand Ambassador who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells iX Global products on eBay or any other online auctions must immediately discontinue all sales to the third party.

#### **4.3.9 - Online Retailing**

Brand Ambassadors may not list or sell iX Global products on any online retail store or ecommerce site (such as Amazon), nor may you enlist or knowingly allow a third party to sell iX Global products on any online retail store or ecommerce site. A Brand Ambassador who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells iX Global products on any online retail store or ecommerce site must immediately discontinue all sales to the third party.

#### **4.3.10 - Banner Advertising**

You may place banner advertisements on a website provided you use iX Global-approved templates

and images. All banner advertisements must link to your Replicated Website. Brand Ambassadors may not use blind ads (ads that do not disclose the identity of the iX Global) or web pages that make product or income claims that are ultimately associated with iX Global products or the iX Global opportunity.

#### **4.3.11 - SpamLinking**

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 you make on blogs, forums, guest books, etc., must be unique, informative and relevant.

#### **4.3.12 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)**

Brand Ambassadors may upload, submit or publish iX Global-related video, audio or photo content that they develop and create so long as it aligns with iX Global's values, contributes to the iX Global community greater good, and is in compliance with iX Global's Policies and Procedures. All submissions must clearly identify you as an Independent iX Global Brand Ambassador in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. Brand Ambassadors may not upload, submit or publish any content (video, audio, presentations or any computer files) received from iX Global or captured at official iX Global events or in buildings owned, leased, or operated by iX Global without prior written permission from iX Global.

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

Except as prohibited elsewhere within the Policies and Procedures, sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to the sponsoring Brand Ambassador's Replicated Website. The display URL must also be to the sponsoring Brand Ambassador's Replicated Website, and must not portray any URL that could lead the user to believe they are being directed to a iX Global Corporate site, or be inappropriate or misleading in any way.

#### **4.3.14 - Domain Names and Email Addresses**

Except as set forth in the Brand Ambassador Website Application and Agreement, Brand Ambassadors may not use or attempt to register any of iX Global's trade names, trademarks, service names, service marks, product names, the iX Global's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

#### **4.3.15 - SocialMedia**

In addition to meeting all other requirements specified in these Policies and Procedures, should you utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, or Pinterest, you agree 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 your iX Global Replicated Website.
- ❖ It is your responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- ❖ Any social media site that is directly or indirectly operated or controlled by a Brand Ambassador that is used to discuss or promote iX Global's products or the iX Global

opportunity may not link to any website, social media site, or site of any other nature, other than the Brand Ambassador's iX Global replicated website.

❖ During the term of this Agreement and for a period of 12 calendar months thereafter, a Brand Ambassador may not use any social media site on which they discuss or promote, or have discussed or promoted, the iX Global business or iX Global's products to directly or indirectly solicit iX Global Brand Ambassadors for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Brand Ambassador shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Brand Ambassadors relating to the Brand Ambassador's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.11 (Conflicts of Interest) below.

❖ A Brand Ambassador may post or "pin" photographs of iX Global products on a social media site, but only photos that are provided by iX Global and downloaded from the Brand Ambassador's Back Office may be used.

If a Brand Ambassador creates a business profile page on any social media site that promotes or relates to iX Global, its products, or opportunity, the business profile page must relate exclusively to the Brand Ambassador's iX Global business and iX Global products. If the Brand Ambassador's iX Global business is canceled for any reason or if the Brand Ambassador becomes inactive, the Brand Ambassador must deactivate the business profile page.

#### **4.4 - Business Entities**

A corporation, limited liability iX Global, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a iX Global Brand Ambassador by submitting a Brand Ambassador Application and Agreement along with a properly completed IRS Form W-9. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership (legal or equitable) interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to iX Global, compliance with the iX Global Policies and Procedures, the iX Global Brand Ambassador Agreement, and other obligations to iX Global.

##### **4.4.4 - Removal of an Affiliated Party**

To prevent the circumvention of Sections 4.25 (Sale, Transfer or Assignment of iX Global Business) and 4.5, (Change of Sponsor), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or iX Global, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify iX Global in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.25 (Sale, Transfer or Assignment of iX Global Business). In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other iX Global business for six consecutive calendar months in accordance with Section 4.5.3 (Termination and Re-application). If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.25 (Sale, Transfer or Assignment of iX Global Business).

The modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. iX Global may, at its discretion, require notarized documents before implementing any changes to a iX Global business. Please allow thirty (30) days after the receipt of the request by iX Global for processing.

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

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

#### **4.5 - Change of Sponsor**

iX Global prohibits changes in sponsorship. Accordingly, the transfer of a iX Global business from one sponsor to another is not permitted. In order to protect all Sponsors, no Brand Ambassador may interfere with the relationship between another Brand Ambassador and his or her Sponsor in any way. A Brand



Ambassador may not offer, entice, encourage, solicit, recruit, or otherwise influence or attempt to persuade another Brand Ambassador to change his or her Sponsor or line of sponsorship, either directly or indirectly.

#### **4.5.4 - Termination and Re-application**

A Brand Ambassador may legitimately change organizations by voluntarily canceling his or her iX Global business and remaining inactive (*i.e.*, no purchases of iX Global products for resale, no sales of iX Global products, no sponsoring, no attendance at any iX Global functions, participation in any other form of Brand Ambassador activity, or operation of any other iX Global business, no income from the iX Global business) for six (6) full calendar months. Following the six month period of inactivity, the former Brand Ambassador may reapply under a new sponsor, however, the former Brand Ambassador's downline will remain in their original line of sponsorship. iX Global will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to iX Global in writing.

#### **4.5.5 - Waiver of Claims**

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by a Brand Ambassador, iX Global reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, **Brand Ambassadors WAIVE ANY AND ALL CLAIMS AGAINST iX Global, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM iX Global's DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

#### **4.6 - Unauthorized Claims and Actions**

##### **4.6.4 - Indemnification**

A Brand Ambassador is fully responsible for all of his or her verbal and written statements made regarding iX Global products, services, and the Compensation Plan that are not expressly contained in official iX Global 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. Brand Ambassadors agree to indemnify iX Global and iX Global'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 as a result of the Brand Ambassador's unauthorized representations or actions. This provision shall survive the termination of the Brand Ambassador Agreement.

##### **4.6.5 - Product Claims**

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by iX Global may be made except those contained in official iX Global literature. In particular, no Brand Ambassador may make any claim that iX Global products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or symptoms of diseases. Such statements can be perceived as drug claims, and they may lack adequate substantiation. Not only are such claims in violation of the Brand Ambassador Agreement, they also violate the laws and regulations of the United States and other jurisdictions.

##### **4.6.6 - Compensation Plan Claims**

When presenting or discussing the iX Global Compensation Plan, you must make it clear to prospects that financial success with iX Global requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- ❖ It's a turnkey system;
- ❖ The system will do the work for you;

- ❖ Just get in and your downline will build through spillover;
- ❖ Just join and I'll build your downline for you;
- ❖ The iX Global does all the work for you;
- ❖ You don't have to sell anything; or
- ❖ All you have to do is buy your products every month.

The above are merely examples of improper representations about the Compensation Plan. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be successful as a iX Global Brand Ambassador without commitment, effort, and sales skill.

#### **4.6.7 - Income Claims**

Because iX Global Brand Ambassadors do not have the data necessary to comply with the legal requirements for making income claims, a Brand Ambassador, when presenting or discussing the iX Global opportunity or Compensation Plan to a prospective Brand Ambassador, may not make income projections, income claims, or disclose his or her iX Global income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records).

#### **4.6.8 - Income Disclosure Statement**

iX Global's corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we will develop the iX Global Income Disclosure Statement ("IDS") as soon as is reasonably feasible. The iX Global IDS is designed to convey truthful, timely, and comprehensive information regarding the income that iX Global Brand Ambassadors earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Brand Ambassadors once made available. The failure to comply with this policy constitutes a significant and material breach of the iX Global Brand Ambassador Agreement and will be grounds for disciplinary sanctions, including termination, pursuant to Section 9.1 (Disciplinary Sanctions).

A Brand Ambassador, when presenting or discussing the iX Global opportunity or Compensation Plan to a prospective Brand Ambassador, may not make income projections, income claims, or disclose his or her iX Global income (including the showing of checks, copies of checks, bank statements, or tax records) unless, at the time the presentation is made, the Brand Ambassador provides a current copy of the iX Global Income Disclosure Statement (IDS) to the person(s) to whom he or she is making the presentation.

A copy of the IDS must be presented to a prospective Brand Ambassador (someone who is not a party to a current iX Global Brand Ambassador Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of actual earnings; (2) statements of projected earnings; (3) statements of earnings ranges; (4) income testimonials; (5) lifestyle claims; and (6) hypothetical claims.

A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one's dreams, having everything one always wanted, and are phrased in terms of "opportunity" or "possibility" or "chance." Claims such as "My iX Global income exceeded my salary after six months in the business," or "Our iX Global business has allowed my wife to come home and be a full-time mom" also fall within the purview of "lifestyle" claims.

A hypothetical income claim exists when you attempt to explain the operation of the compensation plan through the use of a hypothetical example. Certain assumptions are made regarding some or all of the following: (1) number of personally-enrolled Customers and Brand Ambassadors; (2) number of downline Customers and Brand Ambassadors; (3) average sales/purchase volume/sales volume per Customer and Brand Ambassador; and (4) total organizational volume. Applying these assumptions through the compensation plan yields income figures which constitute hypothetical income claims.

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Brand Ambassador or Brand Ambassadors in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claims is made, you must provide every prospective Brand Ambassador with a copy of the IDS and you must display at least one (3 foot x 5 foot poster board) in the front of the room in reasonably close proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Compensation Plan. Brand Ambassadors who develop sales aids and tools in which the Compensation Plan or income claims are present must incorporate the IDS into each such sales aid or tool prior to submission to the iX Global for review.

#### **4.7 - Repackaging and Re-labeling Prohibited**

iX Global products may only be sold in their original packaging. Brand Ambassadors may not repackage, re-label, or alter the labels on iX Global products. Tampering with labels/packaging could be a violation of federal and state laws, and may result in civil or criminal liability. Brand Ambassadors may affix a personalized sticker with your personal/contact information to each product or product container, as long as you do so without removing existing labels or covering any text, graphics, or other material on the product label.

#### **4.8 - Commercial Outlets**

Brand Ambassadors may not sell iX Global products from a commercial outlet, nor may Brand Ambassadors display or sell iX Global products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to eBay and Craig's List constitute Commercial Outlets, and may not be used to sell iX Global products.

#### **4.9 - Military Installations**

The offer, promotion, or sale of the goods and services, or the offer and promotion of the iX Global opportunity on a military installation is not a right – it is a privilege. Even if a Brand Ambassador *lives* on a military installation, he or she does not have the right to offer our products or opportunity to anyone on that installation without the permission of the installation Commander. For the purposes of the U.S. Navy personnel and Navy Regulations, the definition of an “installation” also includes U.S. Navy vessels.

Any Brand Ambassador who wants to offer, promote, or sell iX Global products, or offer and promote the iX Global opportunity (these activities will be collectively referred to as “commercial solicitation activities”) on a military installation must make an inquiry to the office of the installation Commander to determine whether the Commander has granted permission for iX Global Brand Ambassadors to engage in such activities on the installation. If the Commander has not done so, the Brand Ambassador must contact iX Global's offices to ask the iX Global to obtain the Commander's permission. Brand Ambassadors are prohibited from seeking such permission from any installation Commander. If obtained, the permission to engage in commercial solicitation activities on a military installation is granted only for one particular installation.

#### **4.10 - Trade Shows, Expositions and Other Sales Forums**

Brand Ambassadors may display and/or sell iX Global products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Brand Ambassadors must contact the Brand Ambassador Services department in writing for conditional approval, as iX Global's policy is to authorize only one iX Global business per event. Final approval will be granted to the first Brand Ambassador who submits an official advertisement of the event, a copy of the contract signed by both the Brand Ambassador and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Marketing Department. iX Global further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products,

services, or the iX Global opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image iX Global wishes to portray.

## **4.11 - Conflicts of Interest**

### **4.11.4 - Crossline Recruiting**

Brand Ambassadors are prohibited from crossline recruiting. The use of a spouse or relative's name, trade names, DBAs, assumed names, entities, federal identification numbers, or fictitious identification numbers, or any other device or contrivance to circumvent this policy is prohibited. A Brand Ambassador shall not demean, discredit, or defame other iX Global Brand Ambassadors in an attempt to entice another customer, Brand Ambassador or prospective Brand Ambassador to become part of his or her organization.

For the purposes of this Section 4.11.1, the term "crossline recruiting" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, another iX Global Brand Ambassador or Customer to enroll, join, or otherwise participate in another iX Global marketing organization, downline, or line of sponsorship other than the one in which he, she, or it originally enrolled.

### **4.11.5 - Non-solicitation**

iX Global Brand Ambassadors are free to participate in other direct selling, multilevel marketing, or network marketing entities, businesses, organizations, opportunities, or ventures (collectively referred to as a "network marketing business"). However, during the term of this Agreement, any renewal or extension hereof, and for a period of six calendar months following the termination of a Brand Ambassador's Independent Brand Ambassador Agreement, with the exception of a Brand Ambassador who is personally sponsored by the Brand Ambassador (or former Brand Ambassador, as may be applicable), a Brand Ambassador (or former Brand Ambassador) may not recruit any iX Global Brand Ambassador or Customer for another network marketing business. Brand Ambassadors and the iX Global recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Brand Ambassadors and iX Global agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which Brand Ambassadors are located. This provision shall survive the termination or expiration of the Brand Ambassador Agreement.

For the purposes of this Section 4.11.2, the term "recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party) another iX Global Brand Ambassador or Customer to: (1) enroll, join, or otherwise participate in another network marketing business; or (2) terminate or alter his or her business or contractual relationship with the iX Global. The term "recruit" also includes the above activities in the event that the Brand Ambassador's actions are in response to an inquiry made by another Brand Ambassador or Customer.

### **4.11.6 - Brand Ambassador Participation in Other Network Marketing Programs**

If a Brand Ambassador is engaged in other non-iX Global network marketing business, it is the responsibility of the Brand Ambassador to ensure that his or her iX Global business is operated entirely separate and apart from any other network marketing business.

- ❖ Brand Ambassadors shall not display iX Global promotional material, sales aids, products or services with or in the same location as, any non-iX Global promotional material or sales aids, products or services.
- ❖ Brand Ambassadors shall not offer the iX Global opportunity, products or services to prospective or existing Customers or Brand Ambassadors in conjunction with any non-iX Global program, opportunity, product or service.
- ❖ Brand Ambassadors may not offer any non-iX Global opportunity, products, services or opportunity at any iX Global-related meeting, seminar, convention, webinar, teleconference, or

other function.

#### **4.11.7 - Confidential Information**

“Confidential Information” includes, but is not limited to, Downline Genealogy Reports, the identities of iX Global customers and Brand Ambassadors, contact information of iX Global customers and Brand Ambassadors’ personal and group sales volumes, Brand Ambassador rank and/or achievement levels, and other financial and business information. All Confidential Information (whether oral or in written or electronic form) is proprietary information of iX Global and constitutes a business trade secret belonging to iX Global. Confidential Information is, or may be available, to Brand Ambassadors in their respective back-offices. Brand Ambassador access to such Confidential Information is password protected, and is confidential and constitutes proprietary information and business trade secrets belonging to iX Global. Such Confidential Information is provided to Brand Ambassadors in strictest confidence and is made available to Brand Ambassadors for the sole purpose of assisting Brand Ambassadors in working with their respective downline organizations in the development of their iX Global business. Brand Ambassadors may not use the reports for any purpose other than for developing, managing, or operating their iX Global business. Where a Brand Ambassador participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Brand Ambassadors should use the Confidential Information to assist, motivate, and train their downline Brand Ambassadors. The Brand Ambassador and iX Global agree that, but for this agreement of confidentiality and nondisclosure, iX Global would not provide Confidential Information to the Brand Ambassador.

To protect the Confidential Information, Brand Ambassadors 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;
- ❖ Use any Confidential Information to compete with iX Global or for any purpose other than promoting his or her iX Global business;
  
- ❖ Recruit or solicit any Brand Ambassador or Customer of iX Global listed on any report or in the Brand Ambassador's back-office, or in any manner attempt to influence or induce any Brand Ambassador or Customer of iX Global, to alter their business relationship with iX Global.

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether an Brand Ambassador's Agreement has been terminated, or whether the Brand Ambassador is or is not otherwise affiliated with the iX Global. Upon non renewal or termination of the Agreement, Brand Ambassadors must immediately discontinue all use of the Confidential Information and if requested by the iX Global promptly return all materials in their possession to the iX Global within five (5) business days of request at their own expense.

#### **4.12 - Targeting Other Direct Sellers**

iX Global does not condone Brand Ambassadors specifically or consciously targeting the sales force of another direct sales iX Global to sell iX Global products or to become Brand Ambassadors for iX Global, nor does iX Global condone Brand Ambassadors solicitation or enticement of members of the sales force of another direct sales iX Global to violate the terms of their contract with such other iX Global. Should Brand Ambassadors engage in such activity, they bear the risk of being sued by the other direct sales iX Global. If any lawsuit, arbitration or mediation is brought against a Brand Ambassador alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, iX Global will not pay any of the Brand Ambassador's defense costs or legal fees, nor will iX Global indemnify the Brand Ambassador for any judgment, award, or settlement.

#### **4.13 - Errors or Questions**

If a Brand Ambassador has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Brand Ambassador must notify iX Global in writing within 42 days of the date of the purported error or incident in question. iX Global will not be responsible for any errors, omissions or problems not reported to the iX Global within 42 days.

#### **4.14 - Governmental Approval or Endorsement**

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Brand Ambassadors shall not represent or imply that iX Global or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

#### **4.15 - Holding Applications or Orders**

Brand Ambassadors must not manipulate enrollments of new applicants and purchases of products. All Brand Ambassador Applications and Agreements, and product orders must be sent to iX Global within 72 hours from the time they are signed by a Brand Ambassador or placed by a Customer, respectively.

#### **4.16 - Income Taxes**

Each Brand Ambassador is responsible for paying local, state, and federal taxes on any income generated as an Independent Brand Ambassador. Unfortunately, we cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If a Brand Ambassador's iX Global business is tax exempt, the Federal tax identification number must be provided to iX Global. Every year, iX Global will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (1) Had earnings of over \$600 in the previous calendar year; or (2) Made purchases during the previous calendar year in excess of \$5,000.

#### **4.17 - Independent Contractor Status**

Brand Ambassadors are independent contractors. The agreement between iX Global and its Brand Ambassadors does not create an employer/employee relationship, agency, partnership, or joint venture between the iX Global and the Brand Ambassador. Brand Ambassadors shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Brand Ambassadors are responsible for paying local, state, and federal taxes due from all compensation earned as a Brand Ambassador of the iX Global. The Brand Ambassador has no authority (expressed or implied), to bind the iX Global to any obligation. Each Brand Ambassador shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Brand Ambassador Agreement, these Policies and Procedures, and applicable laws.

#### **4.18 - Insurance**

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy.

#### **4.19 - International Marketing**

Brand Ambassadors are authorized to sell iX Global products, and enroll Customers or Brand Ambassadors only in the countries in which iX Global is authorized to conduct business, as announced in official iX Global literature. iX Global products or sales aids may not be shipped into or sold in any foreign country. Brand Ambassadors may sell, give, transfer, or distribute iX Global products or sales aids only in their home country. In addition, no Brand Ambassador may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential Customers or Brand Ambassadors; or (c) conduct any other activity for the purpose of selling iX Global products, establishing a marketing organization, or promoting the iX Global opportunity.

#### **4.20 - Excess Inventory and Bonus Buying**

Brand Ambassadors must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other Brand Ambassador to buy more products than they can reasonably use or sell to retail customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice.

#### **4.21 - Adherence to Laws, Regulations and the Agreement**

Brand Ambassadors must comply with all federal, state, and local laws, regulations, ordinances, codes, and the terms of the Agreement in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Brand Ambassadors because of the nature of their business. However, Brand Ambassadors must obey those laws that do apply to them. If a city or county official tells a Brand Ambassador that an ordinance applies to him or her, the Brand Ambassador shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of iX Global. In addition, Brand Ambassadors must not recommend, encourage or teach other Brand Ambassadors to violate federal, state, or local laws, regulations, ordinances, codes, or the terms of the Agreement in the operation of their iX Global business.

#### **4.22 - One iX Global Business Per Individual and Per Household**

A Brand Ambassador may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one iX Global business. No individual may have, operate or receive compensation from more than one iX Global business.

Individuals of the same Household may not enter into or have an interest in more than one iX Global Business. A "Household" is defined as spouses and dependent children living at or doing business at the same address. In order to maintain the integrity of the iX Global Compensation Plan, husbands and wives, common-law couples, or domestic partners (collectively "spouses"), or parents and their adult children (in the same household) who wish to become iX Global Brand Ambassadors must be jointly sponsored as one iX Global business. Spouses, regardless of whether one or both are signatories to the Brand Ambassador Application and Agreement, may not own or operate any other iX Global business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another iX Global business in any form. An exception to the one business per individual/household rule will be considered on a case by case basis if two Brand Ambassadors marry or in cases of a Brand Ambassador receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Marketing Department.

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

If any member of a Brand Ambassador's immediate household engages in any activity which, if performed by the Brand Ambassador, would violate any provision of the Agreement, such activity will be deemed a violation by the Brand Ambassador and iX Global may take disciplinary action pursuant to the these Policies and Procedures against the Brand Ambassador. Similarly, if any individual associated in any way with a corporation, partnership, limited liability iX Global, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and iX Global may take disciplinary action against the Business Entity. Likewise, if a Brand Ambassador enrolls in iX Global as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

#### **4.24 - Roll-up of Marketing Organization**

When a vacancy occurs in a Marketing Organization due to the termination of a iX Global business, the Brand Ambassador in the first level immediately below the terminated Brand Ambassador on the date of the termination will not be moved to the first level ("front line") of the terminated Brand Ambassador's sponsor. The position occupied by the terminated Brand Ambassador shall remain permanently vacant.

#### **4.25 - Sale, Transfer or Assignment of iX Global Business**

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

The selling Brand Ambassador must offer iX Global the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. iX Global shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.

- ❖ The buyer or transferee must become a qualified iX Global Brand Ambassador. If the buyer is an active iX Global Brand Ambassador, he or she must first terminate his or her iX Global business and wait six calendar months before acquiring any interest in a different iX Global business;
- ❖ Before the sale, transfer or assignment can be finalized and approved by iX Global, any debt obligations the selling party has with iX Global 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 an iX Global business.

Prior to selling an independent iX Global Business or Business Entity interest, the selling Brand Ambassador must notify iX Global's Compliance Department in writing and advise of his or her intent to sell his/her iX Global business or Business Entity interest. The selling Brand Ambassador 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 iX Global business. In the event that a Brand Ambassador transfers, assigns, or sells his or her iX Global business without the express written approval of the Compliance Department, such transfer, assignment, or sale shall be voidable in the sole and absolute discretion of iX Global.

#### **4.26 - Separation of an iX Global Business**

iX Global Brand Ambassadors sometimes operate their iX Global businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, limited liability iX Global, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

One of the parties may, with consent of the other(s), operate the iX Global business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize iX Global to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee.



- ❖ The parties may continue to operate the iX Global business jointly on a “business-as-usual” basis, whereupon all compensation paid by iX Global will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will iX Global split commission and bonus checks between divorcing spouses or members of dissolving entities. iX Global will recognize only one downline organization and will issue only one commission check per iX Global business per commission cycle. Commission checks shall always be issued to the same individual or entity.

If a former spouse has completely relinquished all rights in the original iX Global business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as a Brand Ambassador. In either case, the former spouse or business affiliate shall have no rights to any Brand Ambassadors in their former organization or to any former Customer. They must develop the new business in the same manner as would any other new Brand Ambassador.

#### **4.27 - Sponsoring Online**

When sponsoring a new Brand Ambassador 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, iX Global's Policies and Procedures, and the iX Global Compensation Plan. The sponsor may not fill out the online Brand Ambassador Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.***

#### **4.28 - Succession**

Upon the death or incapacitation of a Brand Ambassador, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the iX Global to ensure the transfer is proper. Accordingly, a Brand Ambassador should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument.

Whenever a iX Global business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Brand Ambassador's position. The successor(s) must comply with the term and provision of the Agreement;

- ❖ Meet all of the qualifications for the deceased Brand Ambassador's status;
- ❖ The devisee must provide iX Global with an “address of record” to which all bonus and commission checks will be sent;
- ❖ If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. iX Global will issue all bonus and commission checks and one 1099 to the business entity.

##### **4.28.4 - Transfer Upon Death of a Brand Ambassador**

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

Global specifying to whom the business and income should be transferred.

#### **4.28.5 - Transfer Upon Incapacitation of a Brand Ambassador**

To effectuate a transfer of a iX Global business because of incapacity, the successor must provide the following to iX Global: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the iX Global business; and (3) a completed Brand Ambassador Agreement executed by the trustee.

#### **4.29 - Telemarketing Techniques**

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although iX Global does not consider Brand Ambassadors to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, Brand Ambassadors must not engage in telemarketing in the operation of their iX Global businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a iX Global product or service, or to recruit them for the iX Global opportunity. "Cold calls" made to prospective customers or Brand Ambassadors that promote either iX Global's products or services or the iX Global opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Brand Ambassador (a "prospect") is permissible under the following situations:

- ❖ If the Brand Ambassador has an established business relationship with the prospect. An "established business relationship" is a relationship between a Brand Ambassador and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Brand Ambassador, or a financial transaction between the prospect and the Brand Ambassador, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- ❖ The prospect's personal inquiry or application regarding a product or service offered by the Brand Ambassador, within the three (3) months immediately preceding the date of such a call.
- ❖ If the Brand Ambassador receives written and signed permission from the prospect authorizing the Brand Ambassador to call. The authorization must specify the telephone number(s) which the Brand Ambassador is authorized to call.
- ❖ You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.
- ❖ Distributors shall not use automatic telephone dialing systems or software relative to the operation of their iX Global businesses.
- ❖ Distributors shall not place or initiate any outbound telephone call to any person that delivers any pre recorded message (a "robocall") regarding or relating to the iX Global products, services or opportunity.

### **4.30 - Back Office Access**

iX Global makes online back offices available to its Brand Ambassadors. Back offices provide Brand Ambassadors access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Brand Ambassador's iX Global business and to increase sales of iX Global products. However, access to a back office is a privilege, and not a right. iX Global reserves the right to deny Brand Ambassadors' access to the back office at its sole discretion.

### **4.31 - Unauthorized Communication**

In the excitement and enthusiasm of working his or her iX Global business, a Brand Ambassador may attempt to contact the iX Global's vendors, suppliers, or advisors with questions or ideas. Any such communication without the iX Global's prior written consent is strictly prohibited. Vendors, suppliers, and advisors are often not set up to handle a large volume of contacts. Equally important, we must respect their rights to privacy. Questions regarding any of these Entities may be directed to Field Support.

## **SECTION 5 - RESPONSIBILITIES OF Brand Ambassadors**

### **5.2 - Change of Address, Telephone, and Email Addresses**

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that the iX Global's files are current. Street addresses are required for shipping since UPS and FedEx cannot deliver to a post office box. Brand Ambassadors planning to change their e-mail address or move must send their new address and telephone numbers to iX Global's Corporate Offices to the attention of the Brand Ambassador Services Department. To guarantee proper delivery, two weeks advance notice must be provided to iX Global on all changes. In the alternative, a Brand Ambassador's whose contact information changes may amend their contact information through their Brand Ambassador Back Office.

### **5.3 - Continuing Development Obligations**

#### **5.3.4 - Ongoing Training**

Any Brand Ambassador who sponsors another Brand Ambassador into iX Global must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her iX Global business. Brand Ambassadors must have ongoing contact and communication with the Brand Ambassadors 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 Brand Ambassadors to iX Global meetings, training sessions, and other functions. Upline Brand Ambassadors are also responsible to motivate and train new Brand Ambassadors in iX Global product knowledge, effective sales techniques, the iX Global Compensation Plan, and compliance with iX Global Policies and Procedures and applicable laws. Communication with and the training of downline Brand Ambassadors must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of Brand Ambassador-produced sales aids and promotional materials).

Brand Ambassadors should monitor the Brand Ambassadors in their Downline Organizations to guard against downline Brand Ambassadors making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

#### **5.3.5 - Increased Training Responsibilities**

As Brand Ambassadors progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the iX Global program. They will

be called upon to share this knowledge with lesser experienced Brand Ambassadors within their organization.

### **5.3.6 - Ongoing Sales Responsibilities**

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

### **5.4 - Non Disparagement**

iX Global wants to provide its independent Brand Ambassadors 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 the Customer Services Department; in order to best serve you, we must hear from you! While iX Global welcomes constructive input, negative comments and remarks made in the field by Brand Ambassadors about the iX Global, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other iX Global Brand Ambassadors. For this reason, and to set the proper example for their downline, Brand Ambassadors must not disparage, demean, or make negative remarks about iX Global, other iX Global Brand Ambassadors, iX Global's products, the Marketing and Compensation plan, or iX Global's directors, officers, or employees.

### **5.5 - Providing Documentation to Applicants**

Brand Ambassadors must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Brand Ambassadors before the applicant signs a Brand Ambassador Agreement, or ensure that they have online access to these materials.

## **SECTION 6 - SALES REQUIREMENTS**

### **6.2 - Product Sales**

The iX Global Compensation Plan is based on the sale of iX Global products and services to end consumers. Brand Ambassadors must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. The following sales requirements must be satisfied for Brand Ambassadors to be eligible for commissions:

- ❖ Brand Ambassadors must satisfy the Personal Volume and Group Sales Volume requirements to fulfill the requirements associated with their rank as specified in the iX Global Compensation Plan. "Personal Sales Volume" includes purchases made by the Brand Ambassador and purchases made by the Brand Ambassador's personal Customers. "Group Volume" shall include the total Sales Volume of all Brand Ambassadors in his or her marketing organization, but may not include the Brand Ambassador's Personal Sales Volume.

- ❖ At least 66% of a Brand Ambassador's total monthly personal sales volume should be sold to personal retail customers

### **6.3 - No Territory Restrictions**

There are no exclusive territories granted to anyone.

### **6.4 - Sales Receipts**

All Brand Ambassadors must provide their retail customers with two copies of an official iX Global sales receipt, or one online copy, at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law.

## **SECTION 7 - BONUSES AND COMMISSIONS**

### **7.2 - Bonus And Commission Qualification And Accrual**

A Brand Ambassador must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Brand Ambassador complies with the terms of the Agreement, iX Global shall pay commissions to such Brand Ambassador in accordance with the Marketing and Compensation plan. The minimum amount for which iX Global will issue a commission is \$ 75. If a Brand Ambassador's bonuses and commissions do not equal or exceed \$ 75, the iX Global will accrue the commissions and bonuses until they total \$ 75. Payment will be issued once \$ 75 has been accrued. Notwithstanding the foregoing, all commissions owed a Brand Ambassador, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of a Brand Ambassador's business.

### **7.3 - Adjustments to Bonuses And Commissions**

#### **7.3.4 - Adjustments for Returned Products**

Brand Ambassadors receive bonuses, commissions, or overrides based on the actual sales of products and services to end consumers. When a product is returned to iX Global for a refund or is repurchased by the iX Global, any of the following may occur at the iX Global's discretion: (1) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service will be deducted from payments to the Brand Ambassador and upline Brand Ambassadors who received bonuses, commissions, or overrides on the sales of the refunded product(s), in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered; (2) the Brand Ambassador or upline Brand Ambassadors who earned bonuses, commissions, or overrides based on the sale of the returned product(s) will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or (3) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) may be deducted from any refunds or credits to the Brand Ambassador who received the bonuses, commissions, or overrides on the sales of the refunded product(s).

#### **7.3.5 - HardCopyCommissionChecks**

The iX Global pays commissions via direct deposit into Brand Ambassadors' online e-wallets.

#### **7.3.6 - TaxWithholdings**

If a Brand Ambassador fails to provide his or her correct tax identification number, iX Global will deduct the necessary withholding from the Brand Ambassador's commission checks as required by law.

### **7.4 - Reports**

All information provided by iX Global 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 credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by iX Global 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.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, iX Global AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY Brand Ambassador 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 iX Global 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, iX Global 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 iX Global'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 iX Global's online and telephone reporting services and your reliance upon the information.

## **SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE**

### **8.2 - Product Guarantee and Rescission**

iX Global offers a 100% 30 day money-back satisfaction guarantee (less shipping charges) to all Preferred and Direct Customers, retail customers, and Brand Ambassadors on product purchases (not subscription purchases). Products shipped directly to a Preferred or Direct Customer by the iX Global must be returned to iX Global and the refund will be issued to the Customer by the iX Global. Products delivered to a retail customer by a Brand Ambassador must be returned to the selling Brand Ambassador, and it shall be the responsibility of the Brand Ambassador to issue the refund to his or her retail customer. Every Brand Ambassador is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any iX Global product, the retail customer may return the unused portion of the product to the Brand Ambassador from whom it was purchased, within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (less shipping costs). This product satisfaction guarantee does not apply to products damaged by abuse or misuse, and shipping costs are not refundable.

If a Brand Ambassador returns more than \$1500 in product for a refund in any 12 consecutive month period, the request will constitute the Brand Ambassador's voluntary termination of his/her Brand Ambassador Agreement, and the refund will be processed as an inventory repurchase pursuant to Section 8.3, and the Brand Ambassador's Agreement will be terminated and his or her iX Global business will be canceled.

### **8.3 - Rescission**

#### **8.3.4 - Retail Customers**

Federal and state law requires that a retail customer who makes a product (not subscription) purchase of \$25.00 or more has three business days (excluding Sundays and legal holidays) (5 business days for Alaska residents and 15 business days in North Dakota for Individuals age 65 and older) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form or sales receipt. When a Brand Ambassador makes a sale or takes an order from a retail customer who cancels or requests a refund within the three business day period, the Brand Ambassador must promptly refund the customer's money as long as the products are returned to the Brand Ambassador in substantially as good condition as when received (five business days for Alaska residents).

#### **8.3.5 - Direct and Preferred Customers**

Brand Ambassadors notify their Direct and Preferred Customers that they have three business days (excluding Sundays and legal holidays) (5 business days for Alaska residents and 15 business days in North Dakota for Individuals age 65 and older) within which to cancel a product (not subscription) purchase and

receive a full refund upon return of the products in substantially as good condition as when they were delivered. Brand Ambassadors should also notify their Direct Customers and Preferred Customers about these time limits at the time they enroll as a Direct Customer or Preferred Customer and place their first order. Products shipped directly to a Preferred or Direct Customer by the iX Global must be returned to the iX Global and the refund will be issued to the Customer by the iX Global.

#### **8.4 - Return of Inventory and Sales Aids Upon Brand Ambassador Termination**

Upon termination of a Brand Ambassador's Agreement, the Brand Ambassador may return Starter Kits, products, and sales aids that he or she personally purchased from iX Global (purchases from other Brand Ambassadors or third parties are not subject to refund) that are in Resalable (see Definition of "Resalable" below) condition and which have been purchased within one year prior to the date of termination. Upon receipt of a Resalable Starter Kit and/or Resalable products and sales aids, the Brand Ambassador will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping and handling charges incurred by a Brand Ambassador when the Starter Kit, products or sales aids were 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. If a Brand Ambassador was paid a commission, rebate, or any other form of compensation based on a product(s) that he or she purchased, and such product(s) is/are subsequently returned for a refund, the commission, rebate, or any other form of compensation that was paid based on that product purchase will be deducted from the amount of the refund.

Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has 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; (4) they are still in iX Global's current inventory; (5) the expiration date(s) for any returned products has not passed; and (6) they are returned to iX Global within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as non returnable, discontinued, or as a seasonal item, shall not be resalable. Replicated Website fees are not refundable except as required by applicable state law.

##### **8.3.1 Montana Residents**

A Montana resident may cancel his or her Brand Ambassador Agreement within 15 days from the date of enrollment, and may return his or her Starter Kit for a full refund within such time period.

#### **8.5 - Procedures for Product Returns**

- ❖ All items must be returned by the Brand Ambassador or customer who purchased it directly from iX Global.
- ❖ All items to be returned must have a Return Authorization Number which is obtained by calling the Brand Ambassador Services Department. This Return Authorization Number must be written on each carton returned.
- ❖ The return is accompanied by:
  - o The original packing slip with the completed (and signed Consumer Return information, if applicable);
  - o The unused portion of the item(s) in its/their original container.
- ❖ Proper shipping carton(s) and packing materials are to be used in packaging the items(s) being returned, and the best and most economical means of shipping is suggested. All returns must be shipped to iX Global shipping pre-paid. iX Global does not accept shipping-collect packages. The risk of loss in shipping for returned items shall be on the Brand Ambassador. If the returned items are not received by the iX Global's Distribution Center, it is the responsibility of the Brand Ambassador to trace the shipment.
- ❖ If a Brand Ambassador is returning merchandise to iX Global that was returned to him or her by a personal retail customer, the product must be received by iX Global within ten day from the date on which the retail customer returned the merchandise to the Brand Ambassador.

## **SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **9.2 - Disciplinary Sanctions**

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 a Brand Ambassador that, in the sole discretion of the iX Global may damage its reputation or goodwill (such damaging act or omission need not be related to the Brand Ambassador's iX Global business), may result, at iX Global's discretion, in one or more of the following corrective measures:

- ❖ Issuance of a written warning or admonition;
- ❖ Requiring the Brand Ambassador to take immediate corrective measures;
- ❖ Imposition of a fine, which may be withheld from bonus and commission checks;
- ❖ Loss of rights to one or more bonus and commission checks;
- ❖ iX Global may withhold from a Brand Ambassador all or part of the Brand Ambassador's bonuses and commissions during the period that iX Global is investigating any conduct allegedly violative of the Agreement. If a Brand Ambassador's business is canceled for disciplinary reasons, the Brand Ambassador will not be entitled to recover any commissions withheld during the investigation period;
- ❖ Suspension of the individual's Brand Ambassador Agreement for one or more pay periods
- ❖ Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of a Brand Ambassador (which may subsequently be re-earned by the Brand Ambassador);
- ❖ Transfer or removal of some or all of a Brand Ambassador's downline Brand Ambassadors from the offending Brand Ambassador's downline organization.
- ❖ Involuntary termination of the offender's Brand Ambassador Agreement;
- ❖ Suspension and/or termination of the offending Brand Ambassador's iX Global website or website access;
- ❖ Any other measure expressly allowed within any provision of the Agreement or which iX Global deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Brand Ambassador's policy violation or contractual breach;

### **9.3 - Grievances and Complaints**

In situations deemed appropriate by iX Global, iX Global may institute legal proceedings for monetary and/or equitable relief. When a Brand Ambassador has a grievance or complaint with another Brand Ambassador regarding any practice or conduct in relationship to their respective iX Global businesses, the complaining Brand Ambassador should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involved interpretation or violation of iX Global policy, it must be reported in writing to the Brand Ambassador Services Department at iX Global. The Brand Ambassador Services Department will review the facts and attempt to resolve it.

### **9.4 - Mediation**

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation 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 attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah, and shall last no more than two business days.

### **9.5 - Arbitration**



If mediation is unsuccessful, **any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The Parties waive all rights to trial by jury or to any court.** The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures. The *Commercial Arbitration Rules and Mediation Procedures* of the AAA are available on the AAA's website at [www.adr.org](http://www.adr.org). The *Streamlined Arbitration Rules & Procedures* are available on the JAMS website at [www.jamsadr.com](http://www.jamsadr.com).

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all Arbitration actions:

- ❖ The Federal Rules of Evidence shall apply in all cases;
- ❖ The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- ❖ The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- ❖ The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days

All arbitration proceedings shall be held in Salt Lake City, Utah. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The arbitration shall occur within 180 days from the date on which the arbitration is filed, and shall last no more than five business days. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- ❖ The substance of, or basis for, the controversy, dispute, or claim;
- ❖ The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- ❖ The terms or amount of any arbitration award;
- ❖ The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect its intellectual property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

## **9.6 - Governing Law, Jurisdiction, and Venue**

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Orange County, State of Florida. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Florida shall govern all other matters relating to or arising from the Agreement.

### **9.6.4 - Louisiana Residents**

Notwithstanding the foregoing, and the arbitration provision in Section 9.4, residents of the State of Louisiana shall be entitled to bring an action against iX Global in their home forum and pursuant to Louisiana law.

## **SECTION 10 - PAYMENTS**

### **10.2 - Sales Taxes**

iX Global is required to charge sales taxes on all purchases made by Brand Ambassadors and Customers,

and remit the taxes charged to the respective states. Accordingly, iX Global will collect and remit sales taxes on behalf of Brand Ambassadors, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If a Brand Ambassador has submitted, and iX Global has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Brand Ambassador (unless the state in question does not accept a Sales Tax Exemption Certificate and Sales Tax Registration License from a direct selling independent contractor). Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by iX Global is not retroactive.

## **SECTION 11 - INACTIVITY AND TERMINATION**

### **11.2 - Effect of Termination**

So long as a Brand Ambassador remains active and complies with the terms of the Brand Ambassador Agreement and these Policies and Procedures, iX Global shall pay commissions to such Brand Ambassador in accordance with the Compensation Plan. A Brand Ambassador's bonuses and commissions constitute the entire consideration for the Brand Ambassador's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Brand Ambassador's non-renewal of his or her Brand Ambassador Agreement, termination for inactivity, or voluntary or involuntary termination of his or her Brand Ambassador Agreement (all of these methods are collectively referred to as "termination"), the former Brand Ambassador 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. **A Brand Ambassador whose business is canceled will lose all rights as a Brand Ambassador. This includes the right to sell iX Global products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Brand Ambassador's former downline sales organization. In the event of termination, Brand Ambassadors 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 a Brand Ambassador's termination of his or her Brand Ambassador Agreement, the former Brand Ambassador shall not hold himself or herself out as a iX Global Brand Ambassador and shall not have the right to sell iX Global products or services. A Brand Ambassador whose business is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination).

### **11.3 - Termination Due to Inactivity**

#### **11.3.4 - Failure to Meet PV Quota**

If a Brand Ambassador fails to personally generate at least 90 PV for 6 consecutive months, his or her Brand Ambassador Agreement shall be canceled for inactivity.

### **11.4 - Involuntary Termination**

A Brand Ambassador's violation of any of the terms of the Agreement, including any amendments that may be made by iX Global in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary termination of his or her Brand Ambassador Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Brand Ambassador's last known address, email address, or fax number, or to his/her attorney, or when the Brand Ambassador receives actual notice of termination, whichever occurs first.

iX Global reserves the right to terminate all Brand Ambassador 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.

## 11.5 - Voluntary Termination

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Termination must be submitted in writing to the iX Global at its principal business address. The written notice must include the Brand Ambassador's signature, printed name, address, and Brand Ambassador I.D. Number. If a Brand Ambassador is also on the Autoship program, the Brand Ambassador's Autoship order shall continue unless the Brand Ambassador also specifically requests that his or her Autoship Agreement also be canceled.

## 11.6 - Non-renewal

A Brand Ambassador may also voluntarily cancel his or her Brand Ambassador Agreement by failing to renew the Agreement on its anniversary date or by failing to pay his/her annual renewal fee. The iX Global may also elect not to renew a Brand Ambassador's Agreement upon its anniversary date.

## SECTION 12 - DEFINITIONS

**Active Customer** — A Preferred or Direct Customer who purchases iX Global products or services during a particular month.

**Active Brand Ambassador** — A Brand Ambassador who satisfies the minimum Personal Sales Volume requirements, as set forth in the iX Global Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions.

**Active Rank** — The term “active rank” refers to the current rank of a Brand Ambassador, as determined by the iX Global Compensation Plan, for a particular pay period. To be considered “active” relative to a particular rank, a Brand Ambassador must meet the criteria set forth in the iX Global Compensation Plan for his or her respective rank. *(See the definition of “Rank” below.)*

**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 iX Global and each Brand Ambassador includes the Brand Ambassador Application and Agreement Terms and Conditions, the iX Global Policies and Procedures, the iX Global Compensation Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by iX Global in its sole discretion. These documents are collectively referred to as the “Agreement.”

**Cancel** — The termination of a Brand Ambassador's business. Termination may be either voluntary, involuntary, through non-renewal or inactivity.

**Downline** — Your downline (or downline organization) consists of the Brand Ambassadors you personally enroll or sponsor (your first level Brand Ambassadors), the Brand Ambassadors that first level Brand Ambassadors enroll or sponsor, as well as the Brand Ambassadors that are subsequently enrolled or sponsored beneath them.

**Downline Leg** — Each one of the individuals personally enrolled immediately underneath you and their respective marketing organizations represents one “leg” in your marketing organization.

**Enroll** — The act of introducing a prospective Brand Ambassador to iX Global and assisting them to execute

a Brand Ambassador Application and Agreement and thereby become a iX Global Brand Ambassador. (Also see the definition of "Sponsor.") These activities are called "enrolling."

**Enroller** — The person who enrolls a prospective Brand Ambassador into iX Global. **Group Volume** — The commissionable value of services and products purchased by the Customers and Brand Ambassadors in the downline of a particular Brand Ambassador.

**Immediate Household** — Spouses, heads-of-household, and dependent family members residing in the same residence.

**Level** — The layers of downline Customers and Brand Ambassadors in a particular Brand Ambassador's downline. This term refers to the relationship of a Brand Ambassador relative to a particular upline Brand Ambassador, determined by the number of Brand Ambassadors between them who are related by sponsorship. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A's fourth level.

**Official iX Global Material** — Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by iX Global to Brand Ambassadors.

**Personal Production** — Moving iX Global products or services to an end consumer for actual use.

**Personal Volume** — The commissionable value of products purchased by: (1) a Brand Ambassador; (2) the Brand Ambassador's personally-enrolled Preferred or Direct Customers; and (3) the Brand Ambassador's personal Retail Customers who purchase from the Brand Ambassador's iX Global replicated website.

**Rank** — The "title" that a Brand Ambassador holds pursuant to the iX Global Compensation Plan. "Title Rank" refers to the highest rank a Brand Ambassador has achieved in the iX Global compensation plan at any time. "Paid As" rank refers to the rank at which a Brand Ambassador is qualified to earn commissions and bonuses during the current pay period.

**Recruit** — For purposes of iX Global's Conflict of Interest Policy (Section 4.11), 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 iX Global Brand Ambassador or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

**Replicated Website** — A website provided by iX Global to Brand Ambassadors which utilizes website templates developed by iX Global.

**Resalable** — Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has 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; 4) it is returned to iX Global within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item, shall not be resalable.

**Retail Customer** — An individual who or entity that purchases iX Global products or services from or through a Brand Ambassador, but who is not a Preferred/Direct/Auto-Ship Customer, a Brand Ambassador, or an immediate household family member of a Brand Ambassador.

**Retail Sales** - Sales to a Retail Customer.

**Social Media** - Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms,

Facebook, MySpace, Twitter, LinkedIn, Delicious, and YouTube.

**Sponsor** — A Brand Ambassador who enrolls a Customer or another Brand Ambassador into the iX Global, and is listed as the Sponsor on the Brand Ambassador Application and Agreement. The act of enrolling others and training them to become Brand Ambassadors is called “sponsoring.”

**Starter Kit** — A selection of iX Global training materials and business support literature, and Brand Ambassador replicated website that each new Independent Marketing Brand Ambassador may purchase.

**Upline** — This term refers to the Brand Ambassador or Brand Ambassadors above a particular Brand Ambassador in a sponsorship line up to the iX Global. Conversely stated, it is the line of sponsors that links any particular Brand Ambassador to the iX Global.