# **POLICIES & PROCEDURES**

These Policies and Procedures hereby govern the relationship between you, the Brand Ambassador ("you", "client", or the "Brand Ambassador"), and us, INSPYRE ("inspYre" or the "Company"). You agree to adhere to the Policies and Procedures set forth in this agreement.

# 1. MISSION STATEMENT

- 1.1. InspYre's mission is to provide a safe and fair environment for people to exercise their gifts and talents with the goal of creating a better life for themselves and their families.
- 1.2. For the first time, we wanted our indigenous resources and minerals to create REAL opportunities for our Brand Ambassadors, create employment and business opportunities for the African Farmers and manufacturers where products ingredients are sourced. This allows us as the InspYre Nation to finally plow back into Africa's economy and watch it flourish!
- 1.3. We know that it takes a small number of people to create a big change. We wanted to change other people's lives for the better, just as our lives have changed. We, therefore, decided to create a safe haven for everyone.

# 2. CODE OF ETHICS

First and Foremost INSPYRE is built on a foundation of integrity, ethics, edification and trust. Whether dealing with your Customers, fellow Brand Ambassador or the Company you should always give and expect to receive above all. As an INSPYRE Brand Ambassador, you are expected to operate your business according to the highest standards of integrity and fair practice in your role as INSPYRE BrandAmbassador. Failure to comply with the Code of Ethics can result in termination of your status as an INSPYRE Brand Ambassador. The Code of Ethics, therefore, states:

- 2.1. When describing INSPYRE Compensation Plan, all the statements must be truthful, accurate and not misleading, strictly based on actual experiences and INSPYRE authorized materials.
- 2.2. Make sure complaints of product quality are dealt with immediately and in a polite and friendly manner, in accordance with the procedures of INSPYRE-authorized materials.
- 2.3. Make every effort to strive for success and excellence in INSPYRE with integrity by conducting your business with the highest standard.
- 2.4. Be willing to assume and implement all the responsibilities stated in INSPYRE-authorized materials.
- 2.5. All activities will be measured against the P&P. When combined with common sense and camaraderie, a powerful synergy will develop. Anything that detracts from this should be dealt with immediately, first through your upline organization, then to the Company if necessary. Destruction of this foundation will not be tolerated. Application to become an Independent Brand Ambassador of the Company requires that the

applicant agree to conduct business according to the following Code of Conduct. This code ensures high standards of integrity, ethics and professionalism throughout the Company's network of Independent Brand Ambassadors and protects the Company's overall business image.

- 2.6. Only INSPYRE authorized materials, including business tools, video materials and other existing business supports only can be used while describing INSPYRE business plan, products, services or any other business activities.
- 2.7. As an INSPYRE Independent Brand Ambassadors, I agree to comply with the following principles to operate INSPYRE Individual business: Comply with Code of Ethics, Policies & Procedures and other versions of authorized literature.
  - 2.7.1. I will conduct my business with an honest, ethical manner always.
  - 2.7.2. I will show fairness, tolerance, and respect to all people associated with InspYre, regardless of race, gender, social class, or religion, thereby fostering a "positive atmosphere" of teamwork, good morale and community spirit.
  - 2.7.3. I will provide support and encouragement to my customers and other Brand Ambassadors to ensure that their experience with INSPYRE is successful.
  - 2.7.4. I will motivate and actively work with Brand Ambassadors in my downline organization to help them build their INSPYRE business. I understand that this support is critical to each Brand Ambassador's success in INSPYRE.
  - 2.7.5. I will refrain from making income claims, exaggerating my personal income or the income potential in general and will stress to the Brand Ambassador candidates the level of effort and commitment required to succeed in the business.
  - 2.7.6. I will not abuse the goodwill of my association with INSPYRE to further or promote other business interests (particularly those which may be competitive to INSPYRE) without the prior written consent of INSPYRE.
  - 2.7.7. I will not make disparaging remarks about other products, services, Brand Ambassador, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow Brand Ambassadors.
  - 2.7.8. I will not make any payment(s) or promise to pay any prospective or existing Associates in return for such Associate's enrollment, continued enrollment, or team building or recruiting activities with INSPYRE.

# 3. INTRODUCTION

# 3.1. Mutual Commitment Statement

The goal of INSPYRE WW (operating as "INSPYRE," and/or referred to as "We," "Us," "Our," or simply the "Company") is to provide exceptional products and services to consumers. This is only made possible with the support of and passion demonstrated by the Brand Ambassadors of INSPYRE sales organization (known as "Brand Ambassador or IBA"). To achieve sustained success as a business, INSPYRE hereby commits to aid and support all Independent Brand Ambassadors in return for the mutual commitment made and shown by these Independent Brand Ambassadors to represent the Company in its efforts to reach all interested consumers.

- 3.1.1. In the spirit of mutual respect and understanding, INSPYRE is committed to:
  - 3.1.1.1. Provide prompt, professional, and courteous service and communications to its Brand Ambassadors and Customers;
  - 3.1.1.2. Provide the highest level of quality products, at fair and reasonable prices;
  - 3.1.1.3. Exchange or refund the purchase price of any product or service as provided in our return policies contained herein;
  - 3.1.1.4. Deliver orders promptly and accurately;
  - 3.1.1.5. Pay commissions accurately and on a timely basis;
  - 3.1.1.6. Expedite orders if an error or unreasonable delay occurs;
  - 3.1.1.7. Maintain a mutually beneficial Compensation Plan;
  - 3.1.1.8. Support, protect, and defend the integrity of the INSPYRE Business Opportunity;
- 3.1.2. In return, INSPYRE expects that its Brand Ambassadors will follow the Code of Ethics as a mutual commitment statement.

## 3.2. Purpose of Policies and Effective Date

To clearly define the relationship that exists between Us and you, and to explicitly set a standard for acceptable business conduct. To authorize an individual to be an Independent Brand Ambassador of the Company and set forth the respective duties, responsibilities and obligations of all parties. It is with great anticipation of your success that we present you this Policy and Procedures and urge you to follow it closely and completely.

- 3.2.1. As an Independent Brand Ambassador, you are required to comply with:
  - 3.2.1.1. All of the terms and conditions set forth in the Independent Brand Ambassador Agreement, which We may amend from time to time in Our sole and absolute discretion;
  - 3.2.1.2. All federal, state, and/or local laws governing your INSPYRE business; and
  - 3.2.1.3. Lastly, the Policies and Procedures.

## 3.3. Policies and Compensation Plan Incorporated into Brand Ambassador Agreement

An Independent Brand Ambassador must review the information in these Policies and Procedures carefully. Should you have any questions regarding a policy or rule, We encourage you to seek an answer from your Sponsor (as defined in the Glossary of Terms herein). Should your Sponsor not provide the appropriate clarification, you may contact the Company Customer Service Department.

- 3.3.1. These Policies and Procedures shall become effective as of August 1st, 2021 ("Effective Date").
- 3.3.2. These Policies and Procedures and the Compensation Plan Incorporated into the Independent Brand Ambassador Agreement.
- 3.3.3. Throughout these Policies, when the term "Agreement" is used, this collectively refers to the Independent Brand Ambassador Agreement, these Policies and Procedures, and the Company Compensation Plan.
- 3.3.4. It is the responsibility of a Sponsoring Independent Ambassador to provide the most current version of these Policies and Procedures (available on the company website) and the Company

Compensation Plan to each applicant prior to any execution of an Independent Brand Ambassador Agreement.

## 3.4. Changes, Amendments, and Modifications

- 3.4.1. Because federal, state, and local laws, as well as the business environment, periodically change, We reserve the right, in its sole and absolute discretion to amend the Agreement(including, without limitation, the Brand Ambassador Agreement, Terms and Conditions, Policies and Procedures and the Compensation Plan) and its prices and products offering. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
  - 3.4.1.1. Posting on the official Corporate website;
  - 3.4.1.2. Posting in Brand Ambassador's back offices;
  - 3.4.1.3. Electronic mail (e-mail); or
  - 3.4.1.4. In writing through Company newsletters or corporate communication channels.
  - 3.4.1.5. Understand that any continued business, ordering, acceptance of a commission or bonus payout, or other benefit received by an Independent Brand Ambassador pursuant to this Agreement constitutes the acceptance of this Agreement in whole with any and all amendments.
  - 3.4.1.6. The most current and controlling version will always be posted on www.inspyreww..com or another applicable website as noticed. It is the responsibility of all IBA's to regularly review the company website as well as stay current on all notices given through the various communications between InspYre and IBA.

## 3.5. Delays

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

## 3.6. Waiver

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.

## 3.7. Policies and Provisions Severals

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.

## 3.8. Company Use of Information

By submitting an Brand Ambassador Application and Agreement that is accepted by InspYre, the Brand Ambassador consents to allow InspYre, its Brand Ambassadors, and any related company 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 InspYre business; and (2) disclose, now or in the future, such Brand Ambassador Information to companies which InspYre 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. Upon sign-up, a Brand Ambassador acknowledges that InspYre may use the Independent Brand Ambassadors name for recognition or marketing purposes. If an Independent Brand Ambassador prefers the Company not to use their name, they must notify the Company in writing within 48 business hours of enrollment. This information is not limited to but may include rank recognition and income levels achieved

# 4. Becoming an InspYre Brand Ambassador

## 4.1. Requirements to become an independent INSPYRE - IBA:

- You must be a minimum of 18 years of age or the legal age of majority in the state, country or jurisdiction you reside in, whichever is higher, and you must be legally capable of entering into a contract.
- You must be legally entitled to earn income in South Africa or in the appropriate country or jurisdiction you intend to do business in as we expand internationally.
- You must submit a valid, complete and accurate Independent Brand Ambassador Agreement, whether online or in paper form to INSPYRE and that application must be accepted by INSPYRE, at our sole discretion.
- All information requested, including a valid national identity number or tax ID number where applicable must be provided.
- Enter a verified mobile phone number, which is not in use or associated with any other INSPYRE accounts, which will be verified through a verification code sent to the
- number.
- An individual may not participate in multiple Brand Ambassador accounts through the use of business entities. No "ghost" Brand Ambassador account (false distributorships set up to maintain a position in the genealogy) are permitted.
- The INSPYRE program is built on sales to the ultimate consumer. Thus, Independent <sup>1</sup>Brand Ambassador must only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for ultimate use. Independent Brand Ambassador must never attempt to influence any other Independent Brand Ambassador to buy more products than they can reasonably use or sell to Customers in a month.

# 4.2. Registration and Enrollment

- 4.2.1. You can submit your Independent Brand Ambassador Agreement through mail or the INSPYRE website (www.inspyreww.com). The application must be received within five (5) business days of your enrollment for you to receive Independent Brand Ambassador benefits. If the Independent Brand Ambassador Agreement is not received within five (5) business days, your Independent Brand Ambassador account will remain on temporary hold until we receive the Agreement.
- 4.2.2. A potential new Independent Brand Ambassador may also enroll on the Sponsor's replicated website. Instead of a physically signed Independent Brand Ambassador Agreement, We will accept the web-enrollment through the "electronic signature." The electronic signature signifies that the new Independent Brand Ambassador has accepted the terms and conditions of the Independent Brand Ambassador Agreement, the Policies and Procedures, the Terms of Use, and the

Compensation Plan. Please note that such electronic signature constitutes a legally binding agreement between you and the Company.

- 4.2.3. Signed documents, including, but not limited to Independent Brand Ambassador agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after execution. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been executed may lead to sanctions, up to and including involuntary termination of the Independent Brand Ambassadors's business.
- 4.2.4. Business Entities:
  - A corporation, partnership, PTY, or trust (collectively referred to as a "Business Entity") may apply to be an Independent Brand Ambassador. This Independent Brand Ambassador business and position will remain temporary until the submission of proper documents. As examples of proper documents, We expect a Business Entity application to come with some of the following: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. We must receive these documents within five (5) business days from the date of the Independent Brand Ambassador Agreement's execution. The Business Entity should scan and send all applicable documents to complaint@inspyreww.com.
  - A validly formed business entity may become an IBA, provided it can submit valid documentation as may be requested by INSPYRE.
  - An individual may not participate in or have any beneficial interest in more than one (1) Brand Ambassador business of any kind. The person signing the application on behalf of a business entity must have the authority of said entity for entering into the transaction. In addition, by signing for as a business entity, you certify that no person with an interest of debt or equity in the business has had an interest in an Brand Ambassador business with INSPYRE within six (6) months of the date of signature.

# 5. Operating INSPYRE Business

## 5.1. Brand Ambassador Responsibilities:

Once a Brand Ambassador Application and Agreement has been accepted by INSPYRE, 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 INSPYRE products;
- → Participate in the INSPYRE Compensation Plan (receive bonuses and commissions, if eligible);
- → Sponsor other individuals as Customers or Brand Ambassadors into the INSPYRE business and thereby, build a marketing organization and progress through the INSPYRE Compensation Plan;
- → Receive periodic INSPYRE literature and other INSPYRE communications;
- → Participate in INSPYRE-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 INSPYRE for its Brand Ambassadors.

## 5.2. Correct Address

5.2.1. It is the responsibility of the Brand Ambassador or Customer to make sure INSPYRE has the correct shipping address before any orders are shipped.:

## InspYre for Africa by African

5.2.2. A Brand Ambassador and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by INSPYRE Customer Support Team.

## 5.3. Adherence to the INSPYRE Compensation Plan

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

## 5.4. Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes:

- the enrollment of individuals without their knowledge and agreement and/or without execution of an Brand Ambassador Application;
- > the fraudulent enrollment of an individual as an Brand Ambassador;
- > the enrollment or attempted enrollment of non-existent individuals as Brand Ambassadors;
- the use of a credit card by or on behalf of an Brand Ambassador or customer when the Brand Ambassador or customer is not the account holder of such credit card;
- purchasing INSPYRE products on behalf of another Brand Ambassador, or under another Brand Ambassador's ID number, to qualify for commissions or bonuses.

## 5.5. Changes to an INSPYRE Business

## 5.5.1. *General*:

5.5.1.1. Each Brand Ambassador must immediately notify INSPYRE of all changes to the information contained in his or her Brand Ambassador Application and Agreement. Brand Ambassadors may modify their existing Brand Ambassador Agreement Form by submitting a written request and appropriate supporting documentation. In order to change any IBA information, you will be asked to fill out an IBA Information Change Request Form which can be requested from our Compliance Staff for review and processing.

# 5.5.2. Changes of Enroller :

- 5.5.2.1. To protect the integrity of all marketing organizations and safeguard the hard work of all Brand Ambassadors, INSPYRE does not allow changes in enroller for active Brand Ambassadors. Maintaining the integrity of the enrollment ship is critical for the success of every Brand Ambassador and marketing organization. Accordingly, the transfer of an Inspyre business from one enroller to another is not permitted.
- 5.5.2.2. Exception A request for a change in enroller, due to INSPYRE error, will be accepted within 3 days of the submission of the new Brand Ambassador application. There are

instances where transfer of ownership of an account will be permitted with appropriate documents filled out. All Brand Ambassadors that are approved for this transfer of ownership will be required to fill out the 'IBA Transfer of Ownership Form'.

# 5.5.3. Protecting Sponsor Lines

- 5.5.3.1. A Brand Ambassador may only have a position in one line of sponsorship, and not in two or more. No Brand Ambassador may register a new position in a line other than his/her own downline. Attempts to the contrary will be filtered out and blocked by INSPYRE.
- 5.5.3.2. As a general rule, INSPYRE does not support requests for a change in sponsorship lines. In isolated instances, however, INSPYRe may approve such requests in the interest of the network as a whole providing all affected enrollers (up to 5 -7 generations up) agree in writing to the requested change (downlines are not required to give their approval). In the event of a change of sponsorship request is examined and approved, (a form from our Advocacy Department named Application Form to Change Sponsor Lines) will be sent to the member requesting the change and all parties affected will be notified.
- 5.5.3.3. only the Brand Ambassador making the request will be placed under a new sponsor (the partner's downline remains intact in the old line of sponsorship and no downline will be repositioned); or
- 5.5.3.4. under extreme circumstances the entire downline may be repositioned under a new sponsor. Subject to investigation and approved by the Compliance and Legal Department.
- 5.5.3.5. When sponsors are changed, all previous activities, accumulated BV points and bonuses will be lost. There will be strict guidelines for the new position not to entice or coerce any of the previous sponsor line to move lines as this will be a direct breach of the Policies and Procedures under the Cross-Recruitment policy. This will result in termination of all accounts associated with this action(s).

# 5.5.4. Cancellation and Re-application

A Brand Ambassador may legitimately change organization by:

- 5.5.4.1. Voluntarily cancelling his or her INSPYRE Agreement and remaining inactive (i.e., no purchases of INSPYRE products; no sales of INSPYRE products; no enrolling; no attendance at any INSPYRE functions, no participation in any other form of Brand Ambassador activity, and no operation of any other INSPYRE business) for 6 full calendar months.
- 5.5.4.2. Following the 6-calendar month period of inactivity, the former Brand Ambassador may reapply under a new enroller. However, the former Brand Ambassador will permanently lose any and all right to their former Brand Ambassador Downline organization. "Downline" shall mean the organization of Independent Brand Ambassadors that enroll and are placed under any Independent Brand Ambassador.
- 5.5.4.3. INSPYRe will consider waiving the six month waiting period under exceptional circumstances. If a Brand Ambassador has set up a second account without waiting the six months period by using a new name, business entity, or by other means. Inspyre considers this behavior a violation of policy and unethical. INSPYRE reserves the right to move that Brand Ambassador to the original position at any time. Such requests for waiver must be submitted to INSPYRE in writing.

# 6. Unauthorized Claims and Actions

# 6.1. Indemnification

6.1.1. A Brand Ambassador is fully responsible for all of his or her verbal and written statements made regarding INSPYRE products, services, and the Compensation Plan that are not expressly contained in official INSPYRE 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 INSPYRE and INSPYRE's directors, board, officers, employees and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by INSPYRE as a result of the Brand Ambassador's unauthorized representations or actions. This provision shall survive the termination of the Brand Ambassador Agreement.

# 6.2. Product Claims

- 6.2.1. No representation or sales offers may be made relating to INSPYRE product(s) that are not accurate or truthful as to grade, quality, performance, and availability. Appropriate product information is contained in authorized INSPYRE literature and is subject to periodic review and revision by INSPYRE. It is the Brand Ambassador's responsibility to obtain and use only current literature and materials. All product representations made by a Brand Ambassador must be the same as those found in current INSPYRE literature.
- 6.2.2. No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by INSPYRE may be made except those contained in official INSPYRE literature.
- 6.2.3. In particular, no IBA may make any claim that INSPYRE 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 South Africa and other jurisdictions.

# 6.3. Claims of Illegal Uses

When promoting INSPYRe products, Brand Ambassadors shall not make any verbal or written statement regarding the use—or potential use—of INSPYRE products for any illegal purpose. This includes, but is not limited to, statements regarding knowledge of the illegal use of INSPYRE products by the Brand Ambassador or any third party, the compatibility of INSPYRE products with any other product known to be used for illegal purposes, or the potential compatibility of INSPYRE products with any other product known or unknown that would facilitate any practice prohibited by law. Brand Ambassadors agree to indemnify INSPYRE and INSPYRE's directors, officers, employees and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by INSPYRE as a result of any such statements made by the Brand Ambassador.

## 6.4. Income Claims and Marketing

- 6.4.1. In their enthusiasm to enroll prospective Brand Ambassadors, some Brand Ambassadors are occasionally tempted to make health claims or income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Brand Ambassadors may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved.
- 6.4.2. When presenting or discussing the INSPYRE Compensation Plan, you must make it clear to prospects that financial success with INSPYRE 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:

- 6.4.2.1.1. Get rich quick
- 6.4.2.1.2. No work required
- 6.4.2.1.3. No selling required
- 6.4.2.1.4. Just join and I'll build your downline for you
- 6.4.2.1.5. Just join and your downline will get spillover
- 6.4.2.1.6. The company does all the work for you
- 6.4.2.1.7. All you have to do is buy your products every month
- 6.4.3. 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 an INSPYRE Brand Ambassador without commitment, effort, and sales skill.

# 7. Income Disclosure Statement

InspYre 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 have developed the InspYre Income Disclosure Statement ("IDS"). The INSPYRE IDS is designed to convey truthful, timely, and comprehensive information regarding the income that INSPYRE Brand Ambassador earns. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Brand Ambassadors. Inset pdf url pdf.

The failure to comply with this policy constitutes a significant and material breach of the INSPYRE Brand Ambassador Agreement and will be grounds for disciplinary sanctions, including termination, pursuant to Section 40 (Disciplinary Sanctions).

A Brand Ambassador, when presenting or discussing the InspYre opportunity or Compensation Plan to a prospective Brand Ambassador, may not make income projections, income claims, or disclose his or her INSPYRE 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 INSPYRE 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 InspYre 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 InspYre income exceeded my salary after six months in the business," or "Our InspYre 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 Ambassador; (2) number of downline Customers and Brand Ambassador; (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(s) or IBA's 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 or the making of an income claim. Copies of the IDS may be printed or downloaded without charge from the corporate website at www.inspyreww.com.

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 Company for review.

## 8. Prohibited Re-Packaging and Re-Labeling

INSPYRE products may only be sold in their original packaging. Brand Ambassador may not repackage, re-label, or alter the labels on INSPYRE products. Tampering with labels/packaging could be a violation of federal and state laws and may result in civil or criminal liability. Brand Ambassador 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.

## 9. Commercial Outlets

Brand Ambassadors may not sell INSPYRE products from a commercial outlet, nor may Brand Ambassadors display or sell INSPYRE products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to Takealot,eBay and Craig's List constitute Commercial Outlets, and may not be used to sell INSPYRE products. 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 or the making of an income claim. Copies of the IDS may be printed or downloaded without charge from the corporate website at www.MyDailyChoice.com. 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 Company for review.

# 10. Trade Shows, Expositions and Other Sales Forums

Brand Ambassadors may display and/or sell INSPYRE products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Brand Ambassadors must contact the Compliance department (compliance@inspyreww.com) in writing for conditional authorization, as INSPYRE's policy is to authorize only one INSPYRE business per event. Final authorization 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 Compliance Department. INSPYRE 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 or the INSPYRE opportunity.

# 11. Conflicts of Interest

# 11.1. Competition Policy

INSPYRE Brand Ambassadors are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"), with the exception of those products in the same generic category as INSPYRE products or services. Brand Ambassadors may not display INSPYRE products with any other products or services in a fashion that might in any way confuse or mislead a prospective Customer or Brand Ambassador into believing there is a relationship between the INSPYRE and non–INSPYRE products or services.

# 11.2. Non-solicitation

- 11.2.1. During the term of this Agreement, Brand Ambassadors may not recruit other INSPYRE Brand Ambassadors or customers for any other network marketing business. Following the cancellation of this Agreement for any reason, and for a period of one year thereafter, a former Brand Ambassador may not recruit any INSPYRE Brand Ambassador or customer for another network marketing business. The Brand Ambassadors and Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States, 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, the Brand Ambassadors and Company agree that this non–solicitation provision shall apply to all markets in which INSPYRE conducts business, unless such company is doing business.
- 11.2.2. The term "recruit" means actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly or through a third party, another INSPYRE Brand Ambassador or customer to enroll or participate in another multi-level marketing, network marketing or direct sales opportunity.

## 11.3. Brand Ambassador Participation in Other Network Marketing Programs

- 11.3.1. If a Brand Ambassador is engaged in other non-INSPYRE network marketing business, it is the responsibility of the Brand Ambassador to ensure that his or her INSPYRE business is operated entirely separate and apart from any other network marketing business. To this end, the following must be adhered to:
  - 11.3.1.1. Brand Ambassadors must not sell, or attempt to sell, any competing non-INSPYRE programs, products or services to INSPYRE Customers or Brand Ambassadors. Any program, product or services in the same generic categories as INSPYRE products is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors. This

provision does not apply where professional services are the primary source of revenues and the product sales are secondary to the provision of such services (e.g., physician's offices, health clinics, health clubs, gyms, spas or beauty salons). However, a Brand Ambassador may sell non-competing products to INSPYRE Customers or Brand Ambassadors who are personally-sponsored.

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

# 12. Downline Activity (Genealogy) Reports

Downline Activity Reports made available for Brand Ambassador access and viewing through INSPYRE's official website are considered confidential. Brand Ambassador access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to INSPYRE.

Downline Activity Reports are provided to Brand Ambassadors in the strictest of confidence and are made available to Brand Ambassadors for the sole purpose of assisting Brand INSPYRE would not provide Downline Activity Reports to the Brand Ambassador.

A Brand Ambassador 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 information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
- Use the information to compete with INSPYRE or for any purpose other than promoting his or her INSPYRE business;
- Recruit or solicit any Brand Ambassador or Customer of INSPYRE listed on any report or in any manner attempt to influence or induce any Brand Ambassador or customer of INSPYRE to alter their business relationship with INSPYRE;
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report.
- Upon demand by the Company, any current or former Brand Ambassador will return the original and all copies of Downline Activity Reports to the Company.

## 13. Cross-Enrolling

13.1.1. Actual or attempted cross–enrolling is strictly prohibited. "Cross–enrolling" is defined as the enrollment of an individual or entity that is already a current Customer or Brand Ambassador of INSPYRE, or who has had such an agreement within the preceding 6 calendar months, within a

different line of enrollmentship. The use of a spouse or relative's name, a straw man, trade names, assumed names or fictitious ID numbers to circumvent this policy is prohibited. Brand Ambassadors shall not demean, discredit or defame other INSPYRE Brand Ambassadors in an attempt to entice another Brand Ambassador to become part of the first Brand Ambassador's marketing organization. If a prohibited organization transfer occurs, INSPYRE shall take disciplinary action against the Brand Ambassador(s) who engaged, acquiesced and/or knowingly participated in the improper cross–enrolling. However, it shall be entirely within INSPYRE's discretion where in the genealogical structure, the cross–enrolled organization in question shall be placed or otherwise distributed.

13.1.2. Because equities often exist in favor of both Upline organizations, BRAND AMBASSADORS WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY FOR ITS DECISION REGARDING THE FINAL DISPOSITION OR PLACEMENT OF THE CROSSENROLLED ORGANIZATION. "Upline" shall mean the organization of Independent Brand Ambassadors enrolled and placed above any Independent Brand Ambassador.

## 14. Targeting Other Direct Sellers

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

#### 15. Errors and Questions

If a Brand Ambassador has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Ambassador must notify the INSPYRE Brand Ambassador Support Department at support@inspyreww.com, in writing, within 5 – 7 days of the date of the purported error or incident in question. INSPYRE will not be responsible for any errors, omissions or problems not reported to the Company within 7 days.

#### 16. Sales Aids and Optional

16.1.1. Brand Ambassadors are not required to purchase or carry sales aids. Brand Ambassadors who do so must make his or her own decision regarding these matters. Absolutely no use of the InspYre name may be used on marketing materials, including any social media such as Facebook or Instagram. To ensure that Brand Ambassadors are not encumbered with Company Sales Aids, such Sales Aids may be returned to InspYre upon the Brand Ambassador's cancellation pursuant to the terms of Section

#### 17. 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 INSPYRE or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

#### 18. Manipulating Applications or Enrollments

18.1.1. Brand Ambassadors must not manipulate enrollments of new Brand Ambassadors or customer orders.

## 19. 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 INSPYRE business is tax exempt, the Federal tax identification number must be provided to INSPYRE Every year, INSPYRE will provide an SARS 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.

#### 20. Independent Contractor Status

Brand Ambassadors are independent contractors. The agreement between INSPYRE and its Brand Ambassadors does not create an employer/employee relationship, agency, partnership, or joint venture between the Company 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 Company. The Brand Ambassador has no authority (expressed or implied), to bind the Company 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.

#### 21. 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.

#### 22. International Marketing

Brand Ambassadors are authorized to sell INSPYRE products, and enroll Customers or Brand Ambassadors only in the countries in which INSPYRE is authorized to conduct business, as announced in official Company literature. INSPYRE products or sales aids may not be shipped into or sold in any foreign country. Brand Ambassadors may sell, give, transfer, or distribute INSPYRE 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 INSPYRE products, establishing a marketing organization, or promoting the INSPYRE opportunity. The violation of this policy will result in the immediate termination of the Brand Ambassador Agreement, and may also result in criminal prosecution by U.S and international authorities.

#### 23. 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.

#### 24. 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 INSPYRE 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 INSPYRE business.

## 25. One INSPYRE Business Per Brand Ambassador

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 INSPYRE business. No individual may have, operate or receive compensation from more than one INSPYRE business. The Individual ownership of an INSPYRE Brand Ambassador position must match the credit card on file, shipping address, and payment/commission information. If we discover that a Brand Ambassador is monetizing multiple positions in multiple organizations, we view this as 100% unethical. Additionally, we reserve the right to suspend commissions, remove back-office access, move duplicate positions back to their original placement, or terminate the Brand Ambassador's account.

## 26. Roll-up of Organization

26.1. When a vacancy occurs in a Marketing Organization due to the termination of an INSPYRE business, each Brand Ambassador in the first level immediately below the terminated Brand Ambassador on the date of the termination will be moved to the first level ("front line") of the terminated Brand Ambassador's enroller. For example, if A sponsors B, and B sponsors Cl, C2, and C3, if B terminates her business, Cl, C2, and C3 will "rollup" to A and become part of A's first level. Please note: 1. If the purged brand ambassador has only one leg, and it is the leg they are on, the brand ambassador is removed and the IBA/customer directly below them moves up 1 spot. 2. If the IBA has more than one leg or the only leg of the IBA is the opposite leg that they are on, the brand ambassador position remains as a placeholder until they meet the conditions above and can be removed.

#### 27. Sale, Transfer or Assignment of INSPYRE Business

- 27.1. Although an INSPYRE business is a privately owned, independently operated business, the sale, transfer, or assignment of an INSPYRE business, and the sale, transfer or assignment of an interest in a Business Entity that owns or operates an INSPYRE Ambassador business, is subject to certain limitations. If an Ambassador wishes to sell his or her INSPYRE business, or interest in a Business Entity that owns or operates an INSPYRE business, or interest in a Business Entity that owns or operates an INSPYRE business, or interest in a Business Entity that owns or operates an INSPYRE business, or interest in a Business Entity that owns or operates an INSPYRE business, or interest in a Business Entity that owns or operates an INSPYRE business, the following criteria must be met:
  - 27.1.1. The selling Ambassador must offer INSPYRE the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. INSPYRE shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
  - 27.1.2. The buyer or transferee must become a qualified Brand Ambassador. If the buyer is an active INSPYRE Brand Ambassador, he or she must first terminate his or her INSPYRE business and however the six (6) calendar month waiting period may be waived before acquiring any interest in the new INSPYRE business;
  - 27.1.3. Before the sale, transfer or assignment can be finalized and approved by INSPYRE, any debt obligations the selling party has with INSPYRE must be satisfied.
  - 27.1.4. 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 INSPYRE Brand Ambassador business.

- 27.1.5. Prior to selling a Business Entity interest, the selling party must notify INSPYRE's Compliance Department in writing and advise of his or her intent to sell INSPYRE's business or Business Entity interest. The selling party must also receive written approval from the Compliance Department before proceeding with the sale.
- 27.1.6. Required Documentation There are instances where transfer of ownership of an account will be permitted with appropriate documents filled out. All Brand Ambassadors that are approved for this transfer of ownership will be required to fill out the 'Transfer of Ownership Form'.

## 28. Separation of an INSPYRE Business

- 28.1. INSPYRE Brand Ambassadors sometimes operate their INSPYRE 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 company, 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:
  - 28.1.1. One of the parties may, with the consent of the other(s), operate the INSPYRE business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize INSPYRE to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee.
  - 28.1.2. The parties may continue to operate the INSPYRE business jointly on a "business-as-usual" basis, whereupon all compensation paid by INSPYRE 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.
- 28.2. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will INSPYRE split commission and bonus checks between divorcing spouses or members of dissolving entities. INSPYRE will recognize only one downline organization and will issue only one commission check per INSPYRE business per commission cycle. Commission checks shall always be issued to the same individual or entity.
- 28.3. If a former spouse has completely relinquished all rights in the original INSPYRE 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 Brand Ambassador 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 brand ambassador shall have no rights to any IBA in their former organization or to any former Customer. They must develop the new business in the same manner as would any other new IBA.

## 29. Organizational Structure & Sponsoring

29.1. 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, INSPYRE's Policies and Procedures, and the INSPYRE 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.

## 29.1.1. Succession

29.1.1.1. 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 Company 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 an INSPYRE 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 marketing organization provided the following qualifications are met. The successor(s) must:

- 29.1.1.1.1. Execute a Brand Ambassador Agreement;
- 29.1.1.1.2. Comply with terms and provisions of the Agreement;
- 29.1.1.1.3. Meet all of the qualifications for the deceased Brand Ambassador's status;
- 29.1.1.1.4. The devisee must provide INSPYRE with an "address of record" to which all bonus and commission checks will be sent;
- 29.1.1.1.5. If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. INSPYRE will issue all bonus and commission checks and one 1099 to the business entity.

## 29.1.2. Transfer Upon Death of a Brand Ambassador

- 29.1.2.1. To effect a testamentary transfer of an INSPYRE business, the executor of the estate must provide the following to INSPYRE: (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 INSPYRE specifying to whom the business and income should be transferred.
- 29.1.3. Transfer Upon Incapacitation of a Brand Ambassador
  - 29.1.3.1. To effectuate a transfer of an INSPYRE business because of incapacity, the successor must provide the following to INSPYRE: (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 INSPYRE business; and (3) a completed Brand Ambassador Agreement executed by the trustee.

# 30. Telemarketing Techniques

- 30.1. 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 INSPYRE 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 INSPYRE businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of an INSPYRE product or service or to recruit them for the INSPYRE opportunity. "Cold calls" made to prospective customers or Brand Ambassadors that promote either INSPYRE's products or the INSPYRE 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:
  - 30.1.1. 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.

- 30.1.2. 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.
- 30.1.3. 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.
- 30.1.4. 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.
- 30.1.5. Brand Ambassadors shall not use automatic telephone dialing systems or software relative to the operation of their INSPYRE businesses.
- 30.1.6. Brand Ambassadors 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 INSPYRE products or opportunity.

# 31. Back Office Access

31.1. INSPYRE 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 INSPYRE business and to increase sales of INSPYRE products. However, access to a back-office is a privilege and not a right. INSPYRE reserves the right to deny Brand Ambassadors access to the back office at its sole discretion.

# 32. Unauthorized Communication

32.1. In the excitement and enthusiasm of working his or her INSPYRE business, a Brand Ambassador may attempt to contact the Company's vendors, suppliers, or advisors with questions or ideas. Any such communication without the Company'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.

# 33. Stacking

33.1. "Stacking" is strictly prohibited. The term "stacking" includes: (a) violating the one-business-per-household rule and/or (b) enrolling fictitious individuals or entities into the INSPYRE Compensation Plan, in an attempt to manipulate the Compensation Plan.

# 34. Enrolling

34.1. All active Brand Ambassadors in good standing have the right to enroll others into INSPYRE. Each prospective Brand Ambassador has the ultimate right to choose his or her own enroller. If two Brand Ambassadors claim to be the enroller of the same new Brand Ambassador, the Company shall regard the first application received by the Company as controlling.