



POLICIES & PROCEDURES

EFFECTIVE MARCH 1, 2018

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SECTION 1: Introduction

These Policies and Procedures, along with the Purchase Terms and Conditions, the 3-Worx Replicated Website and Privacy Policy, and the 3-Worx Bonus Plan, in their present form and as amended by 3-Worx International, LLC (hereafter “3-Worx” or the “Company”), are incorporated into, and form an integral part of, the 3-Worx Affiliate Agreement. Throughout these Policies, the term “Affiliate” also applies to a Qualified Affiliate, unless one or the other is specified as “only” i.e. “Qualified Affiliates Only”. It is the responsibility of each Affiliate 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 these Policies and Procedures, Agreement Terms and Conditions, the 3-Worx Replicated Website and Privacy Policy, the 3-Worx Bonus Plan, and the 3-Worx Business Entity Application (if applicable). These documents are incorporated by reference into the 3-Worx Affiliate Agreement (all in their current form and as amended by 3-Worx).

- A. Changes to the Agreement:** 3-Worx reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that 3-Worx elects to make. Amendments shall be effective five (5) 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 one or more of the following methods:
- a. posting on the Company’s official web site;
 - b. electronic mail (e-mail);
 - c. posting in Affiliates’ back-offices;
 - d. inclusion in Company periodicals;
 - e. inclusion in product orders or bonus checks; or by
 - f. special mailings.

The continuation of an Affiliate’s 3-Worx business, the acceptance of any benefits under the Agreement, or an Affiliate’s acceptance of bonuses or commissions constitutes acceptance of all amendments.

- B. Policies and Provisions:** 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.

- C. Waiver:** The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of 3-Worx to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of 3-Worx’ right to demand exact compliance with the Agreement. The existence of any claim or cause of

action of an Affiliate against 3-Worx shall not constitute a defense to 3-Worx' enforcement of any term or provision of the Agreement.

SECTION 2: Becoming an Affiliate or Qualified Affiliate

A. Requirements: In order to become an Affiliate or Qualified Affiliate, each applicant must:

- a. be at least 18 years of age;
- b. reside in the United States or U.S. Territories or country that 3-Worx has officially announced is open for business;
- c. provide 3-Worx with his/her valid Social Security or Federal Tax ID number;
- d. provide payment of annual \$39.99 Registration Fee via personal credit or debit card;
- e. submit a properly completed Affiliate Application and Agreement to 3-Worx either in hard copy or online format.

3-Worx reserves the right to accept or reject any Affiliate Application and Agreement for any reason or for no reason.

B. Registration Fee: Other than a \$39.99 registration fee, no person is required to purchase 3-Worx products, services or sales aids, or to pay any other charge or fee to become an Affiliate.

C. Benefits: Once an Affiliate Application and Agreement has been accepted by 3-Worx, the benefits of the Bonus Plan and the Affiliate Agreement are available to the new Affiliate.

These benefits include the right to:

- a. sell 3-Worx products and services;
- b. participate in the 3-Worx Bonus Plan (receive bonuses and commissions, if eligible);
- c. access to our education video library – Qualified Affiliates only;
- d. enroll other individuals as Customers or Affiliates into the 3-Worx business and thereby, build a marketing organization and progress through the 3-Worx Bonus Plan;
- e. receive periodic 3-Worx literature and other 3-Worx communications;
- f. participate in 3-Worx-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- g. participate in promotional and incentive contests and programs sponsored by 3-Worx for its Affiliates.

D. Recognition: Included in the benefits of an active Affiliate Agreement is participation in the 3-Worx Recognition Program. Each sale is recorded and tracked by 3-Worx for Corporate Purposes; one primary purpose of this is the recognizing of individuals for rank advancements in sales volume. All Rank advancements will include certification from 3-Worx upon achieving the rank. All Rank advancements and recognition processes are broken

up as follows (Rewards for all Rank advancements are subject to the requirements listed below):

- a. All Affiliates who achieve a minimum personal sales volume (hereby cited as PV) of 50 and attain a qualified group sales volume (hereby cited as QGV) of 350 during a commission period will achieve the Affiliate Rank.
- b. All Affiliates who maintain 2 personally sponsored Affiliates, have a PV of 50, and attain a QGV of 1,500 during a commission period will achieve the Affiliate 1 rank.
- c. All Affiliates who maintain 2 personally sponsored Affiliates, have a PV of 100, and attain a QGV of 3,600 during a commission period will achieve the Affiliate 2 rank.
- d. All Affiliates who maintain 3 personally sponsored Affiliates, have a PV of 100, and attain a QGV of 7,500 during a commission period will achieve the Senior Affiliate rank.
- e. All Affiliates who maintain 4 personally sponsored Affiliates, have a PV of 150, and attain a QGV of 11,400 during a commission period will achieve the Senior Affiliate 1 rank.
- f. All Affiliates who maintain 5 personally sponsored Affiliates, have a PV of 150, and attain a QGV of 15,000 during a commission period will achieve the Senior Affiliate 2 rank.
- g. All Affiliates who maintain 6 personally sponsored Affiliates (who have all achieved and maintained the rank of Affiliate 1), have a PV of 150, and attain a QGV of 30,000 during a commission period will achieve the Regional Affiliate rank.

- h. All Affiliates who maintain 7 personally sponsored Affiliates (who have all achieved and maintained the rank of Affiliate 2), have a PV of 150, and attain a QGV of 60,000 during a commission period will achieve the Regional Affiliate 1 rank.
- i. All Affiliates who maintain 8 personally sponsored Affiliates (who have all achieved and maintained the rank of Senior Affiliate), have a PV of 150, and attain a QGV of 120,000 during a commission period will achieve the Regional Affiliate 2 rank.
- j. All Affiliates who maintain 9 personally sponsored Affiliates (who have all achieved and maintained the rank of Senior Affiliate 1), have a PV of 150, and attain a QGV of 225,000 during a commission period will achieve the National Affiliate rank.
- k. All Affiliates who maintain 10 personally sponsored Affiliates (who have all achieved and maintained the rank of Senior Affiliate 2), have a PV of 150, and attain a QGV of 450,000 during a commission period will achieve the National Affiliate 1 rank.
- l. All Affiliates who maintain 11 personally sponsored Affiliates (who have all achieved and maintained the rank of Regional Affiliate), have a PV of 150, and attain a QGV of 900,000 during a commission period will achieve the National Affiliate 2 rank.
- m. All Affiliates who maintain 12 personally sponsored Affiliates (who have all achieved and maintained the rank of Regional Affiliate 1), have a PV of 150, and attain a QGV of 2,250,000 during a commission period will achieve the Global Affiliate rank.
- n. All Affiliates who maintain 15 personally sponsored Affiliates (who have all achieved and maintained the rank of Regional Affiliate 2), have a PV of 150, and

attain a QGV of 4,500,000 during a commission period will achieve the Elite Affiliate rank.

- E. Term and Renewal:** The term of the Affiliate Agreement is one year from the date of its acceptance by 3-Worx (subject to reclassification for inactivity after three months pursuant to Section 11) Affiliates must renew their Affiliate Agreement each year by paying an annual renewal fee of \$39.99 on or before the anniversary date of their Affiliate Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Affiliate Agreement, the Affiliate Agreement will be canceled. Affiliates may elect to utilize the Automatic Renewal Program (“ARP”). Under the ARP, the renewal fee will be charged to the Affiliate’s credit card on file with the Company. Affiliates without a credit card or bank account must renew by phone or mail.

SECTION 3: Advertising and Online Conduct

Affiliates must adhere to the terms of the 3-Worx Bonus Plan as set forth in official 3-Worx literature. Affiliates shall not offer the 3-Worx opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official 3-Worx literature. Affiliates shall not require or encourage other current or prospective Customers or Affiliates to execute any agreement or contract other than official 3-Worx agreements and contracts in order to become a 3-Worx Affiliate. Similarly, Affiliates shall not require or encourage other current or prospective Customers or Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the 3-Worx Bonus Plan other than those purchases or payments identified as recommended or required in official 3-Worx literature.

- A. General:** All Affiliates shall safeguard and promote the good reputation of 3-Worx and its products. The marketing and promotion of 3-Worx, the 3-Worx opportunity, the Bonus Plan, and 3-Worx products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and services, and the tremendous opportunity 3-Worx offers, Affiliates should use the sales aids, business tools, and support materials produced by 3-Worx. The Company has carefully designed its products, product labels, Bonus 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, Affiliates may only advertise or promote their 3-Worx business using approved tools, templates or images acquired through 3-Worx.

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 3-Worx compliance department (help@3-Worx.com) for consideration and approval. Unless you receive specific written approval from 3-Worx to use such tools, the request shall be deemed denied.

Affiliates may not sell sales aids to other 3-Worx Affiliate(s) or Customer(s). Therefore, Affiliates who receive authorization from 3-Worx to produce their own sales aids may not sell such material to any other Affiliate(s). Affiliates may make approved material available to other Affiliates free of charge if they wish, but may not charge other 3-Worx Affiliates for the material.

3-Worx further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Affiliates waive all claims for damages or remuneration arising from or relating to such rescission.

B. Trademarks and Copyrights: The name of 3-Worx and other names as may be adopted by 3-Worx are proprietary trade names, trademarks and service marks of 3-Worx (collectively “marks”). As such, these marks are of great value to 3-Worx and are supplied to Affiliates for their use only in an expressly authorized manner. 3-Worx will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including 3-Worx Affiliates, in any unauthorized manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Affiliates may not produce for sale or distribution any recorded Company events and speeches without written permission from 3-Worx, nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

No portion of the Company’s product may be reproduced or shared at any time including but not limited to training videos, training tools, or any other information item delivered as part of the 3-Worx Subscription.

As a 3-Worx Affiliate, you may use the 3-Worx name in the following manner:

Affiliate’s Name
3-Worx Affiliate

Example:

John Johnson
3-Worx Affiliate

Affiliates may not use the name 3-Worx 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. Additionally, only use the phrase 3-Worx Affiliate in your phone greeting or on your answering machine to clearly separate your 3-Worx Affiliate business from 3-Worx. For example, you may not secure the domain name **www.My3Worx.com**, nor may you create an email address such as **JohnJohnson3WorxAffiliate@hotmail.com**.

C. 3-Worx Affiliate Logo: If you use a 3-Worx logo in any communication, you must use the Affiliate version of the 3-Worx logo. Using any other 3-Worx logo requires written approval.

Please see examples below:

Logos Approved for Affiliate Use:

Logos NOT Approved for Affiliate Use:

- D. Media:** Affiliates must not attempt to respond to media inquiries regarding 3-Worx, its products or services, or their 3-Worx Affiliate business. All inquiries by any type of media must be immediately referred to 3-Worx' Compliance Department. This policy is designed to ensure that accurate and consistent information is provided to the public as well as a proper public image.
- E. Unsolicited E-Mail:** 3-Worx does not permit Affiliates to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by an Affiliate that promotes 3-Worx, the 3-Worx opportunity, or 3-Worx products and services must comply with the following:
- a. there must be a functioning return email address to the sender;
 - b. there must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt- out" notice);
 - c. the email must include the Affiliate's physical mailing address;
 - d. the email must clearly and conspicuously disclose that the message is an advertisement or solicitation;
 - e. the use of deceptive subject lines and/or false header information is prohibited;
 - f. all opt-out requests, whether received by email or regular mail, must be honored. If an Affiliate receives an opt-out request from a recipient of an email, the Affiliate must forward the opt-out request to the Company.

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

- F. Television and Radio Advertising:** Affiliates may not advertise on television or radio except with 3-Worx' express written approval.
- G. Advertised Prices:** Affiliates may not create their own marketing or advertising material offering any 3-Worx products at a price less than the current online prices, plus shipping and applicable taxes.
- H. Online Conduct:** Affiliates may create their own websites, so long as the website and its content comply with the terms of 3-Worx' Policies and Procedures. It is the Affiliate's obligation to ensure their online marketing activities are truthful, are not deceptive and do not mislead customers or potential Affiliates in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action. Misleading tactics include, but are not limited to:
- a. spam linking (or blog spam);
 - b. unethical search engine optimization ("SEO") tactics;
 - c. misleading click-through ads (i.e. having the display URL of a Pay-Per-Click ("PPC") campaign appear to be directed to an official 3-Worx Corporate Site when it in fact goes elsewhere);
 - d. unapproved banner ads; and
 - e. unauthorized press releases.

3-Worx will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

- I. 3-Worx Replicated Websites:** Affiliates receive a 3-Worx Replicated Website subscription to facilitate an online buying experience for their customers and enrollments for prospects. Affiliates are solely responsible and liable for the content they add to their Replicated Website and must regularly review the content to ensure it is accurate and relevant.

Affiliates may not alter the branding, artwork, look, or feel of their Replicated Website, and may not use their Replicated Website to promote, market or sell non-3-Worx products, services or business opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- The 3-Worx Affiliate Logo
- Your Name
- Artwork, logos, or graphics
- Original text

Because Replicated Websites reside on the 3-Worx.com domain, 3-Worx reserves the right to receive analytics and information regarding the usage of your website.

By default, your 3-Worx Replicated Website URL is: www.3-Worx.com/<AffiliateID#>

You must change this default ID and choose a uniquely identifiable website name that cannot:

- a. be confused with other portions of the 3-Worx corporate website;
- b. confuse a reasonable person into thinking they have landed on the 3-Worx corporate page;
- c. be confused with any 3-Worx name;
- d. contain any discourteous, misleading, or off-color words or phrases that may damage 3-Worx' image.

J. External Website Content: Affiliates are solely responsible and liable for their own Registered External Website content, messaging, claims, and information and must ensure that it appropriately represents and enhances the 3-Worx brand and adheres to 3-Worx' Policies and Procedures. Additionally, Registered External Websites must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at 3-Worx' sole discretion.

K. External Website Termination: In the event of the voluntary or involuntary cancellation of your Affiliate Agreement, you must remove your Registered External Website from public view within three (3) days and redirect (forward) all traffic from that domain to www.3-Worx.com. Your external website may be transferred to another 3-Worx Affiliate, subject to 3-Worx approval, on a case-by-case basis.

L. Team Websites: You may use team websites for the purposes of connecting, communicating, training, educating and sharing best practices among team members. Because these sites may contain sensitive and Company-specific information, these team websites must be password protected and may only be shared with members of your Sales Organization. Before you offer a team website to other Affiliates, you must request approval of the website from the Company. The team website will only be approved upon written notice from the Company.

M. Domain Names, E-Mail Addresses and Online Aliases: You are not allowed to use or register 3-Worx or any of 3-Worx' 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 3-Worx. Examples of the improper use of 3-Worx include, but are not limited to any form of 3-Worx showing up as the sender of an email or examples such as:

www.My3-WorxBiz.com

www.3-WorxDreamTeam.com

www.3-WorxAffiliates.com

www.3-WorxAffiliatesbyJohnJohnson.com

www.MakeMoneyWith3-Worx.net

www.Best3-WorxTeam.net

- N. 3-Worx Hotlinks:** When directing readers to your Registered External Website or replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader that the link will be resolving to the site of a 3-Worx Affiliate. Attempts to mislead web traffic into believing they are going to a 3-Worx corporate site, when in fact they land at an Affiliate site (replicated or registered external) will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at 3-Worx' sole discretion.
- O. Monetizing External Websites:** Affiliates may not monetize their Replicated Website or their Registered External Website through affiliate programs, AdSense or similar programs.
- P. Online Classifieds:** You may not use online classifieds (including Craigslist) to list, sell or retail specific 3-Worx products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the 3-Worx business opportunity, provided 3-Worx-approved templates/images are used. These templates will identify you as an 3-Worx Affiliate. If a link or URL is provided, it must link to your Replicated Website or your Registered External Website.
- Q. Online Retailing:** Affiliates may not list or sell 3-Worx products on any online retail store or ecommerce site, nor may you enlist or knowingly allow a third party to sell 3-Worx products on any online retail store or ecommerce site.
- R. Banner Advertising:** You may place banner advertisements on a website provided you use 3-Worx Affiliate approved templates and images. All banner advertisements must link to your Replicated Website or a Registered External Website. Affiliates may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with 3-Worx products or the 3-Worx opportunity.
- S. Spam Linking:** Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative and relevant.
- T. Digital Media Submission (YouTube, iTunes, Instagram, Facebook, etc):** Affiliates may upload, submit or publish 3-Worx-related video, audio or photo content that they develop and create so long as it aligns with 3-Worx values, contributes to the 3-Worx community greater good and is in compliance with 3-Worx' Policies and Procedures. All submissions must clearly identify you as a 3-Worx Affiliate 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. Affiliates may not upload, submit or publish any content (video, audio, presentations or any computer files) received from 3-Worx or captured at official 3-Worx events or in buildings owned or operated by 3-Worx without prior written permission.

- U. Sponsored Links:** Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either the sponsoring Affiliate's Replicated Website or to the sponsoring Affiliate's Registered External Website. The display URL must also be to either the sponsoring Affiliate's Replicated Website or to your Registered External Website and must not portray any URL that could lead the user to believe they are being directed to a 3-Worx Corporate site or be inappropriate or misleading in any way.

- V. Domain Names and E-Mail Addresses:** Except as set forth in the Affiliate Website Application and Agreement, Affiliates may not use or attempt to register any of 3-Worx' trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address. If you do register any portion of the 3-Worx branding to a social media account, the company will require you to release the site/username to the company or delete the account altogether.

- W. Social Media:** In addition to meeting all other requirements specified in these Policies and Procedures, should an Affiliate utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, SnapChat etc., the Affiliate agrees to each of the following:
 - a. No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the Affiliate's 3-Worx Replicated Website.
 - b. It is each Affiliate's responsibility to follow the social media site's terms of use.
 - c. 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.
 - d. Any social media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote 3-Worx' products or the 3-Worx opportunity may not link to any website, social media site, or site of any other nature, other than the Affiliate's 3-Worx replicated website.
 - e. During the term of this Agreement and for a period of 12 calendar months thereafter, an Affiliate may not use any social media site on which they discuss or promote, or have discussed or promoted, the 3-Worx business or 3-Worx' products to directly or indirectly solicit 3-Worx for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Affiliate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Affiliates relating to the Affiliate's other direct selling business activities. Violation of this provision shall constitute a violation of the no solicitation provision in Section 4J below.
 - f. If an Affiliate creates a business profile page on any social media site that promotes or relates to 3-Worx, its products, or opportunity, the business profile page must relate exclusively to the Affiliate's 3-Worx business and 3-Worx products. If the Affiliate's 3-Worx business is cancelled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

SECTION 4: Operation of 3-Worx Business

Business Entities: A corporation, limited liability company, partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be a 3-Worx Affiliate by submitting an Affiliate Application and Agreement along with a properly completed Business Entity Application and Agreement and 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 interest in, or management responsibilities for, the Business Entity (collectively “Affiliated Parties”) are individually, jointly and severally liable for any indebtedness to 3-Worx, compliance with the 3-Worx Policies and Procedures, the 3-Worx Affiliate Agreement, and other obligations to 3-Worx.

To prevent the circumvention of Sections 4S (regarding transfers and assignments of a 3-Worx business) and 4A, (regarding Sponsorship Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or 3-Worx, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify 3-Worx in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4S. In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other 3-Worx business for four (4) consecutive calendar months in accordance with Section 4Ac. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4S.

The modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in Section 4A, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Affiliate Application and Agreement. 3-Worx may, at its discretion, require notarized documents before implementing any changes to a 3-Worx business. Please allow thirty (30) days after the receipt of the request by 3-Worx for processing.

- A. Changes to Enroller:** 3-Worx prohibits changes in enrollership. Accordingly, the transfer of a 3-Worx business from one enroller to another is rarely permitted. Requests for change of enrollership must be submitted in writing using the Enroller Change Request Form to corporate and must include the reason for the transfer. Transfers will only be considered in the following three circumstances:
- a. **Misplacements** - In cases in which the new Affiliate is enrolled by someone other than the individual he or she was led to believe would be his or her Enroller, an Affiliate may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within fourteen (14) days from the date of enrollment. The Affiliate requesting the change has the burden of proving that he or she was placed beneath the wrong enroller. It is up to 3-Worx’ discretion whether the requested change will be implemented.

- b. Upline Approval** - The Affiliate seeking to transfer submits a properly completed and fully executed Enroller Change Form which includes the written approval of his or her immediate three (3) upline Affiliates in his or her Marketing Organization. Photocopied or facsimile signatures are not acceptable. All Affiliate signatures must be notarized. The Affiliate who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring Affiliate also wants to move any of the Affiliates in his or her marketing organization, each downline Affiliate must also obtain a properly completed Sponsorship Transfer Form and return it to 3-Worx with the \$50.00 change fee (i.e., the transferring Affiliate and each Affiliate in his or her marketing organization multiplied by \$50.00 is the cost to move a 3-Worx business.) Downline Affiliates will not be moved with the transferring Affiliate unless all of the requirements of this paragraph are met. Transferring Affiliates must allow thirty (30) days after the receipt of the Enroller Change Forms by 3-Worx for processing and verifying change requests. 3-Worx will consider waiving the ninety (90) day waiting period under exceptional circumstances only. Such requests for waiver must be submitted to 3-Worx in writing.
- c. Canceling and Re-Application:** An Affiliate may legitimately change organizations by voluntarily canceling his or her 3-Worx business and remaining inactive (i.e., no purchases of 3-Worx product, no sales of 3-Worx products, no sponsoring, no attendance at any 3-Worx functions, participation in any other form of Affiliate activity, or operation of any other 3-Worx business, no income from the 3-Worx business) for four (4) full calendar months. Following the four-month period of inactivity, the former Affiliate may re-apply under a new enroller, however, the former Affiliate's downline will remain in their original line of enrollership.
- d. Misleading Basis for Enroller Change:** If an Affiliate counsels a newly enrolled member to execute their right to rescind/cancel and re-enrolls that member under their organization, they will have violated our policies and are subject to disciplinary actions. To understand this fully, we must define "newly enrolled member". A newly enrolled member is an individual who has purchased and paid for a 3-Worx subscription. If a member enters their information into our order form but does not "pay" for a subscription, then they are not enrolled. This distinction is important as a person who has entered their information but has not purchased a subscription can be enrolled by another Affiliate at any time.

The spirit in which we conduct business is important and not every scenario can be effectively covered by policies. However, we find that reasonable ethics and guidelines should be deployed at all times.

Let's take a closer look at this example:

- If Affiliate A enrolls a new paying member and Affiliate B counsels that member to cancel and re-enroll with them, then Affiliate B is in violation.
- If Affiliate A has a new member that has entered their information but has not purchased a product/subscription and Affiliate B convinces that member to enroll, pay for their product and work with them, then Affiliate B is compliant.

- If Affiliate A puts many members into the system without ordering/paying for a product, then Affiliate A could be found in violation of policy.
- If Affiliate A enrolls a new paying member and the member does not feel comfortable with their enroller and finds an enroller they would prefer to work with and that member makes it known to the Company that they do not want to work with Affiliate A, then that member may request a change of enroller. This change must be made within the first fourteen (14) days and the member must clearly state the reasons they do not want to work with Affiliate A. If the reasons are stated and they are in violation of policy, then Affiliate A may also face disciplinary action.
- If Affiliate A enrolls a new paying member and then Affiliate B disparages Affiliate A to the new member, convincing the new member to request a change of enrollership and Affiliate B is misrepresenting and making false claims against Affiliate A, then Affiliate B is in violation and may face disciplinary actions.

As you can see there are many scenarios that can apply to this one policy. We rely on the leaders to manage and monitor downline activities and use our policies as a guide to handle any issues that arise.

Submitting these issues to 3-Worx should be viewed as a last resort when field leadership has been unable to resolve the situation. If the issue must be submitted to the company, then it should be fully documented with all necessary details and submitted through a support ticket or emailed to help@3-Worx.com.

- B. Waiver of Claims:** In cases in which the appropriate enrollership change procedures have not been followed, and a downline organization has been developed in the second business developed by an Affiliate, 3-Worx 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,

AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST 3-WORX, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM 3-WORX'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF ENROLLERSHIP.

- C. Indemnification:** An Affiliate is fully responsible for all of his or her verbal and written statements made regarding 3-Worx products, services, and the Bonus Plan that are not expressly contained in official 3-Worx 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. Affiliates agree to indemnify 3-Worx and 3-Worx' directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by 3-Worx as a result

of the Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Affiliate Agreement.

- D. Bonus Plan Claims:** When presenting or discussing the 3-Worx Bonus Plan, you must make it clear to prospects that financial success with 3-Worx 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:

- a. It's a turnkey system;
- b. The system will do the work for you;
- c. Just get in and your downline will build through spillover;
- d. Just join and I'll build your downline for you;
- e. The company does all the work for you;
- f. You don't have to sell anything; or
- g. All you have to do is pay your subscription every month.

The above are just a few examples of improper representations about the Bonus 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 3-Worx Affiliate without commitment, effort, and sales skill.

- E. Income Claims:** Because 3-Worx Affiliates do not have the data necessary to comply with the legal requirements for making income claims, an Affiliate, when presenting or discussing the 3-Worx opportunity or Bonus Plan to a prospective Affiliate, may not make income projections, income claims, or disclose his or her 3-Worx income (including, but not limited to, the showing of checks, copies of checks, bank statements, email notices, electronic records, income system messages or tax records).
- F. Trade Shows, Expositions and Other Sales Forums:** Affiliates may display and/or sell 3-Worx products/subscriptions at trade shows and professional expositions. Before submitting a deposit to the event promoter, Affiliates must contact 3-Worx in writing for conditional approval, as 3-Worx' policy is to authorize only one 3-Worx business per event. Final approval will be granted to the first Affiliate who submits an official advertisement of the event, a copy of the contract signed by both the Affiliate 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 3-Worx in writing. 3-Worx 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 3-Worx 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 3-Worx wishes to portray.
- G. Conflicts of Interest:** 3-Worx Affiliates are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing") with the main exception of network marketing companies that sell similar products and services to 3-Worx. However, during the term of this Agreement, Affiliates may not

directly or indirectly recruit other 3-Worx Affiliates or Customers for any other network marketing business.

Following the cancellation of an Affiliate's Agreement, and for a period of six (6) calendar months thereafter, with the exception of an Affiliate who is personally sponsored by the former Affiliate, a former Affiliate may not recruit any 3-Worx Affiliate or Customer for another network marketing business. Affiliates and the Company 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, Affiliates and 3-Worx agree that this non-solicitation provision shall apply nationwide and to all International markets in which Affiliates are located. This provision shall survive the termination or expiration of the Affiliate Agreement.

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 3-Worx Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

H. Affiliate Participation in Other Network Marketing Programs: 3-Worx Affiliates may participate in other non-competing network marketing programs as long as all of the following guidelines and policies are honored. If an Affiliate is engaged in other non-3-Worx direct selling programs, it is the responsibility of the Affiliate to ensure that his or her 3-Worx Affiliate business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- a. Affiliates MAY NOT participate as a distributor in any network marketing program that sells and distributes similar products/subscriptions to 3-Worx. This includes financial education, debt education, debt elimination, mobile gaming apps, or any services that are offered by 3-Worx. An Affiliate is allowed to be a consumer of these products but not an independent distributor. All current Affiliates must ensure they are in compliance with this policy or they will forfeit their Affiliate status with 3-Worx.
- b. Affiliates must not sell, or attempt to sell, any competing non-3-Worx programs, products or services to 3-Worx Customers or Affiliates. Any program, product or services in the same generic categories as 3-Worx products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.
- c. Affiliates shall not display 3-Worx promotional material, sales aids, products or services with or in the same location as, any non-3-Worx promotional material or sales aids, products or services.
- d. Affiliates shall not offer the 3-Worx opportunity, products or services to prospective or existing Customers or Affiliates in conjunction with any non-3-Worx program, opportunity, product or services.
- e. Affiliates may not offer any non-3-Worx opportunity, products, or services at any 3-Worx-related meeting, seminar, convention, webinar, teleconference, or other functions.

- I. Confidential Information:** This includes, but is not limited to, Downline Genealogy Reports, the identities of 3-Worx Customers and Affiliates, contact information of 3-Worx Customers and 3-Worx' Affiliates personal and group sales volumes, and Affiliate rank and/or achievement levels. Confidential Information is, or may be available, to Affiliates in their respective back-offices. Affiliate access to such Confidential Information is password protected and is confidential and constitutes proprietary information and business trade secrets belonging to 3-Worx. Such Confidential Information is provided to Affiliates in strictest confidence and is made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective downline organizations in the development of their 3-Worx business. Affiliates may not use the reports for any purpose other than for developing their 3-Worx business. Where an Affiliate participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Affiliates should use the Confidential Information to assist, motivate, and train their downline Affiliates. The Affiliate and 3-Worx agree that, but for this agreement of confidentiality and non-disclosure, 3-Worx would not provide Confidential Information to the Affiliate.

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

- a. Directly or indirectly disclose any Confidential Information to any third party;
- b. Directly or indirectly disclose the password or other access code to his or her back-office;
- c. Use any Confidential Information to compete with 3-Worx or for any purpose other than promoting his or her 3-Worx business;
- d. Recruit or solicit any Affiliate or Customer of 3-Worx listed on any report or in the Affiliate's back-office, or in any manner attempt to influence or induce any Affiliate or Customer of 3-Worx, to alter their business relationship with 3-Worx; or
- e. Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

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 Affiliate's Agreement has been terminated, or whether the Affiliate is or is not otherwise affiliated with the Company.

- J. Targeting Other Direct Sellers:** 3-Worx does not condone Affiliates specifically or consciously targeting the sales force of another direct sales company to sell 3-Worx products/services or to become Affiliates for 3-Worx, nor does 3-Worx condone Affiliates solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Affiliates 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 an Affiliate alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, 3-Worx will not pay any of the Affiliate's defense costs or legal fees, nor will 3-Worx indemnify the Affiliate for any judgment, award, or settlement.

- K. Errors or Questions:** If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Affiliate must notify 3-Worx in writing within thirty (30) days of the date of the purported error or incident in question. 3-Worx will not be responsible for any errors, omissions or problems not reported to the Company within thirty (30) days.
- L. Income Taxes:** Each Affiliate is responsible for paying local, state, and federal taxes on any income generated as a 3-Worx Affiliate. Unfortunately, we cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If an Affiliate's 3-Worx business is tax exempt, the Federal Tax Identification Number must be provided to 3-Worx. Every year, 3-Worx 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.

If 3-Worx provides a 1099 that is in error due to incorrect information provided by the distributor which requires a corrected 1099, then the distributor will pay a \$50 charge for the corrected 1099. 1099's will be delivered to distributors by January 31st.

- M. Contractor Status:** Affiliates are independent contractors. The agreement between 3-Worx and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. Affiliates shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (expressed or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies and Procedures, and applicable laws.
- N. 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.
- O. International Marketing:** Affiliates are authorized to sell 3-Worx products and services, and enroll Customers or Affiliates only in the countries in which 3-Worx is authorized to conduct business, as announced in official Company literature. 3-Worx products or sales aids may not be shipped into or sold in any foreign country unless a country is officially designated as open by 3-Worx. Affiliates may sell, give, transfer, or distribute 3-Worx products or sales aids only in their home country or a 3-Worx authorized country. In addition, no Affiliate may, in any unauthorized country:
- a. conduct sales, enrollment or training meetings;
 - b. enroll or attempt to enroll potential Customers or Affiliates; or
 - c. conduct any other activity for the purpose of selling 3-Worx products/services, establishing a marketing organization, or promoting the 3-Worx opportunity.

- P. Bonus Buying:** This 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 or services through a straw man or other artifice.
- Q. Adherence to Laws and Ordinances:** Affiliates shall comply with all federal, state, and local laws and regulations 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 Affiliates because of the nature of their business. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him or her, the Affiliate shall be polite and cooperative, and immediately send a copy of the ordinance to 3-Worx.
- R. Multiple Businesses:** An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one 3-Worx business. No individual may have, operate or receive compensation from more than one (1) 3-Worx business. Individuals of the same Household may not enter in to or have an interest in more than two (2) 3-Worx 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 3-Worx Bonus Plan, husbands and wives or common-law couples (collectively “spouses”) who wish to become 3-Worx Affiliates must be jointly sponsored as one (1) 3-Worx business. Spouses, regardless of whether one or both are signatories to the Affiliate Application and Agreement, may not own or operate any other 3-Worx 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 3-Worx business in any form.

An exception to the one (1) business per Affiliate/household rule will be considered on a case by case basis if two (2) Affiliates marry or in cases of an Affiliate receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to 3-Worx.

- S. Transfer of 3-Worx Business:** Although a 3-Worx business is a privately owned and independently operated business, the sale, transfer or assignment of a 3-Worx business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a 3-Worx business, is subject to certain limitations. If an Affiliate wishes to sell his or her 3-Worx business, or interest in a Business Entity that owns or operates a 3-Worx business, the following criteria must be met:
- a. The selling Affiliate must offer 3-Worx the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer.
 - b. 3-Worx shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
 - c. The buyer or transferee must become a qualified 3-Worx Affiliate. If the buyer is an active 3-Worx Affiliate, he or she must first terminate his or her 3-Worx

business and wait four (4) calendar months before acquiring any interest in a different 3-Worx business;

- d. Before the sale, transfer or assignment can be finalized and approved by 3-Worx, any debt obligations the selling party has with 3-Worx must be satisfied.
- e. The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a 3-Worx business.

Prior to selling a 3-Worx Affiliate business or Business Entity interest, the selling Affiliate must notify 3-Worx in writing and advise of his or her intent to sell his or her 3-Worx business or Business Entity interest. The selling Affiliate must also receive written approval from 3-Worx before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a 3-Worx business.

T. Separation of a 3-Worx Business: 3-Worx Affiliates sometimes operate their 3-Worx businesses as husband/wife partnerships, regular partnerships, LLC's, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, 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:

- a. One of the parties may, with consent of the other(s), operate the 3-Worx business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize 3-Worx to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- b. The parties may continue to operate the 3-Worx business jointly on a "business-as-usual" basis, whereupon all compensation paid by 3-Worx 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 3-Worx split commission and bonus checks between divorcing spouses or members of dissolving entities. 3-Worx will recognize only one Downline Organization and will issue only one commission check per 3-Worx 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 3-Worx business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting four (4) 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 four (4) calendar months from the date of the final dissolution before re-enrolling as an Affiliate. In either case, the former spouse or business affiliate shall have no

rights to any Affiliates in their former organization or to any former customer. They must develop the new business in the same manner as would any other new Affiliate.

U. Enrolling Online: When enrolling a new Affiliate through the online enrollment process, the sponsor/enroller may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreements, 3-Worx' Policies and Procedures, and the 3-Worx Bonus Plan. The sponsor/enroller may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant. ***DIFFERENT SECTION??

V. Succession: Upon the death or incapacitation of an Affiliate, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Affiliate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever 3-Worx business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Affiliate's marketing organization provided the following qualifications are met.

The successor(s) must:

- a. Execute an Affiliate Agreement;
- b. Comply with terms and provisions of the Agreement;
- c. Meet all of the qualifications for the deceased Affiliate's status;
- d. The successor(s) must provide 3-Worx with an "address of record" to which all bonus and commission checks will be sent;
- e. If the business is bequeathed to joint successors, they must form a business entity and acquire a Federal Taxpayer Identification Number. 3-Worx will issue all bonus and commission checks and one 1099 to the business entity.

To apply a testamentary transfer of a 3-Worx business, the executor of the estate must provide the following to 3-Worx:

- a. An original death certificate;
- b. Certified letters testamentary or a letter of administration appointing an executor;
- c. Written instructions from the authorized executor to 3-Worx specifying to whom the business and income should be transferred.

To effectively apply a transfer of a 3-Worx business because of incapacity, the successor must provide the following to 3-Worx:

- a. a notarized copy of an appointment as trustee;
- b. a notarized copy of the trust document or other documentation establishing the trustee's right to administer the 3-Worx business
- c. a completed Affiliate Agreement executed by the trustee.

W. Telemarketing: 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 3-Worx does not consider Affiliates 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, Affiliates must not engage in telemarketing in the operation of their 3-Worx businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a 3-Worx product or service, or to recruit them for the 3-Worx opportunity. “Cold calls” made to prospective Customers or Affiliates that promote either 3-Worx’ products or services or the 3-Worx opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Customer or Affiliate (a “prospect”) is permissible under the following situations:

- a. If the Affiliate has an established business relationship with the prospect. An “established business relationship” is a relationship between an Affiliate and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service;
- b. The prospect’s personal inquiry or application regarding a product or service offered by the Affiliate, within the three (3) months immediately preceding the date of such a call;
- c. If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call;
- d. 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 (3) 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;
- e. Affiliates 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 3-Worx products, services or opportunity.

X. Back-Office Access: 3-Worx makes online back-offices available to its Affiliates. Back-offices provide Affiliates access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Affiliate’s 3-Worx business and to increase sales of 3-Worx products/services. However, access to a back-office is a privilege, and not a right. 3-Worx reserves the right to deny Affiliates’ access to the back-office at its sole discretion.

SECTION 5: Responsibilities of Affiliates

- A. Change of Address, Phone Number, and E-Mail Address:** To ensure timely delivery of support materials, compensation, and tax documents, it is important that the 3-Worx' files are current. Street addresses are required for shipping since UPS cannot deliver to a post office box. Affiliates planning to change their e-mail address or move must send their new address and telephone numbers to 3-Worx' Corporate Office to the attention of the Customer Service Department. To guarantee proper delivery, two (2) weeks notice must be provided to 3-Worx on all changes. Affiliate's whose contact information changes, must amend their contact information through their Affiliate back-office.
- B. Training:** Any Affiliate who enrolls or sponsors another Affiliate into 3-Worx must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her 3-Worx business. Affiliates must have ongoing contact and communication with the Affiliates in their Downline Organizations.

Examples of such contact and communication may include, but are not limited to:

- newsletters
- written correspondence
- personal meetings
- telephone contact
- voice mail
- texting
- electronic mail (E-Mail)
- accompaniment of downline Affiliates to 3-Worx meetings, training sessions, and other functions.

Upline Affiliates are also responsible to motivate and train new Affiliates in:

- 3-Worx product knowledge
- effective sales techniques
- 3-Worx Bonus Plan
- compliance with Company Policies and Procedures and applicable laws

Communication with and the training of Downline Affiliates must not, however, violate Sections 3A and/or 3B (regarding the development of Affiliate-produced sales aids and promotional materials.) Affiliates should monitor the Affiliates in their Downline Organizations to guard against downline Affiliates making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

- C. Increased Training:** As Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the 3-Worx program. They will be called upon to share this knowledge with lesser experienced Affiliates within their organization.
- D. Ongoing Sales Responsibilities:** Regardless of their level of achievement, Affiliates have an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers.

- E. Non-Disparagement:** 3-Worx wants to provide its Affiliates with the best products, Bonus 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 Service Department. (help@3-Worx.com) Remember, to best serve you, we must hear from you!

While 3-Worx welcomes constructive input, negative comments and remarks made in the field by Affiliates about the Company, its products, or Bonus Plan serve no purpose other than to sour the enthusiasm of other 3-Worx Affiliates. For this reason, and to set the proper example for their downline, Affiliates must not disparage, demean, or make negative remarks about 3-Worx, other 3-Worx Affiliates, 3-Worx' products, the Bonus Plan, or 3-Worx' directors, officers, or employees.

- F. Providing Documentation:** Affiliates must provide the most current version of the Policies and Procedures, Privacy Policy, Member Terms and Conditions, and the Bonus Plan to individuals whom they are sponsoring to become Affiliates before the applicant completes an online Affiliate Agreement or ensure that they have online access to these materials within five (5) days of their enrollment.

SECTION 6: Sales Requirements

- A. Product Sales:** The 3-Worx Bonus Plan is based on the sale of 3-Worx products and services to end consumers. Affiliates must fulfill personal and Downline Organization 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 set forth in the Bonus Plan.
- B. Executing A Sale:** All subscription sales are executed through the Affiliate's replicated website or the Company's public website. All product payments are made by the purchasing member directly to the Company via the order process on the replicated website or the Company public website. At times, paper order forms may be necessary, but these forms must have all proper disclosures and then execute online with the paying member accepting all agreements electronically within five (5) days of enrollment. In no instance shall a new customer pay an Affiliate directly for 3-Worx subscriptions. If an Affiliate is found to be accepting payment for sales of 3-Worx's products and services, then both company disciplinary and potentially criminal actions may be taken against that Affiliate.

SECTION 7: Bonuses and Commissions

An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement, 3-Worx shall pay commissions to such Affiliate in accordance with the Bonus Plan. The minimum amount for which 3-

Worx will issue a commission payment is Fifty (\$50.00). Notwithstanding the foregoing, all commissions owed an Affiliate, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of an Affiliate's business.

- A. Adjustments to Bonuses:** Affiliates receive bonuses, commissions, or overrides based on the actual sales of products and services to end user consumers. When a service is canceled, or a product is returned to 3-Worx for a refund, any of the following may occur at the Company's discretion:

 - a. the bonuses, commissions, or overrides attributable to the returned product(s) or canceled service will be deducted from payments to the Affiliate and Upline Affiliates who received bonuses, commissions, or overrides on the sales of the refunded product(s) or canceled service, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered;
 - b. the Affiliate or Upline Affiliates who earned bonuses, commissions, or overrides based on the sale of the returned product(s) or canceled service will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or
 - c. the bonuses, commissions, or overrides attributable to the returned product(s) or canceled service may be deducted from any refunds or credits to the Affiliate who received the bonuses, commissions, or overrides on the sales of the refunded product(s) or canceled service.

- B. Hard Copy Commission Checks:** The Company pays commissions via direct deposit into Affiliates' bank accounts. An Affiliate may request a hardcopy check however there will be a \$12.00 processing fee to issue a hardcopy check. If a check is lost, a replacement check will cost \$35.00 due to banking and administrative fees.

- C. Tax Withholdings:** If an Affiliate fails to submit a W-9 or any other required tax form, 3-Worx will deduct the necessary withholdings from the Affiliate's commission checks as required by law.

- D. Maximum Payout Rule:** 3-Worx commits to paying up to a maximum of 70% of revenue from all Sales Volume generated by our subscribers back to the field. To ensure the long-term viability of 3-Worx and to protect future opportunities for our Affiliates, the Company must limit the amount of total commission payout to this percentage. If the total payout is above the 70% cap, an adjustment to the Bonus Plan payout will be made to bring the payout in line with the 70% cap rule.

- E. Reports:** All information provided by 3-Worx 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 3-Worx or any person(s) 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, 3-WORX AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY AFFILIATE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION. INCLUDING BUT NOT LIMITED TO: LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION. EVEN IF 3-WORX 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, 3-WORX 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.

AS FOR ACCESS TO AND USE OF 3-WORX' ONLINE SERVICES, 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 3-WORX' ONLINE SERVICES AND YOUR PERSONAL RELIANCE UPON THE INFORMATION.

SECTION 8: Product Guarantees, Repurchase and Rescission

Federal and State law requires that Affiliates notify their Customers that they have three (3) business days (Five (5) business days for Alaska residents and fifteen (15) business days for Montana residents. Saturday is a business day, Sundays and legal holidays are not business days) within which to cancel their purchase and receive a full refund. Affiliates **MUST** verbally inform their Customers of this right and they **MUST** refer the Customer to the original invoice provided at time of order along with the notice of right to cancel that the Customer agreed to at time of purchase.

- A. Product Guarantee:** 3-Worx, through its Affiliates, offers a 100% ten (10) day money-back satisfaction guarantee to all Customers and Affiliates. The Customer/Affiliate must submit

their cancellation and refund request in writing to help@3-Worx.com within ten (10) days of their product purchase date.

Every Affiliate is bound to honor the product guarantee. It should be noted that the 3-Worx product guarantee is more generous than the State/Federal right to rescind stated in Section 8. In all matters, the ten (10) day product guarantee should be quoted to new Customers/Affiliates with the only exception being Montana residents who have fifteen (15) days.

- B. Montana Residents:** A Montana resident may cancel his or her Affiliate Agreement within fifteen (15) days from the date of enrollment, for a full refund within such time period.
- C. Refund Policy after ten (10) days:** If the Customer/Affiliate cancels after ten (10) days, they **will not** receive a refund (partial or otherwise). We will cancel their subscription and they will no longer be billed. Access to the Affiliate site will be in place until their subscription billing period ends.
- D. Chargebacks:** The Customer/Affiliate is provided with the ten (10) day money back guarantee. Cancellation during this period simply requires the Customer/Affiliate to email 3-Worx: help@3-Worx.com requesting their cancellation and refund. Since our subscription program is delivered 100% through electronic methods, there is no foundation for a chargeback by a Customer/Affiliate.
 - a. Chargeback:** A chargeback is when a consumer contacts their credit card company and informs them of an invalid or unauthorized charge against their card.

We do not tolerate credit card fraud, and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction to the fullest extent of the law. In addition, we will pursue civil legal action in your local jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.

We employ advanced risk modelling to detect fraudulent transaction clues across our Services. Fraudulent transactions are immediately cancelled after being detected. Any active Orders associated with the same fraudulent credit card will also be cancelled immediately.

We also actively leverage external, cross-industry resources --such as worldwide fraud blacklists --to prevent fraudulent users from accessing our service in the first place.

We consider credit card charge backs to be fraudulent if you make no reasonable effort to work with us to resolve any problems with your subscription. All frivolous chargebacks not only cost our employees time away from our usual and customary matters of conducting normal business, but also cost us money, therefore:

When we detect questionable activity related to a subscription purchase that is being made, we will mark the purchase with a “customer review in progress” status and perform fraud detection procedures on the purchase to reduce our exposure to risk; during this time, you will not be able to access your Account.

In general, we complete reviews within four (4) to six (6) hours; certain purchases posing a higher potential risk may require more time, however, as our Compliance Department performs even more extensive fraud detection checks. We may also contact you directly as a backup precaution. If we determine that a purchase is high-risk or doesn't comply with our Compliance and risk Policies, the purchase will immediately be cancelled and the funds will immediately be refunded to the credit card from which the purchase was initially made. Furthermore, in such instances, we reserve the right, at our sole discretion, to close any and all of your Account(s) with us immediately. Any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately. In addition, we will attempt to recover fraudulently disputed charges plus additional costs via a third-party collection agency and your account will be reported to all credit bureaus as a delinquent collection account. In the event that a chargeback is placed or threatened on a purchase, we also reserve the right to report the incident for inclusion in chargeback abuser database(s) of our choosing and in our sole discretion. The information reported will include name, email address, order date, order amount, IP address, full address, and phone number. Being listed on such databases may make it more difficult for you to use (any of) your credit card(s) on future purchases with us or other merchants.

SECTION 9: Dispute Resolution and Disciplinary Proceedings

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Affiliate's 3-Worx business), may result, at 3-Worx' discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Affiliate to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- 3-Worx may withhold from an Affiliate all or part of the Affiliate's bonuses and commissions during the period that 3-Worx is investigating any conduct allegedly violating the Agreement;
- If an Affiliate's business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Affiliate Agreement for one or more pay periods;
- Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of an Affiliate (which may subsequently be re-earned by the Affiliate);
- Transfer or removal of some or all of an Affiliate's Downline (Affiliates from the offending Affiliate's downline organization);
- Involuntary termination of the offender's Affiliate Agreement;
- Suspension and/or termination of the offending Affiliate's 3-Worx website or website access;

Any other measure expressly allowed within any provision of the Agreement or which 3-Worx deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's policy violation or contractual breach.

In situations deemed appropriate by 3-Worx, the Company may institute legal proceedings for monetary and/or equitable relief. In criminal matters, 3-Worx will assist Federal and State authorities in prosecution to the fullest extent of the law.

- A. Grievances and Complaints:** When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective 3-Worx businesses, the complaining Affiliate 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 involves interpretation or violation of Company policy, it must be reported in writing to 3-Worx Customer Service Department (help@3-Worx.com). The Customer Service Department will review the facts and attempt to resolve it.
- B. 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 sixty (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 ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the City of Salt Lake City, Utah, and shall last no more than two (2) business days.
- C. 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. The Streamlined Arbitration Rules & Procedures are available on the JAMS website at www.jamsadr.com.

Copies of AAA's Commercial Arbitration Rules and Mediation Procedures or JAM's Streamlined Arbitration Rules & Procedures will also be emailed to Affiliates upon request to 3-Worx' Customer Service Department (help@3-Worx.com).

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

- a.** The Federal Rules of Evidence shall apply in all cases;

- b. The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- c. The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- d. The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days;
- e. The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

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 (5) 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 cancelation 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:

- a. The substance of, or basis for, the controversy, dispute, or claim;
- b. The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- c. The terms or amount of any arbitration award;
- d. 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.

- D. Governing Law, Jurisdiction, and Venue:** Jurisdiction and Venue of any matter not subject to arbitration shall reside exclusively in Salt Lake County, State of Utah. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement.
- E. Louisiana Residents:** Notwithstanding the foregoing, and the arbitration provision in Section 8.C, residents of the State of Louisiana shall be entitled to bring an action against 3-Worx in their home forum and pursuant to Louisiana law.

SECTION 10: Payments

- A. Third Party Use of Credit Cards & Checking Account Access:** Affiliates shall not permit other Affiliates or Customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company. **3-Worx will only make payments to accounts that are registered to the Affiliate in the name of the Affiliate.**
- B. Sales Tax:** 3-Worx is required to charge sales taxes on all purchases made by Affiliates and Customers, and remit the taxes charged to the respective states. Accordingly, 3-Worx will collect and remit sales taxes on behalf of Affiliates, based on the suggested retail price of the products/subscriptions, according to applicable tax rates in the State or province to which the shipment is destined. If an Affiliate has submitted, and 3-Worx 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 Affiliate. 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 3-Worx is not retroactive.

SECTION 11: Inactivity and Cancellation

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, 3-Worx shall pay commissions to such Affiliate in accordance with the Bonus Plan. An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating sales and all activities related to generating sales (including building a Downline Organization). Following an Affiliate's non-renewal of his or her Affiliate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Affiliate Agreement (all of these methods are collectively referred to as "cancellation"), the former Affiliate shall have no right, title, claim or interest to the Downline Organization which he or she operated, or any commission or bonus from the sales generated by the Downline Organization.

An Affiliate whose business is canceled will lose all rights as an Affiliate. This includes the right to sell 3-Worx products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Affiliate's former Downline Organization. In the event of cancellation, Affiliates agree to waive all rights they may have, including but not limited to: property rights, to their former Downline Organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Downline Organization.

Following an Affiliate's cancellation of his or her Affiliate Agreement, the former Affiliate shall not hold himself or herself out as a 3-Worx Affiliate and shall not have the right to sell 3-Worx products or services. An Affiliate whose business is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary termination).

A. Involuntary Cancellation: An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by 3-Worx in its sole discretion, may result in any of the sanctions listed in Section 8, including the involuntary cancellation of his or her Affiliate Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered via an express courier, to the Affiliate's last known address, email address, or fax number, or to his/her attorney, or when the Affiliate receives actual notice of cancellation, whichever occurs first.

3-Worx reserves the right to terminate all Affiliate Agreements upon thirty (30) days written notice in the event that it elects to:

- a. cease business operations;
- b. dissolve as a corporate entity; or
- c. terminate distribution of its products via direct selling.

B. Voluntary Cancellation: As a Customer/Affiliate you have the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or email to help@3-Worx.com. The written notice must include the Customer/Affiliate's signature, printed name, address, and I.D. Number. A phone call to support is not sufficient to cancel a membership, it must be in writing via hardcopy, via US mail delivery, or electronic transmission to the company. Voluntary cancellation will place your account in an inactive state for seven (7) days. After seven (7) days, the position will be removed from the placement and enrollment trees and all association with 3-Worx. If the Affiliate wishes to re-enroll, they must wait four (4) months to enroll with a different enroller. Should they wish to re-enroll with their original enroller after the initial seven (7) days of inactivity, they may do so at any time but will not be able to regain their position and organization within 3-Worx.

C. Non-Renewal: An Affiliate may also voluntarily cancel his or her Affiliate Agreement by failing to renew the Agreement on its anniversary date or by failing to pay his/her annual renewal fee. The Company may also elect not to renew an Affiliate's Agreement upon its anniversary date.

SECTION 12: Definitions

Active Customer: A Customer who purchases 3-Worx products and whose subscription has been paid for the current month.

Active Affiliate: An Affiliate who satisfies the minimum Personal Sales Volume requirements, as set forth in the 3-Worx Bonus Plan, to ensure that he or she is eligible to receive bonuses and commissions.

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

Agreement: The contract between the Company and each Affiliate includes the Affiliate Application and Agreement, the 3-Worx Policies and Procedures, the 3-Worx Bonus Plan, and the Business Entity Form

(where appropriate), all in their current form and as amended by 3-Worx in its sole discretion. These documents are collectively referred to as the “Agreement”.

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

Downline Organization: Each one of the individuals enrolled immediately underneath you and their respective marketing organizations represents one “leg” in your marketing organization.

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

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

Level: The layers of downline Customers and Affiliates in a particular Affiliate’s Marketing Organization. This term refers to the relationship of an Affiliate relative to a particular Upline Affiliate, determined by the number of Affiliates between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A’s fourth level.

Marketing Organization: Another term for “downline”.

Official 3-Worx Material: Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by 3-Worx to Affiliates.

Personal Production: Moving 3-Worx products or services to an end consumer for actual use.

Personal Volume: The commissionable value of services and products purchased by: (1) an Affiliate (2) all personally enrolled Customers.

Rank: The “title” that an Affiliate holds pursuant to the 3-Worx Bonus Plan. “Title Rank” refers to the highest rank an Affiliate has achieved in the 3-Worx Bonus Plan at any time. “Paid As” rank refers to the rank at which an Affiliate is qualified to earn commissions and bonuses during the current pay period.

Recruit: For purposes of 3-Worx’ Conflict of Interest Policy (Section 4G), 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 3-Worx Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Registered External Website: An Affiliates 3-Worx-approved personal website that is hosted on non-3-Worx servers and has no official affiliation with 3-Worx.

Replicated Website: A website provided by 3-Worx to Affiliates which utilizes website templates developed by 3-Worx.

Customer: An individual who purchases 3-Worx products from an Affiliate but who is not a participant in the 3-Worx Bonus Plan.

Member: Same as a Customer and is used interchangeably throughout this document.

Affiliate: A person or business entity that enrolls in 3-Worx and pays the annual fee. Affiliates have access to selected 3-Worx’ products and back office. They also participate in the Bonus Plan.

Sales: Sales of subscription to customers or Affiliates.

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, Instagram Snap Chat MySpace, Twitter, LinkedIn, Delicious, and YouTube.

Placement Tree: Tracks the Placement relationships within your organization.

Enrollment Tree: Tracks the Enrollment relationships within your organization.

Enroller: The Affiliate who signs you up as an 3-Worx Affiliate.

Sponsor: An Affiliate under whom an enroller places a new Affiliate, or Customer. The Sponsor and Enroller may be the same person or different people.

Upline: This term refers to the Affiliate or Affiliates above a particular Affiliate in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Affiliate to the Company.