



XPIRIENT

POLICIES AND PROCEDURES

Effective July 2019

I. INTRODUCTION

A. Mutual Commitment Statement

Travelight LLC (hereafter as “Xpirient” or simply the “Company”) recognizes that the relationship between the Company and its business owners (“Consultants”) is integral to long-term success and the service of retail Members (“Members”). To accomplish mutual goals and objectives, the Company and its Consultants must acknowledge and respect the true nature of the relationship between one another.

1. The Company hereby commits to providing you as a Consultant with:
 - a) Prompt, professional and courteous service and communications;
 - b) The highest level of a travel membership and amenities at fair and reasonable prices;
 - c) An exchange or refund in accordance with the Xpirient Refund Policy (described herein);
 - d) Successful and prompt delivery of services outlined;
 - e) Accurate and timely commission payments in accordance with the Compensation Plan;
 - f) The introduction of new offerings only after meticulous planning and input from you;
 - g) The support, protection and defense of the integrity of the Xpirient business; and
 - h) The opportunity to grow personally and professionally with Xpirient.
2. In return, Xpirient expects all Consultants to:

- a) Conduct themselves in a professional, honest, and considerate manner;
- b) Present Xpirient product and service information in an accurate and professional manner;
- c) Present the Compensation Plan in a complete and accurate manner;
- d) Refrain from making any exaggerated income claims;
- e) Make reasonable effort(s) to support and train Members and downline Consultants;
- f) Refrain from cross-line recruiting, unhealthy competition or unethical business practices;
- g) Accurately complete and submit the Consultant Agreement and any requested supporting documentation in a timely manner; and
- h) Above all else, support, protect, and defend the integrity of the Xpirient business;

B. Xpirient Policies and Compensation Plan Incorporated into the Consultant Agreement

Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Consultant Agreement, these Policies and Procedures, and the Xpirient Compensation Plan.

C. Purpose of Policies

1. Xpirient is a direct sales company that markets travel-related products and services through a network of business owners. To define the relationship that exists between you and the Company and to explicitly set a standard for acceptable business conduct, Xpirient has established these Policies and Procedures.
2. Consultants must comply with: (i) all of the terms and conditions set forth in the Consultant Agreement, which Xpirient may amend from time to time in its sole and absolute discretion; (ii) all federal, state, and/or local laws governing an Xpirient business; and (iii) these Policies and Procedures.
3. Xpirient Consultants must review the information in these Policies and Procedures carefully. Should you have any questions regarding a policy or rule, you should first seek an answer from your upline Sponsor. If further clarification is needed, you should contact the Xpirient Member Service Department.

D. Changes, Amendments, and Modifications

1. Because federal, state, and local laws (as well as the business environment) periodically change, Xpirient reserves the right to amend the Agreement and the prices of its product and service offerings in its sole and absolute discretion. Notification of amendments shall appear in Official Company Materials. Please note: This provision does NOT apply to the arbitration clause found in Section 12, which can only be modified via mutual consent.
2. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
 - a) Posting on the official Xpirient website;
 - b) Electronic mail (e-mail); or
 - c) In writing through Company issued newsletters or other applicable communication channels.
3. It is the responsibility of a Sponsoring Consultant to provide the most current version of these Policies and Procedures (available on the Xpirient website) and the Xpirient Compensation Plan to each applicant prior to any execution of a Consultant Agreement.

E. Delays

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

F. Effective Date

These Policies and Procedures shall become effective as of March 12, 2018 (“Effective Date”). Upon the Effective Date, these Policies and Procedures shall supersede any prior Xpirient policies and procedures.

II. BASIC PRINCIPLES

A. Becoming an Xpirient Consultant

1. To become a Consultant, you must meet and fulfill the following qualifications and requirements:

- a) Be of the age of majority (not a minor) in your state of residence;
- b) Reside or have a valid address in the United States;
- c) Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number, ITIN, etc.);
- d) Submit a properly completed and signed Consultant Agreement;
- e) Not be an Xpirient employee, the Spouse of an Xpirient employee, or related to an employee of Xpirient and living in the same household as such Xpirient employee.

B. Enrollment as a New Consultant

1. A potential new Consultant may self-enroll on a Sponsor's replicated website. In such event, instead of the submission of a physically signed Consultant Agreement, the Company will accept a Consultant's "electronic signature" as an alternative. The "electronic signature" signifies the new Consultant's acceptance of the terms and conditions of the Consultant Agreement. Please note that such electronic signature constitutes a legally binding agreement between you and the Company.
2. Even in lieu of the electronic signature, Xpirient reserves the right to require signed paperwork for any account, regardless of origin. If requested, the signed Consultant Agreement should be submitted to the Company within five (5) business days from the date of enrollment.
3. Signed documents, including, but not limited to, the Consultant Agreement, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Consultant's business.

C. Rights Granted

Xpirient hereby grants you the non-exclusive right, based upon the terms and conditions contained within the Consultant Agreement and these Policies and Procedures, to:

1. Purchase an Xpirient travel membership and other related amenities;
2. Promote and sell these Xpirient products and services; and

3. Sponsor Members and Consultants in the United States and in countries where Xpirient may become established after the Effective Date of these Policies and Procedures.

D. Identification Numbers

1. Each Consultant must provide their Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to Xpirient. The Company reserves the right to withhold commission payments from any Consultant who fails to provide such information or who provides false information.
2. Upon enrollment, the Company will provide a Consultant with an Xpirient Identification Number. This number will be used to place orders, structure organizations, and track commissions and bonuses.

E. Renewals and Expiration of the Consultant Agreement

1. If a Consultant allows his, her or its Consultant Agreement to expire, the Consultant will lose any and all rights to their downline organization unless re-activation occurs within sixty (60) days following expiration. If the former Consultant re-activates within this 60-day time limit, the Consultant will resume the rank and position held immediately prior to expiration. However, such Consultant's paid as level will not be restored unless he, she and/or it (an entity) qualifies at that payout level in the new month. The Consultant is not eligible to receive commissions for the time during which the Consultant's business was expired.
2. A Consultant who fails to renew during the 60-day grace period may not re-apply for an Xpirient business for the following three (3) months from the date of expiration.
3. The downline of the expired Consultant will roll up to the immediate, active upline Sponsor.

F. Business Entities

1. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity" or simply "it") may apply to be an Xpirient Consultant. This Consultant business and position will remain *temporary* until the submission of proper documents, including but not limited to: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. Xpirient must receive these documents within five (5) business days from the date of enrollment.

2. An Xpirient Consultant may change their status under the same Sponsor from an individual to a Business Entity.

G. Independent Business Relationship; Indemnification for Actions

1. As a Consultant, you understand you are an independent contractor, and not a purchaser of a franchise or business opportunity. As a result, your success depends entirely upon your own individual and independent efforts.
2. The Agreement between you and the Company does not create an employer/employee relationship, agency, partnership, or joint venture.
3. You will not be treated as an employee of Xpirient for any purposes, including, without limitation, for federal or state tax purposes. All Consultants are responsible for paying local, state and federal taxes due from all compensation earned as an Xpirient Consultant. Any other compensation received by a Consultant from Xpirient will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). You have no express or implied authority to bind Xpirient to any obligation or to make any commitments by or on behalf of Xpirient. Each Consultant, whether acting as management of a Business Entity or represented as an individual, shall establish his, her or its own goals, hours, and methods of operation and sale, so long as in compliance with the terms and conditions of the Consultant Agreement, these Policies and Procedures, and applicable state and federal laws.
4. You are fully responsible for all of your verbal and written communications made regarding Xpirient products, services, and the Compensation Plan that are not expressly contained within Official Company Materials. Consultants shall indemnify and hold harmless Xpirient, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by the Company as a result of the Consultant's unauthorized representations or actions. This Provision shall survive the termination of the Xpirient Consultant Agreement.

H. Errors or Questions

If you have any questions as a Consultant about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, you must notify the Company Compliance Department in writing within thirty (30) days of the date

of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed expressly waived by you.

III. RESPONSIBILITIES OF A CONSULTANT

A. Correct Addresses

1. It is the responsibility of a Member or Consultant to make sure Xpirient has the correct shipping address before the shipment of any order(s).
2. A Member or Consultant should allow up to thirty (30) days for processing after any notice of address change directed to the Company.

B. Training and Leadership

1. Any Consultant who sponsors another Consultant into Xpirient must perform an authentic assistance and training function to ensure his, her or its downline properly operates their respective Xpirient business. Sponsoring Consultants should have ongoing contact and communication with those in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voice-mail, e-mail, personal meetings, accompaniment of downline Consultants to Xpirient meetings, training sessions and any other related functions.
2. A Sponsoring Consultant should monitor the Consultants in his, her or its downline organization to ensure that downline Consultants do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, such Consultant should be able to provide documented evidence to Xpirient of ongoing fulfillment of the responsibilities of a Sponsor.
3. Upline Consultants are encouraged to motivate and train new Consultants about Xpirient' products and services, effective sales techniques, the Company Compensation Plan and compliance with these Policies and Procedures.
4. **Marketing the travel membership and other products and services are required activity in Xpirient and must be emphasized in all recruiting presentations.**
5. We emphasize and encourage all Consultants to sell Xpirient's products and services to Members.
6. Use of Sales Aids. To promote both the products and the opportunity Xpirient offers, Consultants must use the sales aids and support materials produced by the Company. If Xpirient Consultants develop their own sales aids and promotional

materials, which includes Internet advertising, notwithstanding any good intentions, these Consultants may unintentionally violate any number of statutes or regulations affecting the Xpirient business. These violations, although they may be relatively few in number, could jeopardize the Xpirient opportunity for all. Accordingly, Consultants must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for prior written approval. Unless the Consultant receives specific written approval to use the material, the request shall be deemed denied. All Consultants shall safeguard and promote the good reputation of Xpirient and its products. The marketing and promotion of Xpirient, the Xpirient opportunity, the Compensation Plan, and Xpirient products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

C. Constructive Criticism; Ethics

1. Xpirient desires to provide its independent Consultants with the best products and services and Compensation Plan in the industry. Accordingly, Xpirient values constructive criticism and encourages the submission of written comments addressed to the Company Compliance Department.
2. Negative and disparaging comments by a Consultant about Xpirient, its products or Compensation Plan, made to the Field or at Xpirient meetings or events, or disruptive behavior at Xpirient meetings or events, serve no purpose other than to dampen the enthusiasm of other Xpirient Consultants. Consultants must not belittle Xpirient, other Xpirient Consultants, Xpirient products or services, the Compensation Plan, or Xpirient directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by the Company.
3. **Xpirient endorses the following code of ethics:**
 - a) Consultants must show fairness, tolerance, and respect to all people associated with Xpirient, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
 - b) Consultants shall strive to resolve business issues, including situations with upline and downline Consultants, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.

- c) Consultants must be honest, responsible, professional and conduct themselves with integrity.
 - d) Consultants shall not make disparaging statements about Xpirient, other Consultants, Company employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.
4. Xpirient may take appropriate action against a Consultant if it determines, in its sole discretion, that the Consultant's conduct is detrimental, disruptive, or injurious to the Company or other Consultants.

D. Reporting Policy Violation

1. A Consultant who observes a policy violation by another Consultant should submit a written and signed letter of the violation directly to the Xpirient Corporate office. The letter shall set forth the details of the incident as follows:
 - a) The nature of the violation and specific facts to support allegations;
 - b) Number of occurrences and dates of occurrences;
 - c) Persons involved; and
 - d) Any other supporting documentation
2. Once the matter has been presented to Xpirient, it will be researched thoroughly by the Company Compliance Department and appropriate action will be taken if necessary.
3. This section refers to the general reporting of policy violations as observed by other Consultants for the mutual effort to support, protect, and defend the integrity of the Xpirient business and opportunity. If a Consultant has a grievance or complaint against another Consultant which directly relates to his, her or its Xpirient business, the procedures set forth in these Policies must be followed.

E. Sponsorship

1. The Sponsor is the person who introduces a Member or Consultant to Xpirient, helps them complete their enrollment, and supports and trains those in their downline.
2. The Company recognizes the Sponsor as the name(s) shown on the first:
 - a) Physically signed Xpirient Consultant Agreement on file; or
 - b) Electronically signed Consultant from a website or an Xpirient Consultant's replicated website.

3. A Consultant Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e. Sponsors, spouses, relatives, or friends) is not valid and will not be accepted by Xpirient.
4. Xpirient recognizes that each new prospect has the right to ultimately choose his, her or its own Sponsor, but the Company will not allow Consultants to engage in unethical sponsoring activities.
5. All active Consultants in good standing have the right to sponsor and enroll others into Xpirient. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Consultant will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Consultant who presented a comprehensive introduction to the Company products or opportunity.
6. A *Protected Prospect* is a guest of any Member or Consultant who attended an Xpirient event or conference call. For seven (7) days following the event, a Protected Prospect cannot be solicited or sponsored by any other Consultant who attended the same event. An Xpirient event can be defined as the following:
 - a) Any Xpirient training session;
 - b) Conference call;
 - c) Fly-in meeting; or
 - d) Presentation, including but not limited to an Xpirient at home presentation, whether sponsored by the Company, Member, Consultant, or an agent or agency of the Company.

F. Cross Sponsoring Prohibition

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

G. Xpirient Trip and Vendor/Supplier Etiquette

1. In order to maintain positive relationships with our vendors and suppliers and in accordance with agreements between vendors and Xpirient, it is necessary that Xpirient Xplore Rewards, Standard, and Elite Members, and Xpirient Consultants adhere to the following etiquette:
 - a. While traveling on a Xpirient trips, whether on or off the property, Xpirient Consultants are PROHIBITED from: (a) enrolling or attempting to enroll potential customers or Consultants; (b) conducting any other activity for the purpose of selling Xpirient products, establishing a Marketing Organization, or promoting the Xpirient opportunity; or (c) disclosing to ANYONE the special Xpirient-vendor negotiated price.
 - b. Furthermore, Xpirient Consultants may NEVER attempt to recruit or discuss the Xpirient Opportunity with any hotel, resort, or cruise employees or staff members (e.g. – concierge, bellmen, waiters, hostesses, housekeeping, tour operators, etc.) during an Xpirient Trip. This includes but is not limited to passing out of business cards or other marketing materials and verbal discussions.
 - c. Lastly, any direct contact with Xpirient’s partners, vendors, or suppliers, or their affiliates, employees, or contractors, is strictly prohibited.
2. Xpirient Consultants are strictly prohibited from giving any vendor, partner, or supplier the impression that the Consultant represents or speaks for Xpirient in any capacity. Xpirient Consultants are strictly prohibited from attempting to negotiate pricing or delivery of services from any Xpirient vendor, partner, or supplier. Contact by an Xpirient consultant of an Xpirient partner or vendor is grounds for immediate termination.
3. Xpirient Consultants are prohibited from any behavior that would tarnish the Xpirient brand while participating in any Xpirient meetings, trips or booking of any type of services from the Xpirient website. Consultants’ behavior must always remain professional and respectful whenever representing Xpirient.
4. While attending an Xpirient trip or event, whether at the host property or any location in the surrounding area including but not limited to hotels, resorts, restaurants, bars, amusement parks, and attractions, Xpirient Members and Consultants must obey the rules of the establishment, be respectful of other guests and the establishment’s employees, and honor all employee instructions and requests. Failure to behave in a way that reflects well on Xpirient is grounds for discipline including suspension and termination.
5. Before, during, and after an Xpirient sponsored trip or event, Xpirient consultants are strictly prohibited from promoting trips, hotel or meeting rooms, or any other service to or around the destination of the Xpirient trip or event. This includes at the entire Xpirient host facility (restaurants, bars and/or pool side) or other facilities near the host facility.

H. Adherence to the Xpirient Compensation Plan

1. A Consultant must adhere to the terms of the Xpirient Compensation Plan as set forth in these Policies and Procedures as well as in Official Company Materials. Deviation from the Compensation Plan is prohibited.
2. A Consultant shall not offer the Xpirient opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in Official Company Materials.
3. A Consultant shall not require or encourage a current or prospective Member or Consultant to participate in Xpirient in any manner that varies from the Compensation Plan as set forth in Official Company Materials.
4. A Consultant shall not require or encourage a current or prospective Member or Consultant to make a purchase from or payment to any individual or other entity as a condition to participating in the Xpirient Compensation Plan, other than such purchases or payments required to naturally build their business.

I. Adherence to Laws and Ordinances

Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Consultants because of the nature of the business. However, Consultants must check their local laws and obey the laws that do apply to them. Nonetheless, A Consultant shall comply with all federal, state and local laws and regulations in their conduct of an Xpirient business.

I. Compliance with Applicable Income Tax Laws

1. Xpirient will automatically provide a complete 1099 Miscellaneous Income Tax form (non-employee compensation) to each US Consultant whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of Xpirient products for resale, or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Consultant, and a minimum charge of \$20 may be assessed by Xpirient.
2. A Consultant accepts sole responsibility for and agrees to pay all federal, state and local taxes on any income generated as an independent Consultant, and further agrees to indemnify Xpirient from any failure to pay such tax amounts when due.
3. If a Consultant's business is tax exempt, the Federal Tax Identification number must be provided to Xpirient in writing.

4. Xpirient encourages all Consultants to consult with a tax advisor for additional information for their business.

J. One Xpirient Business Per Consultant

A Consultant may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Xpirient business. No individual may have, operate or receive compensation from more than one Xpirient businesses. Individuals of the same family unit may each enter into or have an interest in their own separate Xpirient businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as spouses and dependent children living at or doing business at the same address.

K. Actions of Household Members or Affiliated Parties

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

L. Solicitation for Other Companies or Products

1. An Xpirient Consultant may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the term of this Agreement, you may not recruit any Xpirient Member or Consultant for any other direct sales or network marketing business, unless that Member or Consultant was personally sponsored by you.
2. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Member or Consultant to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the

Consultant's actions are in response to an inquiry made by a Member or another Consultant.

3. During the term of this Agreement, you must not sell, or entice others to sell, any competing products or services, including training materials, to Xpirient Members or Consultants. Any product or service in the same category as an Xpirient product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality).
4. However, you may sell non-competing products or services to Xpirient Members or Consultants that you personally sponsored.
5. You may not display or bundle Xpirient products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Member or Consultant into believing there is a relationship between the Xpirient and non-Xpirient products and services.
6. You may not offer any non-Xpirient opportunity, products or services at any Xpirient related meeting, seminar or convention, or immediately following an Xpirient event.
7. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Xpirient and you and would inflict irreparable harm on the Company. In such event, Xpirient may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Consultant or such Consultant's business, including termination, or seek immediate injunctive relief without the necessity of posting a bond.

M. Presentation of the Xpirient Opportunity

1. In presenting the Xpirient opportunity to potential Members and Consultants, you are required to comply with the following provisions:
 - a) You shall not misquote or omit any significant material fact about the Compensation Plan.
 - b) You shall make it clear that the Compensation Plan is based upon sales of Xpirient products and services and upon the sponsoring of others.
 - c) You shall make it clear that success can be achieved only through substantial independent efforts.
 - d) You shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Xpirient opportunity or Compensation Plan to prospective Members or Consultants.
 - e) You may not make any claims regarding products or services of any products offered by Xpirient, except those contained in Official Company Materials.

- f) You may not use Official Company Materials to promote the Xpirient opportunity in any country where the Company has not established a “presence.”
 - g) You must submit copy of the Income Disclosure Statement (“IDS”) all prospective Consultants. In an effort to conduct best business practices, Xpirient has developed the IDS to convey truthful, timely, and comprehensive information regarding the income that one may earn.
2. A copy of the IDS must be presented to a prospective Consultant anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.
 3. The terms “income claim” and/or “earnings representation” (collectively “income claim”) includes the following: (i) statements of average earnings; (ii) statements of non-average earnings; (iii) statements of earnings ranges; (iv) income testimonials; (v) lifestyle claims; and (vi) hypothetical claims.
 - a) Examples of “statements of non-average earnings” includes, “Our number one Consultant earned over a million dollars last year,” or “Our average-ranking Consultant makes four thousand per month.”
 - b) An example of a “statement of earnings ranges” is, “The monthly income for our higher- ranking Consultants is eight thousand dollars a month on the low end to thirty-five thousand dollars a month on the high end.”

N. Sales Requirements are Governed by the Compensation Plan

The Xpirient program is built on sales to the ultimate consumer. Xpirient encourages its Consultants to only purchase products or services that they and their family will personally consume or used as a sales tool. Consultants must never attempt to influence any other Consultant to buy more products or services than they can reasonably use or sell.

IV. ORDERING

A. General Order Policies

1. “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes any of the following: (i) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities; (ii) the fraudulent enrollment of an individual or entity as a Member or Consultant; (iii) the enrollment or attempted enrollment of non-existent individuals or Business Entities

- as Members or Consultants (“phantoms”); (iv) purchasing Xpirient products or services on behalf of or under another Member or Consultant’s ID number as to qualify for commissions or bonuses; (v) purchasing excessive amounts of products or services that cannot reasonably be used; and/or (vi) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.
2. A Consultant shall not use another Member’s or Consultant’s credit card or debit checking account to enroll in Xpirient or purchase products or services without the account holder’s *written permission*. Such documentation must be kept by the Consultant indefinitely in case the Company needs to reference this.
 3. Regarding an order with an invalid or incorrect payment, Xpirient will attempt to contact the Consultant by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after ten (10) business days, the order will be canceled.
 4. Prices are subject to change without notice.
 5. A Member or Consultant who is a recipient of an incorrect order must notify Xpirient within thirty (30) calendar days from receipt of the order and follow the procedures as set forth in these Policies.

B. Insufficient Funds

1. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged to the account of the Member or Consultant for all returned checks and insufficient funds.
2. Any outstanding balance owed by a Consultant’s downline Members or Consultants to the Company from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by the Company from said Consultant’s future bonus and commission checks.
3. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Consultant, constitute grounds for disciplinary sanctions.
4. If a credit card order or automatic debit is declined the first time, the Member or Consultant will be contacted for an alternate form of payment. If payment is declined a second time, the Member or Consultant may be deemed ineligible to purchase Xpirient products or services.

C. Sales Tax Obligation

1. A Consultant must comply with all state and local taxes and regulations governing the sale of Xpirient products and services.
2. Xpirient will collect and remit sales tax on Consultant orders unless a Consultant furnishes Xpirient with the appropriate Resale Tax Certificate form. When orders are placed with Xpirient, sales tax is prepaid based upon the retail price provided. Xpirient will remit the sales tax to the appropriate state and local jurisdictions. The Consultant may recover the sales tax when he, she or it makes a sale. Xpirient Consultants are responsible for any additional sales taxes due on products marked up and sold at a higher price.
3. Xpirient encourages each Consultant to consult with a tax advisor for additional information for his, her or its business.

V. PAYMENT OF COMMISSIONS & BONUSES

A. Bonus and Commission Qualifications

1. A Consultant must be active and in compliance with Xpirient Policies and Procedures to qualify for bonuses and commissions. So long as a Consultant complies with the terms of the Consultant Agreement, the Company shall pay commissions in accordance with the Compensation Plan.
2. Xpirient reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.

B. Computation of Commissions and Discrepancies

1. A Consultant must review his, her or its monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. If no concerns are raised within this 30-day “grace period,” no additional requests will be considered for commission recalculations.
2. For additional information on payment of commissions, please review the Xpirient Compensation Plan.

C. Adjustments to Bonuses and Commissions for Returned Products or Xpirient Memberships.

1. A Consultant receives bonuses and commissions based on the actual sales of products and services to end consumers. When a product or service is returned to Xpirient for a refund from the end consumer, the bonuses and commissions attributable to the returned product or service will be deducted from the Consultant who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
2. In the event that a Consultant terminates his, her or its business, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by the Company, the remainder of the outstanding balance may be offset against any other amounts that may be owed by the Company to the former Consultant.

VI. SATISFACTION GUARANTEED AND RETURN OF SALES AIDS

Xpirient offers a one hundred percent (100%) fourteen (14) day money back guarantee for both Members and Consultants. If a Member purchased a product or service and is not satisfied with the product or service, the Member may request a refund from their Consultant.

Upon cancellation of the Agreement, the Consultant may also return all generic sales aids purchased within one (1) year from the date of cancellation for a refund if he, she or it is unable to sell or use the merchandise. A Consultant may only return sales aids he, she or it personally purchased from the Company under his, her or its Identification Number, and which are in Resalable Condition (as defined in the Glossary of Terms section of these Policies). Any custom orders of printed sales aids (i.e., business cards, brochures, etc.) whereon the Consultant's contact information is imbedded or hard printed, or has been added by the Consultant, are not able to be returned in Resalable Condition thus are nonrefundable. Upon Xpirient's receipt of the products and sales aids, the Consultant will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same credit card account. The Company shall deduct from the reimbursement paid to the Consultant any

commissions, bonuses, rebates or other incentives received by the Consultant which were associated with the merchandise that is returned.

A. Return Process

1. All returns, whether by a Member or Consultant, must be made as follows:
 - a) Obtain Return Merchandise Authorization (“RMA”) from Xpirient;
 - b) Ship items to the address provided by the Company Member Service Department when you are given your RMA.
 - c) Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
 - d) Ship back product in manufacturer’s box exactly as it was delivered.
2. All returns must be shipped to Xpirient pre-paid, as the Company does not accept shipping collect packages. The Company recommends shipping returned product by UPS or FedEx with tracking and insurance as risk of loss or damage in shipping of the returned product shall be borne solely by the Member or Consultant. If returned product is not received at the Company Distribution Center, it is the responsibility of the Member or Consultant to trace the shipment and no credit will be applied.
3. The return of \$500 or more of products accompanied by a request for a refund within a calendar year by a Consultant, may constitute grounds for involuntary termination.

VII. PRIVACY POLICY

A. Introduction

This Privacy Policy is to ensure that all Members and Consultants understand and adhere to the basic principles of confidentiality.

B. Expectation of Privacy

1. Xpirient recognizes and respects the importance its Members and Consultants place on the privacy of their financial and personal information. Xpirient will make reasonable efforts to safeguard the privacy of and maintain the confidentiality of its Members’ and Consultants’ financial and account information and nonpublic personal information.

2. By entering into the Consultant Agreement, a Consultant authorizes Xpirient to disclose his, her or its name and contact information to upline Consultants solely for activities related to the furtherance of the Xpirient business. A Consultant hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his, her or its downline organization and conducting the Xpirient business.

C. Employee Access to Information

Xpirient limits the number of employees who have access to Members' and Consultants' nonpublic personal information.

D. Restrictions on the Disclosure of Account Information

Xpirient will not share non-public personal information or financial information about current or former Members or Consultants with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Members' or Consultants' interests or to enforce its rights or obligations under these Policies and Procedures, or Consultant's Agreement or with written permission from the account holder on file.

VIII. PROPRIETARY INFORMATION AND TRADE SECRETS

A. Business Reports, Lists, and Proprietary Information

By completing and signing the Consultant Agreement, you acknowledge that Business Reports, lists of Member and Consultant names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by the Company pertaining to the business of Xpirient (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging exclusively to the Company.

B. Obligation of Confidentiality

During the term of the Consultant Agreement, you shall not:

1. Use the information in the Reports to compete with Xpirient or for any purpose other than promoting your Xpirient business;
2. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

C. Breach and Remedies

You acknowledge that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to the Company and to independent Xpirient businesses. The Company and its Consultants will be entitled to injunctive relief or to recover damages against any specific Consultant who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs and expenses.

D. Return of Materials

Upon demand by Xpirient, any current or former Consultant will return the original and all copies of all "Reports" to the Company together with any Xpirient confidential information in such person's possession.

IX. ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

A. Labeling, Packaging, and Displaying Products

1. An Xpirient Consultant may not re-label, re-package, refill, or alter labels of any Company product or service information, materials or program(s) in any way. The Company products and services must only be marketed and sold in their native format from Xpirient. Any attempted re-labeling violates federal and state laws, which may result in criminal or civil penalties or liability.
2. A Consultant may sell Xpirient products and services and display the Xpirient trade name at any appropriate display booth (such as trade shows) upon *prior written approval* from the Company.

3. The Company reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Xpirient opportunity.

B. Use of Company Names and Protected Materials

1. A Consultant must safeguard and promote the good reputation of Xpirient and the products and services it markets. The marketing and promotion of Xpirient, the Xpirient opportunity, the Compensation Plan, and Xpirient products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
2. All promotional materials supplied or created by Xpirient must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Company Compliance Department.
3. The name of Xpirient, each of its product and service names and other names that have been adopted by the Company in connection with its business are proprietary trade names, trademarks and service marks of Xpirient, LLC. As such, these marks are of great value to Xpirient and are supplied to Consultants for their use only in an expressly authorized manner.
4. A Consultant's use of the name "Xpirient" is restricted to protect Xpirient proprietary rights, ensuring that the Xpirient protected names will not be lost or compromised by unauthorized use. Use of the Xpirient name on any item not produced by Xpirient is prohibited except as follows:
 - a) [Consultant's name] Xpirient Consultant
 - b) [Consultant's name] Independent Consultant of Xpirient products and services.
5. Further procedures relating to the use of the Xpirient name are as follows:
 - a) All stationary (i.e., letterhead, envelopes, and business cards) bearing the Xpirient name or logo intended for use by the Consultant must be approved in writing by the Company Compliance Department.
 - b) Consultants may list "Xpirient Consultant" or simply "Consultant" in the white pages of the telephone directory under his, her or its own name.
 - c) Consultants may not use the name "Xpirient," "Travalight LLC," or "Xpirient Corporate" in answering the telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Xpirient Consultant."
6. Certain photos and graphic images used by Xpirient in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not

extend to Consultants. If you want to use these photos or graphic images, you must negotiate individual contracts with the vendors for a fee.

7. A Consultant shall not appear on or make use of television, radio, or any other media to promote or discuss Xpirient or its programs, products or services without prior written permission from the Company Compliance Department.
8. A Consultant may not produce for sale or distribution any Company event or speech, nor may a Consultant reproduce Xpirient audio or video clips for sale or for personal use without prior written permission from the Company Compliance Department.
9. Xpirient reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Consultant.
10. A Consultant shall not promote non-Company products or services in conjunction with Xpirient products or services on the same websites or same advertisement without prior approval from the Company Compliance Department.

C. E-mail Limitations

1. Except as provided in this section, a Consultant may not use or transmit unsolicited email, mass email distribution, or “spamming” that advertises or promotes the operation an Xpirient business. The exceptions are:
 - a) E-mailing any person who has given prior permission or invitation;
 - b) E-mailing any person with whom the Consultant has established a prior business or personal relationship.
2. In all states where prohibited by law, a Consultant may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
3. All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
 - a) A clear and obvious identification that the e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
 - b) A clear return path or routing information;

- c) The use of legal and proper domain name;
 - d) A clear and obvious notice of the opportunity to decline to receive further commercial e-mail messages from the sender;
 - e) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - f) The true and correct name of the sender, valid e-mail address, and a valid sender physical address;
 - g) The date and time of the transmission;
 - h) Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, an Xpirient Consultant shall not transmit any further documents to that recipient.
4. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
- a) Use of any third-party domain name without permission;
 - b) Sexually explicit materials.

D. Internet and Third-Party Website Restrictions

1. A Consultant may not use or attempt to register any of Xpirient's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.
2. A Consultant may not sell Xpirient products, services or offer the Business Opportunity using "online auctions," such as eBay® or "online marketplaces," such as Amazon.
3. All Consultants may have one (1) Company-approved third-party website. A third-party website is an Xpirient-approved personal website that is hosted on non-Company servers and with no affiliation to the Company. Any Consultant who wishes to develop their own third-party website must submit a properly completed third-party website Application and Agreement along with the proper third-party website registration fee and receive Xpirient's prior written approval before going live. Third-party websites may be used to promote your business and Xpirient's products so long as the third-party website adheres to the advertising policies herein. Moreover, no orders may be placed through third-party websites, and no enrollments may occur through a third-party website. If you wish to use any third-party website, you must do the following:

- a) Identify yourself as an Xpirient Consultant;
 - b) Use only the approved images and wording authorized by Xpirient;
 - c) Adhere to the branding, trademark, and image usage policies described in this document.
 - d) Adhere to any other provision regarding the use of a third-party website described in this document;
 - e) Agree to give the Company Compliance Department access to the third-party website and, if the website is password protected, the passwords or credentials allowing unlimited access.
 - f) Agree to modify your website to comply with current or future Xpirient policies.
4. All marketing materials used on a Consultant's third-party website must be provided by Xpirient or approved in writing by the Company Compliance Department.
 5. To avoid confusion, the following three elements must also be prominently displayed at the top of every page of your third-party website:
 - a) The Xpirient Consultant Logo
 - b) Your Name and Title
 - c) Xpirient Corporate Website Redirect Button
 6. A Consultant may not use third-party sites that contain materials copied from corporate sources (such as Xpirient brochures, CDs, videos, tapes, events, presentations, and corporate websites). This policy ensures brand consistency, allows Members and Consultants to stay up-to-date with changing products, services and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.
 7. Xpirient products may be displayed with other products or services on a Consultant's third-party website so long as the other products and services are consistent with Xpirient values and are not marketed or sold by a competing network-marketing company.
 8. If the independent Xpirient business of a Consultant who has received authorization to create and post an third-party website is voluntarily or involuntarily canceled for any reason, or if Xpirient revokes its authorization allowing the Consultant to maintain a third-party website, the Consultant shall assign the URL to his/her/its third-party website to Xpirient within three (3) days from the date of the cancellation and/or re- direct all traffic to the site as directed by the Xpirient. Xpirient reserves the right to revoke any Consultant's right to use a third-party website at any time if Xpirient believes that such revocation is in the best interest of the Company, its

Consultants, and Members. Decisions and corrective actions in this area are at the Company's sole and absolute discretion.

9. Social Media sites may not be used to sell or offer to sell Xpirient products or services. PROFILES A CONSULTANT GENERATES IN ANY SOCIAL COMMUNITY WHERE XPIRIENT IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE CONSULTANT AS AN INDEPENDENT XPIRIENT CONSULTANT, and when a Consultant participates in those communities, he, she or it must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Xpirient's sole discretion, and offending Consultants will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Xpirient approved library. If a link is provided, it must link to the posting Consultant's replicated website or an approved third-party website.
10. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Consultants will be subject to disciplinary action.
11. Consultants may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Consultants create or leave must be useful, unique, relevant and specific to the blog's article.
12. Consultants must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent Consultant for Xpirient. Anonymous postings or use of an alias is prohibited.
13. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Xpirient income opportunity, Xpirient's products and services, and/or your biographical information and credentials.
14. Consultants are personally responsible for their postings and all other online activity that relates to Xpirient. Therefore, even if a Consultant does not own or operate a blog or Social Media site, if a Consultant posts to any such site that relates to Xpirient or which can be traced to Xpirient, the Consultant is responsible for the posting. Consultants are also responsible for postings which occur on any blog or Social Media site that the Consultant owns, operates, or controls.
15. As an Xpirient Consultants, it is important to not converse with any person who places a negative post against you, other Consultants, or Xpirient. Report negative posts to the Company Compliance Department. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold

- themselves to the same high standards as Xpirient, and therefore damages the reputation and goodwill of the Company.
16. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, Xpirient therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that Consultants using, or who wish to use, such sites adhere to the Xpirient's policies relating to third-party websites.
 17. If your Xpirient business is cancelled for any reason, you must discontinue using the Xpirient name, and all of Xpirient's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Xpirient Consultant, you must conspicuously disclose that you are no longer a Consultant of the Company.
 18. Failure to comply with these policies for conducting business online may result in the Consultant losing their right to advertise and market Xpirient products, services and Xpirient's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

E. Advertising and Promotional Materials

1. **You may not advertise any Xpirient products or services at a price *LESS* than the highest company published, established retail price plus shipping, handling and applicable taxes.** No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
2. Advertising and all forms of communications must adhere to principles of honesty and propriety.
3. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Company Compliance Department. Similarly, all requests for approvals with respect to advertising must be directed in writing to the Xpirient Compliance Department.
4. Xpirient approval is not required to place blind ads that do not mention Xpirient, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
5. Xpirient reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and

may require the removal of such advertisements from the marketplace without obligation to the affected Consultant.

F. Testimonial Permission

By signing the Consultant Agreement, you give Xpirient permission to use your testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Xpirient opportunity, you waive any right to be compensated for the use of your testimonial or image and likeness even though Xpirient may be paid for items or sales materials containing such image and likeness. In some cases, a Consultant's testimonial may appear in another Consultant's advertising materials. If you do not wish to participate in Xpirient sales and marketing materials, you should provide a written notice to the Company Compliance Department to ensure that your testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

G. Telemarketing Limitations

1. A Consultant must not engage in telemarketing in relation to the operation of the an Xpirient business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Xpirient products or services, or to recruit them for the Xpirient opportunity.
2. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") 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.
3. While a Consultant may not consider him, her, or itself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Consultant to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).
4. "Cold calls" or "state-to-state calls" made to prospective Members or Consultants that promote either Xpirient products, services or the Xpirient opportunity is considered telemarketing and is prohibited.
5. Exceptions to Telemarketing Regulations

An Xpirient Consultant may place telephone calls to prospective Members or Consultants under the following limited situations:

- a) If the Consultant has an established business relationship with the prospect;
 - b) In response to the prospect's personal inquiry or application regarding a product or service offered by the Xpirient Consultant, within three (3) months immediately before the date of such a call;
 - c) If the Consultant receives written and signed permission from the prospect authorizing the Consultant to call;
 - d) If the call is to family members, personal friends, and acquaintances. However, if a Consultant makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;
 - e) Xpirient Consultants engaged in calling "acquaintances," must make such calls on an occasional basis only and not as a routine practice.
6. A Consultant shall not use automatic telephone dialing systems in the operation of his, her or its Xpirient businesses.
 7. Failure to abide by Xpirient policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Consultant's business, up to and including termination of the business.
 8. By signing the Consultant Agreement, or by accepting commission checks, other payments or awards from Xpirient, you give permission to Xpirient and other Consultants to contact them as permitted under the Federal Do Not Call regulations.
 9. In the event a Consultant violates this section, Xpirient reserves the right to institute legal proceedings to obtain monetary or equitable relief.

X. CHANGES TO A CONSULTANT'S BUSINESS

A. Modification of the Consultant Agreement

A Consultant may modify his or her existing Consultant Agreement (i.e., change a social security number to a Federal ID number, add a spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Consultant) by submitting a written request, accompanied by a new Consultant Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a "crossed out" or "white-out" version of the first Agreement), and any appropriate supporting documentation.

B. Change Sponsor or Placement for Active Consultants

1. Maintaining the integrity of the organizational structure is mandatory for the success of Xpirient and our independent Consultants. As such, under exceptional circumstances at the discretion of the Company, a request to change placement may only be made within the first 30 days of initial enrollment as a Consultant. Furthermore, such changes may only occur within the same organization.
2. Sponsors may make “Placement changes” from one Consultant to another for personally Sponsored (frontline) Consultants during the first 30 days of enrollment.
3. New Consultants or their original Sponsor may request a change of Sponsor or Placement within the first 30 days of enrollment for the purpose of structuring an organization. The new Consultant Agreement must be received within the calendar month for commission calculations to be effective with the requested change.
4. To change or correct the Sponsor, a Consultant must comply with following procedures:
 - a) Submit a Sponsor Placement Transfer Form;
 - b) Submit an Xpirient Consultant Agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;
 - c) The Consultant Agreement must be a new, completed document bearing “fresh” signatures, not a “crossed-out” or “white-out” version of the first Agreement.
5. Upon approval, the Consultant’s downline, if any, will transfer with the Consultant.
6. If one transfer has already been made a \$20 fee will be assessed for the second and for each transfer thereafter.
7. After the first 30 days from initial enrollment, Xpirient will honor the Sponsor/ Placement as shown:
 - a) On the most recently signed Consultant Agreement on file; or
 - b) Self-enrolled on the website (i.e., electronically signed web Agreement).
8. Xpirient retains the right to approve or deny any requests to change Sponsor or Placement, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

C. Change Sponsor or Placement for Inactive Consultants

1. At the discretion of Xpirient, Consultants who have neither bought/sold products or services nor paid the monthly administrative fee for at least twelve (12) months, and who have not tendered a letter of resignation, are eligible to re-enroll in Xpirient under the Sponsor/Placement of their choice.

2. Upon written notice to Xpirient that a former Consultant wishes to re-enroll, Xpirient will “compress” (close) the original account. A new Xpirient ID number will then be issued to the former Consultant.
3. Such Consultant does not retain former rank, downline, or rights to commission checks from his, her or its former organizations.
4. Xpirient reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

D. Change Organizations

1. If an Xpirient Consultant wishes to transfer organizations, he, she or it must submit a letter of resignation to the Company Member Service Department and remain inactive (neither purchase or sell) with or in Xpirient for six (6) months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/ Placement.
2. Xpirient retains the right to approve or deny any request to re-enroll after a Consultant’s resignation.
3. If re-enrollment is approved, the former Consultant will be issued a new Xpirient ID number and will be required to submit a new Consultant Agreement. The Consultant will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization.
4. Transfers may not be done outside of the original organization.

E. Unethical Sponsoring

1. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Consultant from another Consultant or influencing another Consultant to transfer to a different sponsor.
2. Allegations of unethical sponsoring must be reported in writing to the Xpirient Compliance Department within the first 90 days of enrollment. If the reports are substantiated, Xpirient may transfer the Consultant or the Consultant’s downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement Consultants. Xpirient remains the final authority in such cases.
3. Xpirient prohibits the act of “Stacking.” Stacking is the unauthorized manipulation of the Xpirient compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Consultant in an unearned manner. One example of stacking occurs when a Sponsor places participants under

- an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals and/or entities found to be directly involved.
4. Should Consultants engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Xpirient products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Consultant alleging that they engaged in inappropriate recruiting activity of another company's sales force or Members, Xpirient will not pay any of Consultant's defense costs or legal fees, nor will Xpirient indemnify the Consultant for any judgment, award, or settlement.

F. Sell, Assign or Delegate Ownership

1. In order to preserve the integrity of the hierarchical structure, it is necessary for Xpirient to place restrictions on the transfer, assignment, or sale of a business.
2. An Xpirient Consultant may not sell or assign his or her rights or delegate his or her position as a Consultant without *prior written approval* by Xpirient, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Xpirient.
3. Should the sale be approved by Xpirient, the Buyer assumes the position of the Seller at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the Seller's Downline.
4. To request corporate authorization for a sale or transfer of an Xpirient business, the following items must be submitted to the Company Compliance Department:
 - a) A Sale/Transfer of Business Form properly completed, with the requisite signatures.
 - b) A copy of the Sales Agreement signed and dated by both Buyer and Seller.
 - c) An Xpirient Consultant Agreement completed and signed by the Buyer.
 - d) Payment of the \$100 administration fee.
 - e) Any additional supporting documentation requested by Xpirient.
5. Any debt obligations that either Seller or Buyer may have with Xpirient must be satisfied prior to the approval of the sale or transfer by Xpirient.
6. An Xpirient Consultant who sells his or her business is not eligible to re-enroll as an Xpirient Consultant in any organization for six (6) full calendar months following the

date of the sale except as otherwise expressly set forth in these Policies and Procedures.

G. Separating an Xpirient Business

1. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:
 - a) One of the parties may, with the written consent of the other(s), operate the Xpirient business whereby the relinquishing spouse, shareholders, partners, members or trustees authorize Xpirient to deal directly and solely with the other spouse, non-relinquishing shareholder, partner, member or trustee;
 - b) The parties may continue to operate the Xpirient business jointly on a “business as usual” basis, whereupon all compensation paid by Xpirient will be paid in the name designated as the Consultants or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Xpirient will pay compensation to the name on record and in such event, the Consultant named on the account shall indemnify Xpirient from any claims from the other business owner(s) or the other spouse with respect to such payment.
2. Xpirient recognizes only one Downline organization and will issue only one commission check per Xpirient business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Xpirient split commission and/or bonus checks.
3. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Xpirient business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Consultant or active Member in the former organization, and must develop a new business in the same manner as any other new Xpirient Consultant. A Consultant in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 12.5.

H. Succession

1. Upon the death or incapacity of a Consultant, the Consultant’s business may be passed on to his or her legal successors in interest (successor). Whenever an Xpirient business is transferred by will or other testamentary process, the successor

- acquires the right to collect all bonuses and commissions of the deceased Consultant's sales organization. The successor must:
- a) Complete and sign a new Xpirient Consultant Agreement;
 - b) Comply with the terms and provisions of the Consultant Agreement; and
 - c) Meet all of the qualifications for the last rank achieved by the former Consultant.
2. Bonus and commission checks of an Xpirient business transferred based on this section will be paid in a single check to the successor. The successor must provide Xpirient with an "address of record" to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the Consultant business, not the highest rank or volume achieved.
 3. If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a Federal taxpayer identification number. Xpirient will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the managing business entity only.
 4. Appropriate legal documentation must be submitted to the Company Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of an Xpirient business, the successor must provide the following to Company Compliance Department:
 - a) A certified copy of the death certificate; and
 - b) A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the Xpirient business.
 5. To complete a transfer of the Xpirient business because of incapacity, the successor must provide the following to the Xpirient Compliance Department:
 - a) A notarized copy of an appointment as trustee;
 - b) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Xpirient business; and
 - c) A completed Consultant Agreement executed by the trustee.
 6. If the successor is already an existing Consultant, Xpirient will allow such Consultant to keep his or her own business plus the inherited business active for up to six (6) months. By the end of the 6-month period, the Consultant must have compressed (if applicable), sold or otherwise transferred either the existing business or the inherited business.
 7. If the successor wishes to terminate the Xpirient business, he or she must submit a notarized statement stating the desire to terminate the business, along with a

- certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
8. Upon written request, Xpirient may grant a one (1) month bereavement waiver and pay out at the last “paid as” rank.

I. Resignation/Voluntary Termination

1. A Consultant may immediately terminate his or her business by submitting electronic notice or email to cancel@xpirient.com. The notice must include the following:
 - a) The Consultant’s intent to resign;
 - b) Date of resignation;
 - c) Xpirient Identification Number;
 - d) Reason for resigning; and
 - e) Signature.
2. An Xpirient Consultant may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Consultant who has voluntarily resigned is not eligible to reapply for a business or have any financial interest in a or any Xpirient business for six (6) months from the receipt of the written notice of resignation.

J. Involuntary Termination

1. Xpirient reserves the right to terminate a Consultant’s business for, but not limited to, the following reasons:
 - a) Violation of any terms or conditions of the Consultant Agreement;
 - b) Violation of any provision in these Policies and Procedures;
 - c) Violation of any provision in the Compensation Plan;
 - d) Violation of any applicable law, ordinance, or regulation regarding the Xpirient business;
 - e) Engaging in unethical business practices or violating standards of fair dealing; or
 - f) Returning over \$500 worth of products, services and/or sales tools for a refund within a twelve (12) month period.
2. Xpirient will notify the Consultant in writing *by mail* at his or her last known address of its intent to terminate the Consultant’s business and the reasons for termination. The Consultant will have seven (7) calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice.

3. If a decision is made by Xpirient to terminate the Consultant's business, Xpirient will inform the Consultant in writing that the business is terminated effective as of the date of the written notification. The former Consultant shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Xpirient products or services. Xpirient will notify the active Upline Sponsor within ten (10) days after termination. The organization of the terminated Consultant will "roll up" to the active Upline Sponsor on record.
4. The Xpirient Consultant who is involuntarily terminated by Xpirient may not reapply for a business, either under his or her present name or any other name or entity, without the *express written consent of an officer of Xpirient*, following *a review by the Xpirient Compliance Committee*. In any event, such Consultant may not re-apply for a business for twelve (12) months from the date of termination.

K. Effect of Cancellation

1. Following a Consultant's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such Consultant:
 - a) Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Consultant's former organization or any other payments in association with the Consultant's former independent business;
 - b) Effectively waives any and all claims to property rights or any interest in or to the Consultant's former Downline organization;
 - c) Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Xpirient.

XI. DISCIPLINARY SANCTIONS

A. Imposition of Disciplinary Action - Purpose

It is the spirit of Xpirient that integrity and fairness should pervade among its Consultants, thereby providing everyone with an equal opportunity to build a successful business.

Therefore, Xpirient reserves the right to impose disciplinary sanctions at any time, when it has

determined that a Consultant has violated the Agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by Xpirient.

B. Consequences and Remedies of Breach

1. Disciplinary actions may include one or more of the following:
 - a) Monitoring a Consultant's conduct over a specified period of time to assure compliance;
 - b) Issuance of a written warning or requiring the Consultant to take immediate corrective action;
 - c) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Xpirient receives adequate additional assurances from the Consultant to ensure future compliance;
 - d) Suspension from participation in Company or Consultant events, rewards, or recognition;
 - e) Suspension of the Xpirient Consultant Agreement and business for one or more pay periods;
 - f) Involuntary termination of the Consultant's Agreement and business;
 - g) Any other measure which Xpirient deems feasible and appropriate to justly resolve injuries caused by the Consultant's policy violation(s) or contractual breach(es); OR
 - h) Legal proceedings for monetary or equitable relief.

XII. DISPUTE RESOLUTION

A. Grievances

1. If an Xpirient Consultant has a grievance or complaint against another Consultant regarding any practice or conduct relating to their respective Xpirient businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Company Compliance Department as outlined below in this Section.
2. The Company Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Consultants involved.

3. Xpirient will confine its involvement to disputes regarding Xpirient business matters only. Xpirient will not decide issues that involve personality conflicts or unprofessional conduct by or between Consultants outside the context of an Xpirient business. These issues go beyond the scope of Xpirient and may not be used to justify a Sponsor or Placement change or a transfer to another Xpirient organization.
4. Xpirient does not consider, enforce, or mediate third party agreements between Consultants, nor does it provide names, funding, or advice for obtaining outside legal counsel.
5. Process for Grievances:
 - a) The Xpirient Consultant should submit a written letter of complaint directly to the Company Compliance Department. The letter shall set forth the details of the incident as follows:
 - (1) The nature of the violation;
 - (2) Specific facts to support the allegations;
 - (3) Dates;
 - (4) Number of occurrences;
 - (5) Persons involved; and
 - (6) Supporting documentation.
 - b) Upon receipt of the written complaint, Xpirient will conduct an investigation according to the following procedures:
 - (1) The Compliance Department will send an acknowledgment of receipt to the complaining Consultant;
 - (2) If need be, the Compliance Department will provide a verbal or written notice of the allegation to the Consultant under investigation.
 - (3) The Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary.
 - (4) During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Consultant calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
 - c) Xpirient will make a final decision and timely notify the Consultants involved.

B. Arbitration

1. **Any controversy or claim arising out of or relating to the Xpirient Consultant agreement, these Policies and Procedures, or the breach thereof, the Consultant's business or any dispute between the Consultant and the Company, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** Any such arbitration shall be held in Tampa, Florida. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.
2. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney's fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.
3. This agreement to arbitration shall survive any termination or expiration of the Consultant Agreement.
4. Nothing in these Policies and Procedures shall prevent Xpirient from applying for or 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 Xpirient interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
5. **NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**
6. These Policies and Procedures and any arbitration involving a Consultant and Xpirient shall be governed by and construed in accordance with the laws of the state of Indiana, without reference to its principles of conflict of laws.

C. Severability

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

D. Waiver

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

E. Successors and Claims

The agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

XIII. GOVERNING LAW

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Florida and the exclusive jurisdiction of the United States courts.

XIV. XPIRIENT GLOSSARY OF TERMS

ACTIVE CONSULTANT: A Consultant who satisfies the minimum volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each Consultant, which includes the Consultant Agreement, the Xpirient Policies and Procedures, and the Xpirient Compensation Plan, all in their current form and as amended by Xpirient in its sole discretion. These documents are collectively referred to as the "Agreement."

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

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

MEMBER: A Member who purchases Xpirient products and does not engage in building a business or retailing product.

CONSULTANT: An individual who purchases product, generates retail sales and business building commissions.

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

ORGANIZATION: The Members and Consultants placed below a particular Consultant.

OFFICIAL XPIRIENT MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Xpirient to Consultants.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of Xpirient's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Xpirient Member or Consultant to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE CONDITION: Products shall be deemed "resalable" if each of the following elements is satisfied: (i) the products are unopened and unused; (ii) the product's original packaging and labelling has not been altered or damaged; (iii) the products are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and (iv) the product contains current Xpirient labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SPONSOR: A Consultant who enrolls a Member or another Consultant into the Company, and is listed as the Sponsor on the Consultant Agreement. The act of enrolling others and training them to become Consultants is called “sponsoring.”

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