

BluPrint Worldwide, Inc.

Policies and Procedures

Effective August 15, 2023

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SECTION 1 - MISSION STATEMENT

At BluPrint Worldwide Inc, our mission is to empower individuals from all walks of life and socioeconomic backgrounds with the knowledge, skills, and technology needed to achieve financial independence through a comprehensive and step-by-step financial education program. Our core focus lies in nurturing and guiding aspiring learners to become Certified Financial Educators, equipping them with the expertise to educate and inspire others on their financial journeys. Additionally, we provide cutting-edge technology tools, such as Expert Advisors (EA's), to facilitate our clients' participation in the Forex Industry, enabling them to multiply their money and unlock their full financial potential. Through accessible and inclusive programs, we are committed to fostering a community of informed and empowered individuals who can confidently navigate the complexities of the financial landscape, ultimately building a more financially secure and prosperous future for themselves and their loved ones.

SECTION 2 - INTRODUCTION

2.1 - Purpose of the Affiliate Agreement and the Policies and Procedures

The purposes of the Affiliate Agreement and the Policies and Procedures include the following:

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

2.2 - Policies and Procedures Incorporated into Affiliate Agreement

These Policies and Procedures, in their present form and as amended by BluPrint Worldwide, Inc. (hereafter “BluPrint Worldwide” or the “Company”), are incorporated into, and form an integral part of, the BluPrint Worldwide Independent Affiliate Application and Agreement (“Affiliate Agreement”). 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 the BluPrint Worldwide Affiliate Application and Agreement (including the Terms and Conditions), these Policies and Procedures, and the BluPrint Worldwide Business Entity Registration Form (if applicable). These documents are incorporated by reference into the BluPrint Worldwide Affiliate Agreement (all in their current form and as amended by BluPrint Worldwide). In the event that the Business Entity Registration Form is not submitted by an entity that enrolls as an Affiliate within sixty (60) days of its date of enrollment, BluPrint Worldwide is authorized to and shall withhold any and all compensation to which the Affiliate is due from BluPrint Worldwide until a properly completed Business Entity Registration Form is submitted to it.

2.3 - Changes to the Agreement

BluPrint Worldwide reserves the right to amend the Agreement, the Compensation Plan, 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 BluPrint Worldwide elects to make. Amendments shall be effective thirty (30) days after publication of notice that any of the foregoing items 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: (1) posting on the Company’s official web site; and (2) posting in Affiliates’ back-offices. The continuation of an Affiliate’s BluPrint Worldwide business, the acceptance of any benefits under the Agreement, or an Affiliate’s acceptance of bonuses or commissions constitutes acceptance of all amendments.

2.4 - Policies and Provisions Severable

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

or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

2.5 - Waiver

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 BluPrint Worldwide 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 BluPrint Worldwide's right to demand exact compliance with the Agreement. Any waiver by BluPrint Worldwide of any term of the Agreement or any breach of the Agreement must be in writing and signed by an authorized officer of BluPrint Worldwide. Waiver by BluPrint Worldwide of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach. The existence of any claim or cause of action of an Affiliate against BluPrint Worldwide shall not constitute a defense to BluPrint Worldwide's enforcement of any term or provision of the Agreement.

2.6 - Company Use of Information

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

SECTION 3 - BECOMING AN AFFILIATE

3.1 - Requirements to Become an Affiliate

To become a BluPrint Worldwide Affiliate, each applicant must:

- ❖ Be at least 18 years of age;
- ❖ Reside in the United States or U.S. Territories or country that BluPrint Worldwide has officially announced is open for business;
- ❖ Provide BluPrint Worldwide with his/her valid Social Security or Federal Tax ID number;
- ❖ Pay the Affiliate Enrollment Fee and subscribe to the Business Support Suite (BluPrint Worldwide is not offering the Affiliate opportunity to residents of North Dakota); and
- ❖ Submit a properly completed Affiliate Application and Agreement to BluPrint Worldwide either in hard copy or online format.

BluPrint Worldwide reserves the right to accept or reject any Affiliate Application and Agreement for any reason or for no reason.

A person who is recognized as a minor in his or her jurisdiction of residence may not be an Affiliate. An Affiliate shall not enroll or recruit minors or anyone unable to legally form a contract to become an Affiliate. Notwithstanding the foregoing, a minor over the age of 16 who desires to become an Affiliate must: (a) obtain a parent's or guardian's signature on the Affiliate Agreement; (b) be sponsored by or added to his or her parent's or guardian's Affiliate's business if the Parent or guardian of the minor is an Affiliate; and (c) must not be a signatory in any Affiliate's business other than a parent's or guardian's Affiliate's business.

3.2 - Business Support Fee and Product Purchases

With the exception of the Business Support Fee, no person is required to purchase BluPrint Worldwide products, services or sales aids, or to pay any other charge or fee to become an Affiliate. In order to familiarize new Affiliates with BluPrint Worldwide products, services, sales techniques, sales aids, and other matters, the Company requires that they purchase a Business Support Suite. .

3.3 - Affiliate Benefits

Once an Affiliate Application and Agreement has been accepted by BluPrint Worldwide, the benefits of the Compensation Plan and the Affiliate Agreement are available to the new Affiliate. These benefits include the right to:

- ❖ Sell BluPrint Worldwide products and services;
- ❖ Participate in the BluPrint Worldwide Compensation Plan (receive bonuses and commissions, if eligible);
- ❖ Enroll other individuals as Affiliates into the BluPrint Worldwide business and thereby, build a marketing organization and progress through the BluPrint Worldwide Compensation Plan;
- ❖ Receive periodic BluPrint Worldwide literature and other BluPrint Worldwide communications;

- ❖ Participate in BluPrint Worldwide-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- ❖ Participate in promotional and incentive contests and programs sponsored by BluPrint Worldwide for its Affiliates.

3.4 - Term and Renewal of Your BluPrint Worldwide Business

The term of the Affiliate Agreement is one year from the date of its acceptance by BluPrint Worldwide (subject to reclassification for inactivity pursuant to Section 11.2). Affiliates must renew their Affiliate Agreement each year by paying an annual renewal fee of \$34.00 on or before the anniversary date of their Affiliate Agreement. If the renewal fee is not paid within sixty (60) days after the expiration of the current term of the Affiliate Agreement, the Affiliate Agreement will be automatically terminated. 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, debit card or bank account on file with the Company. Affiliates without a credit card, debit card or bank account must renew by mail. BluPrint Worldwide shall have the right in its sole and absolute discretion not to accept the Agreement or any renewal of it.

SECTION 4 - OPERATING A BLUPRINT WORLDWIDE BUSINESS

4.1 - Adherence to the BluPrint Worldwide Compensation Plan

Affiliates must adhere to the terms of the BluPrint Worldwide Compensation Plan as set forth in official BluPrint Worldwide literature. Affiliates shall not offer the BluPrint Worldwide opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official BluPrint Worldwide literature. Affiliates shall not require or encourage other current or prospective Customers or Affiliates to execute any agreement or contract other than official BluPrint Worldwide agreements and contracts in order to become a BluPrint Worldwide 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 BluPrint Worldwide Compensation Plan other than those purchases or payments identified as recommended or required in official BluPrint Worldwide documents or literature.

4.2 - Advertising

4.2.1 - General

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

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

Accordingly, Affiliates must not produce or use the literature, advertisements, sales aids, business tools, promotional materials, or Internet web pages or content of or for themselves or other third parties.

4.2.2 - Trademarks and Copyrights

The name of BluPrint Worldwide and other names as may be adopted by BluPrint Worldwide are proprietary trade names, trademarks and service marks of BluPrint Worldwide (collectively "marks"). As such, these marks are of great value to BluPrint Worldwide and are supplied to Affiliates for their use only in an expressly authorized manner. BluPrint Worldwide will only allow the limited non-exclusive use of its marks, designs, or symbols, or any derivatives thereof, solely by an Affiliate in the furtherance or operation of his or her BluPrint Worldwide business, consistent with these Policies and Procedures. BluPrint Worldwide will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including BluPrint Worldwide Affiliates, in any 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 BluPrint Worldwide, nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an independent Affiliate, you may use the BluPrint Worldwide name in the following manner

Affiliate's Name
Independent BluPrint Worldwide Affiliate

Example:

Alice Smith
Independent BluPrint Worldwide Affiliate

or

Alice Smith
BluPrint Worldwide
Independent Affiliate

Affiliates may not use the name BluPrint Worldwide 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 *Independent BluPrint Worldwide Affiliate* in your phone greeting or on your answering machine to clearly separate your independent BluPrint Worldwide business from BluPrint Worldwide, LLC. For example, you may not secure the domain name [www.buyBluPrint Worldwide.com](http://www.buyBluPrintWorldwide.com), nor may you create an email address such as bluprintworldwidesales@hotmail.com.

4.2.2.1 - Independent BluPrint Worldwide Affiliate Logo

If you use a BluPrint Worldwide logo in any communication, you must use the Independent Affiliate version of the BluPrint Worldwide logo which is found in your Business Support Suite.

4.2.3 - Media and Media Inquiries

Affiliates must not attempt to respond to media inquiries regarding BluPrint Worldwide, its products or services, or their independent BluPrint Worldwide business. All inquiries by any type of media must be immediately referred to BluPrint Worldwide's Compliance Department via email at compliance@bluprintworldwide.com. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

4.2.4 - Unsolicited Email and Text Messages

BluPrint Worldwide does not permit Affiliates to send unsolicited commercial emails or text messages unless such emails and text messages strictly comply with applicable state and federal laws and regulations including, without limitation, the federal CAN SPAM Act. The CAN-SPAM Act regulates the transmission of all commercial e-mail messages, not just unsolicited messages. A commercial e-mail or text message is defined as any e-mail or text message that has a "primary

purpose of . . . commercial advertisement or promotion of a commercial product or service.” This includes commercial e-mails or text messages sent to business accounts, as well as those sent to individual consumers.

4.2.4.1 - Requirements for All Commercial Email Messages

The Mailing List

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

The E-mail Message

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

The Opt-out Mechanism

- ❖ The message must clearly explain that the recipient may opt out of receiving future commercial messages from the business.
- ❖ The message must include either an e-mail address or other online mechanism that the recipient may use for this opt out. The mechanism must not require the recipient to:
 - o do anything more than reply to the e-mail or visit a single web page to opt out;

- o make any payment or submit any personal information, including account information (other than e-mail address), to opt out; and
- o the opt-out mechanism must work for at least 30 days after the e-mail is sent.
- ❖ You must ensure that the explanation of how a recipient can opt out is easy to read and understand.
- ❖ You may include a menu of opt-out options that permit the recipient to select the types of commercial messages the recipient would like to continue receiving. However, one option must permit opting out of all commercial messages from you.
- ❖ You must honor all opt-out requests within ten business days.
- ❖ Opt-out requests do not expire. An opt-out is overridden only by the recipient's subsequent express (opt in) request to receive commercial e-mail.
- ❖ All opt-out requests, whether received by email or regular mail, must be honored. If you receive an opt-out request from a recipient of an email, you must forward the opt-out request to the Company.
- ❖ You may not sell, share or use a business's opt-out list for any reason other than to comply with the law.

Monitoring Opt-out Capabilities – If you use a third-party service provider you must implement procedures to ensure that your opt-out capabilities actually work. An example of a basic procedure to test the opt-out procedure is as follows:

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

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

4.2.4.2 - Additional Requirements for Email Messages Sent to Mobile or Wireless Devices

When sending commercial messages to wireless devices, you must insure your compliance, or a third-party's compliance with, the following requirements.

The Recipient List

- ❖ You are prohibited from using any type of software or autodialer to send unsolicited text messages without the recipient's consent.
- ❖ The list of text message recipients may include only persons who have affirmatively agreed (opted in) to receive commercial e-mail from you.
- ❖ You must the recipient's **prior, affirmative consent** (opt in) to send the commercial text messages. The consent can be oral, written or electronic.
- ❖ Ask for consent in a way that involves no cost to the recipient, for example:
 - o do not send the request to the wireless device; and
 - o allow the recipient to respond in a way that involves no cost (such as an online, e-mail or postal mail sign-up).
- ❖ When seeking consent, make it clear that the recipient:
 - o is agreeing to receive commercial e-mail on his wireless device;
 - o may be charged to receive the e-mail; and
 - o can revoke his consent at any time.
- ❖ The mailing list must not include any recipient who has previously asked not to receive commercial e-mail from the business (opted out).
- ❖ You must "scrub" (compare) the mailing list against available "do not e-mail" list at the last possible, commercially reasonable moment before the e-mail is sent and remove any email addresses that are on the "do not e-mail" list.
- ❖ Text messages cannot be sent between 9 p.m. and 8 a.m. local time.

The Text Message

- ❖ Provide a clear and conspicuous disclosure that the recipient will receive future text messages.
- ❖ The message must disclose that it is an advertisement or solicitation unless the e-mail message is sent only to recipients who have affirmatively agreed (opted in) to receive these messages from the business.
- ❖ The message must clearly include the business's valid, current physical postal address. This address can be a:
 - o street address;
 - o post office box that the business has accurately registered with the US Postal Service; or
 - o private mailbox that the business has accurately registered with a commercial mail receiving agency established pursuant to US Postal Service regulations.
- ❖ Include an easy-to-use opt-out mechanism in every text message.
- ❖ There must be a functioning return number to the sender to which the recipient can send a text message.

4.2.4.3 - Commercial Email Messages Sent on Behalf of Affiliates

The BluPrint Worldwide may periodically send commercial emails on behalf of Affiliates. By entering into the Affiliate Agreement, 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.

4.2.5 - Unsolicited Faxes

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

4.2.6 - Telephone or Online Directory Listings

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

Affiliate's Name
Independent BluPrint Worldwide Affiliate

4.2.7 - Television and Radio Advertising

Affiliates may not advertise on television and radio except with BluPrint Worldwide's express written approval.

4.2.8 - Advertised Prices

Affiliates may not create their own marketing or advertising material offering any BluPrint Worldwide products at a price less than the current price on www.bluprintworldwide.com. Similarly, Affiliates may not sell any BluPrint Worldwide products at a price less than the current price on www.bluprintworldwide.com.

4.3 - Online Conduct

4.3.4 - Affiliate Web Sites

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

BluPrint Worldwide opportunity.

4.3.5 - BluPrint Worldwide Replicated Websites

Affiliates receive a BluPrint Worldwide Replicated Website subscription to facilitate online buying experience for their Customers and enrollments for prospective Customers and Affiliates. There is a \$17.99 monthly charge for Replicated Websites and the Business Support Suite. 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-BluPrint Worldwide products, services or income opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- ❖ The BluPrint Worldwide Independent Affiliate Logo
- ❖ BluPrint Worldwide Corporate Website Redirect Button
- ❖ Artwork, logos, or graphics
- ❖ Original text.

You may change your profile photograph, email address, phone number and name.

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

By default, your BluPrint Worldwide Replicated Website URL is www.BluPrintWorldwide.com/<distributorID#>. You must change this default ID and choose a uniquely identifiable website name that cannot:

- ❖ Be confused with other portions of the BluPrint Worldwide corporate website;
- ❖ Confuse a reasonable person into thinking they have landed on a BluPrint Worldwide corporate page;
- ❖ Be confused with any BluPrint Worldwide name;
- ❖ Contain any discourteous, misleading, or off-color words or phrases that may damage BluPrint Worldwide's image.

4.3.6 - Domain Names, email Addresses and Online Aliases

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

www.MyBluPrintWorldwideBiz.com
www.ISellBluPrintWorldwide.com
www.BluPrintWorldwideMoney.net

www.BluPrintWorldwideDreamTeam.com
www.BluPrintWorldwidebyJaneDoe.com
www.JanesBluPrintWorldwideOpportunity.net

4.3.7 - Online Classifieds

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

4.3.8 - eBay / Online Auctions

BluPrint Worldwide's products and services may not be listed on eBay or other online auctions, nor may Affiliates enlist or knowingly allow a third party to sell BluPrint Worldwide products on eBay, other online auction site, or ecommerce sites, such as Amazon.com, MercadoLibre.com, AliBaba.com, TowBow.com, etc.. An Affiliate who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells BluPrint Worldwide products on eBay or any other online auctions must immediately discontinue all sales to the third party.

4.3.9 - Online Retailing

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

4.3.10 - Banner Advertising

You may place banner advertisements on a website provided you use BluPrint Worldwide-approved templates and images from your Business Support Suite. All banner advertisements must link to your Replicated 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 BluPrint Worldwide products or the BluPrint Worldwide opportunity. Banner advertisements may not be placed on any website that contains any violent, hateful, pornographic, or illegal content or any other content which may damage BluPrint Worldwide's reputation. Whether content is or may be damaging to BluPrint Worldwide's reputation shall be in the sole discretion of BluPrint Worldwide.

4.3.11 - 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.

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

Affiliates may upload, submit or publish BluPrint Worldwide-related video, audio or photo content that they develop and create so long as it aligns with BluPrint Worldwide's values, contributes to the BluPrint Worldwide community greater good, and is in compliance with BluPrint Worldwide's Policies and Procedures. All submissions must clearly identify you as an Independent BluPrint Worldwide 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 BluPrint Worldwide or captured at official BluPrint Worldwide events or in buildings owned, leased, or operated by BluPrint Worldwide without prior written permission from BluPrint Worldwide.

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

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

4.3.14 - Domain Names and Email Addresses

Except as set forth in the Affiliate Website Application and Agreement, Affiliates may not use or attempt to register any of BluPrint Worldwide's 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.

4.3.15 - Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should you utilize any form of social media, including but not limited to Facebook, Instagram, Snapchat, Twitter, LinkedIn, YouTube, Tik Tok, Snapchat or Pinterest, you agree to each of the following:

- ❖ No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to your BluPrint Worldwide Replicated Website.
- ❖ It is your responsibility to follow the social media site's Terms of Use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's Terms of Use.
- ❖ Any social media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote BluPrint Worldwide's products or the BluPrint Worldwide opportunity may not link to any website, social media site, or site of any other nature, other than the Affiliate's BluPrint Worldwide replicated website.
- ❖ 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 BluPrint Worldwide business or BluPrint Worldwide's products to directly or indirectly solicit BluPrint Worldwide Affiliates for another direct

selling, multilevel marketing 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 non-solicitation provision in Section 4.11 (Conflicts of Interest) below.

- ❖ Affiliates who engage in another Direct Selling Business (as defined in Section 4.11.2) must not, directly, indirectly or through a third party use any social media account (e.g., Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, etc.) that the Affiliate currently uses or has used in the past to promote or discuss BluPrint Worldwide, its products, programs, services or the business opportunity (“BluPrint Worldwide Social Media”), to promote another Direct Selling Business. If an Affiliate is involved in another Direct Selling Business, the Affiliate must create a separate social media account to promote the other Direct Selling Business. Affiliates are also prohibited from “cross-posting” from their other Direct Selling Business social media account on to the Affiliate’s BluPrint Worldwide Social Media and vice versa.
- ❖ An Affiliate may post or “pin” photographs of BluPrint Worldwide products on a social media site, but only photos that are provided by BluPrint Worldwide and downloaded from the Affiliate’s Back-Office may be used.

In addition to the requirements specified in elsewhere in these Policies and Procedures, if an Affiliate utilizes any form of Social Media, he or she agrees to each of the following:

- a. To generate sales and/or enroll an Affiliate, a Social Media site must link only to the Affiliate’s replicated website.
- b. Other than Pinterest and similar Social Media sites, any Social Media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote BluPrint Worldwide products or the BluPrint Worldwide opportunity may not link to any website, Social Media site, or site of any other nature, other than the Affiliate’s replicated website.
- c. If an Affiliate creates a business profile page on any Social Media site that promotes or relates to BluPrint Worldwide, its products, or opportunity, the business profile page must relate exclusively to the Affiliate’s BluPrint Worldwide business and BluPrint Worldwide products. If the Affiliate’s BluPrint Worldwide business is terminated for any reason, or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

4.3.16 - Prohibited Postings

An Affiliate may not make any postings, or link to any postings or other material that are:

- a. Sexually explicit, obscene, or pornographic;
- b. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- c. Graphically violent, including any violent video game images;
- d. Solicitous of any unlawful behavior;
- e. Engaged in personal attacks on any individual, group, or entity; or
- f. In violation of any intellectual property rights of the Company or any third party.

4.3.17 - Responding to Negative Posts

An Affiliate is prohibited from conversing with others who place a negative post against them, other Affiliates or the Company. The Affiliate must report negative posts to BluPrint Worldwide's Compliance Department at Compliance@bluprintworldwide.com.

4.4 - 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 BluPrint Worldwide Affiliate by submitting an Affiliate Application and Agreement along with a properly completed Business Entity Registration Form 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 (legal or equitable) interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to BluPrint Worldwide, compliance with the BluPrint Worldwide Policies and Procedures, the BluPrint Worldwide Affiliate Agreement, and other obligations to BluPrint Worldwide.

4.4.4 - Addition or Removal of an Affiliated Party

When adding an Affiliated Party to an existing BluPrint Worldwide distributorship, the Company requires a signed written request as well as a properly completed Affiliate Agreement containing the original Applicant's and new Affiliated Party's/Parties' information, tax identification numbers and signatures. BluPrint Worldwide may, at its discretion, require notarized documents before adding an Affiliated party to a BluPrint Worldwide business.

To prevent the circumvention of Sections 4.25 (Sale, Transfer or Assignment of BluPrint Worldwide Business) and 4.5, (Change of Sponsor), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or BluPrint Worldwide, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify BluPrint Worldwide in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.25 (Sale, Transfer or Assignment of BluPrint Worldwide Business). In addition, the Affiliated Party terminating his, her, its or their interest in the Business Entity may not participate in any other BluPrint Worldwide business for six consecutive calendar months in accordance with Section 4.5.2 (Termination and Re-application). If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.25 (Sale, Transfer or Assignment of BluPrint Worldwide Business).

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. The original documents (not copies) relating to addition or removal of an Affiliate Party must be submitted to BluPrint Worldwide's Customer Service Department by mail or overnight courier to P. O. Box 122348, Arlington, Texas 76012. Please allow thirty (30) days after the receipt of the request by BluPrint Worldwide for processing.

The modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5 (Change of Sponsor), below.

4.4.5 - Changes to a Business Entity

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

4.5 - Change of Sponsor

BluPrint Worldwide prohibits changes in sponsorship. Except as set forth herein, the transfer of a BluPrint Worldwide business from one sponsor to another is not permitted. In order to protect all Sponsors, no Affiliate may interfere with the relationship between another Affiliate and his or her Sponsor in any way. An Affiliate may not offer, entice, encourage, solicit, recruit, or otherwise influence or attempt to persuade another Affiliate to change his or her Sponsor or line of sponsorship, either directly or indirectly.

4.5.4 - Misplacement

In cases in which the new Affiliate is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, 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 seven (7) days from the date of enrollment. The Affiliate requesting the change has the burden of proving that he or she was placed beneath the incorrect sponsor. It is up to BluPrint Worldwide's discretion whether the requested change will be implemented.

4.5.5 - Termination and Re-application

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

4.5.6 - Waiver of Claims

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by an Affiliate, BluPrint Worldwide 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 BLUPRINT WORLDWIDE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM BLUPRINT WORLDWIDE'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

4.6 - Unauthorized Claims and Actions

4.6.4 - Indemnification

An Affiliate is fully responsible for all of his or her verbal and written statements made regarding BluPrint Worldwide products, services, and the Compensation Plan that are not expressly contained in official BluPrint Worldwide 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 BluPrint Worldwide and BluPrint Worldwide's directors, officers, employees, and agents (collectively referred to herein as "Affiliates"), and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by BluPrint Worldwide as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Affiliate Agreement.

4.6.5 - Compensation Plan Claims

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

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

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

4.6.6 - Income Claims

Because BluPrint Worldwide Affiliates do not have the data necessary to comply with the legal requirements for making income claims, an Affiliate, when presenting or discussing the BluPrint Worldwide opportunity or Compensation Plan to a prospective Affiliate, may not make income projections, income claims, or disclose his or her BluPrint Worldwide income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), unless he or she provides a BluPrint Worldwide Income Disclosure Statement to each prospective Affiliate.

4.6.7 - Income Disclosure Statement

BluPrint Worldwide's corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we have developed the BluPrint Worldwide Income Disclosure Statement ("IDS"). The BluPrint Worldwide IDS is designed to convey

truthful, timely, and comprehensive information regarding the income that BluPrint Worldwide Affiliates earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Affiliates. The failure to comply with this policy constitutes a significant and material breach of the BluPrint Worldwide Affiliate Agreement and will be grounds for disciplinary sanctions, including termination, pursuant to Section 9.1 (Disciplinary Sanctions).

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

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

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

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

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

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Affiliate or Affiliates in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claims is made, you must provide every prospective Affiliate with a copy of the IDS and you must display at least one (3 foot x 5 foot poster board) in the front of the room in reasonably close proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Compensation Plan or the making of an income claim.

Copies of the IDS may be printed or downloaded without charge from the corporate website at <http://www.bluprintworldwide.com/IDS>.

Affiliates who make or submit any posts to any social media website in which the Compensation Plan or income claims are present must incorporate the IDS or a link to the IDS (<http://www.BluPrint Worldwide.com/IDS>) into each such post at the time he or she makes or submits the post. In addition, Affiliates who make such posts must use one of the following “pointers” to alert readers or viewers to the link to the IDS: (1) If the link is immediately next to the income claim – “IMPORTANT - Please click this link (<http://www.bluprintworldwide.com/IDS>) for complete information about Affiliate earnings with BluPrint Worldwide.”; (2) If the link is not immediately next to the income claim – “IMPORTANT - Please click the link below for complete information about Affiliate earnings with BluPrint Worldwide.” And at the bottom of the social media post insert – “IMPORTANT - Please see the BluPrint Worldwide Income Disclosure Statement at <http://www.bluprintworldwide.com/IDS> for complete information about Affiliate earnings with BluPrint Worldwide.” All pointers must be clear and conspicuous. “Clear and conspicuous” means that at the very minimum, the type size of the pointer must be at least as large and the predominant text that is used in the Resource.

4.7 - Commercial Outlets

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

4.8 - Military Installations

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

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

Any Affiliate who intends to engage in commercial solicitation activities on a military installation must be aware of and become completely familiar with the applicable military Regulation or Instruction. There are many activities that are permissible in a civilian environment that are not

permissible on a military installation. Some of these activities include, but are not limited to:

- ❖ Solicitation during enlistment or induction processing or during basic combat training, and within the first half of the one station unit training cycle.
- ❖ Solicitation of “mass,” “group,” or “captive” audiences.
- ❖ Making appointments with or soliciting military personnel during their normally-scheduled duty hours.
- ❖ Soliciting without an appointment in areas used for housing or processing transient personnel, or soliciting in barracks areas used as quarters.
- ❖ Use of official military identification cards or vehicle decals by active duty, retired, or reserve members of the military services to gain access to Army installations for the purpose of soliciting. (When entering the installation for the purpose of solicitation, Affiliates with military identification cards and/or installation vehicle decals must present documentation issued by the installation authorizing solicitations.)
- ❖ Offering rebates to promote transaction or to eliminate competition.
- ❖ Any oral or written representations which suggest or appear that the military branch sponsors or endorses the Company or its Affiliates, or the goods, services, and commodities offered for sale.
- ❖ The designation of any agent or the use by any agent of titles (for example, “Battalion Insurance Counselor,” “Unit Insurance Advisor,” “Servicemen’s Group Life Insurance Conversion Affiliate”) that in any manner states or implies any type of endorsement from the U.S. Government, the Armed Forces, or any State or Federal agency or Government entity.
- ❖ Entry into any unauthorized or restricted area.
- ❖ Distribution of literature other than to the person being interviewed.
- ❖ Contacting military personnel by calling a Government telephone, faxing to a Government fax machine, or sending e-mail to a Government computer, unless a pre-existing relation (that is, the military member is a current client or requested to be contacted) exists between the parties and the military member has not asked for the contact to be terminated.
- ❖ Soliciting door to door or without an appointment.

The foregoing items are not an all-inclusive list. There are many more prohibited activities that are addressed in the applicable military Regulation or Instruction. The violation of military Regulations or Instructions by one Affiliate could jeopardize the ability of all BluPrint Worldwide Affiliates to engage in commercial solicitation activities on a particular military installation or even the entire branch of the military involved (e.g., Army, Air Force, Navy, Marines, or Coast Guard).

4.9 - Trade Shows, Expositions and Other Sales Forums

Affiliates may display and/or sell BluPrint Worldwide products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Affiliates must contact the Affiliate Services department in writing for conditional approval, as BluPrint Worldwide’s policy is to authorize only one BluPrint Worldwide 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 info@bluprintworldwide.com. BluPrint Worldwide 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 BluPrint Worldwide 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 BluPrint Worldwide wishes to portray.

4.10 - Conflicts of Interest

4.10.4 - Crossline Recruiting and Communication

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

For the purposes of this Section 4.10.1, the term "crossline recruiting" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, of another BluPrint Worldwide Affiliate or Customer to enroll, join, or otherwise participate in another BluPrint Worldwide marketing organization, downline, or line of sponsorship other than the one in which he, she, or it originally enrolled.

Affiliates are strictly prohibited from meeting privately with crossline Affiliates without the presence of one or more common upline Affiliate(s), in person, telephonically, online or via any other method of communication. For the purposes of these Policies and Procedures:

- ❖ "Crossline Affiliate" means any Affiliate who is not in the Inviting Affiliate's enrollment tree upline or downline.
- ❖ "Meeting" includes, but is not limited to, the act of coming together and/or an occasion in which two or more people come together to discuss or decide something, via any means including in-person, telephonically, online or via any other method of communication.

The "Inviting Affiliate" is strictly prohibited from inviting or allowing into any social media group any Crossline Affiliates.

4.10.5 - Nonsolicitation

BluPrint Worldwide Affiliates are free to participate in other direct selling, multilevel marketing or network marketing entities, businesses, organizations, opportunities, or ventures (collectively referred to as a "Direct Selling Business"). As an Affiliate, you recognize BluPrint Worldwide's legitimate interests in protecting, during the term of your Affiliate Agreement and for a reasonable period of time following its termination, BluPrint Worldwide's relationships with its Customers and Affiliates. Accordingly, you understand and agree that during the term of this Agreement, any renewal or extension hereof, and for a period of one (1) year following the termination of your Independent Affiliate Agreement for any reason whatsoever, with the exception of an Affiliate who is personally sponsored by the Affiliate (or former Affiliate, as may be applicable), you may not and will not recruit

(as defined below) any BluPrint Worldwide Affiliate or Customer for another Direct Selling Business.

Affiliates and the Company recognize that because direct selling 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 BluPrint Worldwide agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which BluPrint Worldwide Affiliates are located. This provision shall survive the termination or expiration of the Affiliate Agreement for a period of one (1) year.

The Affiliate recognizes BluPrint Worldwide's legitimate interest in protecting, for a reasonable period of time following the termination of the Affiliate's Agreement, those Affiliates and Customers with which the Affiliate will be, is or was associated during the term of his, her or its Affiliate Agreement, and any renewals or extensions thereof. Accordingly, the Affiliate understands and agrees that for a period of one (1) year following the termination of his, her or its Affiliate Agreement for any reason whatsoever, he, she or it will not, directly or indirectly, recruit any BluPrint Worldwide Affiliate or Customer to another network marketing business.

For the purposes of this Section 4.10.2, the term "recruit" means the actual or attempted, sponsorship, solicitation, enrollment, encouragement, counsel, aid, consultation or effort to influence in any way (either directly, indirectly, or through a third party) another BluPrint Worldwide Affiliate or Customer to: (1) enroll, join, or otherwise participate in another Direct Selling Business; (2) to purchase the products or services of another network marketing business; or (3) terminate or alter his or her business or contractual relationship with the BluPrint Worldwide. The term "recruit" also includes the above activities in the event that the Affiliate's actions are in response to an inquiry made by another Affiliate or Customer.

4.10.6 - Affiliate Participation in Other Network Marketing Programs

If an Affiliate is engaged in another non-BluPrint Worldwide Direct Selling Business, it is the responsibility of the Affiliate to ensure that his or her BluPrint Worldwide business is operated entirely separate and apart from any other Direct Selling Business. To this end, the following must be adhered to:

- ❖ Affiliates must not offer, present, display, market, promote or sell (collectively referred to herein as "promote") or attempt to promote any non-BluPrint Worldwide programs, products or services to BluPrint Worldwide Customers or Affiliates. This provision does not apply where professional services are the primary source of revenues and the product sales are secondary to the provision of such services (e.g., professional offices, such as accountants, attorneys, financial advisors). However, an Affiliate may promote non-BluPrint Worldwide products or services to BluPrint Worldwide Customers or Affiliates who are personally-sponsored.
- ❖ Affiliates shall not promote BluPrint Worldwide promotional material, sales aids, products or services with or in the same location as, any non-BluPrint Worldwide promotional material or sales aids, products or services.

- ❖ Affiliates shall not promote the BluPrint Worldwide opportunity, products or services in any venue, location or media (collectively referred to herein as “Venues”), including, but not limited to, physical, electronic, virtual, telephonic, video or any form of social media Venue, to prospective or existing BluPrint Worldwide Customers or Affiliates in conjunction with any non-BluPrint Worldwide program, opportunity, product or service.
- ❖ In the event that an Affiliate wants to promote a non-BluPrint Worldwide Direct Selling Business, opportunity or products/services via any form of social media, the Affiliate may not include any non-BluPrint Worldwide Direct Selling Business, products, services or opportunity within the same social media account in which BluPrint Worldwide, its opportunity or its product and services are promoted. That is to say, an Affiliate who wants to promote both the BluPrint Worldwide opportunity, products or services and a non-BluPrint Worldwide opportunity, products or services must do so through two completely separate and discrete social media accounts.
- ❖ Affiliates may not promote any non-BluPrint Worldwide products, services or opportunity at any BluPrint Worldwide-related meeting, seminar, convention, webinar, teleconference, or other function.
- ❖ Affiliates may not produce any literature, audio or video recording or promotional material of any nature (including but not limited to social media postings and emails) which is used by the Affiliate or any third person to recruit Affiliates or customers to participate in any other Direct Selling Business;
- ❖ Affiliates may not engage or participate in any activity that may reasonably be foreseen to draw an inquiry from BluPrint Worldwide’s Affiliates or customers relating to the Affiliate’s other Direct Selling Business activities, products or services.

All of these provisions as outlined in this Section 4.10.3 shall survive the termination or expiration of the Affiliate Agreement for a period of one (1) year after such termination or expiration.

4.10.7 - **Confidential Information**

“Confidential Information” includes, but is not limited to, Downline Genealogy Reports, the identities of BluPrint Worldwide customers and Affiliates, contact information of BluPrint Worldwide customers and Affiliates, Affiliates’ personal and group sales volumes, Affiliate rank and/or achievement levels, and other financial and business information. All Confidential Information (whether oral or in written or electronic form) is proprietary information of BluPrint Worldwide and constitutes a business trade secret belonging to BluPrint Worldwide. 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 BluPrint Worldwide. 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 BluPrint Worldwide business. Affiliates may not use the reports for any purpose other than for developing, managing, or operating their BluPrint Worldwide 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 BluPrint Worldwide agree that, but for this agreement of confidentiality and nondisclosure, BluPrint Worldwide 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:

- ❖ Directly or indirectly disclose any Confidential Information to any third party;
- ❖ Directly or indirectly disclose the password or other access code to his or her back-office;
- ❖ Use any Confidential Information to compete with BluPrint Worldwide or for any purpose other than promoting his or her BluPrint Worldwide business;
- ❖ Recruit or solicit any Affiliate or Customer of BluPrint Worldwide 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 BluPrint Worldwide, to alter their business relationship with BluPrint Worldwide; or
- ❖ 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 BluPrint Worldwide. Upon nonrenewal or termination of the Agreement, Affiliates must immediately discontinue all use of the Confidential Information and if requested by the BluPrint Worldwide promptly return all materials in their possession to the BluPrint Worldwide within five (5) business days of request at their own expense.

4.11 - Targeting Other Direct Sellers

BluPrint Worldwide does not condone Affiliates specifically or consciously targeting the sales force of another direct sales company to sell BluPrint Worldwide products or to become Affiliates for BluPrint Worldwide, nor does BluPrint Worldwide 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, BluPrint Worldwide will not pay any of the Affiliate's defense costs or legal fees, nor will BluPrint Worldwide indemnify the Affiliate for any judgment, award, or settlement.

4.12 - 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 BluPrint Worldwide in writing within 60 days of the date of the purported error or incident in question. BluPrint Worldwide will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

4.13 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Affiliates shall not represent or imply that

BluPrint Worldwide or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.14 - Holding Applications or Orders

Affiliates must not manipulate enrollments of new applicants and purchases of products. All Affiliate Applications and Agreements, and product orders must be sent to BluPrint Worldwide within one (1) week from the time they are signed by an Affiliate or placed by a Customer, respectively.

4.15 - Income Taxes

Each Affiliate is responsible for paying local, state, and federal taxes on any income generated as an Independent 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 BluPrint Worldwide business is tax exempt, the Federal tax identification number must be provided to BluPrint Worldwide. Every year, BluPrint Worldwide will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (1) had earnings of over \$600 in the previous calendar year; or (2) made purchases during the previous calendar year in excess of \$5,000.

4.16 - Independent Contractor Status

Affiliates are independent contractors. The agreement between BluPrint Worldwide 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.

4.17 - Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's or renter'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 homeowner's or renter's policy.

4.18 - International Marketing

Affiliates are authorized to promote and/or sell BluPrint Worldwide products and services, and enroll Customers or Affiliates only in the countries in which BluPrint Worldwide is authorized to conduct business, as announced in official Company literature (an "Official Country"). BluPrint Worldwide products or sales aids may not be given, transferred, distributed, shipped into or sold in any Unauthorized Country (see definition below). Affiliates not may sell, give, transfer, or distribute BluPrint Worldwide products or sales aids from one Official Country into another Official Country.

Affiliates have no authority to take any steps in any country toward the introduction or furtherance of the Company. This includes, but is not limited to, any attempt to register, reserve or

otherwise secure any Company names, trademarks, trade names, copyright, patent, other intellectual property, to secure approval for products or business practices, or to establish business or governmental contacts. You agree to indemnify the Company for all costs incurred by it for any remedial action needed to exonerate the Company in the event you improperly act purportedly on behalf of the Company.

Only after the Company has announced that a country is officially open for business (an “Official Country”) may Affiliates conduct business in that Official Country by promoting the Company (or related entity) and/or promoting, marketing or selling Products, and enrolling other Affiliates or Customers. Affiliates are required to follow all laws, rules and regulations of the Official Country. Affiliate may use only promotional materials approved by the Company for use in an Official Country and sell only products approved for sale in that country.

In addition, no Affiliate may, in any Unauthorized Country:

- advertise the Company, the Compensation Plan or its products;
- offer Company products for sale or distribution
- conduct sales, enrollment or training meetings;
- enroll or attempt to enroll potential Customers or Affiliates;
- Accept payment for enrollment or recruitment from citizens of countries where BluPrint Worldwide does not conduct business;
- promote international expansion via the Internet or in promotional literature; or
- conduct any other activity for the purpose of selling BluPrint Worldwide products, establishing a marketing organization, or promoting the BluPrint Worldwide opportunity.

An Affiliate is solely responsible for compliance with all laws, tax requirements, immigration customs laws, rules and regulations of any country in which he or she conducts business. Affiliates accept the sole responsibility to conduct their independent businesses lawfully within each country in which he or she conducts business.

An Affiliate’s right to receive commissions in a country may be revoked at any time if the Company determines that he or she has not conducted business in particular country in accordance with the terms and conditions contained herein or the governing operations within such country.

The Company reserves the right to establish additional policies and procedures that are applicable to a specific country. An Affiliate who conducts business internationally agrees to abide by all special policies established by the Company for the specific country or countries in which he or she conducts business.

4.19 - Excess Inventory and Bonus Buying

Affiliates must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other Affiliate to buy more products than they can reasonably use or sell to retail customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank

advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice.

4.20 - Adherence to Laws, Regulations and the Agreement

Affiliates must comply with all federal, state, and local laws, regulations, ordinances, codes, and the terms of the Agreement in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to 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 the Compliance Department of BluPrint Worldwide. In addition, Affiliates must not recommend, encourage or teach other Affiliates to violate federal, state, or local laws, regulations, ordinances, codes, or the terms of the Agreement in the operation of their BluPrint Worldwide business.

4.21 - One BluPrint Worldwide Business Per Affiliate and Per Household

Except as provided in this section, an Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one BluPrint Worldwide business. No individual may have, operate or receive compensation from more than one BluPrint Worldwide business.

Individuals of the same Household may not enter into or have an interest in more than one BluPrint Worldwide 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 BluPrint Worldwide Compensation Plan, husbands and wives, common-law couples, or domestic partners (collectively "spouses"), or parents and their adult children (in the same household) who wish to become BluPrint Worldwide Affiliates must be jointly sponsored as one BluPrint Worldwide business. Spouses, regardless of whether one or both are signatories to the Affiliate Application and Agreement, may not own or operate any other BluPrint Worldwide business, either individually or jointly, nor may they participate directly, indirectly or equitably (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another BluPrint Worldwide business in any form. An exception to the one business per Affiliate per household rule will be considered on a case by case basis if two 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 compliance@bluprintworldwide.com.

4.22 - Actions of Household Members or Affiliated Parties

If any member of an Affiliate's Household or any member of an Affiliated Party's Household, engages in any activity which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and BluPrint Worldwide may take disciplinary action pursuant to these Policies and Procedures against the Affiliate. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and BluPrint Worldwide may take disciplinary action against the Business Entity. Likewise, if an Affiliate enrolls in BluPrint Worldwide as a Business Entity, each

Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

4.23 - Roll-up of Marketing Organization

When a vacancy occurs in a Marketing Organization due to the termination of a BluPrint Worldwide business, each Affiliate in the first level immediately below the terminated Affiliate on the date of the termination will be moved to the first level (“front line”) of the terminated Affiliate’s sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will “roll-up” to A and become part of A’s first level.

4.24 - Sale, Transfer or Assignment of BluPrint Worldwide Business

Although a BluPrint Worldwide business is a privately owned and independently operated business, the sale, transfer or assignment of a BluPrint Worldwide business, and the sale, transfer, or assignment (collectively referred to herein as “transfer”) of an interest in a Business Entity that owns or operates a BluPrint Worldwide business, is subject to certain limitations. If an Affiliate wishes to transfer his or her BluPrint Worldwide business, or transfer an interest in a Business Entity that owns or operates a BluPrint Worldwide business, the following criteria must be met:

- ❖ The business must be at or above the rank of Financial Director.
- ❖ The selling Affiliate must offer BluPrint Worldwide the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. BluPrint Worldwide shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- ❖ The buyer or transferee must become a qualified BluPrint Worldwide Affiliate. If the buyer is an active BluPrint Worldwide Affiliate, he or she must first terminate his or her BluPrint Worldwide business and wait six calendar months before acquiring any interest in a different BluPrint Worldwide business.
- ❖ Before the transfer can be finalized and approved by BluPrint Worldwide, any debt obligations the selling party has with BluPrint Worldwide must be satisfied.
- ❖ The transferring party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to transfer a BluPrint Worldwide business.

Prior to transferring an independent BluPrint Worldwide business or Business Entity interest, the transferring Affiliate must notify BluPrint Worldwide’s Compliance Department in writing and advise of his or her intent to transfer his/her BluPrint Worldwide business or Business Entity interest. The transferring Affiliate must receive written approval from the Compliance Department before proceeding with the transfer. The decisions of BluPrint Worldwide regarding a transfer shall be made in its sole and absolute discretion. No changes in line of sponsorship can result from the transfer of a BluPrint Worldwide business. In the event that an Affiliate transfers his or her BluPrint Worldwide business without the express written approval of the Compliance Department, such transfer shall be voidable in the sole and absolute discretion of BluPrint Worldwide.

4.25 - Separation of a BluPrint Worldwide Business

BluPrint Worldwide Affiliates sometimes operate their BluPrint Worldwide businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or

other Business Entities. At such time as a marriage may end in divorce or a corporation, limited liability company, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

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

- ❖ One of the parties may, with consent of the other(s), operate the BluPrint Worldwide business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize BluPrint Worldwide to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee.
- ❖ The parties may continue to operate the BluPrint Worldwide business jointly on a “business-as-usual” basis, whereupon all compensation paid by BluPrint Worldwide 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 BluPrint Worldwide split commission and bonus checks between divorcing spouses or members of dissolving entities. BluPrint Worldwide will recognize only one downline organization and will issue only one commission check per BluPrint Worldwide 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 BluPrint Worldwide business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as 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.

4.26 - Sponsoring Online

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

4.27 - 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, including but not limited to, letters of administration, letter testamentary and the Final Order of Probate. Accordingly, an Affiliate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a BluPrint Worldwide 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:

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

4.27.4 - Transfer Upon Death of an Affiliate

To effect a testamentary transfer of a BluPrint Worldwide business, the executor of the estate must provide the following to BluPrint Worldwide: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to BluPrint Worldwide specifying to whom the business and income should be transferred.

4.27.5 - Transfer Upon Incapacitation of an Affiliate

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

4.28 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although BluPrint Worldwide 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 BluPrint Worldwide businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a BluPrint Worldwide product or service, or to recruit them for the BluPrint Worldwide opportunity. "Cold calls" made to prospective customers or Affiliates

that promote either BluPrint Worldwide's products or services or the BluPrint Worldwide 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:

- ❖ 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.
- ❖ 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.
- ❖ 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.
- ❖ You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.
- ❖ Affiliates shall not use automatic telephone dialing systems or software relative to the operation of their BluPrint Worldwide businesses.
- ❖ Affiliates shall not place or initiate any outbound telephone call to any person who delivers any pre-recorded message (a "robocall") regarding or relating to the BluPrint Worldwide products, services or opportunity.

4.29 - Back Office Access

BluPrint Worldwide 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 BluPrint Worldwide business and to increase sales of BluPrint Worldwide products. However, access to a back office is a privilege, and not a right. BluPrint Worldwide reserves the right to deny Affiliates' access to the back office at its sole discretion.

4.30 - Unauthorized Communication

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

SECTION 5 - RESPONSIBILITIES OF AFFILIATES

5.2 - Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that the BluPrint Worldwide's files are current. Street addresses are required for shipping since UPS and FedEx 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 BluPrint Worldwide's Corporate Offices to the attention of the Affiliate Services Department. To guarantee proper delivery, two weeks advance notice must be provided to BluPrint Worldwide on all changes. In the alternative, an Affiliate's whose contact information changes may amend their contact information through their Affiliate Business Support Suite.

5.3 - Continuing Development Obligations

5.3.4 - Ongoing Training

Any Affiliate who sponsors another Affiliate into BluPrint Worldwide must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her BluPrint Worldwide 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, electronic mail, and the accompaniment of downline Affiliates to BluPrint Worldwide meetings, training sessions, and other functions. Upline Affiliates are also responsible to motivate and train new Affiliates in BluPrint Worldwide product knowledge, effective sales techniques, the BluPrint Worldwide Compensation Plan, and compliance with Company Policies and Procedures and applicable laws. Communication with and the training of downline Affiliates must not, however, violate Sections 4.1 and/or 4.2 (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.

5.3.5 - Increased Training Responsibilities

As Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the BluPrint Worldwide program. They will be called upon to share this knowledge with lesser experienced Affiliates within their organization.

5.3.6 - 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.

5.3.7 - Reporting Policy Violations

Affiliates who are aware of a violation of these Policies and Procedures by another Affiliate must submit a written report of the violation directly to the attention of BluPrint Worldwide's Compliance Department by mail or email at compliance@bluprintworldwide.com. Details of the incident in question such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. Any incident reported to the Compliance Department must have supporting documentation such as images, screenshots, text messages, emails, etc.. Any incident reported without proper supporting documentation will not be reviewed.

5.4 - Nondisparagement

BluPrint Worldwide wants to provide its independent Affiliates with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to compliance@bluprintworldwide.com. Remember, to best serve you, we must hear from you! While BluPrint Worldwide welcomes constructive input, negative comments and remarks made in the field by Affiliates about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other BluPrint Worldwide Affiliates.

For this reason, and to set the proper example for their downline, during the term of this Agreement and at any time thereafter, Affiliate agrees not make any false, derogatory, demeaning or disparaging statements (collectively "disparage") or encourage or induce others to disparage BluPrint Worldwide, other BluPrint Worldwide Affiliates, the Compensation Plan or any of BluPrint Worldwide's past and present owners, officers, directors, employees or products (the "Company Parties") including, but not limited to: (i) making any statements, or take any other actions whatsoever, to disparage, defame, demean, sully or compromise the goodwill, name, brand or reputation of the Company, its products, Marketing and Compensation Plan, Customers, Affiliates or any of its BluPrint Worldwide Affiliates (as defined in Section 4.6.1) (collectively, the "Company Goodwill") or (ii) committing any other action that could likely injure, hinder or interfere with the Business, business relationships or Company Goodwill of the Company, its Affiliates or its Customers.

For purposes of this Section 5.3, the term "disparage" includes, without limitation, comments or statements to the press, any media outlet, industry group, financial institution, the BluPrint Worldwide's Affiliates, employees or to any individual or entity with whom BluPrint Worldwide has a business relationship (including, without limitation, any vendor, supplier, Customer, Affiliate or independent contractor), social media posts, or any public statement, that in each case is intended to, or can be reasonably expected to, materially damage any of the Company Parties. Notwithstanding the foregoing, nothing in this Section 5.3 shall prevent an Affiliate from making any truthful statement to the extent, but only to the extent: (1) necessary with respect to any litigation, arbitration or mediation involving this Agreement, including, but not limited to, the enforcement of this Agreement, in the forum in which such litigation, arbitration or mediation properly takes place; or (2) required by law, legal process or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with apparent jurisdiction over the Affiliate.

5.5 - Providing Documentation to Applicants

Affiliates must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Affiliates before the applicant

signs an Affiliate Agreement, or ensure that they have online access to these materials.

SECTION 6 - SALES REQUIREMENTS

6.2 - Product Sales

The BluPrint Worldwide Compensation Plan is based on the sale of BluPrint Worldwide products and services to end consumers. Affiliates must fulfill personal and organizational customer 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.

6.3 - No Territory Restrictions

There are no exclusive territories granted to anyone.

6.4 - Sales Receipts

BluPrint Worldwide will provide all Preferred customers and Affiliates with a copy of an official BluPrint Worldwide sales receipt at the time of the sale. The receipt sets forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Records documenting the purchases of Affiliates' Preferred Customers and personally-enrolled Affiliates will be maintained by BluPrint Worldwide. In addition, Affiliates must orally inform the buyer of his or her cancellation rights.

SECTION 7 - BONUSES AND COMMISSIONS

7.2 - Bonus and Commission Qualifications and Accrual

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, BluPrint Worldwide shall pay commissions to such Affiliate in accordance with the Marketing and Compensation plan. The minimum amount for which BluPrint Worldwide will issue a commission is Twenty Dollars (\$20.00). If an Affiliate's bonuses and commissions do not equal or exceed Twenty Dollars (\$20.00), the Company will accrue the commissions and bonuses until they total Twenty Dollars (\$20.00). Payment will be issued once Twenty Dollars (\$20.00) has been accrued. 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.

7.3 - Adjustment to Bonuses and Commissions

7.3.4 - Adjustments for Returned Products, Cancelled Services Disputed Charges and Chargebacks

Affiliates receive bonuses, commissions, or overrides based on the actual sales of products and services to end consumers. When a service is cancelled, a product is returned to BluPrint Worldwide for a refund or is repurchased by the Company, a purchaser disputes a charge for one or more product orders, or a purchaser initiates a chargeback through his or her bank or credit card issuer, any of the following may occur at the Company's discretion: (1) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service will be deducted from payments to the Affiliate and upline Affiliates who received bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered; (2) the Affiliate or upline Affiliates who earned bonuses, commissions, or overrides based on the sale of the returned product(s) or cancelled 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 (3) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled 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 cancelled service. In the event that the Company is unable, within six (6) months from the payment of any refund(s) by the Company or the debiting of any chargebacks, to recover all bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service(s) from the Affiliate or upline Affiliates who received them, the Company shall be entitled to assert a claim against such Affiliate(s) for payment.

7.3.5 - Hard Copy Commission Checks

The Company pays commissions via direct deposit into Affiliates' bank accounts or via direct payment onto a Company provided debit card. There is no charge for direct deposit. An Affiliate may also request a hard-copy. The Company will deduct a \$5.00 processing fee from each hard-copy commission check issued.

7.3.6 - Tax Withholdings

If an Affiliate fails to provide his or her correct tax identification number, BluPrint Worldwide will

deduct the necessary withholdings from the Affiliate's commission checks as required by law.

7.4 - Reports

All information provided by BluPrint Worldwide 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 BluPrint Worldwide or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BLUPRINT WORLDWIDE 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 BLUPRINT WORLDWIDE 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, BLUPRINT WORLDWIDE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

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

SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

8.2 - Product Guarantee and Rescission

BluPrint Worldwide offers a 100% fourteen (14) day money-back satisfaction guarantee to all Preferred Customers and Affiliates. This product satisfaction guarantee does not apply to the installation services related to a bot.

If an Affiliate a refund for any product or service two (2) times in any 12 consecutive month period, the request will constitute the Affiliate's voluntary termination of his/her Affiliate Agreement, and the refund will be processed as an inventory repurchase pursuant to Section 8.3, and the Affiliate's Agreement will be terminated and his or her BluPrint Worldwide business will be cancelled.

8.3 - Rescission

8.3.4 - Preferred Customers

Affiliates **MUST** verbally inform their Preferred Customers that they have three business days (excluding Sundays and legal holidays) (5 business days for Alaska residents) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Affiliates should also notify their Preferred Customers about these time limits at the time they enroll as a Preferred Customer and place their first order. Products shipped or fulfilled directly to a Preferred Customer by the Company must be returned to the Company and the refund will be issued to the Customer by the Company. Preferred Customers may contact the Company for a "call tag" that will provide return shipping back to the Company at no cost to the Customer.

8.4 - Return of Inventory and Sales Aids by Affiliates Upon Termination

Upon termination of an Affiliate's Agreement, the Affiliate may return Starter Kits, products, and sales aids that he or she personally purchased from BluPrint Worldwide (purchases from other Affiliates or third parties are not subject to refund) that are in Resalable (see Definition of "Resalable" below) condition and which have been purchased within one year prior to the date of termination. Upon receipt of a Resalable Starter Kit and/or Resalable products and sales aids, the Affiliate will be reimbursed 90% of the net cost of the original purchase price(s), less any amounts or compensation the Affiliate received on account of the purchase of the returned products.. Neither shipping and handling charges incurred by an Affiliate when the Starter Kit, products or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Affiliate was paid a commission, rebate, or any other form of compensation based on a product(s) that he or she purchased, and such product(s) is/are subsequently returned for a refund, the commission, rebate, or any other form of compensation that was paid based on that product purchase will be deducted from the amount of the refund.

Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) they are still in BluPrint Worldwide's current inventory;

(5) the expiration date(s) for any returned products has not passed; and (6) they are returned to BluPrint Worldwide within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable. Replicated Website fees are not refundable except as required by applicable state law.

8.3.1 Montana Residents

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

8.5 - Procedures for All Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

- ❖ All requests for a refund, repurchase, or exchange must be made by the Affiliate or Preferred Customer who purchased the item directly from BluPrint Worldwide.
- ❖ All tangible items to be returned must have a Return Authorization Number which is obtained by calling the Affiliate Services Department. This Return Authorization Number must be written on each carton returned.
- ❖ The return is accompanied by a copy of the original packing slip with the completed (and signed Customer Return information, if applicable);
- ❖ Proper shipping carton(s) and packing materials are to be used in packaging the items(s) being returned, and the best and most economical means of shipping is suggested. All returns must be shipped to BluPrint Worldwide shipping pre-paid. BluPrint Worldwide does not accept shipping-collect packages. The risk of loss in shipping for returned items shall be on the Affiliate. If the returned items are not received by the Company's Distribution Center, it is the responsibility of the Affiliate to trace the shipment.

No refund or replacement of any items will be made if the conditions of these rules are not met.

SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.2 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by 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 BluPrint Worldwide business), may result, at BluPrint Worldwide's discretion, in one or more of the following corrective measures:

- ❖ Issuance of a written warning or admonition;
- ❖ Requiring the Affiliate to take immediate corrective measures;
- ❖ Imposition of a fine, which may be withheld from bonus and commission checks;
- ❖ Loss of rights to one or more bonus and commission checks;
- ❖ BluPrint Worldwide may withhold from an Affiliate all or part of the Affiliate's bonuses and commissions during the period that BluPrint Worldwide is investigating any conduct allegedly violative of 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 BluPrint Worldwide website or website access;
- ❖ Any other measure expressly allowed within any provision of the Agreement or which BluPrint Worldwide 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 BluPrint Worldwide, the Company may institute legal proceedings for monetary and/or equitable relief.

9.3 - Grievances and Complaints

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective BluPrint Worldwide 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 the Affiliate Services Department at the Company. The Affiliate Services Department will review the facts and attempt to resolve it.

9.4 - Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Dallas, Texas, and shall last no more than two business days.

9.5 - Arbitration

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

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

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

All arbitration proceedings shall be held in Dallas, Texas. 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 parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

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

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

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

9.6 - Governing Law, Jurisdiction, and Venue

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

9.6.4 - Louisiana Residents

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

SECTION 10 - PAYMENTS

10.2 - Insufficient Funds and Insufficient Credit

All checks returned by an Affiliate's bank for insufficient funds will be re-submitted for payment. A \$25.00 returned check fee will be charged to the account of the Affiliate. After receiving a returned check from a customer or an Affiliate, all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to BluPrint Worldwide by an Affiliate for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks. BluPrint Worldwide is not obliged to contact you regarding orders that are canceled due to insufficient funds or credit. Affiliates must be sure that there are sufficient funds or credit available to cover any orders they place.

10.3 - Restrictions on Third Party Use of Credit Cards, Debit Cards and Bank Account Access

The use of a credit card, debit card or the making electronic payments from an account belonging to a third party has the potential to violate state and federal banking laws and dramatically increase the risk of fraudulent transactions. Such fraudulent transactions have the potential to jeopardize BluPrint Worldwide's merchant accounts and banking relationships, and ultimately its ability to conduct business.

For these reasons, an Affiliate shall not permit other Affiliates or Customers to use his or her credit card, debit card or permit debits to his or her checking or savings account, to enroll in or to make purchases from the Company. An Affiliate shall not use the credit card or debit card of a third party, or make debits to the checking or savings account of a third party, to enroll in or to make purchases from the Company.

10.4 - Sales Taxes

BluPrint Worldwide is required to charge sales taxes on all purchases made by Affiliates and Customers, and remit the taxes charged to the respective states. Accordingly, BluPrint Worldwide will collect and remit sales taxes on behalf of Affiliates, based on the suggested retail price of the products or the transaction price (if allowed by the state), according to applicable tax rates in the state or province to which the shipment is destined. If an Affiliate has submitted, and BluPrint Worldwide 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 (unless the state in question does not accept a Sales Tax Exemption Certificate and Sales Tax Registration License from a direct selling independent contractor). Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by BluPrint Worldwide is not retroactive.

SECTION 11 - INACTIVITY, RECLASSIFICATION AND TERMINATION

11.2 - Effect of Termination

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, BluPrint Worldwide shall pay commissions to such Affiliate in accordance with the Compensation 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, termination for inactivity, or voluntary or involuntary termination of his or her Affiliate Agreement (all of these methods are collectively referred to as "termination"), the former Affiliate shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. **An Affiliate whose business is cancelled will lose all rights as an Affiliate. This includes the right to sell BluPrint Worldwide 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 sales organization. In the event of termination, 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 termination of his or her Affiliate Agreement, the former Affiliate shall not hold himself or herself out as a BluPrint Worldwide Affiliate and shall not have the right to sell BluPrint Worldwide 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 termination (less any amounts withheld during an investigation preceding an involuntary termination).

11.3 - Termination Due to Inactivity

11.3.4 - Failure to Meet PV Quota

If an Affiliate fails to personally generate at least one active personally-enrolled Preferred Customer for 12 consecutive months, his or her Affiliate Agreement shall be canceled for inactivity.

11.3.5 - Failure to Pay Business Support Suite Website Fees

If an Affiliate fails to pay his/her monthly fee for the Business Support Suite, he/she will be inactive and not eligible to earn commissions that month.

11.3.6 - Reclassification Following Termination Due to Inactivity

If an Affiliate is cancelled for inactivity, his or her Affiliate Agreement will be terminated. If he or she is subscribed to one or more of the Company's subscription programs, the subscription program agreement shall remain in force and his or her status shall be that of a Preferred Customer.

11.4 - Involuntary Termination

An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by BluPrint Worldwide in its sole discretion, may result in any of the sanctions listed in

Section 9.1, including the involuntary termination of his or her Affiliate Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, or delivered to 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 termination, whichever occurs first.

BluPrint Worldwide reserves the right to terminate all Affiliate Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

11.5 - Voluntary Termination

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address. The written notice must include the Affiliate's signature, printed name, address, and Affiliate I.D. Number. In addition to written termination, Affiliates who have consented to Electronic Contracting will cancel their Affiliate Agreement should they withdraw their consent to contract electronically. If an Affiliate is also on one or more subscription programs, the Affiliate's subscriptions shall continue unless the Affiliate also specifically requests that his or her subscriptions also be canceled.

11.6 - 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 Affiliate Agreement will automatically terminate sixty (60) days after the anniversary date, unless the renewal fee is paid within that sixty (60) day time period. The Company may also elect not to renew an Affiliate's Agreement upon its anniversary date.

11.7 - Exceptions to Activity Requirements

11.7.4 - Maternity

A pregnant Affiliate shall be exempt from meeting her Personal Volume and Group Volume requirements for a period of three (3) months prior to and three (3) months following the birth of a child. The Affiliate should notify the Affiliate Services Department to request a Maternity Waiver Form.

11.7.5 - Military Deployment

Military personnel shall be exempt from meeting their Personal Volume and Group Volume requirements for the duration of the deployment and three (3) full calendar months thereafter while deployed into a foreign country. The Affiliate should notify the Affiliate Services Department to request a Deployment Waiver Form.

SECTION 12 - DEFINITIONS

Active Customer — A Preferred Customer who purchases BluPrint Worldwide products or services during a particular month.

Active Affiliate — An Affiliate who pays the monthly fee of \$17.99 for the Business Support Suite.

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

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

Agreement - The contract between the Company and each Affiliate includes the Affiliate Application and Agreement Terms and Conditions, the BluPrint Worldwide Policies and Procedures, the BluPrint Worldwide Compensation Plan, and the Business Entity Registration Form (where appropriate), all in their current form and as amended by BluPrint Worldwide in its sole discretion. These documents are collectively referred to as the “Agreement.”

Business Support Suite — A selection of BluPrint Worldwide training materials and business support information, and Affiliate replicated website that each Independent Marketing Affiliate is required to purchase.

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

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

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

Enroll — The act of introducing a prospective Affiliate to BluPrint Worldwide and assisting him or her to execute an Affiliate Application and Agreement and thereby become a BluPrint Worldwide Affiliate. These activities are called “enrolling.”

Enroller — The person who enrolls a prospective Affiliate into BluPrint Worldwide.

Group Volume — The commissionable value of services and products purchased by the Customers and Affiliates in the downline of a particular Affiliate.

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 downline. 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 enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A’s fourth level.

Official BluPrint Worldwide Material — Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by BluPrint Worldwide to Affiliates.

Personal Volume — The commissionable value of services and products purchased by: (1) an Affiliate; and (2) the Affiliate’s personally-enrolled Preferred Customers.

Rank — The “title” that an Affiliate holds pursuant to the BluPrint Worldwide Compensation Plan. “Title Rank” refers to the highest rank an Affiliate has achieved in the BluPrint Worldwide compensation 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 BluPrint Worldwide’s Conflict of Interest Policy (Section 4.10), 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 BluPrint Worldwide Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Replicated Website – A website provided by BluPrint Worldwide to Affiliates which utilizes website templates developed by BluPrint Worldwide.

Resalable — Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to BluPrint Worldwide within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

Retail Sales – Sales to a Preferred Customer.

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

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.