

PlanNet Marketing

STATEMENT OF POLICIES AND PROCEDURES

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SECTION 1 – INTRODUCTION

- 1.1 CODE OF ETHICS
- 1.2 POLICIES INCORPORATED INTO IR AGREEMENT
- 1.3 CHANGES TO THE IR AGREEMENT, POLICIES AND PROCEDURES, OR COMPENSATION PLAN
- 1.4 DELAYS
- 1.5 POLICIES AND PROVISIONS SEVERABLE
- 1.6 WAIVER

SECTION 2 –BECOMING AN INDEPENDENT REPRESENTATIVE

- 2.1 REQUIREMENTS TO BECOME AN IR
- 2.2 NEW IR REGISTRATION BY INTERNET OR FACSIMILE
- 2.3 IR BENEFITS
- 2.4 TERM AND RENEWAL OF A PLANNET MARKETING BUSINESS

SECTION 3 – INCOME DISCLOSURE POLICY

SECTION 4 – ADVERTISING

- 4.1 ADHERENCE TO THE PLANNET MARKETING COMPENSATION PLAN
- 4.2 USE OF SALES AID
- 4.3 INTELLECTUAL PROPERTY
- 4.4 WEB POLICY
- 4.5 ADVERTISED PRICE
- 4.6 MEDIA AND MEDIA INQUIRIES
- 4.7 UNSOLICITED EMAIL AND FAX COMMUNICATION

SECTION 5 – OPERATING A PLANNET MARKETING BUSINESS

- 5.1 - BUSINESS ENTITIES
 - 5.1.1 Changes to a Business Entity
 - 5.1.2 Change of Sponsor
 - 5.1.3 Change of Placement
- 5.2 UNAUTHORIZED CLAIMS AND ACTION
 - 5.2.1 Indemnification
 - 5.2.2 Endorsement of PlanNet Marketing Services
- 5.3 CONFLICTS
 - 5.3.1 Non-Solicitations
 - 5.3.2 Sale of Competing Goods Or Services
 - 5.3.3 Targeting Other Direct Sellers

- 5.3.4 Privacy and Confidentiality
- 5.3.5 The Data Management Rule
- 5.4 CROSS SPONSORING
- 5.5 GOVERNMENTAL APPROVAL OR ENDORSEMENT
- 5.6 IDENTIFICATION
- 5.7 INCOME TAXES
- 5.8 INDEPENDENT CONTRACTOR STATUS
- 5.9 BONUS BUYING
- 5.10 STACKING
- 5.11 ONE PLANNET MARKETING BUSINESS
- 5.12 SUCCESSION
- 5.13 SALE, TRANSFER, OR ASSIGNMENT OF A PLANNET MARKETING BUSINESS
- 5.14 SEPARATION OF A PLANNET MARKETING BUSINESS
- 5.15 SPONSORING

SECTION 6 RESPONSIBILITIES OF INDEPENDENT REPRESENTATIVES

- 6.1 CHANGE OF ADDRESS, TELEPHONE NO., EMAIL-ADDRESS
- 6.2 SPONSORING IR RESPONSIBILITIES
 - 6.2.1 Initial Training
 - 6.2.2 Ongoing Training Responsibilities
- 6.3 NON DISPARAGEMENT
- 6.4 REPORTING POLICY VIOLATIONS

SECTION 7 AUTOMATIC BILLING

- 7.1 BILLING

SECTION 8 BONUSES AND COMMISSIONS

- 8.1 BONUS AND COMMISSION QUALIFICATIONS
- 8.2 ERRORS OR QUESTIONS
- 8.3 BONUS BUYING PROHIBITED
- 8.4 REPORTS

SECTION 9 DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

- 9.1 DISCIPLINARY SANCTIONS
- 9.2 MEDIATION
- 9.3 ARBITRATION
- 9.4 GOVERNING LAW, JURISDICTION, AND VENUE

SECTION 10 EFFECT OF CANCELLATION

- 10.1 EFFECT OF CANCELLATION AND TERMINATION
- 10.2 NON-RENEWAL

SECTION 11 FRUSTRATION OF PURPOSE

SECTION 12 DEFINITIONS

SECTION 13 OPEN MARKETS

PLANNET MARKETING STATEMENT OF POLICIES AND PROCEDURES

Effective September 1, 2015

SECTION 1 – INTRODUCTION

1.1 - Code of Ethics

PlanNet Marketing (hereafter “PlanNet Marketing” or “the Company”) is a values-based company that prides itself on the quality and character of its Independent Representatives (hereinafter “IR”). The following guidelines help ensure a uniform standard of excellence throughout our organization. Every PlanNet Marketing IR is expected to practice the following ethical behavior when acting in the name of the company:

- A. I will be respectful of every person I meet while doing PlanNet Marketing related business.
- B. At all times I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.
- C. I will not engage in activities that would bring disrepute to PlanNet Marketing, any PlanNet Marketing corporate officer or employee, myself, or other IRs.
- D. I will not make discouraging or disparaging claims toward other PlanNet Marketing IRs. I will ensure that in all PlanNet Marketing business dealings I will refrain from engaging in negative language. I will refrain from making any type of slanderous statements.
- E. I will provide support and encouragement to my Customers to ensure that their experience with PlanNet Marketing is a successful one. I understand that it is important to provide follow-up service and support to my downline.
- F. I will abide by all of PlanNet Marketing’s Policies & Procedures now and as they may be amended in the future.

1.2 - Policies Incorporated Into IR Agreement

These Policies and Procedures (“Policies”), in their present form and as amended at the sole discretion of PlanNet Marketing, are incorporated into, and form an integral part of, the PlanNet Marketing IR Agreement (hereafter “IR Agreement”). Throughout these Policies, when the term “Agreement” is used, it collectively refers to the PlanNet Marketing IR Agreement, these Policies, and the PlanNet Marketing Compensation Plan. These documents are incorporated by reference into the IR Agreement (all in their current form and as amended by PlanNet Marketing). It is the responsibility of each IR to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new IR, it is the

responsibility of the sponsoring IR to provide the most current version of these Policies and Procedures prior to his or her execution of the IR Agreement.

1.3 - Changes to the IR Agreement, Policies and Procedures, or Compensation Plan

Because federal, state, and local laws, as well as the business environment, periodically change, PlanNet Marketing reserves the right to amend the Agreement and the prices in its PlanNet Marketing Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official PlanNet Marketing Materials. Amendments shall be effective upon publication in Official PlanNet Marketing Materials, including but not limited to, posting on PlanNet Marketing's website, e-mail distribution, publication in PlanNet Marketing's newsletter, product inserts, or any other commercially reasonable method. The continuation of an IR's PlanNet Marketing business or an IR's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

The ability to modify the agreement does not extend to the dispute resolution section in these Policies (Section 9), as those provisions can only be modified by way of mutual consent.

1.4 - Delays

PlanNet Marketing shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, flood, death, curtailment of a party's source of supply, or government decrees or orders.

1.5 –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 and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6 –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 PlanNet Marketing to exercise any right or power under the Agreement or to insist upon strict compliance by an IR 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 PlanNet Marketing's right to demand exact compliance with the Agreement. Waiver by PlanNet Marketing can be effectuated only in writing by an authorized officer of the Company.

SECTION 2 – BECOMING AN INDEPENDENT REPRESENTATIVE

2.1 - Requirements to Become an IR

To become a PlanNet Marketing IR, each applicant must:

- A. Be of legal age in his or her state of residence;
- B. Reside in (live in) the United States or other countries, which have been officially opened by PlanNet Marketing (see index for full list). It is not sufficient to be a citizen of a country where PlanNet Marketing is open for business, the IR must live in the country;
- C. Have a valid Social Security Number or equivalent information for foreign markets;
- D. Submit a properly completed and signed IR Agreement to PlanNet Marketing via electronically.

2.2 - New IR Registration by the Internet

A prospective IR may self-enroll on the sponsor's web site. In such event, instead of a physically signed IR agreement, PlanNet Marketing will accept the agreement by accepting the "electronic signature" stating the new IR has accepted the terms and conditions of the IR Agreement. Please note that such electronic signature constitutes a legally binding agreement between the IR and PlanNet Marketing.

2.3 - IR Benefits

Once an IR Agreement has been accepted by PlanNet Marketing, the benefits of the Compensation Plan and the IR Agreement are available to the new IR. These benefits include the right to:

- A. Sell PlanNet Marketing IntelTravel Agencies ("ITA");
- B. Participate in the PlanNet Marketing Compensation Plan (receive bonuses and commissions, if eligible);
- C. Sponsor other individuals as customers or IRs into the PlanNet Marketing business and thereby build an organization and progress through the PlanNet Marketing Compensation Plan;
- D. Receive periodic PlanNet Marketing literature and other PlanNet Marketing communications; and,
- E. Participate in PlanNet Marketing-sponsored support service training, motivational and recognition functions.

2.4-Terms and Renewal of a PlanNet Marketing Business

An IR must renew their IR status monthly by remaining current on their monthly administrative fee \$19.95. If the IR allows his or her business to expire due to nonpayment of the renewal fee, the IR will lose any and all rights to his or her downline organization unless the IR re-activates within 60 days following the expiration of the agreement.

If the former IR re-activates within the 60-day time limit, the IR will resume the rank and position held immediately prior to the expiration of the IR agreement. However, such IR's paid as level will not be restored unless he or she qualifies at that payout level in the new month. The IR is not eligible to receive commissions for the time period that the IR's business was expired.

Any IR terminated by PlanNet Marketing may not reapply to do business for 12 months from their termination

date.

SECTION 3 – INCOME DISCLOSURE POLICY

In an effort to conduct best business practices, PlanNet Marketing has developed the Income Disclosure Statement (“IDS”). The PlanNet Marketing IDS is designed to convey truthful, timely, and comprehensive information regarding the income that PlanNet Marketing IRs earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective IRs.

A copy of the IDS must be presented to a prospective IR (someone who is not a party to a current PlanNet Marketing IR 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 average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one IR earned over a million dollars last year” or “Our average ranking IR makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher-ranking IRs is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

In any meeting that is open to the public in which the Compensation Plan is discussed, or any type of income claim is made, you must provide every prospective IR with a copy of the IDS. Copies of the IDS may be printed or downloaded without charge from the company website at <https://www.plannetmarketing.com/en-us/Income-Disclosure>.

SECTION 4 – ADVERTISING

4.1 - Adherence to the PlanNet Marketing Compensation Plan

IRs must adhere to the terms of the PlanNet Marketing Compensation Plan as set forth in Official PlanNet Marketing Materials. IRs shall not offer the PlanNet Marketing opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official PlanNet Marketing Materials. IRs shall not require or encourage other current or prospective customers or IRs to participate in PlanNet Marketing in any manner that varies from the program as set forth in Official PlanNet Marketing Materials. IRs shall not require or encourage other current or prospective customers or IRs to execute any agreement or contract other than official PlanNet Marketing agreements and contracts in order to become a PlanNet Marketing IR. Similarly, IRs shall not require or encourage other current or prospective customers or IRs to make any purchase from, or payment to, any individual or other entity to participate in the PlanNet Marketing Compensation Plan other than those purchases or payments identified as recommended or required in Official PlanNet Marketing Materials.

4.2 - Use of Sales Aids

To promote both the services and the opportunity PlanNet Marketing offers, IRs must use the sales aids and support materials produced by PlanNet Marketing. If PlanNet Marketing IRs develop their own sales aids and

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

4.3 -Intellectual Property

PlanNet Marketing will not allow the use of its trade names, trademarks, designs, or symbols outside of corporate produced and approved sales aids by any person, including PlanNet Marketing IRs, without prior written authorization from PlanNet Marketing. Furthermore, no IR may use any trademarks owned by any of the PlanNet Marketing partners, specifically InteleTravel. IRs may not use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another IR without prior written consent from the named IR. This consent must be on file with PlanNet Marketing's Compliance department prior to any use.

4.4 –Web Policy

If an IR desires to utilize an Internet web page to promote his or her business, he or she may do so through Company authorized services only.

A. General

It is your obligation to ensure your online marketing activities are truthful, are not deceptive and do not mislead customers or potential IRs in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include representation in any manner that you are an authorized representative for PlanNet Marketing or InteleTravel.com, spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e., having the display URL of a PPC campaign appear to resolve to an official PlanNet Marketing Corporate Site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. PlanNet Marketing will be the sole determinant of truthfulness as to whether specific activities are misleading or deceptive.

B. Domain Names, email Addresses and Online Aliases

NO USE OF "PLANNET MARKETING" - You cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of, PlanNet Marketing by showing up as the sender of an email, website, Facebook account and other media. It is not permitted to use the name "PlanNet" or "PlanNet Marketing," or any derivative in domain names, email addresses, and/or online aliases.

Examples of the improper use include but are not limited to:

PlanNetMarketing@msn.com; www.PlanNetMarketingDirect.com; www.facebook.com/PlanNetMarketing or derivatives as described herein.

Examples of permitted URLs, email addresses, and online aliases might appear as follows:

facebook.com/ilovePlanNetMarketing; jimsmith@PlanNetMarketingIR.net.

Determinations as to what could cause confusion, mislead or be considered deceptive is at the sole discretion of PlanNet Marketing. If you have a question whether your chosen name is acceptable, you may submit it to compliance@PlanNetMarketing.com for review before use.

C. Approved IR Websites

The term *IR Website* refers to the IR website offered by PlanNet Marketing or an approved vendor to affiliates. The term *Social Media website* refers to any site that is not specifically prohibited within the terms and conditions of this Agreement, such as Facebook.com, MySpace.com, Twitter.com, YouTube.com, personal blogs or other personal websites. Job posting websites are NOT approved for use.

D. Banner Advertising

You may place banner advertisements on a website provided you use PlanNet Marketing-approved templates and images. All banner advertisements must link to your IR Website. You may not use *blind* ads or web pages that make non-compliant product or income claims that are ultimately associated with PlanNet Marketing products or the PlanNet Marketing business opportunity.

E. Social Networking Sites

You may use social networking websites (Facebook, Twitter, LinkedIn, blogs, forums and other social shared interest sites) to share information about the PlanNet Marketing product, mission and business opportunity and for prospecting and sponsoring. However, these sites may not be used to sell or offer to sell specific PlanNet Marketing services. Please do not use job posting websites or the section of an approved website that is reserved for job postings to share information about PlanNet Marketing or to sell PlanNet Marketing products or services. Examples of non-approved job posting sites are Craigslist, ZipRecruiter, CareerBuilder, Monster, Indeed and LinkedIn Job Search. This is not an all-inclusive list.

Profiles you generate in any social community where you mention or discuss PlanNet Marketing must clearly identify you as a PlanNet Marketing Independent Representative and must appear as described herein. When you participate in those communities you must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is

inappropriate is at PlanNet Marketing's sole discretion, and offending IRs will be subject to disciplinary action and/or termination.

If you create a group or page to promote your PlanNet Marketing business on a social media platform:

- You must not post or share any links to any website or social media account, page, or platform that promotes the products, services, or business program of any other marketing company. Rather, you should promote only PlanNet Marketing on the page or site.
- While you are an active IR of PlanNet Marketing and for a period of 12 months following the termination of your IR Agreement, you must not use your PlanNet Marketing related social media group or page to solicit anyone to join another direct selling, party plan, multilevel, or network marketing program. For example, you shall not rename or convert the group or page that you used for your PlanNet Marketing business but must delete or archive it.
- If you participate in any other marketing opportunity, you must use separate online and social media groups or pages for the other marketing company and keep those groups or pages completely separate from groups or pages used to promote your PlanNet Marketing business.

You agree that you will immediately take down a non-compliant site, page or group at the request of PlanNet Marketing. Appeals regarding compliance may be submitted after the site has been taken down. Appeals should be directed to the email address set forth in the policy addressing dispute resolutions.

4.5 - Advertised Price

You may not advertise any of PlanNet Marketing's ITAs at a price LESS than the highest company published price of the equivalent service. No special enticement advertising is allowed. This includes but is not limited to offers of free membership or other such offers that grant advantages beyond those available through the Company.

4.6 -Media and Media Inquiries

IRs must not initiate any interaction with the media or attempt to respond to media inquiries regarding PlanNet Marketing, its services, or their independent PlanNet Marketing business. All inquiries by any type of media must be immediately referred to PlanNet Marketing's Compliance department. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

4.7 - Unsolicited Email And Fax Communication

PlanNet Marketing does not permit IRs to send unsolicited emails unless such emails strictly comply with applicable laws and regulations, including, without limitation, the federal CAN SPAM Act and any additional local direct marketing laws. Any email sent by an IR that promotes PlanNet Marketing, the PlanNet Marketing opportunity, or PlanNet Marketing services, must comply with the following:

A. The individual receiving the email must give prior informed consent to direct marketing via email.

- B. There must be a functioning return email address to the sender.
- C. There must be a notice in the email that advises the recipient that they may reply to the email via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- D. The email must include the IR’s physical mailing address.
- E. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- F. The use of deceptive subject lines and/or false header information is prohibited.
- G. All opt-out requests, whether received by email or regular mail, must be honored. If an IR receives an opt-out request from a recipient of an email, the IR must forward the opt-out request to the Company. PlanNet Marketing may periodically send commercial emails on behalf of IRs. By entering into the IR Agreement, IR agrees that the Company may send such emails and that the IR’s physical and email addresses will be included in such emails as outlined above. IRs shall honor opt-out requests generated as a result of such emails sent by the Company. Except as provided in this section IRs may not use or transmit unsolicited faxes or use an automatic telephone dialling system relative to the operation of their PlanNet Marketing businesses.

SECTION 5 – OPERATING A PLANNET MARKETING BUSINESS.

5.1 - Business Entities

A corporation, partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be a PlanNet Marketing IR by submitting a PlanNet Marketing IR Application and Agreement along with its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the “Entity Documents”) to PlanNet Marketing. A PlanNet Marketing business may change its status under the same Sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. To do so, the IR(s) must provide the Entity Documents to PlanNet Marketing. The IR Application must be signed by all of the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to PlanNet Marketing.

5.1.1 - Changes to a Business Entity

Each IR must immediately notify PlanNet Marketing of any changes to the type of business entity they utilize in operating their PlanNet Marketing business, and the addition or removal of business associates. A PlanNet Marketing business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. The IR Agreement form must be signed by all of the shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to PlanNet Marketing.

5.1.2 - Change Of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all IRs, PlanNet Marketing rarely allows changes in sponsorship, with the rare exception of direct line changes (meaning placement is not

affected). A direct line change request must be made by submitting a completed Sponsor Change Request Form within a seven (7) day period from the date of enrollment and must come from the current listed sponsor.

5.1.3 - Change Of Placement

A request for change of placement must be submitted within seven (7) days of the date of enrollment and must be requested by the current listed sponsor. An IR can only be moved inside of the same sponsor's organization. If approved, an IR is placed in the first available open bottom position on the date that the change is made. IRs who have earned commissions or achieved rank are not eligible for placement changes. Please note that decisions made for any change request (sponsor or placement) are at the sole discretion of PlanNet Marketing.

5.2 - Unauthorized Claims and Action

5.2.1 - Indemnification

An IR is fully responsible for all of his or her verbal and/or written statements made regarding PlanNet Marketing services and the Compensation Plan, which are not expressly contained in Official PlanNet Marketing Materials. IRs agree to indemnify PlanNet Marketing and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by PlanNet Marketing as a result of the IR's unauthorized representations or actions. This provision shall survive the cancellation of the IR Agreement.

5.2.2 –Endorsements of PlanNet Marketing Services

No claims as to any of the ITAs offered by PlanNet Marketing may be made except those contained in Official PlanNet Marketing Materials.

5.3 - Conflicts

5.3.1 – Non-Solicitations

PlanNet Marketing IRs are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, during the term of this Agreement, IRs may not directly or indirectly recruit other PlanNet Marketing IRs or Customers other than those they have personally sponsored for any other Network Marketing business. Following the cancellation of an IR Agreement, and for a period of one (1) calendar year thereafter, with the exception of an IR who is personally sponsored by the former IR, a former IR may not recruit any PlanNet Marketing IR or Customer for another Network Marketing business.

5.3.2 - Sale of Competing Goods or Services

During this agreement and for six months thereafter, IRs must not sell, or attempt to sell, any competing non-PlanNet Marketing programs or services to PlanNet Marketing Customers or IRs. Any program, product, service, or direct selling opportunity in the same generic categories as the PlanNet Marketing services are deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

5.3.3 - Targeting Other Direct Sellers

Should IRs engage in solicitation and/or enticement of members of another direct sales company to sell or distribute PlanNet Marketing services, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an IR alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, PlanNet Marketing will not pay any of IR's defense costs or legal fees, nor will PlanNet Marketing indemnify the IR for any judgment, award, or settlement.

5.3.4 - Privacy and Confidentiality

All IRs are required to abide by the Company's Privacy Policy with regard to IR and customer information.

5.3.5- The Data Management Rule

The Data Management Rule is intended to protect the Line of Sponsorship (LOS) for the benefit of all IRs, as well as PlanNet Marketing. LOS information is information compiled by PlanNet Marketing that discloses or relates to all or part of the specific arrangement of sponsorship within the PlanNet Marketing business, including, without limitation, IR lists, sponsorship trees, and all IR information generated there from, in its present and future forms. The PlanNet Marketing LOS, constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. PlanNet Marketing is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by PlanNet Marketing and its IRs. Through this Rule, IRs are granted a personal, non-exclusive, non-transferable and revocable right by PlanNet Marketing to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies and Procedures.

5.4 -Cross Sponsoring

Actual or attempted cross-group sponsoring is strictly prohibited. "Cross-group sponsoring" is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or IR Agreement on file with PlanNet Marketing, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a PlanNet Marketing business in accordance with the "Sale, Transfer or Assignment of PlanNet Marketing Business" section of these Policies and Procedures.

5.5 -Governmental Approval or Endorsement

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

5.6 -Identification

All IRs are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to PlanNet Marketing either on the IR Agreement or at the company's request. Upon enrollment, the Company will provide a unique IR Identification Number to the IR by which they will be identified. This number will be used to place orders and track commissions and bonuses.

5.7 - Income Taxes

Every year, PlanNet Marketing will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident earning \$600.00 or more in commissions, as required by the Internal Revenue Service. Each IR is responsible for paying local, state and federal taxes on any income generated as an IR. If a PlanNet Marketing business is tax exempt, the Federal Tax Identification Number must be provided to PlanNet Marketing. Any IR that does not provide a valid social security number is subject to the federal backup withholding laws and 28% of their commissions and bonus will be withheld and submitted to the IRS.

PlanNet Marketing does not require the submission of Tax Identification information until an IR has reached earnings of \$600 or more. Once \$600 has been earned, the Paylution Pay Portal will automatically prompt the IR to provide and verify their Tax ID information – for US Residents this will be in the form of verifying W-9 information. For non-US Residents this will be in the form of completing and submitting a W-8BEN Tax Waiver. For more information about this process or with any questions, email Paylution@plannetmarketing.com.

5.8 - Independent Contractor Status

You are an independent contractor. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an Independent IR. You have no authority to bind PlanNet Marketing to any obligation. You are not liable for any responsibility or obligation that corresponds to PlanNet Marketing. Under no circumstance shall you be deemed as or considered to be jointly liable for any tax or legal obligations pertaining to PlanNet Marketing. You are responsible for paying your own self-employment taxes, federal income taxes and other taxes required by law. You must obey any federal, state, and local laws, as well as Company rules and regulations pertaining to your independent PlanNet Marketing Business or the acquisition, receipt, holding, selling, distributing or advertising of PlanNet Marketing's services or opportunity.

IRs may not answer the telephone by saying "PlanNet Marketing," "PlanNet Marketing Incorporated," or by any other manner that would lead the caller to believe that they have reached PlanNet Marketing's corporate offices. An IR may only represent that he/she is a PlanNet Marketing IR. Therefore, all correspondence and business cards relating to or in connection with an IR's PlanNet Marketing business shall contain the IR's name followed by the term "IR."

5.9–Bonus Buying

Purchasing an ITA solely for the purpose of collecting bonuses or achieving rank is unnecessary and strictly prohibited.

5.10 – Stacking

Stacking is the unauthorized manipulation of the PlanNet Marketing compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline IR in an unearned manner. One example of stacking occurs when a sponsor places a participant under an inactive downline participant (who may not know or have any relationship with the clients) in order to trigger unearned qualification for commissioning. Another example of stacking is the manipulative placement of IRs within a downline organization in order to trigger a promotion. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the IR's positions of all individuals found to be directly involved.

5.11 - One PlanNet Marketing Business

An IR may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one PlanNet Marketing business. If an IR account is operated by more than one individual, (partners, shareholders, trustees, beneficiaries, family members, etc) they will be recognized together, but will only be compensated as one IR. Example: If the IR account earns a Presidential Ring or Rolex watch based on monthly income with the Company, only one Presidential Ring or Rolex watch will be awarded to the account. An additional ring or watch may be purchased by the qualified IR. No individual may have, operate or receive compensation from more than one PlanNet Marketing business.

Spouses (defined as spouses, domestic partners, common-law couples) may not enter into or have an interest in more than one PlanNet Marketing business. In order to maintain the integrity of the PlanNet Marketing Compensation Plan, Spouses who wish to have an IR account must be jointly sponsored as one PlanNet Marketing business. Spouses, regardless of whether one or both are signatories to the IR Application and Agreement, may not own or operate any other PlanNet business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or legal or equitable owner) in the ownership or management of another PlanNet business in any form. Spouses who enrolled prior to January 6, 2020 with separate IR accounts may keep their separate accounts as long as they remain active and in compliance per the Policies of the Company.

Individuals of the same family unit may each enter into or have an interest in their own separate PlanNet Marketing businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as spouses (jointly), dependent children and other family members living at or doing business at the same address.

If there is more than one IR account within a family unit, the opportunity exists for more than one Directorship. If two members of the same family unit are both IRs with separate accounts, when they achieve the position of Director individually, they will be recognized and compensated for their individual directorship at the level they achieve. Example: If one member of the family unit reaches Two Star Director while the other is a One Star Director, they will be recognized and compensated separately, each at their own level - not together at the higher level. If one member of the family unit earns a Presidential Ring or Rolex watch based on monthly income with the Company, the other members will not be awarded a Presidential Ring or watch until he/she earns it based on their separate monthly income with the Company.

5.12 – Succession (*FOR DIRECTORS AND ABOVE ONLY*)

Upon the death of a Director, their business may be passed to a designated heir(s). Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever a PlanNet Marketing business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Director's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute an IR Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Director's rank/status;
- Provide PlanNet Marketing with an "address of record" to which all bonus and commission payments will be sent. Bonus and commission payments of a PlanNet Marketing business transferred pursuant to this section will be paid in a single deposit jointly to the successor(s).
- If Director's business is bequeathed to joint successors, the successors must use a single business entity and Federal Taxpayer Identification Number. PlanNet Marketing will issue all bonus and commission payments and one 1099 to the business entity.
 - If the Director had a business entity through which the Director operated their business, the heir(s) must provide the appropriate legal documentation of their assumption of ownership and control of the business entity.
 - If the Director did not have or bequeath a business entity, through which the Director operated their business, to the heir(s); the heir(s) must form a business entity and acquire a Federal Taxpayer Identification Number through which the heir(s) shall continue the operations of the business.

5.13 - Sale, Transfer, or Assignment of a PlanNet Marketing Business

Although a PlanNet Marketing business is a privately owned, independently operated business, the sale, transfer or assignment of a PlanNet Marketing business is subject to certain limitations. If an IR wishes to sell their PlanNet Marketing business, the following criteria must be met:

- A. Protection of the existing line of sponsorship must always be maintained so that the PlanNet Marketing business continues to be operated in that line of sponsorship;
- B. The buyer or transferee must become a qualified PlanNet Marketing IR. If the buyer is an active PlanNet Marketing IR, they must first terminate their PlanNet Marketing business and wait four calendar months before acquiring any interest in the new PlanNet Marketing business;
- C. Before the sale, transfer, or assignment can be finalized and approved by PlanNet Marketing, any debt obligations the selling IR has with PlanNet Marketing must be satisfied; and

D. The selling IR must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign a PlanNet Marketing business.

Prior to selling a PlanNet Marketing business, the selling IR must notify PlanNet Marketing's Compliance department of their intent to sell the PlanNet Marketing business. No changes in line of sponsorship can result from the sale or transfer of a PlanNet Marketing business. An IR may not sell, transfer, or assign portions of their business—the position must be sold in its entirety.

5.14 - Separation of a PlanNet Marketing Business

PlanNet Marketing IRs sometimes operate their PlanNet Marketing businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as "entities") 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. If the separating parties fail to provide for the best interests of other IRs and the Company in a timely fashion, PlanNet Marketing will involuntarily terminate the IR Agreement.

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

- A. One of the parties may, with consent of the other(s), operate the PlanNet Marketing business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize PlanNet Marketing to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- B. The parties may continue to operate the PlanNet Marketing business jointly on a "business-as-usual" basis, whereupon all compensation paid by PlanNet Marketing 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. The Company will never remove a party to a position from an IR account without that party's written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will PlanNet Marketing split commission and bonus checks between divorcing spouses or members of dissolving entities. PlanNet Marketing will recognize only one downline organization and will issue only one commission check per PlanNet Marketing business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the IR Agreement shall be involuntarily cancelled. If a former spouse has completely relinquished all rights in the original PlanNet Marketing business pursuant to a divorce, they are thereafter free to enroll under any sponsor of their choosing without waiting four (4) calendar months.

5.15- Sponsoring

All Active IRs in good standing have the right to sponsor and enroll others into PlanNet Marketing. Each

prospective customer or IR has the ultimate right to choose his or her own Sponsor. If two IRs claim to be the Sponsor of the same new IR or customer, the Company shall regard the first application received by the Company as controlling.

SECTION 6 – RESPONSIBILITIES OF INDEPENDENT REPRESENTATIVE

6.1 - Change of Address, Telephone, Email-Address

To ensure timely communications, delivery of support materials and commission checks, it is critically important that the PlanNet Marketing's files are current. IRs planning to move or change their email address must submit an amended IR Agreement complete with the new information.

6.2 – Sponsoring IR Responsibilities

6.2.1 – Initial Training

Any IR who sponsors another IR into PlanNet Marketing must perform a bona fide assistance and training function to ensure that their downline is properly operating their PlanNet Marketing business. IRs must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Compensation Plan to individuals whom they are sponsoring to become IRs before the applicant signs an IR Agreement.

6.2.2 – Ongoing Training Responsibilities

IRs must monitor the IRs in their downline organizations to ensure that downline IRs do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every IR should be able to provide documented evidence to PlanNet Marketing of their ongoing fulfillment of the responsibilities of a Sponsor.

6.3 – Non Disparagement

IRs must not disparage, demean, or make negative remarks about PlanNet Marketing, other PlanNet Marketing IRs, PlanNet Marketing's services, the Compensation plan, or PlanNet Marketing's owners, board members, directors, officers, or employees.

6.4 - Reporting Policy Violations

IRs observing a Policy violation by another IR should submit a written report of the violation directly to the attention of the PlanNet Marketing Compliance department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

6.5 – Vendor Confidentiality

PlanNet Marketing's business relationships with its partners are vital to the success of PlanNet Marketing. An IR shall not contact, directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturer of PlanNet Marketing except at a company sponsored event at which the representative is present at the request of the company or as otherwise expressly permitted in writing by the company.

SECTION 7 – AUTOMATIC BILLING

7.1 - Billing

The administrative fees are billed automatically each month with a credit or debit card maintained on file with PlanNet Marketing. The IR may make adjustments to their monthly subscription in the back office of the PlanNet Marketing website.

SECTION 8 – COMMISSIONS AND REFUND POLICY

8.1 - Bonus and Commission Qualifications

In order to qualify to receive commissions and bonuses, an IR must be active and comply with the terms of the IR Agreement and these Policies and Procedures. An IR will qualify to receive commissions and bonuses so long as he/she produces one personal ITA sale each month and/or maintains an active team of paying ITAs each month. An IR whose IR Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

Commissions are paid solely through Hyperwallet's Paylution Pay Portal. A Hyperwallet account will be created for each IR upon enrollment with the Company. It is the responsibility of the IR to activate this account to access funds. Any fees associated with this account are the responsibility of the IR. If commissions are earned and not accessed for 36 months or longer, they are considered abandoned and Hyperwallet will remit the abandoned funds to the appropriate state unclaimed property administrator.

8.2 - Errors or Questions

If an IR has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the IR must notify PlanNet Marketing in writing within 30 days of the date of the purported error or incident in question. PlanNet Marketing will not be responsible for any errors, omissions, or problems not reported to the Company within 30 days.

8.3 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an IR Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an IR or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as IRs or Customers ("phantoms"); (d) purchasing PlanNet Marketing services on behalf of another IR or Customer, or under another IR's or Customer's ID number, to qualify for commissions or bonuses; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

8.4 - Reports

All information provided by PlanNet Marketing, including but not limited to personal 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 and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments, an IR whose IR Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A PlanNet Marketing participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, or via email to PlanNet Marketing.

8.5 – Refund Policy

PlanNet Marketing offers a 90-day satisfaction guarantee on all initial fees paid to the company. All subsequent fees are refundable within 30 days. Mobile App fees and event registration/tickets are nonrefundable. When a refund is requested the bonuses and commissions attributable to the refunded service will be deducted from the IR who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered. Any refund requested must be submitted within 30 days of cancellation.

SECTION 9 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 - 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 IR 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 IR's PlanNet Marketing business), may result, at PlanNet Marketing's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the IR 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;
- Withholding from an IR all or part of the IR's bonuses and commissions during the period that PlanNet Marketing is investigating any conduct allegedly contrary to the Agreement. If an IR's business is cancelled for disciplinary reasons, the IR will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's IR Agreement for one or more pay periods;
- Involuntary termination of the offender's IR Agreement;

- Any other measure expressly allowed within any provision of the Agreement or which PlanNet Marketing deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IR's policy violation or contractual breach;
- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of PlanNet Marketing.

9.2 - Mediation

Prior to instituting 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 mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Atlanta, Georgia, and shall last no more than two (2) business days.

9.3 - 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 confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. IRs waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Atlanta, Georgia. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. 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 arbitration shall survive any termination or expiration of the Agreement.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

Nothing in these Policies and Procedures shall prevent PlanNet Marketing 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 PlanNet Marketing's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9.4 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Atlanta, Georgia. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of Georgia shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in this Agreement, residents of the State of Louisiana shall be entitled to bring an action against PlanNet Marketing in their home forum and pursuant to Louisiana law.

SECTION 10 – EFFECT OF CANCELLATION

10.1- Effect of Cancellation and Termination

So long as an IR remains active and complies with the terms of the IR Agreement and these Policies, PlanNet Marketing shall pay commissions to such IR in accordance with the Compensation Plan. An IR's bonuses and commissions constitute the entire consideration for the IR's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organization). Following an IR's non-continuation of his or her IR Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her IR Agreement (all of these methods are collectively referred to as "Cancellation"), the former IR shall have no right, title, claim or interest to the downline organization which he or she operated, or any commission or bonus from the sales generated by the organization. IRs waive any and all rights, including, but not limited to, property rights, in the downline which they may have had. IR accounts that are canceled for any reason except non-renewal, are permanently closed and the IR will lose the position and rank associated with that account. Following an IR's cancellation of his or her IR Agreement, the former IR shall not hold him or herself out as a PlanNet Marketing IR and shall not have the right to sell PlanNet Marketing products or services. An IR whose IR Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A PlanNet Marketing participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, or via email to PlanNet Marketing. The written notice must include the IR's signature, printed name, address, and IR ID Number.

10.2- Non-Renewal

An IR may also voluntarily cancel their IR Agreement by failing to pay the renewal fee. IRs have a 60 day grace period to get back into compliance for failure to pay the administrative fee.

SECTION 11 – FRUSTRATION OF PURPOSE

In the event an IR is terminated directly from our travel partner provider or is ineligible to participate with our travel partner due to their selection process, his or her ability to serve as an IR will be made impossible due to the lack of access. If an IR is terminated by or ineligible to work with our travel partner, the IR will be immediately terminated from PlanNet Marketing.

SECTION 12 – DEFINITIONS

AGREEMENT: The contract between the Company and each IR; includes the IR Agreement, the PlanNet Marketing Policies and Procedures, and the PlanNet Marketing Compensation Plan, all in their current form and as amended by PlanNet Marketing in its sole discretion. These documents are collectively referred to as the “Agreement.”

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

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

CUSTOMER: A Customer who purchases PlanNet Marketing services and does not engage in building a business or selling the service.

INDEPENDENT REPRESENTATIVE: An individual who purchases product, generates sales and business building commissions.

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

ORGANIZATION: The Customers and IRs placed below a particular IR.

OFFICIAL PLANNET MARKETING MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by PlanNet Marketing to IRs.

PLACEMENT: Your position inside your Sponsor’s organization.

RECRUIT: For purposes of PlanNet Marketing’s Conflict of Interest Policy, the term “Recruit” means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another PlanNet Marketing IR or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

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

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

SECTION 13 – OPEN MARKETS

United States

United Kingdom (England, Scotland, Wales and Northern Ireland)

Mexico

American Samoa

Bahamans

Barbados
Belize
Bermuda
British Virgin Islands
Cayman Islands
Dominican Republic
Federated States of Micronesia
French Polynesia
French Southern and Antarctic Lands
Guadeloupe
Guam
Guyane
Jamaica
Marshall Islands
Martinique
Mayotte
Minor Outlying Islands
New Caledonia
Northern Mariana Islands
Palau
Panama
Reunion (La Reunion Island)
Saint Kitts and Nevis
Saint Barthelemy
Saint Martin
Saint Pierre and Miquelon
Trinidad and Tobago
Turks and Caicos Islands
US Virgin Islands
Wallis and Futuna