

FindSalesRep Consultant Agreement

Consultants must agree to follow the Policies and Procedures attached below before being CONFIRMED as a FindSalesRep Independent Consultant:

Please respond with your written agreement. I _____, agree to follow the FindSalesRep Policies and Procedures and to be an AWESOME FSR Independent Consultant!

FindSalesRep Independent Consultant Policies and Procedures:

1. These Policies and Procedures, in their present form and as amended at the sole discretion of FindSalesRep LLC. (hereafter "FSR" or the "Company"), are incorporated into, and form an integral part of, the FSR Consultant Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the FSR Consultant Application and Terms and Conditions, these Policies and Procedures, the FSR Compensation Plan, and the FSR Business Entity Application (if applicable). These documents are incorporated by reference into the FSR Consultant Agreement (all in their current form and as amended by FSR). It is the responsibility of each Consultant to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures.
2. The Agreement constitutes the entire contract between FSR and the Consultant. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force and effect.
3. FSR is a direct selling company that markets and distributes FSR Listing services, internet-related services and products, and other products to consumers through both FSR LLC sales representatives and Independent Consultants. The policies and procedures herein are applicable to all Independent Consultants of FSR (hereafter "Consultants"). FSR Consultants are required to comply with all of the terms and conditions set forth in the Agreement which FSR may amend at its sole discretion from time to time, as well as all federal, state, territorial, and local laws governing their FSR business and their conduct.
4. A Consultant is one who has completed a FSR application and Consultant Agreement and has been accepted by FSR as an Consultant. FSR reserves the right to accept or reject anyone as an Consultant for any reason.
5. To become a FSR Consultant, each applicant must:
 - a. Be of the age of majority in his or her state or country of residence;
 - b. Have a valid Social Security or Federal Tax ID number (U.S. residents only); and,
 - c. Submit a properly completed Consultant Application and Agreement to FSR.
6. FindSalesRep LLC reserves the right to reject any applications for new Consultants or applications for renewal.

7. Once a Consultant Application and Agreement has been accepted by FSR, the benefits of the Compensation Plan and the Consultants Agreement are available to the new Consultant. These benefits include the right to:

- a. Purchase FSR products and services at the current FSR Treasure Chest price;
- b. Market and promote the sale of FSR products and services and profit from these sales;
- c. Participate in the FSR Compensation Plan (receive bonuses and commissions, if eligible);
- d. Receive periodic FSR communications;
- e. Participate in FSR-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- f. Participate in promotional and incentive contests and programs sponsored by FSR for its Consultants;
- g. At this time, FSR Consultants will not be allowed to sponsor other individuals as Consultants into the FSR business and thereby, build a Sales Organization and progress through the FSR Compensation Plan.

8. Only US Consultants with current Featured Statewide or Nationwide Listings on www.FindSalesrep.com, who have agreed the the FSR Policies and Procedures will have the opportunity participate as FSR Consultants.

9. The term of the Agreement is one year from the date of its acceptance by FSR and shall automatically renew for successive one-calendar year terms unless cancelled as provided herein. I understand that either party may elect not to renew the Agreement by notifying the other party at least 7 (7) days prior to any annual renewal date. If FSR elects not to renew the Agreement, such notice shall be emailed to Consultant at the last email address provided by Consultant to FSR. If I elect to not renew the Agreement, I understand that I must email FSR at Support@FindSalesRep.com and go through the cancellation process at least seven (7) days prior to the annual renewal date. Accounts not paid in full annually are subject to cancellation.

10. Independent Contractor Status. Consultants are independent contractors and are not purchase ers of a franchise or business opportunity. The Agreement between FSR and its Consultants does not create an employer/employee relationship, agency, partnership, or joint venture between FSR and the Consultants. A Consultant SHALL NOT BE TREATED AS AN EMPLOYEE FOR HIS OR HER SERVICES OR FOR FEDERAL OR STATE TAX PURPOSES. All Consultants are responsible for paying local, state, and federal taxes due from all compensation earned as a Consultant. FSR is not responsible for withholding, and shall not withhold or deduct from a Consultant's bonuses and commissions, if any, FICA or taxes of any kind, unless withholding becomes legally required. Each Consultant shall indemnify and hold FSR harmless from any claims, damages, or liabilities arising out of the Consultant business practices. FSR Consultants have no authority (express or implied) to bind FSR to any obligation. Consultants are not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of FSR. Each Consultant agrees that he or she shall control the manner and means by which he or she operates his or her FSR business, and shall establish his or her own goals, hours, and determine his or her own methods of sale, so long as he or she complies with these Policies and Procedures and applicable law. Each

Consultant shall be solely responsible for paying all expenses incurred, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses.

11. Indemnification. The Consultant, as an independent contractor, is fully responsible for all of his or her verbal and written statements made regarding FSR product, services, Compensation Plan, and marketing program which are not expressly contained in writing in the current Consultant Agreement, and advertising, or promotional materials supplied directly by FSR. The Consultant agrees to indemnify FSR and hold it harmless from any and all liability including judgments, civil penalties, refund, attorney fees, court costs, or lost business incurred by FSR as a result of Consultant's unauthorized representations.

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

13. Any Consultant who chooses to share the FSR Listings and other services is encouraged to have ongoing contact and communication with those reps that they have shared the FSR listing opportunity. Examples of such contact may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, and accompanying such individuals to FSR trainings and events. Consultants should be able to provide evidence to FSR of ongoing fulfillment of communication responsibilities.

14. The FSR Consultant program is based upon retail sales to the ultimate consumer and must be active representatives for a primary Direct Sales Company. Consultants agree that they shall not purchase FSR Listing products or services solely for the purpose of qualifying for the payment of bonuses or commissions, and further agree that they shall not encourage others to do so.

15. All Consultants are responsible for paying local, state, and federal taxes due on earnings from commissions or any other earnings generated as a seller of FSR products and services. If a FSR business is tax exempt, the Federal tax identification number must be provided to FSR. Every year, FSR will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who had earnings of over \$600 in the previous calendar year.

16. Advertising

a. In the conduct of his or her business, the Consultant shall safeguard and promote the reputation of FSR and its products and services. The marketing and promotion of FSR, the FSR opportunity, the FSR Compensation Plan, and FSR products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

b. FSR Consultant shall not advertise FSR products, services, and/or marketing plans except as specifically approved by FSR. FSR Consultant agree to make no false or fraudulent representations about FSR, its products or services, the FSR Compensation Plan, or income potential.

c. Consultant agrees not to advertise FSR products or services in any way other than through the use of advertising or promotional materials made available to Consultant by FSR. Consultant agrees not to use any written, printed, recorded, or any other material in advertising, promoting, or describing the product or services or the FSR marketing program, or in any other manner, any material which has not been copyrighted and supplied by FSR, unless such material has been submitted to FSR and approved in writing by FSR before being disseminated, published, or displayed.

d. All FSR advertising copy, direct mailing, emailing, social media, video, radio, TV, newspaper, and display copy that promotes FSR, its products or services or the FSR opportunity must be approved in writing before being disseminated, published, or displayed with the exception of blind ads where no reference is made to FSR or its products and services or opportunity.

17. Trademarks, Trade Names, and Copyrights

a. The names FindSalesRep, FindSalesRep.com, FindSalresRep LLC and other names as may be adopted by FSR are proprietary trade names and trademarks of FSR. As such, these marks are of great value to FSR and are supplied to Consultants for Consultant's use only in an expressly authorized manner.

b. Except as provided in these Policies and Procedures, FSR will not permit the use of its copyrights, designs, logos, trade names, trademarks, etc. without its prior written permission.

c. Use of the FindSalesRep.com or FindSalesRep LLC names on any item not produced by the Company must be approved in writing, except as follows:

Consultant's Name

FindSalesRep Independent Consultant

d. All Consultants may list themselves as an "FindSalesRep Independent Consultants" on or off line. No Consultants may place telephone directory display ads using and of The Company's trademarks, trade names or logos. Consultant may not answer the telephone by saying "FindSalesRep.com", "FindSalesRep", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of FSR.

e. All FSR materials, whether printed, on film, produced by sound or video recording, or on the Internet, are copyrighted and may not be reproduced in whole or in part by Consultants or any other person except as authorized by FSR. Permission to reproduce any materials will be considered per request approvale.

f. A FSR Consultant may not produce, use or distribute any information related to FSR products or services which has not been provided or approved directly by FSR. This prohibition includes but is not limited to print, text, audio, or video media.

g. A FSR Consultant may not produce, sell, or distribute literature, films, or sound recordings which are deceptively similar in nature to those produced, published, and provided by FSR for its Consultants. Nor may any Consultant purchase, sell, or distribute non-FSR materials which imply or suggest that said materials originate from FSR.

h. Any display ads or institutional or trademark advertising copy, other than covered in the foregoing rules, must be submitted to FSR and approved in writing by FSR prior to publication.

18. Internet and Website Policy. FSR maintains an official corporate web site. Consultants are allowed to advertise on the Internet through an approved FSR program which allows Consultants to choose from among FSR home page designs that can be personalized with the Consultant's personal message and contact information. These websites link directly to the FSR website giving the Consultants a professional and FSR-approved presence on the internet. Only these approved web sites may be used by Consultants. Consultants wanting to use FSR's names, logos, trademarks, etc. on the Internet or any other advertising medium, except as permitted by these Policies and Procedures, must have FSR written permission or shall be subject to immediate discipline, including termination of the Consultant Agreement.

a. Recruiting and Spamming official FSR pages on facebook, Google+, twitter, pinterest or other websites will not be tolerated. Consultants are however encouraged to make their own Independent Consultant websites and pages to use for recruitment.

19. Domain Names and Email Addresses. Consultants may not use or attempt to register any of The Company's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. Nor may Consultants incorporate or attempt to incorporate any of the Company's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, into any electronic mail address.

20. Trade Shows. With written authorization from FSR, FSR products and services, and if applicable, the FSR opportunity may be displayed at trade shows by Consultants. Request for participation in trade shows must be received in writing to FSR at least one week prior to the show. Written authorization from FSR must be received before participating in the trade show. Only FSR produced marketing materials may be displayed or distributed.

21. FSR reserves the right to approve or disapprove Consultant's change of business names, formation of partnerships, corporations, and trusts for tax, estate planning, and limited liability purposes. If FSR approves such a change by Consultant, the organization's name and the names of the principals of the organization must appear on the Consultant application Agreement along with a social security number or federal identification number.

22. Each Consultant shall comply with all state and local statutes, laws, regulations and ordinances governing the sale of FSR products and services.

23. FSR Consultants are required to participate in other direct sales, multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing").

However, during the term of this Agreement, Consultants may not recruit other FSR Consultants or customers for any other similar direct sales business. Following the termination of this Agreement, and for a period of six months thereafter, a former Consultant may not recruit any FSR Consultant or Customer for another similar direct sales business if: 1) that Consultant or Customer was in the former Consultant's Sales Organization; or 2) the former Consultant met, developed a relationship with, or gained knowledge of the Consultant or Customer by virtue of their mutual participation in FSR. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another FSR Consultant or customer to enroll or participate in another similar direct sales opportunity. This conduct constitutes recruiting even if the Consultant's actions are in response to an inquiry made by another Consultant or Customer.

Consultants must not sell, or attempt to sell, any competing non-FSR products or services to FSR Consultants or customers. Any product or service in the same generic category as a FSR product or service is deemed to be similar or competing (e.g., any domain name registration or web site hosting service is in the same generic category as The Company's products and services, and is therefore a competing product or service.).

Consultants may not display FSR products or services with any other products or services in a fashion that might in any way confuse or mislead a prospective customer or Consultant into believing there is a relationship between the FSR and non-FSR products or services.

Consultants may not offer the FSR opportunity, products or services to prospective or existing Customers or Consultants in conjunction with any non-FSR program, opportunity, product or service. Consultants may not offer any non-FSR opportunity, products or services at any FSR-related meeting, seminar or convention, or immediately following such event.

25. All information provided by FSR in email, online or by telephone including but not limited to personal and group sales volume (or any part thereof) activity is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; refunded products or services; credit card and electronic check charge-backs; the information is not guaranteed by FSR or any persons creating or transmitting the information.

ALL PERSONAL 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, FindSalesRep, LLC AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY CONSULTANT OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL 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 FindSalesRep, LLC 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, FindSalesRep, LLC 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 FSR emailed, online or telephoned 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 FSR's emailed, online and telephone reporting services and your reliance upon the information.

26. Vendor Confidentiality. FSR's business relationship with its vendors, manufacturers, and suppliers is confidential. A FSR Consultant shall not contact, directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturer of FSR products and services about FSR except at a FSR sponsored event at which the representative is present. Violation of this regulation may result in termination and possible claims for damages if the vendor/manufacturer's association is compromised by the Consultants contact.

27. Upon the death or incapacity of the Consultant, his or her rights, together with Consultant responsibilities, shall pass to his or her successors in interest upon written application and approval by FSR. The successor Consultant must fulfill all responsibilities of the Consultant. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever a FSR business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased or incapacitated Consultant's Sales provided the following qualifications are met. The successor(s) must:

- a. Execute a consultant Agreement;
- b. Comply with terms and provisions of the Agreement; and
- c. Meet all of the qualifications for the deceased or incapacitated Consultant's status.

Bonus and commission checks of a FSR business transferred pursuant to this section will be paid in a single check jointly to the devisees. The devisees must provide FSR 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. FSR will issue all bonus and commission checks and one 1099 to the business entity. Transfer upon Death. To effect a testamentary transfer of a FSR business, the successor must provide the following to FSR: (1) an original death certificate; (2) a notarized copy of the will or other instrument establishing the successor's right to the FSR business; and (3) a completed and executed Consultant Agreement.

Transfer upon Incapacity. To effect a transfer of a FSR business because of incapacity, the successor must provide the following to FSR: (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 FSR business; and (3) a completed Consultant Agreement executed by the trustee.

28. A Consultant may not sell, assign, or otherwise transfer his or her FSR business or Consultant Agreement, or other Consultant rights without written application and approval by FSR. The potential buyer must be at the equivalent or higher rank as the selling FSR or have been a FSR Consultant for at least one year period prior to the sale. The selling Consultant must first offer, in writing, the business to the Consultants sponsor (if applicable). Founding Consultants, without Sponsors shall be considered Consultants sponsored by FSR. If the sponsor declines the offer, the Consultant may offer the business for sale to other qualified FSR Consultant, but only on the same terms and conditions as offered to the sponsor. If the Sponsor purchases the business, the purchased business will merge with the Sponsor's existing business. If another FSR Consultant purchases the business, he or she must first terminate his or her existing FSR business. A Consultant who sells his or her FSR business shall not be eligible to re-enroll as a Consultant for a period of at least one year after the sale. FSR reserves the right to review and amend the sale agreement and to verify waiver from the upline sponsor in the event the upline sponsor declines to purchase the business.

Before the sale, transfer or assignment can be finalized and approved by FSR, any debt obligations the selling Consultant has with FSR must be satisfied. The selling Consultant 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 FSR business. Any and all changes in line of sponsorship can result from the sale or transfer of a FSR business—must be reviewed and approved by FSR. In most cases, the purchased business shall not be transferred to another line of sponsorship.

29. Separation of a FSR Business. FSR Consultants may sometimes operate their FSR businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, limited liability company, partnership or trust (the latter four 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 applicable. If the separating parties fail to provide for the best interests of other Consultants and the Company, FSR will involuntarily terminate the Agreement.

During the pendency of a divorce or entity dissolution, 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 FSR business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize FSR to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- b. The parties may continue to operate the FSR business jointly on a "business-as-usual" basis, whereupon all compensation paid by FSR will be paid in the joint names of the Consultants or in the name of the entity to be divided as the parties may independently agree between themselves.

If the parties cannot mutually agree on how the business shall be allocated during the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution.

Under no circumstances will the FSR Consultant's business of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will FSR split commission and bonus checks between divorcing spouses or members of dissolving entities. FSR will recognize only one Sales Consultant and will issue only one commission check per FSR 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, the Affiliate Agreement shall be involuntarily terminated.

If a former spouse or a former entity has completely relinquished all rights in their original FSR business, they are after 1 year, free re - enter FSR as a new Consultant. In such case, however, the former spouse or partner shall have no rights to any Consultants in their former organization or to any former retail customer. They must develop the new business, with new business prospects.

30. FSR expressly reserves the right to alter or amend prices, Rules and Regulations, Policies and Procedures, Terms of Service, product or service availability and the Compensation Plan at anytime and without notice. FSR attempt to do it;s best to notify all Consultants of any such amendments by posting the amended document to it's web pages, facebook or through email. Upon such notification, such amendments are automatically incorporated as part of the agreement between FSR and the Consultant.

33. Consultant names/titles can not be changed. If any Consultant wishes to have a different name listed on the Consultant Account, the Consultant must register a new account with the desired name. If applicable, downlines are non- transferable. If applicable, attempts to cross-sponsor people from where they are to another position within the FSR genealogy or attempts to encouraging abandonment of the previous position will not be tolerated and will result in loss of both accounts for the Sponsor violating this policy as well as forfeiture of any pending commissions and bonuses.

34. Multiple Accounts. An individual may NOT have multiple FSR accounts, whether in their own name or that of a partnership, limited liability company, corporation, or any other entity. Violating this policy will ensure immediate forfeiture of any pending commissions and bonuses.

35. Corporate, Limited Liability Company and Partnership Guarantee for Owners. Although FSR has offered Consultants the opportunity to enroll as a corporation, limited liability company, or partnership, it is agreed that since the entity is under the control of its owners or principals, the actions of individual owners as they may affect FSR and the subject FSR business are also critical to The Company's business. Therefore, it is agreed that actions of corporate shareholders, officers, directors, agents, or employees, the actions of limited liability company members, managers, or employees, and the actions of partnership partners, agents, or employees, which are in contravention of any term of the Agreement shall be attributable to the

corporate or partnership entity.

36. Actions of Household Members. If any member of a Consultant's immediate household and or family member engages in any activity which, if performed by the Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Consultant and FSR may take disciplinary action pursuant to the Agreement against the Consultant.

37. Disciplinary Actions. A Consultant's violation of any term of the Agreement or any illegal, fraudulent, deceptive, or unethical business conduct may result, at The Company's discretion, in one or more of the following disciplinary actions:

- a. Issuance of a written warning or admonition. This may come by email or through postal service;
 - b. Imposition of a penalty which may be imposed immediately or withheld from future commission checks;
 - c. Reassignment of all or part of an Consultant's organization;
 - d. Suspension, which may result in termination or reinstatement with conditions or restrictions;
- or
- e. Termination of the Consultant Agreement.

38. Termination

- a. Effect of Termination. So long as a Consultant remains active and complies with the terms of the Agreement, FSR shall pay commissions to such Consultant in accordance with the Compensation Plan. An Consultant's bonuses and commissions constitute the entire consideration for the Consultant's efforts in generating sales and all activities related to generating sales (if applicable- including building a Sales Organization). Following a Consultant's non-renewal of his or her Consultant Agreement or voluntary or involuntary termination of his or her Consultant Agreement (collectively, "termination"), the former Consultant shall have no right, title, claim or interest to the Sales Organization which he or she operated if applicable, or any commission or bonus from the sales generated by the Consultant or the organization if applicable. A Consultant whose business is terminated will permanently lose all rights as a FSR Consultant or consumer. This includes the right to sell FSR products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Consultant's former business. In the event of termination, Consultants agree to waive all rights they may have, including but not limited to property rights, to their former business and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former business. Following the termination of the Agreement, the former Consultant shall not hold himself or herself out as a FSR Consultant and shall not have the right to sell FSR products or services. A Consultant whose Consultant Agreement is terminated 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).
- b. Involuntary Termination. FSR reserves the right to terminate any Consultant at any time for cause when it is determined that the Consultant has violated any provision of the Agreement, including the provisions of these Policies and Procedures as they may be amended, the Terms

of Service, or the provisions of applicable laws and standards of fair dealing. Such involuntary termination shall be made by FSR at its discretion. Upon an involuntary termination, FSR shall notify the Consultant by email or mail at the latest address listed with FSR for the Consultant. In the event of a termination, the terminated Consultant agrees to immediately cease representing himself or herself as a Consultant.

When a decision is made to terminate a Consultant, FSR will inform the Consultant by mail or email that the Consultant is terminated immediately, effective as of the date of the notification. The termination notice will be sent by mail or email to the Affiliate's address on file with FSR.

c. Appeal of Involuntary Termination. A Consultant whose Agreement is involuntarily terminated will have 15 days from the date of notice of termination in which to appeal the termination. The Consultant's appeal correspondence must be sent by regular mail and received by FSR within 20 days of the notice of termination. If the appeal is not received within the 20 day period, the termination will be automatically deemed final.

If a Consultant files a timely appeal of termination, FSR will review and reconsider the termination, consider any other appropriate action, and notify the Consultant of its decision. The decision of FSR will be final and subject to no further review. In the event the termination is not rescinded, the termination will be effective as of the date of the original termination notice.

d. FSR expressly reserves the right to terminate all FSR 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 and services via direct selling.

e. Voluntary Termination. A participant in this referral marketing plan has a right to terminate the Agreement at any time, regardless of reason. Notice of Termination may be submitted in writing to the Company at its principal business address. The written notice must include the Consultant's signature, printed name, address, and Consultant User Number.

f. Non-Renewal. A Consultant may also voluntarily terminate his or her Consultant Agreement by electing not to renew the Agreement.

39. If applicable, roll-up. If and when a vacancy occurs in a Sales Organization due to the termination of a FSR business, each Consultant in the first level immediately below the terminated Consultant on the date of the termination will be moved to the first level ("front line") of the terminated Consultant'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.

40. All Consultants have the right to sell FSR products and Services, but will NOT have the right to sponsor others, at this time. If and when FSR does allow Consultant's to sponsor others, every person has the ultimate right to choose his or her own sponsor. If two Consultants should claim to be the sponsors of the same new Consultant, or to be the first seller of FSR products and services, FSR shall regard the first application or sale received by the corporate home office as controlling.

a. As a general rule, it is good practice to regard the first Consultant to meaningfully work with a prospective Consultant or consumer as having first claim to sponsorship or sale, but this is not necessarily controlling. Basic tenets of common sense and consideration should govern.

b. As a convenience to its Consultants, FSR may at some point provide various methods of registering or informing FSR of newly sponsored Consultants, including online registration or telephone registration. ALL CURRENT SALES WILL GO THROUGH UNIQUE FSR REFERRAL LINK.

Until such time as FSR receives an application or sale, through a Consultant's referral link, containing all appropriate information, FSR will only consider the incomplete sale or application in the category of "intended" registration. Thus, although FSR is attempting to create some convenience for its Consultant, it is the responsibility of the Consultant to cause delivery to FSR of a completed sale or application if the Consultant is to expect recognition as the official Consultant for the sales or new Consultant.

c. There is no "magic" involved in FSR. It is the responsibility of the Consultant to work with new prospects, consumers and if applicable Consultants. Consultants have the responsibility to help them learn about the products and services FSR offers.

d. Consultants are responsible for making all sales that they expect commission. As, Products and services may be up for renewal annually, it is the responsibility of the Consultant to ensure any future sales for which they expect commission.

e. Consultants are required to make sales by utilizing current FSR pricing at www.FindSalesRep.com or www.FindSalesRep.com/treasurechest. Any attempt to offer pricing differing from current www.FindSalesRep.com or www.FindSalesRep.com/treasurechest will NOT be honored by FSR. Pricing can and DOES change DAILY on either or both of these sites. It is the responsibility of the Consultant to make the consumer aware of current pricing. All disputes will lead to termination of the Consultant.

d. FSR will only honor current pricing at www.FindSalesRep.com or www.FindSalesRep.com/treasurechest No coupons or other FSR sales will be honored for commissioned sales.

40. If applicable, Change of sponsor from one Sponsor to another will be rarely permitted and is actively discouraged. Maintaining the integrity of sponsorship is absolutely mandatory for the success of the overall organization.

a. Transfers will generally be approved in two (2) circumstances only: (1) In the case of unethical sponsoring by the original sponsor. In such cases, FSR will be the final authority. (2) With the written approval of the immediate five (5) upline sponsors.

b. In cases of unethical sponsoring, the individual may be transferred with any downlines intact; in all other events, the individual alone is transferred without any downline Consultants being removed from the original line of sponsorship.

41. Raiding.

Actual or attempted raiding from any association with FSR for another company, will be grounds for immediate termination. Raiding will be defined as the solicitation of FSR consumers, prospects and Consultants for another company. CONSULTANT'S WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY FOR ITS DECISION REGARDING THE FINAL DISPOSITION OF RAIDING.

42. Cross-Sponsoring. Actual or attempted cross-sponsoring is strictly prohibited. If applicable, "Cross-sponsoring" will be defined as the enrollment of an individual who or entity that already has a current Consultant Agreement on file with FSR, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship while encouraging abandonment of the previous position, even in cases where the same individual has an interest in both sponsoring accounts. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Consultants shall not demean, discredit or defame other FSR Consultants in an attempt to entice another Consultant to become part of the first Consultant's Sales Organization. This policy shall not prohibit the transfer of a FSR business. In the event an Consultant has engaged in cross-sponsoring, it shall be entirely within the Company's discretion where in the genealogical structure the cross sponsored organization in question shall be placed or otherwise handled. Because equities often exist in favor of both upline organizations, CONSULTANT'S WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY FOR ITS DECISION REGARDING THE FINAL DISPOSITION OF THE CROSS SPONSORED ORGANIZATION.

43. The FSR Compensation Plan is based upon the sale of FSR products and services to end consumers. FSR Consultants must fulfill completed 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.

44. A Consultant must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Consultant complies with the terms of the Agreement, FSR shall pay bonuses and commissions to such Consultant in accordance with the Compensation Plan. Consultants may receive commission payments by check, through PayPal, through bank wire or through other means of compensation to be determined by FSR.

a. If a Consultant receive his or her commission payments through PayPal, there will be a minimum \$3.00 fee imposed and the Consultant must accrue at least \$53.00 in commissions before payment through PayPal will be made. If the Consultant's commissions do not equal or exceed \$53.00, the Company will accrue the commissions until they total at least \$53.00 and payment through PayPal will be made to the Consultant. For payments between \$10.00 and \$99.00, the fee is \$3.00. For payments of \$100.00 or more, the fee is 3% of the amount paid.

45. If a check is issued to a Consultant, Consultant must deposit or cash commission and bonus checks within six months from their date of issuance. A check that remains uncashed after six months will be void. There shall be a \$29.00 charge for Re-issuing a check, and a \$10.00 fee for each notice that is sent to the Consultant. These charges shall be deducted from the balance owed to the Consultant.

46. Adjustments to Bonuses and Commissions. Consultants receive bonuses and commissions based on the actual sales of products and services to end consumers. In the event FSR issues a refund for a product or service, the bonuses and commissions attributable to the refunded product or service will be deducted, in the month in which the refund is given, and

continuing every pay period thereafter until the commissions and bonuses are recovered from the Consultant who received bonuses and commissions on the sales of the refunded product or service.

47. Income Claims. No income claims, income projections, nor income representations may be made to prospects, consumers or prospective Consultants. Obviously, any false, deceptive, or misleading claims regarding the opportunity or products and services are prohibited. In their enthusiasm, Consultants are occasionally tempted to represent hypothetical income figures based upon the inherent power of referral marketing as actual income projections. This is counter-productive, since new Consultants may be quickly disappointed if their results are not as extensive or as rapid as a hypothetical model would suggest. FSR believes firmly that the income potential is great enough to be highly attractive in reality without resorting to artificial and unrealistic projections.

48. Product and or Service Claims. No product or service claims, lead projections, nor lead representations may be made to prospects, consumers or prospective Consultants. Obviously, any false, deceptive, or misleading claims regarding the products and services are prohibited. In their enthusiasm, Consultants are occasionally tempted to represent hypothetical results based upon the inherent power of internet marketing as actual lead projections. This is counter-productive, since new consumers and or Consultants may be quickly disappointed if their results are not as extensive or as rapid as a hypothetical model would suggest. FSR believes firmly that the increased potential as a direct result of association with FSR is great enough to be highly attractive in reality without resorting to artificial and unrealistic projections.

49. Business Cards and Stationery. Any printed materials, including business cards and stationery, must be approved by FSR in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials as well as properly setting forth the independent status of the Consultant.

50. Telemarketing. Consultants must not engage in telemarketing relative to the operation of their FSR businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a FSR product or service, or to recruit them for the FSR opportunity. "Cold calls" made to prospective customers or Consultants that promote either The Company's products or services or the FSR opportunity constitute telemarketing and are prohibited.

Notwithstanding the foregoing, a Consultant may place telephone call(s) to a prospective customer or Consultant (a "prospect") under the following limited situations:

- a. If the Consultant has an established business relationship with the prospect. An "established business relationship" is a relationship between an Consultant and a prospect based on:
 1. The prospect's purchase, rental, or lease of goods or services from the Consultant within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service; or
 2. A financial transaction between the prospect and the Consultant within the eighteen (18) months immediately preceding the date of such a call.

- b. The prospect's personal inquiry or application regarding a product or service offered by the Consultant, within the six (6) months immediately preceding the date of such a call.
- c. If the Consultant receives written and signed permission from the prospect authorizing the Consultant to call. The authorization must specify the telephone number(s) which the Consultant is authorized to call.
- d. Consultants may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom a Consultant has at least a recent first-hand relationship (i.e., the Consultant recently personally met him or her). Bear in mind, however, that if a Consultant makes a habit of "card collecting" everyone he or she meets and subsequently calling them, the FTC (Federal Trade Commission) may consider this a form of telemarketing that is not subject to this exemption. Thus, if a Consultant engages in calling "acquaintances," the Consultant must make such calls on an occasional basis only and not as a routine practice.
- e. In addition, Consultants shall not use automatic telephone dialing systems relative to the operation of their FSR businesses. The term "automatic telephone dialing system" means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

50. Unsolicited Faxes, Facebook messages, google+ messages and Commercial Emails.

- a. Unsolicited Faxes, Facebook messages and google+ messages. Except as provided in this section, Consultants may not use or transmit unsolicited faxes, Facebook messages, google+ messages relative to the operation of their FSR businesses. The term "unsolicited" means the transmission or messaging of any material or information advertising or promoting FSR, its products or services, its Compensation Plan or any other aspect of the company which is transmitted or messaged to any person, except that the term does not include a fax or message sent: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Consultant 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 Consultant and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products or services offered by such Consultant; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.
- b. Unsolicited Emails. FSR does not permit Consultants to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by a Consultant that promotes FSR, the FSR opportunity, or FSR products and services must comply with the following:
 - 1. There must be a functioning return email address to the sender.
 - 2. The email must include the Consultants current physical mailing address.
 - 1. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
 - 2. The use of deceptive subject lines and/or false header information is prohibited.
 - 3. All email sent (including, but in no way limited to anything you reply to) with any mention of or linking in any way to our products, services, offering, or anything whatsoever tied to our company must include the direct link to www.FindSalesRep.com You may include other links in your messages, but they cannot be use in place of your unique reffael link

link. Failure to clearly include our link is a direct violation of our Anti-Spam policies.

4. All email sent, (including, but in no way limited to anything you reply to), with any mention of or linking in any way to our products, services, offerings, or anything whatsoever tied to our company must be fully compliant with the Can-Spam Act. They must also be fully compliant with all our additional anti-Spam requirements as outlined above. Failure to comply with all anti-Spam requirements even if your message is Can-Spam compliant is a direct violation of our Anti-Spam policies.

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

51. Press Inquiries. Any inquiries by the media are to be referred immediately to FSR. This policy is to assure accuracy and consistent public image.

52. Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling program. Therefore, Consultants may not represent that the FSR program or the FSR Compensation Plan has been approved, endorsed or otherwise sanctioned by any governmental agency.

53. Non-Disparagement. FSR values creativity. FSR will consider new ideas and the constructive criticisms and comments of Consultants. All such comments should be submitted by email to Support@FindSalesRep.com. While FSR welcomes constructive input, negative comments and remarks made in the field by Consultants about the Company, its products and services, or Compensation Plan serve no purpose other than to sour the enthusiasm of other FSR Consultants. For this reason, and to set a positive environment for the field, Consultants must not disparage, demean, or make negative remarks about FSR, other FSR Consultants, FSR products and services, the Compensation Plan, or The Company's owners, officers, directors, or employees.

54. Consultants observing a Policy violation by another Consultant should submit a written report of the violation directly to the attention of the FSR Compliance Department at Support@FindSalesRep.com. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

55. Waiver. FSR never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a Consultant's FSR business. No failure of FSR to exercise any right or power under the Agreement or to insist upon strict compliance by a Consultant 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 The Company's right to demand exact compliance with the Agreement. Waiver by FSR can be affected only in writing by an authorized officer of the Company. The Company's waiver of any particular breach by a Consultant shall not affect or impair its rights with respect to any subsequent breach, nor

shall it affect in any way the rights or obligations of any other Consultant. Nor shall any delay or omission by FSR to exercise any right arising from a breach affect or impair its rights as to that or any subsequent breach.

The existence of any claim or cause of action of a Consultant against FSR shall not constitute a defense to the enforcement of any term or provision of the Agreement by FSR.

56. Breach. Registrant agrees that failure to abide by any provision of this Agreement, the Dispute Policy or the Terms of Use, Registrant's willful provision of inaccurate, unreliable, or false information at any time, Registrant's failure to update Registrant's information to keep it current, complete or accurate, or Registrant's failure to respond for over ten (10) calendar days to inquiries from FSR concerning the accuracy of the contact details associated with Registrant's domain name registration or use of FSR's service(s) shall be deemed by FSR to be a material breach by Registrant. FSR may provide a written notice, describing the breach, to Registrant. If, within ten (10) calendar days of the date of mailing of such notice, Registrant fails to provide evidence, which is reasonably satisfactory to FSR, that it has not breached its obligations, then FSR may delete Registrant's registration of its domain name and/or terminate the other service(s) of FSR that Registrant is using without further notice. Any such breach by Registrant shall not be deemed to be excused simply because FSR did not act earlier in response to that breach, or any other breach, by Registrant. FSR shall not be obligated to refund any fees paid by Registrant if FSR terminates this Agreement.

57. Representations and Warranties. Registrant represents and warrants by submitting this Agreement that: (1) to the best of Registrant's knowledge and belief, the information submitted to FSR by Registrant or Registrant's Agent is true and correct, and that any future changes to this information will be provided to FSR in a timely manner according to the domain name and other applicable modification procedures in place at that time; (2) to the best of Registrant's knowledge and belief, neither the registration of Registrant's domain name nor the manner in which Registrant intends to use such domain name will directly or indirectly infringe the legal rights of a third party; (3) Registrant has all requisite power and authority to execute this Agreement and to perform Registrant's obligations hereunder; (4) Registrant is of legal age to enter into this Agreement; and (5) with respect to the Forwarding Service only, Registrant has the necessary rights to use the Forwarding Service to forward, point, alias or resolve Registrant's domain name(s) to the other domain name designated by Registrant in ordering such Forwarding Service. Registrant agrees that use of FSR's service(s) is solely at Registrant's own risk. Registrant further agrees that all of FSR's service(s) are provided on an "as is" and "as available" basis. Any breach of any of these representations and warranties by Registrant will constitute a material breach of this Agreement.

58. Arbitration. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by 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. Consultant waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Phoenix, AZ, unless the laws of the state in which a Consultant resides expressly require the application of

its laws, in which case the arbitration shall be held in the capital of that state. 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.

Nothing in these Policies and Procedures shall prevent FSR 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 The Company'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.

59. Governing Law, Jurisdiction and Venue. Jurisdiction and venue of any matter not subject to arbitration shall reside in Phoenix, AZ unless the laws of the state in which a Consultant resides expressly require the application of its laws. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Arizona shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Consultant resides expressly require the application of its laws.

60. Partial Validity. If any provision of the Agreement, in its current form or as may be amended, be declared invalid or unenforceable by a court of competent jurisdiction, 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.

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