

# Centropix USA, LLC

## Policies and Procedures

Effective March 15, 2021

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IBPs are prohibited from crossline recruiting. The use of a spouse or relative’s name, trade names, DBAs, assumed names, entities, federal identification numbers, or fictitious identification numbers, or any other device or contrivance to circumvent this policy is prohibited. An IBP shall not demean, discredit, or defame other Centropix IBPs in an attempt to entice another customer, IBP or prospective IBP to become part of his or her organization. .... 26

For the purposes of this Section 4.11.1, the term “crossline recruiting” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, of another Centropix IBP or Customer to enroll, join, or otherwise participate in another Centropix marketing organization, downline, or line of sponsorship other than the one in which he, she, or it originally enrolled. .... 26

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# SECTION 1 - MISSION STATEMENT

## **Name Definition:**

“Centropix” is a derivative of the word “Centropy”, which is the opposite of Entropy.

Entropy is the 2<sup>nd</sup> law of thermodynamics explaining molecular disorder, or randomness, of a system. Beyond physics, the concept of entropy provides deep insight into the direction of spontaneous change for many everyday phenomena. A doctrine of inevitable social decline and degeneration. An extrapolated notion of chaos, confusion, despair leading to disarray, systemic depression and hopelessness.

Centropix (centropy) will bring about order, harmony, wholesomeness, purpose, peace and hope for the many here at home and abroad.

## **Mission and Vision Statement:**

Centropix stands to awaken, empower, and inspire global consciousness for club- humanity. Centropix emporium deploys innovative technologies to fulfill our destiny to promote superior well-being, abundant wealth, and carefree wholesome living for all.

As a global, state-of-the-art biotech enterprise, Centropix entices a shift in consciousness, a movement of Gratitude, and a personal challenge in the name of The Greater Good. A calling for every individual to answer and “Be The Change”.

## **Our Culture:**

“We are in it, for them to win it”.

We want to make it “ALL” about them. Who is “them”?

“Them” is the customers, “them” is the representatives, “them” is the corporate employees, “them” is the charitable foundations, etc.

It’s all about a “win-win-win” philosophy.

## **Company Tagline:**

“Be The Change”

## SECTION 2 - INTRODUCTION

### 2.1 - Purpose of the Independent Brand Partner Agreement and the Policies and Procedures

The purposes of the Independent Brand Partner (which we will call an “IBP” throughout the remainder of the Policies and Procedures) Agreement and the Policies and Procedures include the following:

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

### 2.2 - Policies and Procedures Incorporated into IBP Agreement

These Policies and Procedures, in their present form and as amended by Centropix USA, LLC (hereafter “Centropix” or the “Company”), are incorporated into, and form an integral part of, the Centropix IBP Application and Agreement (“IBP Agreement”). It is the responsibility of each IBP to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Centropix IBP Application and Agreement (including the Terms and Conditions), these Policies and Procedures, and the Centropix Business Entity Registration Form (if applicable). These documents are incorporated by reference into the Centropix IBP Agreement (all in their current form and as amended by Centropix). In the event that the Centropix Business Entity Registration Form is not submitted by an entity that enrolls as an IBP within sixty (60) days of its date of enrollment, Centropix is authorized to and shall withhold any and all compensation to which the IBP is due from Centropix until a properly completed Business Entity Registration Form is submitted to it.

### 2.3 - Changes to the Agreement

Centropix reserves the right to amend the Agreement, the Business Pay Plan, and its prices in its sole and absolute discretion. By executing the IBP Agreement, an IBP agrees to abide by all amendments or modifications that Centropix elects to make. Amendments shall be effective thirty (30) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the

amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company's official web site; (2) electronic mail (e-mail); (3) posting in IBPs' back-offices; (4) inclusion in Company periodicals; (5) inclusion in product orders or bonus checks; or (6) special mailings. The continuation of an IBP's Centropix business, the acceptance of any benefits under the Agreement, or an IBP's acceptance of bonuses or commissions constitutes acceptance of all amendments.

#### **2.4 - Policies and Provisions Severable**

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

#### **2.5 - Waiver**

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Centropix to exercise any right or power under the Agreement or to insist upon strict compliance by an IBP 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 Centropix right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an IBP against Centropix shall not constitute a defense to Centropix enforcement of any term or provision of the Agreement.

#### **2.6 - Company Use of Information**

By submitting an IBP Application and Agreement that is accepted by Centropix, the IBP consents to allow Centropix, its IBPs, and any related company to: (a) process and utilize the information submitted in the IBP Application and Agreement (as amended from time to time) for business purposes related to the Centropix business; and (2) disclose, now or in the future, such IBP information to companies which Centropix may, from time to time, deal with to deliver information to an IBP to improve its marketing, operational, and promotional efforts. An IBP has the right to access his or her personal information via his or her respective back office, and to submit updates thereto.

## **SECTION 3 - BECOMING AN INDEPENDENT BRAND**

# PARTNER

## 3.1 - Requirements to Become a Brand Partner

To become a Centropix IBP, each applicant must:

- ❖ Be at least 18 years of age;
- ❖ Reside in the United States or U.S. Territories or country that Centropix has officially announced is open for business;
- ❖ Provide Centropix with his/her valid Social Security or Federal Tax ID number;
- ❖ Purchase a Centropix IBP Kit (optional for residents of North Dakota); and
- ❖ Submit a properly completed online IBP Application and Agreement to Centropix.

Centropix reserves the right to accept or reject any IBP Application and Agreement for any reason or for no reason.

## 3.2 - IBP Kit and Product Purchases

With the exception of an IBP Kit, no person is required to purchase Centropix products or sales aids, or to pay any charge or fee to become an IBP. In order to familiarize new IBPs with Centropix products, sales techniques, sales aids, and other matters, the Company requires that they purchase an IBP Kit. Centropix will repurchase resalable kits from any IBP who terminates his or her IBP Agreement pursuant to the terms of Section 8.3.

## 3.3 - IBP Benefits

Once an IBP Application and Agreement has been accepted by Centropix, the benefits of the Business Pay Plan and the IBP Agreement are available to the new IBP. These benefits include the right to:

- ❖ Sell Centropix products;
- ❖ Participate in the Centropix Business Pay Plan (receive bonuses and commissions, if eligible);
- ❖ Sponsor other individuals as Customers or IBPs into the Centropix business and thereby, build a marketing organization and progress through the Centropix Business Pay Plan;
- ❖ Receive periodic Centropix literature and other Centropix communications;



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

### **3.4 - Term and Renewal of Your Centropix Business**

The term of the IBP Agreement is one year from the date of its acceptance by Centropix (subject to reclassification for inactivity pursuant to Section 11.2). IBPs must renew their IBP Agreement each year by paying an annual renewal fee of \$149.00 on or before the anniversary date of their IBP Agreement. (The annual renewal fee is waived if an IBP earns 3,000 Personal Points or more during the term of the IBP Agreement.) If the renewal fee is not paid within sixty (60) days after the expiration of the current term of the IBP Agreement, the IBP will be automatically placed on inactive status. If the renewal fee is not paid within one (1) year after the expiration of the prior term of the IBP Agreement, the IBP Agreement will be automatically terminated. IBPs may elect to utilize the Automatic Renewal Program (“ARP”). Under the ARP, the renewal fee will be charged to the IBP’s credit card on file with the Company. IBPs without a credit card or bank account must renew by phone or mail. Centropix shall have the right in its sole and absolute discretion not to accept the Agreement or any renewal of it.

# SECTION 4 - OPERATING A CENTROPIX BUSINESS

## 4.1 - Adherence to the Centropix Business Pay Plan

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

## 4.2 - Advertising

### 4.2.1 - General

All IBPs shall safeguard and promote the good reputation of Centropix and its products. The marketing and promotion of Centropix, the Centropix opportunity, the Business Pay Plan, and Centropix products must avoid all discourteous, deceptive, misleading, unethical or immoral, or illegal conduct or practices.

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

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

### 4.2.2 - Trademarks and Copyrights

The name of Centropix and other names as may be adopted by Centropix are proprietary trade names, trademarks and service marks of Centropix (collectively "marks"). As such, these marks are of great value to Centropix and are supplied to IBPs for their use only in an expressly authorized manner. Centropix will only allow the limited non-exclusive use of its marks, designs,

or symbols, or any derivatives thereof, solely by an IBP in the furtherance or operation of his or her Centropix business, consistent with these Policies and Procedures. Centropix will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including Centropix IBPs, in any manner without its prior, written permission.

The content of all Company developed materials and sponsored events (collectively “Corporate Resources”) is copyrighted material. IBPs may not produce for sale, distribution or any other purpose, any recorded Company Resources without written permission from Centropix, nor may IBPs reproduce for sale or for personal use any Corporate Resource.

As an independent Brand Partner (IBP), you may use the Centropix name in the following manner

IBP's Name  
Centropix IBP

*Example:*

Alice Smith  
Centropix IBP

IBPs may not use the name Centropix in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase *Centropix IBP* in your phone greeting or on your answering machine to clearly separate your independent Centropix business from Centropix, LLC. For example, you may not secure the domain name [www.buyCentropix.com](http://www.buyCentropix.com), nor may you create an email address such as [Centropixsales@hotmail.com](mailto:Centropixsales@hotmail.com).

#### **4.2.2.1 - Centropix IBP Logo**

If you use a Centropix logo in any communication, you must use the IBP version of the Centropix logo. Using any other Centropix logo requires written approval. Please see examples below:



#### **4.2.3 - Media and Media Inquiries**

IBPs must not attempt to respond to media inquiries regarding Centropix, its products or their independent Centropix business. All inquiries by any type of media must be immediately referred to Centropix Compliance Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

#### **4.2.4 - Unsolicited Email**

Centropix does not permit IBPs to send unsolicited commercial emails unless such emails strictly comply with applicable state and federal laws and regulations including, without limitation, the federal CAN SPAM Act. The CAN-SPAM Act regulates the transmission of all commercial e-mail messages, not just unsolicited messages. A commercial e-mail message is defined as any e-mail that has a “primary purpose of . . . commercial advertisement or promotion of a commercial product or service.” This includes commercial e-mails sent to business e-mail accounts, as well as those sent to individual consumers.

##### **4.2.4.1 - Requirements for All Commercial Email Messages**

###### The Mailing List

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

## The E-mail Message

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

## The Opt-out Mechanism

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

information (other than e-mail address), to opt out; and

- the opt-out mechanism must work for at least 30 days after the e-mail is sent.

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

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

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

Third-party Marketing IBPs or Service Providers - When using third-party service providers,

including IBP marketers you should ensure that the written contract with the service provider clearly sets out each party's responsibilities for compliance with the CAN-SPAM Act and includes appropriate and adequate remedies for noncompliance.

#### **4.2.4.2 - Additional Requirements for Email Messages Sent to Wireless Devices**

When sending commercial messages to wireless devices:

- ❖ Ensure that you have the recipient's prior, affirmative consent (opt in) to send the commercial message. The consent can be oral, written or electronic.
- ❖ Ask for consent in a way that involves no cost to the recipient, for example:
  - do not send the request to the wireless device; and
  - allow the recipient to respond in a way that involves no cost (such as an online, e-mail or postal mail sign-up).
- ❖ When seeking consent, make it clear that the recipient:
  - is agreeing to receive commercial e-mail on his wireless device;
  - may be charged to receive the e-mail; and
  - can revoke his consent at any time.

#### **4.2.4.3 - Commercial Email Messages Sent on Behalf of IBPs**

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

#### **4.2.5 - Unsolicited Faxes**

Except as provided in this section, IBPs may not use or transmit unsolicited faxes in connection with their Centropix business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting Centropix, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the IBP 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 IBP and a person, on the basis of: (a) an inquiry, application,

purchase or transaction by the person regarding products offered by such IBP; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

#### **4.2.6 - Telephone Directory Listings**

IBPs may list themselves as an “Centropix IBP” in the white or yellow pages of the telephone directory, or with online directories, under their own name. No IBP may place telephone or online directory display ads using Centropix name or logo. IBPs may not answer the telephone by saying “Centropix”, “Centropix Incorporated”, or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Centropix. If an IBP wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

IBP's Name  
Centropix IBP

#### **4.2.7 - Television, Radio and Newspaper Advertising**

IBPs may not advertise on television and radio except with Centropix express written approval.

#### **4.2.8 - Advertised Prices**

IBPs may not create their own marketing or advertising material offering any Centropix products at a price less than the current retail price set forth at [www.centropixgroup.com](http://www.centropixgroup.com). Similarly, IBPs may not sell any Centropix products at a price less than the current retail price set forth at [www.centropixgroup.com](http://www.centropixgroup.com).

### **4.3 - Online Conduct**

#### **4.3.1 - IBP Web Sites**

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

#### **4.3.2 - Centropix Replicated Websites**



IBPs receive a Centropix Replicated Website subscription to facilitate online buying experience for their Customers and enrollments for prospective Customers and IBPs.

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

- ❖ The Centropix IBP Logo
- ❖ Your Name
- ❖ Centropix Corporate Website Redirect Button
- ❖ Artwork, logos, or graphics
- ❖ Original text.

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

By default, your Centropix Replicated Website URL is [www.CentropixGroup.com/<IBPID#>](http://www.CentropixGroup.com/<IBPID#>). You must change this default ID and choose a uniquely identifiable website name that cannot:

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

#### **4.3.3 - Domain Names, email Addresses and Online Aliases**

You are not allowed to use or register Centropix or any of Centropix trademarks, product names, or any derivatives, for any Internet domain name, email address, social media website, blog website, online handles or online aliases. Additionally, you cannot use or register domain names, email addresses, social media websites, blog websites, online handles and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Centropix. Examples of the improper use of Centropix include, but are not limited to any form of Centropix showing up as the sender of an email or **examples** such as:

www.MyCentropixBiz.com  
www.ISellCentropix.com  
www.CentropixMoney.net  
www.CentropixGroup.net

www.CentropixDreamTeam.com  
www.CentropixbyJaneDoe.com  
www.JanesCentropixOpportunity.net  
www.CentropixUSA.net

#### **4.3.4 - Online Classifieds**

You may not use online classifieds (including Craigslist) to list, sell or retail specific Centropix products or product bundles. Similarly, you may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the Centropix income opportunity.

#### **4.3.5 - eBay / Online Auctions**

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

#### **4.3.6 - Online Retailing**

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

#### **4.3.7 - Banner Advertising**

Banner advertisements may not be used on or with any social media websites. With prior written approval from Centropix, you may place banner advertisements on a Commercial Website you own provided you use Centropix-approved templates and images. For the purposes of this section, a “Commercial Website” is defined as website that is used to promote a non-direct selling business (e.g., health practitioner, gym, etc.). All banner advertisements must link to your Commercial Website. IBPs may not use blind ads (ads that do not disclose the

identity of the Company) or web pages that make product or income claims that are ultimately associated with Centropix products or the Centropix opportunity. Banner advertisements may not be placed on any website that contains any violent, hateful, pornographic, or illegal content or any other content which may damage Centropix reputation. Whether content is or may be damaging to Centropix reputation shall be in the sole discretion of Centropix.

#### **4.3.8 - Spam Linking**

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative and relevant.

#### **4.3.9 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)**

IBPs may upload, submit, publish or post Centropix-related video, audio or photo content that they develop and create so long as such content: (1) aligns with Centropix value; (2) contributes to the Centropix community greater good; (3) is in compliance with Centropix Policies and Procedures; and (4) is approved in writing by Centropix prior to being uploaded, submitted, published or posted. All submissions must clearly identify you as an Centropix IBP in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. IBPs may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Centropix or captured at official Centropix events or in buildings owned, leased, or operated by Centropix without prior written permission from Centropix.

#### **4.3.10 - Sponsored Links / Pay-Per-Click (PPC) Ads**

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

#### **4.3.11 - Domain Names and Email Addresses**

Except as set forth in the IBP Website Application and Agreement, IBPs may not use or attempt to register any of Centropix trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

#### **4.3.12 - Social Media**

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

- ❖ No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to your Centropix Replicated Website.
- ❖ It is your responsibility to follow the social media site's Terms of Use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's Terms of Use.
- ❖ Any social media site that is directly or indirectly operated or controlled by an IBP that is used to discuss or promote Centropix products or the Centropix opportunity may not link to any website, social media site, or site of any other nature, other than the IBP's Centropix replicated website.
- ❖ During the term of this Agreement and for a period of 12 calendar months thereafter, an IBP may not use any social media site on which they discuss or promote, or have discussed or promoted, the Centropix business or Centropix products to directly or indirectly solicit Centropix IBPs for another direct selling, multilevel marketing or network marketing program (collectively, "direct selling"). In furtherance of this provision, an IBP shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other IBPs relating to the IBP's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.11 (Conflicts of Interest) below.
- ❖ IBPs who engage in another Direct Selling Business (as defined in Section 4.11.2) must not, directly, indirectly or through a third party use any social media account (e.g., Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, etc.) that the IBP currently uses or has used in the past to promote or discuss Centropix, its products, programs, services or the business opportunity ("Centropix Social Media"), to promote another Direct Selling Business. If an IBP is involved in another Direct Selling Business, the IBP must create a separate social media account to promote

the other Direct Selling Business. IBPs are also prohibited from “cross-posting” from their other Direct Selling Business social media account on to the IBP’s Centropix Social Media and vice versa.

- ❖ An IBP may post or “pin” photographs of Centropix products on a social media site, but only photos that are provided by Centropix and downloaded from the IBP’s Back-Office may be used.

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

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

#### **4.3.13 - Prohibited Postings**

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

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

#### **4.3.14 - Responding to Negative Posts**

An IBP is prohibited from conversing with others who place a negative post against them, other IBPs or the Company. The IBP must report negative posts to Centropix Compliance Department at Compliance@Centropix-USA.com.

#### **4.4 - Business Entities**

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a Centropix IBP by submitting an IBP Application and Agreement along with a properly completed Business Entity Registration Form. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership (legal or equitable) interest in, or management responsibilities for, the Business Entity (collectively "Third Parties") are individually, jointly and severally liable for any indebtedness to Centropix, compliance with the Centropix Policies and Procedures, the Centropix IBP Agreement, and other obligations to Centropix.

##### **4.4.1 - Addition or Removal of an Affiliated Party**

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

To prevent the circumvention of Sections 4.24 (Sale, Transfer or Assignment of Centropix Business) and 4.5, (Change of Sponsor), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or Centropix, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify Centropix in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.24 (Sale, Transfer or Assignment of Centropix Business). When removing a co-applicant from an existing Centropix account, the Company requires a written and notarized request from the departing Affiliated Party/Parties, as well as a properly completed IBP Agreement containing only the remaining IBP Party's/Parties' federal tax identification number and signature(s). In addition, the Affiliated Party terminating his/her/ its interest in the Business Entity may not participate in any other Centropix business for one (1) year consecutive calendar year in accordance with Section 4.5.3 (Termination and Re-application). If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.24 (Sale,

Transfer or Assignment of Centropix Business).

There is a \$25.00 fee for each change requested, which must be included with the written request and the completed IBP Application and Agreement. The original documents (not copies) relating to addition or removal of an IBP Party must be submitted to Centropix Customer Service Department by mail or overnight courier to 4801 Gulf Boulevard, Suite 202, St. Petersburg, Florida 33706. Please allow thirty (30) days after the receipt of the request by Centropix for processing.

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

#### **4.4.2 - Changes to a Business Entity**

Each IBP must immediately notify Centropix of all changes to type of business entity they utilize in operating their businesses and the addition or removal of business Third Parties.

### **4.5 - Change of Sponsor**

Centropix strongly discourages changes in sponsorship. In order to protect all Sponsors, no IBP may interfere with the relationship between another IBP and his or her Sponsor in any way. An IBP may not offer, entice, persuade, encourage, solicit, recruit, or otherwise influence or attempt to persuade another IBP to change his or her Sponsor or line of sponsorship, either directly or indirectly. Accordingly, the transfer of a Centropix business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the IBP Services Department, and must include the reason for the transfer. Transfers will only be considered in the following three circumstances:

#### **4.5.1 - Misplacement**

In cases in which the new IBP is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an IBP may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within seventy-two (72) hours from the date of enrollment. The IBP requesting the change has the burden of proving that he or she was placed beneath the incorrect sponsor. It is up to Centropix



discretion whether the requested change will be implemented.

#### **4.5.2 - Upline Approval**

The IBP seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of his or her immediate six (6) upline IBPs in his or her marketing organization. Photocopied or facsimile signatures are not acceptable. All IBP signatures must be notarized. If the transferring IBP also wants to move any of the IBPs in his or her marketing organization, each downline IBP must also obtain a properly completed Sponsorship Transfer Form and return it to Centropix. Downline IBPs will not be moved with the transferring IBP unless all of the requirements of this paragraph are met. Transferring IBPs must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by Centropix for processing and **verifying** change requests.

#### **4.5.3 - Termination and Re-application**

An IBP may legitimately change organizations by voluntarily canceling his or her Centropix business and remaining inactive (*i.e.*, no purchases of Centropix products for resale, no sales of Centropix products, no sponsoring, no attendance at any Centropix functions, participation in any other form of IBP activity, or operation of any other Centropix business, no income from the Centropix business) for twelve (12) full calendar months. Following the twelve month period of inactivity, the former IBP may reapply under a new sponsor, however, the former IBP's downline will remain in their original line of sponsorship. Centropix will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to Centropix in writing.

Any change in sponsorship in accordance with this Policy at any rank is limited to one time in the IBP's life. Centropix will not accept an IBP Agreement for an IBP wishing to change sponsors beyond the first sponsor change made in accordance with this Policy.

#### **4.5.4 - Waiver of Claims**

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by an IBP, Centropix reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, **INDEPENDENT BRAND PARTNERS WAIVE ANY AND ALL CLAIMS**



**AGAINST CENTROPIX, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM CENTROPIX DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

## **4.6 - Unauthorized Claims and Actions**

### **4.6.1 - Indemnification**

An IBP is fully responsible for all of his or her verbal and written statements made regarding Centropix products and the Business Pay Plan that are not expressly contained in official Centropix materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. IBPs agree to indemnify Centropix and Centropix directors, officers, employees, and agents (collectively referred to herein as “Affiliates”), and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Centropix as a result of the IBP’s unauthorized representations or actions. This provision shall survive the termination of the IBP Agreement.

### **4.6.2 - Product Claims**

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Centropix may be made except those contained in official Centropix literature. In particular, no IBP may make any claim that Centropix products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or symptoms of diseases. Such statements can be perceived as drug or medical device claims, and they may lack adequate substantiation. Not only are such claims in violation of the IBP Agreement, they also violate the laws and regulations of the United States and other jurisdictions.

### **4.6.3 - Business Pay Plan Claims**

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

- ❖ It’s a turnkey system;
- ❖ The system will do the work for you;
- ❖ Just get in and your downline will build through spillover;

- ❖ Just join and I'll build your downline for you;
- ❖ The company does all the work for you;
- ❖ You don't have to sell anything; or
- ❖ All you have to do is buy your products every month.

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

#### **4.6.4 - Income Claims**

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

#### **4.6.5 - Income Disclosure Statement**

Centropix corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we have developed the Centropix Income Disclosure Statement ("IDS"). The Centropix IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Centropix IBPs earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective IBPs. The failure to comply with this policy constitutes a significant and material breach of the Centropix IBP Agreement and will be grounds for disciplinary sanctions, including termination, pursuant to Section 9.1 (Disciplinary Sanctions).

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

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

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

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

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

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

Copies of the IDS may be printed or downloaded without charge from your Centropix Back Office or the corporate website at [bbo.centropix.services](http://bbo.centropix.services)

#### **4.7 - Repackaging and Re-labeling Prohibited**

Centropix products must be sold in their original packaging. IBPs may not repackage, re-label, or alter the labels on Centropix products. Tampering with labels/packaging could be a violation of federal and state laws, and may result in civil or criminal liability. IBPs may affix a personalized sticker with your personal/contact information to each product or product container, as long as you do so without removing existing labels or covering any text, graphics, or other material on the product label.

#### **4.8 - Commercial Outlets**

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

#### **4.9 - Military Installations**

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

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

Any IBP who intends to engage in commercial solicitation activities on a military installation must be aware of and become completely familiar with the applicable military

Regulation or Instruction. There are many activities that are permissible in a civilian environment that are not permissible on a military installation. Some of these activities include, but are not limited to:

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

The foregoing items are not an all-inclusive list. There are many more prohibited activities that

are addressed in the applicable military Regulation or Instruction. The violation of military Regulations or Instructions by one IBP could jeopardize the ability of all Centropix IBPs to engage in commercial solicitation activities on a particular military installation or even the entire branch of the military involved (e.g., Army, Air Force, Navy, Marines, or Coast Guard).

#### **4.10 - Trade Shows, Expositions and Other Sales Forums**

IBPs may display and/or sell Centropix products at trade shows and professional expositions. Before submitting a deposit to the event promoter, IBPs must contact the IBP Services department in writing for conditional approval, as Centropix policy is to authorize only one Centropix business per event. Final approval will be granted to the first IBP who submits an official advertisement of the event, a copy of the contract signed by both the IBP and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Compliance Department. Centropix further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the Centropix opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image Centropix wishes to portray.

#### **4.11 - Conflicts of Interest**

##### **4.11.1 - Crossline Recruiting**

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

For the purposes of this Section 4.11.1, the term "crossline recruiting" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, of another Centropix IBP or Customer to enroll, join, or otherwise participate in another Centropix marketing organization, downline, or line of sponsorship other than the one in which he, she, or it originally enrolled.

##### **4.11.2 - Nonsolicitation**

Centropix IBPs are free to participate in other direct selling entities, businesses, organizations, opportunities, or ventures (collectively referred to as a “Direct Selling Business”). However, during the term of this Agreement, any renewal or extension hereof, and for a period of one (1) year following the termination of an IBP’s Agreement, with the exception of an IBP who is personally sponsored by the IBP (or former IBP, as may be applicable), an IBP (or former IBP) may not recruit any Centropix IBP or Customer for another Direct Selling Business. IBPs and the Company recognize that because direct selling is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, IBPs and Centropix agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which IBPs are located. This provision shall survive the termination or expiration of the IBP Agreement.

For the purposes of this Section 4.11.2, the term “recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party) another Centropix IBP or Customer to: (1) enroll, join, or otherwise participate in another Direct Selling Business; or (2) terminate or alter his or her business or contractual relationship with the Centropix. The term “recruit” also includes the above activities in the event that the IBP’s actions are in response to an inquiry made by another IBP or Customer.

#### **4.11.3 - IBP Participation in Other Network Marketing Programs**

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

- ❖ IBPs must not sell, or attempt to sell, any competing non-Centropix programs, products or services to Centropix Customers or IBPs. Any program, product or services in the same generic categories as Centropix products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors. This provision does not apply where professional services are the primary source of revenues and the product sales are secondary to the provision of such services (e.g., physician’s offices, health clinics, health clubs, gyms, spas or beauty salons). However, an IBP may sell non-competing products or



services to Customers or IBPs who are personally-sponsored.

- ❖ IBPs shall not display Centropix promotional material, sales aids, products or services with or in the same location as, any non-Centropix promotional material or sales aids, products or services.
- ❖ IBPs shall not offer the Centropix opportunity, products or services to prospective or existing Centropix Customers or IBPs in conjunction with any non-Centropix program, opportunity, product or service.
- ❖ IBPs may not offer, present, display or discuss any non-Centropix products, services or opportunity at any Centropix-related meeting, seminar, convention, webinar, teleconference, or any other Centropix function.
- ❖ IBPs may not produce any literature, audio or video recording or promotional material of any nature (including but not limited to social media postings and emails) which is used by the IBP or any third person to recruit IBPs or customers to participate in any other Direct Selling Business;
- ❖ IBPs may not engage or participate in any activity that may reasonably be foreseen to draw an inquiry from Centropix IBPs or customers relating to the IBP's other Direct Selling Business activities, products or services.

All of these provisions as outlined in this Section 4.11.3 shall survive the termination or expiration of the IBP Agreement for a period of two (2) years after such termination or expiration.

#### **4.11.4 - Confidential Information**

“Confidential Information” includes, but is not limited to, Downline Genealogy Reports, the identities of Centropix customers and IBPs, contact information of Centropix customers and IBPs, IBPs' personal and group sales volumes, the number of IBPs in his or her downline, IBP rank and/or achievement levels, IBP earnings or any other financial and business information. All Confidential Information (whether oral or in written or electronic form) is proprietary information of Centropix and constitutes a business trade secret belonging to Centropix. Confidential Information is, or may be available, to IBPs in their respective back-offices. IBP access to such Confidential Information is password protected, and is confidential and constitutes proprietary information and business trade secrets belonging to Centropix. Such Confidential Information is provided to IBPs in strictest confidence and is made available to IBPs for the sole purpose of assisting IBPs in working with their respective downline organizations in the development of their Centropix business. IBPs may not use the reports for any purpose other than for developing, managing, or operating their Centropix business. Where an IBP participates in other multi-level



marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. IBPs should use the Confidential Information to assist, motivate, and train their downline IBPs. The IBP and Centropix agree that, but for this agreement of confidentiality and nondisclosure, Centropix would not provide Confidential Information to the IBP.

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

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

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether an IBP's Agreement has been terminated, or whether the IBP is or is not otherwise Third with the Centropix. Upon nonrenewal or termination of the Agreement, IBPs must immediately discontinue all use of the Confidential Information and if requested by the Centropix promptly return all materials in their possession to the Centropix within five (5) business days of request at their own expense.

#### **4.12 - Targeting Other Direct Sellers**

Centropix does not condone IBPs specifically or consciously targeting the sales force of another direct sales company to sell Centropix products or to become IBPs for Centropix, nor does Centropix condone IBPs solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should IBPs engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an IBP alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, Centropix will not pay any of

the IBP's defense costs or legal fees, nor will Centropix indemnify the IBP for any judgment, award, or settlement.

#### **4.13 - Errors or Questions**

If an IBP has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the IBP must notify Centropix in writing within 60 days of the date of the purported error or incident in question. Centropix will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

#### **4.14 - Governmental Approval or Endorsement**

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

#### **4.15 - Income Taxes**

Each IBP is responsible for paying local, state, and federal taxes on any income generated as an IBP. Unfortunately, we cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If an IBP's Centropix business is tax exempt, the Federal tax identification number must be provided to Centropix. Every year, Centropix will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (1) Had earnings of over \$600 in the previous calendar year; or (2) Made purchases during the previous calendar year in excess of \$5,000.

#### **4.16 - Independent Contractor Status**

IBPs are independent contractors. The agreement between Centropix and its IBPs does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the IBP. IBPs shall not be treated as an employee for his or her services or for Federal or State tax purposes. All IBPs are responsible for paying local, state, and federal taxes due from all compensation earned as an IBP of the Company. The IBP has no authority (expressed or implied), to bind the Company to any obligation. Each IBP shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the IBP Agreement, these Policies and Procedures, and applicable laws.

#### **4.17 - Insurance**

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy.

#### **4.18 - International Marketing**

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

IBPs have no authority to take any steps in any country toward the introduction or furtherance of the Company. This includes, but is not limited to, any attempt to register, reserve or otherwise secure any Company names, trademarks, trade names, copyright, patent, other intellectual property, to secure approval for products or business practices, or to establish business or governmental contacts. You agree to indemnify the Company for all costs incurred by it for any remedial action needed to exonerate the Company in the event you improperly act purportedly on behalf of the Company.

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

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

- advertise the Company, the Business Pay Plan or its products;
- offer Company products for sale or distribution
- conduct sales, enrollment or training meetings;

- enroll or attempt to enroll potential Customers or IBPs;
- Accept payment for enrollment or recruitment from citizens of countries where Centropix does not conduct business;
- promote international expansion via the Internet or in promotional literature; or
- conduct any other activity for the purpose of selling Centropix products, establishing a marketing organization, or promoting the Centropix opportunity.

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

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

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

#### **4.19 - Excess Inventory and Bonus Buying**

IBPs must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other IBP to buy more products than they can reasonably use or sell to retail customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice.

#### **4.20 - Adherence to Laws, Regulations and the Agreement**

IBPs must comply with all federal, state, and local laws, regulations, ordinances, codes, and the terms of the Agreement in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not

applicable to IBPs because of the nature of their business. However, IBPs must obey those laws that do apply to them. If a city or county official tells an IBP that an ordinance applies to him or her, the IBP shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Centropix. In addition, IBPs must not recommend, encourage or teach other IBPs to violate federal, state, or local laws, regulations, ordinances, codes, or the terms of the Agreement in the operation of their Centropix business.

#### **4.21 - One Centropix Business Per IBP and Per Household**

An IBP may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Centropix business. No individual may have, operate or receive compensation from more than one Centropix business.

Except as set forth herein, individuals of the same Household may have separate Centropix Businesses. A "Household" is defined as spouses, adult children, parents, parents-in-law or other immediate family members (whether related by blood, marriage or adoption) living at or doing business at the same address. In order to maintain the integrity of the Centropix Business Pay Plan, husbands and wives, common-law couples, or domestic partners (collectively "spouses"), who wish to become Centropix may only have, own, maintain and operate one Centropix business. Spouses, regardless of whether one or both are signatories to the IBP Application and Agreement, may not own or operate any other Centropix business, either individually or jointly, nor may they participate directly, indirectly or equitably (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another Centropix business in any form. An exception to the one business per IBP per spousal couple rule will be considered on a case-by-case basis if two IBPs marry or in cases of an IBP receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Compliance Department.

#### **4.22 - Actions of Household Members or Third Parties**

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

deemed a violation by the Business Entity, and Centropix may take disciplinary action against the Business Entity. Likewise, if an IBP enrolls in Centropix as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

#### **4.23 - Roll-up of Marketing Organization**

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

#### **4.24 - Sale, Transfer or Assignment of Centropix Business**

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

- ❖ The buyer or transferee must become a qualified Centropix IBP. If the buyer is an active Centropix IBP, he or she must first terminate his or her Centropix business and wait one (1) year before acquiring any interest in a different Centropix business.
- ❖ Before the transfer can be finalized and approved by Centropix, any debt obligations the selling party has with Centropix must be satisfied.
- ❖ The transferring party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to transfer a Centropix business.

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

the Compliance Department, such transfer shall be voidable in the sole and absolute discretion of Centropix.

#### **4.25 - Separation of a Centropix Business**

Centropix IBPs sometimes operate their Centropix businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, limited liability company, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

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

- ❖ One of the parties may, with consent of the other(s), operate the Centropix business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Centropix to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee.
- ❖ The parties may continue to operate the Centropix business jointly on a “business-as-usual” basis, whereupon all compensation paid by Centropix will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Centropix split commission and bonus checks between divorcing spouses or members of dissolving entities. Centropix will recognize only one downline organization and will issue only one commission check per Centropix business per commission cycle. Commission checks shall always be issued to the same individual or entity.

If a former spouse has completely relinquished all rights in the original Centropix business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting one (1) year. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity IBP who retains no interest in the business must

wait one (1) year from the date of the final dissolution before re-enrolling as an IBP. In either case, the former spouse or business IBP shall have no rights to any IBPs in their former organization or to any former Customer. They must develop the new business in the same manner as would any other new IBP.

#### 4.26 - Sponsoring Online

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

#### 4.27 - Succession

Upon the death or medically-certified incapacitation of an IBP, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper, including but not limited to, letters of administration, letter testamentary and the Final Order of Probate. Accordingly, an IBP should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Centropix business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased IBP's marketing organization provided the following qualifications are met. The successor(s) must:

- ❖ Execute an IBP Agreement;
- ❖ Comply with terms and provisions of the Agreement;
- ❖ Meet all of the qualifications for the deceased IBP's status;
- ❖ The devisee must provide Centropix 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 (such as a corporation or limited liability company) and acquire a Federal Taxpayer Identification Number. Centropix will issue all bonus and commission checks and one 1099 to the business entity.

##### 4.27.1 - Transfer Upon Death of an IBP

To effect a testamentary transfer of a Centropix business, the executor of the estate must



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

#### **4.27.2 - Transfer Upon Medically-Certified Incapacitation of an IBP**

To effectuate a transfer of a Centropix business because of incapacity, the successor must provide the following to Centropix: (1) a notarized copy of the certificate of incapacitation; (2) a notarized copy of an appointment as trustee; (3) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Centropix business; and (4) a completed IBP Agreement executed by the trustee.

#### **4.28 - Telemarketing Techniques**

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although Centropix does not consider IBPs to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, IBPs must not engage in telemarketing in the operation of their Centropix businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Centropix product or service, or to recruit them for the Centropix opportunity. "Cold calls" made to prospective customers or IBPs that promote either Centropix products or the Centropix opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or IBP (a "prospect") is permissible under the following situations:

- ❖ If the IBP has an established business relationship with the prospect. An "established business relationship" is a relationship between an IBP and a prospect based on the prospect's purchase, rental, or lease of goods or services from the IBP, or a financial transaction between the prospect and the IBP, within the

eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.

- ❖ The prospect's personal inquiry or application regarding a product or service offered by the IBP, within the three (3) months immediately preceding the date of such a call.
- ❖ If the IBP receives written and signed permission from the prospect authorizing the IBP to call. The authorization must specify the telephone number(s) which the IBP is authorized to call.
- ❖ You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.
- ❖ IBPs shall not use automatic telephone dialing systems or software relative to the operation of their Centropix businesses.
- ❖ IBPs shall not place or initiate any outbound telephone call to any person who delivers any pre-recorded message (a "robocall") regarding or relating to the Centropix products or opportunity.

#### **4.29 - Back Office Access**

Centropix makes online back offices available to its IBPs in good standing. Back offices provide IBPs access to confidential and proprietary information that may be used solely and exclusively to promote the development of an IBP's Centropix business and to increase sales of Centropix products. However, access to a back office is a privilege, and not a right. Centropix reserves the right to deny IBPs' access to the back office at its sole discretion.

#### **4.30 - Unauthorized Communication**

In the excitement and enthusiasm of working his or her Centropix business, an IBP may attempt to contact the Company's vendors, suppliers, or advisors with questions or ideas. Any such communication without the Company's prior written consent is strictly prohibited. Vendors, suppliers, and advisors are often not set up to handle a large volume of contacts. Equally

important, we must respect their rights to privacy. Questions regarding any of these Entities may be directed to Field Support.

# SECTION 5 - RESPONSIBILITIES OF INDEPENDENT BRAND PARTNER

## 5.1 - Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that the Centropix files are current. Street addresses are required for shipping since UPS and FedEx cannot deliver to a post office box. IBPs planning to change their e-mail address or move must send their new address and telephone numbers to Centropix Corporate Offices to the attention of the IBP Services Department. To guarantee proper delivery, two weeks advance notice must be provided to Centropix on all changes. In the alternative, an IBP's whose contact information changes may amend their contact information through their IBP Back Office.

## 5.2 - Continuing Development Obligations

### 5.2.1 - Ongoing Training

Any IBP who sponsors another IBP into Centropix must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Centropix business. IBPs must have ongoing contact and communication with the IBPs in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline IBPs to Centropix meetings, training sessions, and other functions. Upline IBPs are also responsible to motivate and train new IBPs in Centropix product knowledge, effective sales techniques, the Centropix Business Pay Plan, and compliance with Company Policies and Procedures and applicable laws. Communication with and the training of downline IBPs must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of IBP-produced sales aids and promotional materials).

IBPs should monitor the IBPs in their Downline Organizations to guard against downline IBPs making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

### 5.2.2 - Increased Training Responsibilities

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

their organization.

### **5.2.3 - Ongoing Sales Responsibilities**

Regardless of their level of achievement, IBPs have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

### **5.2.4 - Reporting Policy Violations (Be a good Centropix Ambassador)**

IBPs who are aware of a violation of these Policies and Procedures by another IBP must submit a written report of the violation directly to the attention of Centropix Compliance Department by mail or email at [compliance@centropix.services](mailto:compliance@centropix.services). Details of the incident in question such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. Any incident reported to the Compliance Department must have supporting documentation such as images, screenshots, text messages, emails, etc.. Any incident reported without proper supporting documentation will not be reviewed.

## **5.3 - Non-disparagement**

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

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

Company, its Ambassadors, Customers or its Centropix IBPs.

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

#### **5.4 - Providing Documentation to Applicants**

IBPs must provide the most current version of the Policies and Procedures and the Business Pay Plan to individuals whom they are sponsoring to become IBPs before the applicant signs an IBP Agreement, or ensure that they have online access to these materials.

# SECTION 6 - SALES REQUIREMENTS

## 6.1 - Product Sales

The Centropix Business Pay Plan is based on the sale of Centropix products to end consumers. IBPs must fulfill personal and organizational retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

## 6.2 - No Territory Restrictions

There are no exclusive territories granted to anyone.

## 6.3 - Sales Receipts

All IBPs must provide their retail customers with two copies of an official Centropix sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Records documenting the purchases of IBPs' Customers will be maintained by Centropix.

# SECTION 7 - BONUSES AND COMMISSIONS

## 7.1 - Bonus and Commission Qualifications and Accrual

An IBP must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an IBP complies with the terms of the Agreement, Centropix shall pay commissions to such IBP in accordance with the Marketing and Compensation plan.

## 7.2 - Adjustment to Bonuses and Commissions

### 7.2.1 - Adjustments for Returned Products

IBPs receive bonuses, commissions, or overrides based on the actual sales of products and services to end consumers. When a product is returned to Centropix for a refund or is repurchased by the Company, any of the following may occur at the Company's discretion: (1) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service will be deducted from payments to the IBP and upline IBPs who received bonuses, commissions, or overrides on the sales of the refunded product(s), in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered; (2) the IBP or upline IBPs who earned bonuses, commissions, or overrides based on the sale of the returned product(s) will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or (3) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) may be deducted from any refunds or credits to the IBP who received the bonuses, commissions, or overrides on the sales of the refunded product(s). In the event that the Company is unable, within twelve (12) months from the payment of any refund(s) by the Company, to recover all bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service(s) from the IBP or upline IBPs who received them, the Company shall be entitled to assert a claim against such IBP(s) for payment.

### 7.2.2 - Commission Payment

The Company pays commissions via direct deposit into IBPs' bank accounts or via direct payment onto a Company provided debit card.

### 7.2.3 - Tax Withholdings

If an IBP fails to provide his or her correct tax identification number, Centropix will deduct the necessary withholdings from the IBP's commission checks as required by law.



### 7.3 - Reports

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

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

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CENTROPIX AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY INDEPENDENT BRAND PARTNER (IBP) OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF CENTROPIX 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, CENTROPIX 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 Centropix online and telephone reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you

are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Centropix online and telephone reporting services and your reliance upon the information.

## **SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE**

### **8.1 - Product Guarantee, Warranty, and Rescission**

Centropix offers a money back guarantee on products for customers who return them within thirty (30) days from the date of sale, less a 10% restocking fee. Products shipped directly to a Customer by the Company must be returned to the Company and the refund will be issued to the Customer by the Company. Every IBP is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any Centropix product or service, the retail customer may return the product to the IBP from whom it was purchased, within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (less shipping costs). This product satisfaction guarantee does not apply to products damaged by abuse or misuse, and shipping costs are not refundable. IBPs shall disclose the terms of the warranty to his/her customers at the time of sale and shall also point out this warranty information on the sales receipt and product literature.

If an IBP returns more than ten thousand dollars (\$10,000) for a refund in any 12 consecutive month period, the request will constitute the IBP's voluntary termination of his/her IBP Agreement, and the refund will be processed as an inventory repurchase pursuant to Section 8.3, and the IBP's Agreement will be terminated and his or her Centropix business will be cancelled.

### **8.2 - Rescission**

#### **8.2.1 - Retail Customers**

Federal and state law requires that a retail customer who makes a purchase of \$25.00 or more has three business days (excluding Sundays and legal holidays) (5 business days for Alaska residents and 15 business days in North Dakota for Individuals age 65 and older) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form or sales receipt. When an IBP makes a sale or takes an order from a retail customer who cancels or requests a refund within the three business day period, the IBP must promptly refund the customer's money as long as the products are returned

to the IBP in substantially as good condition as when received (five business days for Alaska residents).

### **8.2.2 - Customers**

IBPs *must* notify their Customers that they have three business days (excluding Sundays and legal holidays) (5 business days for Alaska residents and 15 business days in North Dakota for Individuals age 65 and older) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. IBPs should also notify their Customers about these time limits at the time they enroll as a Customer and place their first order. Products shipped directly to a Customer by the Company must be returned to the Company and the refund will be issued to the Customer by the Company. Customers may contact the Company for a “call tag” that will provide return shipping back to the Company at no cost to the Customer.

### **8.2.3 - Informing Customers**

IBPs *MUST* verbally inform their Customers of this right of rescission, they *MUST* provide their retail customers with TWO copies of a retail receipt at the time of the sale, and *MUST* point out this cancellation right stated on the receipt. If a Customer places an order online, the Company will provide the Customer with the receipt. IBPs must ensure that the date of the order or purchase is entered on the Retail Sales Receipt. All retail customers must be provided with two copies of an official Centropix Retail Sales Receipt at the time of the sale. The back of the receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

### **8.3 - Return of Inventory and Sales Aids by IBPs Upon Termination**

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

purchased, and such product(s) is/are subsequently returned for a refund, the commission, rebate, or any other form of compensation that was paid based on that product purchase will be deducted from the amount of the refund.

Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) they are still in Centropix current inventory; (5) the expiration date(s) for any returned products has not passed; and (6) they are returned to Centropix within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable. Replicated Website fees are not refundable except as required by applicable state law.

#### **8.4 - Procedures for All Returns**

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

- ❖ All items must be returned by the IBP or customer who purchased it directly from Centropix.
- ❖ All items to be returned must have a Return Authorization Number which is obtained by calling the IBP Services Department. This Return Authorization Number must be written on each carton returned.
- ❖ The return is accompanied by:
  - The original packing slip with the completed (and signed Consumer Return information, if applicable);
  - The unused portion of the item(s) in its/their original container.
- ❖ Proper shipping carton(s) and packing materials are to be used in packaging the items(s) being returned, and the best and most economical means of shipping is suggested. All returns must be shipped to Centropix shipping pre-paid. Centropix does not accept shipping-collect packages. The risk of loss in shipping for returned items shall be on the IBP. If the returned items are not received by the Company's Distribution Center, it is the responsibility of the IBP to trace the shipment.
- ❖ If an IBP is returning merchandise to Centropix that was returned to him or her by a personal retail customer, the product must be received by Centropix within ten (10) days from the date on which the retail customer returned the merchandise to the IBP, and must be accompanied by the sales receipt the IBP gave to the customer

at the time of the sale.

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

## SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

### 9.1 - 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 IBP 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 IBP's Centropix business), may result, at Centropix discretion, in one or more of the following corrective measures:

- ❖ Issuance of a written warning or admonition;
- ❖ Requiring the IBP 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;
- ❖ Centropix may withhold from an IBP all or part of the IBP's bonuses and commissions during the period that Centropix is investigating any conduct allegedly violative of the Agreement. If an IBP's business is canceled for disciplinary reasons, the IBP will not be entitled to recover any commissions withheld during the investigation period;
- ❖ Suspension of the individual's IBP Agreement for one or more pay periods;
- ❖ Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of an IBP (which may subsequently be re-earned by the IBP);
- ❖ Transfer or removal of some or all of an IBP's downline IBPs from the offending IBP's downline organization.
- ❖ Involuntary termination of the offender's IBP Agreement;
- ❖ Suspension and/or termination of the offending IBP's Centropix website or website access;

- ❖ Any other measure expressly allowed within any provision of the Agreement or which Centropix deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IBP's policy violation or contractual breach;
- ❖ In situations deemed appropriate by Centropix, the Company may institute legal proceedings for monetary and/or equitable relief.

## 9.2 - Grievances and Complaints

When an IBP has a grievance or complaint with another IBP regarding any practice or conduct in relationship to their respective Centropix businesses, the complaining IBP should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the IBP Services Department at the Company. The IBP Services Department will review the facts and attempt to resolve it.

## 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 arbitration. The Parties waive all rights to trial by jury or to any court.** The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures. The *Commercial Arbitration Rules and Mediation Procedures* of the AAA are available on the AAA's website at [www.adr.org](http://www.adr.org). The *Streamlined Arbitration Rules & Procedures* are available on the JAMS website at [www.jamsadr.com](http://www.jamsadr.com). Copies of AAA's *Commercial Arbitration Rules and Mediation Procedures* or JAM's *Streamlined Arbitration Rules & Procedures* will also be emailed to IBPs upon request to Centropix Compliance Department.

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

- ❖ The Federal Rules of Evidence shall apply in all cases;
- ❖ The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- ❖ The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;

- ❖ The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- ❖ The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

All arbitration proceedings shall be held in St. Petersburg, Florida. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

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

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

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

#### **9.4 - Governing Law, Jurisdiction, and Venue**

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

#### **9.4.1 - Louisiana Residents**

Notwithstanding the foregoing, and the arbitration provision in Section 9.3, residents of the State of Louisiana shall be entitled to bring an action against Centropix in their home forum and pursuant to Louisiana law.



## **SECTION 10 - PAYMENTS**

### **10.1 - Restrictions on Third Party Use of Credit Cards**

An IBP shall not permit other IBPs or Customers to use his or her credit card to enroll in or to make purchases from the Company. An IBP shall not use the credit card or debit card of a third party, or make debits to the checking or savings account of a third party, to enroll in or to make purchases from the Company.

### **10.2 - Sales Taxes**

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

# SECTION 11 - INACTIVITY, RECLASSIFICATION AND TERMINATION

## 11.1 - Effect of Termination

So long as an IBP remains active and complies with the terms of the IBP Agreement and these Policies and Procedures, Centropix shall pay commissions to such IBP in accordance with the Business Pay Plan. An IBP's bonuses and commissions constitute the entire consideration for the IBP's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an IBP's non-renewal of his or her IBP Agreement, termination for inactivity, or voluntary or involuntary termination of his or her IBP Agreement (all of these methods are collectively referred to as "termination"), the former IBP shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. **An IBP whose business is cancelled will lose all rights as an IBP. This includes the right to sell Centropix products and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the IBP's former downline sales organization. In the event of termination, IBPs agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.**

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

## 11.2 - Termination Due to Inactivity

### 11.2.1 - Deadwood Quota

If an IBP fails to personally generate at least one thousand (1000) Points during the term of his or her IBP Agreement, he or she shall be placed on Inactive Status for the following year (an "Inactive Year"). If he or she remains inactive during the Inactive Year, his or her IBP Agreement shall be terminated for inactivity.

### **11.2.2 - Reclassification Following Termination Due to Inactivity**

If an IBP is cancelled for inactivity, his or her IBP Agreement will be terminated. If he or she is on the Company's Subscription Program, the Subscription Agreement shall remain in force and he or she shall be re-classified as a Customer.

### **11.3 - Involuntary Termination**

An IBP's violation of any of the terms of the Agreement, including any amendments that may be made by Centropix in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary termination of his or her IBP Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the IBP's last known address, email address, or fax number, or to his/her attorney, or when the IBP receives actual notice of termination, whichever occurs first.

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

### **11.4 - Voluntary Termination**

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

### **11.5 - Non-renewal**

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

### **11.6 - Exceptions to Activity Requirements**

#### **11.6.1 - Military Deployment**

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

## SECTION 12 - DEFINITIONS

Active Customer — A Customer who purchases Centropix products during a particular month.

Active IBP — An IBP who has generated one thousand (1,000) or more Personal Points during the term of his or her IBP Agreement.

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

IBP Kit — A selection of Centropix training materials and business support literature, and IBP replicated website that each new Independent Marketing IBP is required to purchase.

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

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

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

Customer — An individual who purchases Centropix products, with or without a Subscription, from or through an IBP but who is not an IBP or a participant in the Centropix compensation plan.

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

Downline Line — Each one of the individuals personally enrolled immediately underneath you

and their respective marketing organizations represents one “leg” in your marketing organization.

**Enroll** — The act of introducing a prospective IBP to Centropix and assisting him or her to execute an IBP Application and Agreement and thereby become a Centropix IBP. (Also see the definition of “Sponsor.”) These activities are called “enrolling.”

**Enroller** — The person who enrolls a prospective IBP into Centropix.

**Group Volume** — The commissionable value of products purchased by the Customers and IBPs in the downline of a particular IBP.

**Official Centropix Material** — Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by Centropix to IBPs.

**Personal Volume** — The commissionable value of products purchased by: (1) an IBP; (2) the IBP’s personally-enrolled Customers; and (3) the IBP’s personal Retail Customers who purchase from the IBP’s Centropix replicated website.

**Rank** — The “title” that an IBP holds pursuant to the Centropix Business Pay Plan. “Title Rank” refers to the highest rank an IBP has achieved in the Centropix compensation plan at any time. “Paid As” rank refers to the rank at which an IBP is qualified to earn commissions and bonuses during the current pay period.

**Recruit** — For purposes of Centropix Conflict of Interest Policy (Section 4.11), the term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Centropix IBP or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

**Replicated Website** – A website provided by Centropix to IBPs which utilizes website templates developed by Centropix.

**Resalable** — Products and Sales aids shall be deemed “resalable” if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice

within the trade to sell the merchandise at full price; 4) it is returned to Centropix within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

Retail Sales – Sales to a Customer.

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

Sponsor — An IBP under whom an Enroller places a new IBP or Customer and is listed as the Sponsor on the IBP or Customer Application and Agreement.

Tier— The layers of downline Customers and IBPs in a particular IBP's downline. This term refers to the relationship of an IBP relative to a particular upline IBP, determined by the number of IBPs between them who are related by sponsorship. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A's fourth level.

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