



STATEMENT OF POLICIES & PROCEDURES

TruPowur, Inc.

STATEMENT OF POLICIES & PROCEDURES

EFFECTIVE January 1, 2023

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INTRODUCTION

TruPowur, Inc. (“TruPowur”), through its products, providers, and vendors, provides simple everyday products and services that allow customers (“Customers”) and Independent TruPowur Consultants (“Consultants”) to live more vibrantly, more efficiently, more affordably and that makes life better. A Consultant will have the Opportunity to participate in this mission by selling the products and services to Customers and by the TruPowur Compensation Plan and Consultant Opportunity with others. In so doing, Consultants agree to adhere to the terms set forth in this Statement of Policies & Procedures (the “Policies”) and in the Independent Consultant Application and Agreement (the “Consultant Agreement”). If a Consultant has any questions or requires clarification regarding the Policies or the Consultant Agreement, the Consultant should contact the appropriate TruPowur Department.

SECTION 1 AGREEMENT

1.1 Application, Policies, and Compensation Plan Form the Agreement

These Policies along with the TruPowur Compensation Plan (both as amended from time to time) are incorporated into the Consultant Agreement and along with the Consultant Agreement are referred to in these Policies as the “Agreement.” It is the responsibility of Consultants to read, understand, adhere to and ensure that they are operating under the most current version of the Agreement. When sponsoring a new Consultant, it is the responsibility of the sponsoring Consultant (the “Sponsor”) to ensure that the prospective Consultant is provided with, or has online access to, the most current version of the Agreement prior to the prospective Consultant’s execution of the Consultant Agreement. Any resident of a country outside the United States in which TruPowur has opened for business will be bound by the Consultant Agreement, Policies & Procedures and Compensation Plan specifically developed for that country. Any capitalized term not expressly defined in the Policies shall have the meaning given to such term in Section 12: Definitions.

1.2 Changes to the Agreement

TruPowur reserves the right to amend the Agreement (in totality, the “Amendments”) at its sole and absolute discretion. Amendments shall take effect five business days after publication. Publication of notice of Amendments shall be made by TruPowur via one or more of the following methods: (i) posting on TruPowur’s official website; (ii) posting in the Virtual Office; (iii) electronic mail; or (iv) inclusion in special mailings or other TruPowur communications. The continuation of a Consultant’s TruPowur business or a Consultant’s acceptance of compensation after the publication of an Amendment constitutes acceptance of the Amendment.

1.3 Term and Renewal of the Consultant Agreement

The term of the Consultant Agreement is one year from the date of TruPowur’s acceptance of the Consultant Agreement unless otherwise earlier canceled as provided therein. Consultants wishing to continue their independent TruPowur business must renew

the Consultant Agreement for subsequent one-year terms by paying a renewal fee prior to the renewal date and complying with the Agreement. TruPowur reserves the right in its sole discretion to reject the renewal of a Consultant Agreement.

Unless a Consultant requests nonrenewal by sending an email to TruPowur at least 30 days prior to the renewal date or opts out following receipt of the renewal notification, the then-current renewal fee (as posted on TruPowur’s website) will be automatically charged to the Consultant’s credit card on file.

If TruPowur is unable to process the credit card, the Consultant will be placed in a suspended status and will have up to 10 days from the renewal date in which to pay the renewal fee. If the Consultant does not pay the renewal fee within the 10-day time period, TruPowur will terminate the Consultant Agreement effective as of the original non-renewal date, and the Consultant will lose all rights to earn future commissions and bonuses after the original non-renewal date. If the Consultant decides to re-enroll, he or she may do so under a new Consultant Agreement. However, the Consultant will not resume placement in nor retain the Consultant’s Organization that was in place prior to the termination date.

1.4 Independent Relationship

Certain suppliers, partners, and other vendors of TruPowur products and services are independent of TruPowur. TruPowur has no control over third parties, transfers, or enrollment rules and regulations. TruPowur is not responsible for any delays or rejections for Customer enrollments or product or service fulfillment, including the consequences of such delays or the effect on potential bonuses and commissions. In addition, TruPowur is not responsible for any delays or changes to products or programs due to state and federal regulatory or policy changes, including the effect on potential bonuses and commissions.

SECTION 2

BECOMING A CONSULTANT

2.1 Requirements to Become a Consultant

To become and continue as a TruPowur Consultant, each applicant must:

- a) Be at least 18 years of age (proof of date of birth may be requested)
- b) Be a citizen, legal resident, or naturalized person of the United States and able to work legally in the United States;
- c) Have a valid Social Security number, Individual Taxpayer Identification Number (“ITIN”), or Federal Employer Identification Number (“FEIN”), as applicable, that exactly matches the Consultant’s name;
- d) Submit a complete and accurate Consultant Agreement to TruPowur, either in hard copy or online format; and
- e) Complete and submit the banking information and IRS Form W-9 (Request for Taxpayer Identification Number). Banking information and all required tax forms must match the Consultant’s name as listed on the Consultant Agreement.

TruPowur reserves the right to accept or reject any Consultant Agreement for any reason or for no reason.

2.2 Conflicts of Interest

In order to avoid actual or perceived conflicts of interest, certain individuals are not permitted to enroll as Consultants. Neither employees of TruPowur, nor their spouses, immediate family members, or Household members, nor owners or employees of TruPowur’s parent company, Affiliates, providers, vendors, or their spouses, immediate family members, or Household members (collectively “Interested Parties”) may enroll as TruPowur Consultants. By completing the Consultant Agreement, an applicant verifies that he or she is not an Interested Party.

2.3 Purchase Requirement to be a Consultant

There is a requirement to enroll with TruPowur in order to become or remain a Consultant.

2.4 Welcome Package and Other Included Tools

In order to familiarize Consultants with the TruPowur brand, products, and services and its sales techniques, sales aids, and other materials, TruPowur provides a welcome package (the “Welcome Package”) and included tools as part of the Consultant enrollment fee. Welcome Packages are provided for download by the Consultant in the Consultant. Other included tools, including a website, Virtual or Back-Office management software, and marketing tools, may be provided along with the Welcome Package or digitally following completion of the Consultant enrollment and onboarding.

2.5 Consultant Benefits

Upon TruPowur’s acceptance of the Consultant Agreement, the applicant becomes a TruPowur Consultant. Consultants have the following rights:

- a) To sell TruPowur products and services in available markets.
- b) To sponsor others as Consultants and build an Organization.
- c) To participate in the Compensation Plan and receive bonuses and commissions on the sales of products and services.
- d) To receive communications from TruPowur and receive awards, recognition, and other benefits that are made available to qualified Consultants from time to time.
- e) Upon the purchase and acceptance of the required upgrade of membership, (as defined Broker License) Consultant will be able to offer the TruPowur Opportunity Program to potential new Consultants.

2.6 Consultant Communications and Recognition

2.6.1 Communications

To protect a Consultant’s privacy, TruPowur will only communicate with the name that appears in the field for Applicant Name or Co-Applicant Name (if an individual) or for Contact Name (if a Business Entity) on the Consultant Agreement. TruPowur will send emails only to the email account provided by TruPowur or the Consultant.

2.6.2 Recognition

If a Consultant is the recipient of an award, advancement, or other recognition (collectively “Recognition”), Recognition will be under the individual’s or Business Entity’s name which appears in the “Recognition Name” field. If there is no name in the Recognition Name field, the default will be the Consultant’s name. Consultants have the right to elect to not receive Recognition by opting out of Recognition. If the Consultant does not opt out of Recognition, TruPowur will assume the Consultant wishes to receive Recognition for the Consultant’s efforts. TruPowur is not required to recognize a Consultant’s effort and Recognition may be withheld for Consultants who are not in Good Standing with TruPowur or for any other reason, in TruPowur’s sole discretion. Each Consultant acknowledges that TruPowur makes no guarantees that a Consultant’s identity as a TruPowur Consultant will remain anonymous and waives any and all claims against TruPowur and its Affiliates and their equity owners, directors, managers, officers, employees, agents, and brokers (collectively “TruPowur Related Parties”) with respect to TruPowur’s promotion of or errors regarding Recognition.

SECTION 3

OPERATING AN INDEPENDENT TRUPOWUR BUSINESS

3.1 Training of and by Consultants

3.1.1 Materials and Events

Education, training, and motivation are critically important to building a successful TruPowur business. To educate Consultants in the business and teach them how to sell services and products and train and motivate others, TruPowur provides support materials, support services, and training events. These materials may include online materials made available via a Consultant's Virtual or Back-Office, smart devices, training and recognition events, and conventions. Consultants are not required to purchase these items or to attend such events. Consultants are encouraged to further their understanding of TruPowur products and services and the TruPowur Opportunity and to take advantage of the training materials provided, which are both informative and educational. Consultants should ensure they keep current on any new training provided by TruPowur and should ensure Consultants in their Organization are current on any training materials. TruPowur reserves the right and may require that Consultants complete certain training from time to time and restrict certain Consultant benefits until training is complete in order to ensure all Consultants stay current on new markets and new products and services, or as may be required by providers or regulators.

3.1.2 Consultant Training Obligations

Consultants who sponsor other Consultants should provide assistance and training to sponsored Consultants. Consultants should have ongoing contact and communication with the Consultants in their Organizations, including but not limited to: newsletters, correspondence, personal meetings, telephone contact, voicemail, and accompanying Consultants to TruPowur meetings, training sessions, and other functions. Except as set forth in Section 4.5, when training team Consultants, Consultants exclusively must use the training materials produced by TruPowur. TruPowur-approved and produced training materials are available on TruPowur's website and in each Consultant's Virtual or Back-Office. If members of a team have repeated, consistent, and/or formulaic violations of the Agreement, TruPowur has the right to hold a team accountable and liable for such violations and to take the disciplinary action described in Section 11 against such team.

3.2 Customer Enrollment Compliance Guidelines

a) For each of TruPowur's services, each Customer must enroll personally and accept the terms and conditions of the Customer Agreement. Consultants should be aware that for services, regulation dictates that only the account holder of record is authorized to enroll for energy services and any violations of

this may result not only in strict action (up to and including termination) against the Consultant per these Policies but also potential regulatory action. Consultants may not, in any case, enroll on behalf of a Customer and may not use a Customer's bill to enroll on behalf of a Customer, even if the Customer asks the Consultant to do so.

b) Customers must enroll using their own information for payment and Consultants may not purchase products for a Customer or use the Consultant's credit card for enrollment or purchase of any TruPowur products for their Customers.

c) Consultants have no authority to and shall not amend or change any of the terms and conditions of any Customer Agreement with TruPowur or its providers or vendors.

d) Customers must provide a recent utility bill no more than 2 months old in order to enroll for services.

e) Consultants should inform their Customers who are currently in an indexed or fixed-rate term with another supplier that they may incur a termination fee from their current supplier if they enroll with TruPowur prior to completion of their current term. TruPowur will make its best efforts to recognize and notify potential Customers of this conflict as well, but it is the Consultant's responsibility to ensure their Customers are aware of any potential existing contracts and terms the Customer is currently bound by.

f) Consultants should advise residential Customers to utilize the following methods for enrollment: (i) via the Consultant's Personal TruPowur Website URL (as defined in Section 4.4.2); (ii) by submitting a Customer Agreement form to TruPowur available in Virtual or Back-Office; or (iii) by calling TruPowur to enroll over the phone.

g) Commercial Customers, including energy or solar Customers, will enroll via a signed Customer Agreement whereby rates, project design, pricing, and all commercial terms will be specified. Consultants can begin this process for their commercial Customers by contacting the TruPowur commercial department at commercial@TruPowur.com.

h) Customers who may enroll through a Consultant's Personal TruPowur Website URL, the Customer's personal computer, or the Customer's personal computing device to enroll. If a Consultant is aware that a Customer plans to use a central location, such as a community center to enroll, the Consultant should notify TruPowur in advance of the enrollment as TruPowur reserves the right to audit enrollments coming from a common IP address prior to qualification of such enrollments.

i) Customers who enroll through a printed Customer Agreement must use the most current version of the Customer Agreement, and must completely fill out all required fields, sign and date the Customer Agreement

and must be the authorized account holder of record. An incomplete Customer Agreement will not be processed and a new Customer Agreement must be submitted. TruPowur and its providers and vendors are not responsible for any damages or injury to the Consultant caused by the Consultant's submission of an incomplete Customer Agreement.

j) Consultants shall not abuse the trust of Customers, shall respect any lack of commercial experience of Customers, and shall not exploit a Customer's age, illness, lack of understanding, or lack of language expertise. When it is apparent that a Customer's English language skills are insufficient, the Consultant must use an interpreter, find another Consultant fluent in the Customer's language, or cease pursuing the prospect.

3.3 Customers Enrolled Under TruPowur

If a new Customer enrolls without designating a specific Consultant or inadvertently selects an unintended Consultant, the appropriate Consultant may request that the Customer be transferred to the designated Consultant's Organization. Requests for transfer under this policy will be processed as long as the requesting Consultant makes the request in writing, with the Customer's permission, to TruPowur within 10 business days of the Customer's date of enrollment (or such later date as determined by TruPowur's sole discretion). Consultants have a duty to verify that their Customer lists are up to date. If a Consultant fails to request such a change within 10 business days, the Consultant waives any and all claims against TruPowur and TruPowur Related Parties arising from the enrollment of the Customer. No Consultant will receive a retroactive commission payment.

3.4 Disputes Over Customer Enrollments

If there is a dispute among Consultants as to which Consultant should be the enroller of a Customer, TruPowur generally will regard the first Customer Agreement it receives as controlling. Customers may enroll under a different Consultant after six-months of inactivity.

3.5 Holding Consultant or Customer Applications

Consultants must not manipulate the Agreements for enrollment of new Consultants or new Customers. All Consultant Agreements and Customer Agreements must be sent to TruPowur within 72 hours from when they are completed. If not, the Customer Agreements may be considered void by TruPowur. All Consultant and Customer Agreements are the property of TruPowur.

3.6 Compliance with Laws

Consultants shall comply with all applicable federal, state, and local laws, orders, ordinances, policies, and regulations governing their independent businesses and the products and services offered through TruPowur such as deregulated energy management services, utility audits, and solar energy. Many cities and

counties have laws regulating certain home-based businesses and independent contractor activities, and Consultants are responsible for complying with such laws.

3.7 Representations to the Public

When promoting TruPowur products, services, or Opportunity, Consultants shall comply with the terms of the Agreement and shall: (i) identify themselves as Independent Consultants of TruPowur, not as employees of TruPowur or providers or vendors of its products and services; and (ii) notify prospective Customers that TruPowur is a sales and marketing company that sells services and products for its providers and vendors.

3.8 Sales Presentations

When marketing the products, services, or Opportunities of TruPowur in person and in sales presentations, Consultants shall truthfully identify themselves, the products and services, and the purpose of their business to prospective Customers and Consultants. Explanation and demonstration of services and products offered shall be accurate and complete, including, but not limited to, with regard to price, terms of payment, refund rights, guarantees, and after-sales services, delivery, income claims, and training. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness and in accordance with applicable laws. Consultants must immediately discontinue a demonstration or sales presentation upon the request of the Customer or Consultant. Consultants shall not, directly or by implication, denigrate TruPowur or any TruPowur product or service, its Affiliates, directors, managers, officers, employees, agents, and brokers (collectively "TruPowur Related Parties"). Consultants shall refrain from using comparisons that are likely to mislead and which are incompatible with the principles of fair competition.

3.9 Cross-Team Recruiting

TruPowur does not permit a Consultant to Recruit the guests or prospects of other Consultants who attend TruPowur meetings, events, conferences, or other public functions or Consultants in other Consultants' teams.

3.10 Use of Incentives to Gain Information Prohibited

Buying or selling, or inducing others to buy or sell, Consultants, Customers, prospective Consultants, or prospective Customers or their information is strictly prohibited. Consultants shall not provide any type of incentive for any action or proposed action to induce a Consultant or third party to sell any information pertaining to a Consultant, Customer, prospective Consultant, or prospective Customer.

3.11 Use of Cash or Monetary, Benefits, Incentives Prohibited

TruPowur strictly prohibits Consultants from gifting or offering, using cash or monetary incentives, promotions, prizes, bonuses or any

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other benefits in connection with the sale of TruPowur's products and services or for the purposes of recruiting new Consultants.

3.12 Targeting Other Direct Sellers

Targeting the sales force of another Direct Selling company to become TruPowur Consultants is prohibited, including the solicitation or enticement of members of another Direct Selling company to violate the terms of their agreement with such other company. If a Consultant engages in such activity, the Consultant bears the sole risk of such activities. If such activities result in legal action against the Consultant, TruPowur will not pay any of the Consultant's defense costs or legal fees or for any judgment or settlement.

TruPowur will hold the Consultant liable for any loss or damage it incurs as the result of such activities. TruPowur will abide by any and all court directives associated with judgments against Consultants for such activity.

3.13 Other Direct Sellers Targeting TruPowur Consultants

In the event that a Consultant is approached by a member of another Direct Selling company for the purpose of recruitment, the Consultant must inform the member to continue to follow the policies and procedures of the member's Direct Selling company. Consultants are also encouraged to report this activity to TruPowur.

SECTION 4

MARKETING AND ADVERTISING

4.1 Intellectual Property

TruPowur's name, trademarks, service marks, logos, and copyrighted materials (collectively, its "Intellectual Property") are owned by TruPowur or its Affiliates. The use of this Intellectual Property by Consultants must be approved in writing by TruPowur prior to use and must be in strict compliance with the Agreement. Any right to use TruPowur's Intellectual Property by a Consultant is non-exclusive and TruPowur has the right to grant others the right to use its Intellectual Property. Any and all goodwill associated with the Intellectual Property (including goodwill arising from a Consultant's use) inures directly and exclusively to the benefit of TruPowur and is the property of TruPowur. Upon cancellation of the Consultant Agreement, Consultant must immediately cease all use of the Intellectual Property, and no monetary amount shall be attributable to any goodwill associated with any Consultant's use of the Intellectual Property.

4.2 Marketing Standards and Code of Conduct

When promoting TruPowur's products, services, or Opportunities, Consultants must adhere to good business practices, including, without limitation, the following marketing standards.

4.2.1 Adherence to the Direct Selling Association's ("DSA") Code of Ethics

The DSA is a national trade association of the Direct Selling companies. TruPowur is committed to acting in good faith toward the industry and the ethics upheld by this organization and conducting itself the way a prospective or current DSA. The cornerstone of the DSA's commitment to ethical business practices and consumer service is its Code of Ethics, which can be found on TruPowur's website at <http://trupowur.org/site/code-of-ethics/> (full-text).

Consultants shall uphold the DSA Code of Ethics and not, in any way, attempt to persuade, induce or coerce another party to breach the Code of Ethics. Any such action shall be considered by TruPowur as a violation of the Agreement.

4.2.2 Integrity and Professionalism

Consultants shall conduct themselves with integrity, courtesy, and professionalism when interacting with Customers, prospective Customers, other Consultants, and prospective Consultants and in all matters related to TruPowur products and services and the TruPowur business.

4.2.3 No Deceptive, Unlawful, or Unethical Conduct

Consultants shall not engage in any deceptive, unlawful, or unethical conduct. Consultants found to be engaging in deceptive, unlawful, or unethical conduct are subject to disciplinary action in accordance with Section 11.2.

4.2.4 Accurate Information

Consultants must deliver accurate information when they are promoting TruPowur products, services, and Opportunities, including accurate disclosures about TruPowur's providers and vendors, pricing plans, product and service offerings. Any claims, representations, or statements that Consultants make regarding TruPowur products and services shall be consistent with those included in the literature and materials provided or authorized by TruPowur.

4.3 Prohibited Representations and Marketing Methods and Practices

When promoting TruPowur products, services, or Opportunities, Consultants shall not make any unfair or deceptive representations or engage in any prohibited marketing methods or practices.

4.3.1 Unfair and Deceptive Representations

When promoting the TruPowur products, services, or Opportunity, a Consultant shall not make any unfair or deceptive representations including, without limitation, the following:

- a) Representing or holding out as an affiliate or employee of, or in partnership with, a utility company or any energy provider or vendor;
- b) Representing or identifying as an employee of TruPowur or any of its Affiliates, energy providers, or vendors;
- c) Representing or holding out as being affiliated with or employed by any federal or state agency, commission, office, or personnel;
- d) Representing to a Customer that there are no contracts required to become a Customer;
- e) Making affirmative representations or guarantees of savings that are not documented or evidenced in writing from current corporate marketing materials;
- f) Representing to a prospective Consultant that the TruPowur business is easy or making untrue or unrealistic claims of earnings or lifestyle that can be achieved without effort and adherence to the Compensation Plan and these Policies;
- g) Making any specific reference to the amount of money a Consultant is earning or other earnings claims, except as set forth in Section 6.3; or
- h) Taking any action that would constitute Bonus Buying.

4.3.2 Prohibited Marketing Activities

Consultants shall not engage in the following marketing activities when promoting the TruPowur products, services, or Opportunity:

- a) A Consultant shall not accept any payment or consideration (e.g., money or any other item of value) from any Customer, prospective Customer, Consultant, or prospective Consultant. All payments for TruPowur products and services shall be made directly to TruPowur or to the designated provider or vendor.
- b) A Consultant shall not use the Consultant's credit card to enroll, make purchases or pay for re-occurring membership or account fees on behalf of another Consultant or on behalf of any Customer.
- c) A Consultant shall not offer the TruPowur Opportunity through, or in combination with, any system, program, or method of marketing not specifically set forth in official TruPowur literature.
- d) A Consultant shall not require or encourage current or prospective Customers or Consultants to participate in the TruPowur Opportunity or to purchase TruPowur products or services in any manner that varies from the program set forth in official TruPowur literature.

e) A Consultant shall not require, allow or encourage current or prospective Customers or Consultants to execute any agreement other than official agreements and contracts from TruPowur or its providers and vendors.

f) A Consultant shall not require or encourage current or prospective Consultants to make any purchase from, or payment to, any individual or other entity, or to purchase products or services in order to participate in the Compensation Plan (except for those purchases or payments identified as recommended or required in official TruPowur literature).

4.3.3 Prohibited Marketing Methods

Consultants agree that they shall not use any of the following methods or techniques in connection with marketing their independent TruPowur businesses.

4.3.3.1 Purchased or Acquired Leads

A "Lead" is defined as any type of contact information (e.g., email address, mailing address, or telephone number) for a prospective Customer or Consultant that is purchased or acquired through any means other than a personal relationship with the Consultant. Because TruPowur does not have the ability to verify that Leads acquired by Consultants are legitimate and not obtained through questionable methods, Consultants may not purchase or use Leads nor may Consultants sell Leads to other Consultants regardless of the source of the Leads.

4.3.3.2 Third-Party Telemarketing

Consultants may not engage other telemarketing firms or retain or hire others to engage in telemarketing on their behalf. Third-Party Telemarketing activities are a violation of the Agreement and potentially a violation of federal and state laws, the violation of which may carry significant financial penalties.

4.3.3.3 Robocalling

Consultants may not place or initiate any outbound telephone call that uses a computerized auto-dialer to deliver any pre-recorded message regarding or relating to the TruPowur products, services, or Opportunity.

4.3.3.4 Unsolicited Emails, Text Messages or Faxes (Spamming)

Except as provided in Section 4.5.8, Consultants may not send unsolicited commercial emails, texts, faxes, or "spam." For purposes of the Agreement, spam or spamming is defined as sending unsolicited electronic communications (including unsolicited texts) promoting TruPowur products or services to prospective Customers or Consultants not known to the Consultant.

4.3.3.5 Slamming

Consultants may not use “slamming” techniques when promoting TruPowur products or services. For purposes of the Agreement, “slamming” is the process of enrolling an individual or Business Entity as a Customer without the expressed authorization of the account holder of record. Slamming of any TruPowur products or services can result in immediate termination of this Agreement.

4.3.3.6 Door-to-Door Marketing

Canvassing or solicitation of the general public initiated by the Consultant at the home or business of a prospective Customer or Consultant is prohibited, unless prior written approval is given by TruPowur, to include any and all local solicitation laws are followed. Permits, if required, are the sole responsibility of the Consultant if approved by TruPowur.

4.3.3.7 Utility Bill Payment Centers

Utility Bill Payment Centers are not eligible to enroll Consultants or Customers, and no enrollments may take place at such locations.

4.3.3.8 Domain Names and Email Addresses, Phone Numbers

Consultants shall not use, register, or attempt to register any of TruPowur’s providers or vendor’s trade names, trademarks, service names, service marks, product names, company names, or any derivative thereof for any email address, Internet domain name, or any other media such as phone numbers or other electronic media.

4.3.3.9 High-Exposure Advertising

High-exposure sales aids, tools, or promotional materials (e.g., billboards, magazines, newspapers, radio, television) intended to solicit new Customers or Consultants require prior written approval of TruPowur, which may or may not be provided, as determined in TruPowur’s sole discretion.

4.4 Allowed Marketing Methods Not Requiring TruPowur Approval

The following marketing methods may be used to promote TruPowur products and services and the TruPowur Opportunity without seeking prior approval from TruPowur.

4.4.1 TruPowur-Produced Sales Aids and Tools

To promote TruPowur products and services and the TruPowur Opportunity, Consultants are encouraged to use the sales aids, sales tools, or other promotional and training materials (collectively, “Sales Aids and Tools”) produced by TruPowur. TruPowur-approved and produced Sales Aids and Tools are available on TruPowur’s website and in each Consultant’s Virtual or Back-Office and provided by TruPowur from time to time in emails or other digital delivery.

4.4.2 Consultant Personalized Websites

All Consultants will receive a free personalized website URL (“Personal Website”) upon enrollment with TruPowur. These Personal Websites seamlessly link to the official TruPowur website, giving the Consultant a professional and TruPowur-approved presence on the Internet. Additionally, Consultants may use their Personal Website to sponsor other Consultants or enroll Customers and ensure the sale or enrollment is properly linked to the Consultant’s Organization. Except as expressly permitted in Sections 4.5.3, the use of any other Internet website or web page(s) to promote the sale of TruPowur products, services, or Opportunities is prohibited.

4.4.3 Social Media

A Consultant may use social media, including, but not limited to, private and public online blogs, social networks, or other interactive and user-generated content online forums (“Social Media”) to discuss TruPowur products and services as long as the content is content that was provided by TruPowur or content that complies with the marketing guidelines provided in the Policies and Consultant Agreement, and so long as the final Customer enrollment occurs on the Consultant’s Personal TruPowur Website. When using Social Media, Consultants are fully responsible for the accuracy and credibility of their postings and other online activity as it relates to TruPowur and should not post information that is in conflict with TruPowur’s compliance and marketing guidelines or that sheds TruPowur in a negative light or denigrate TruPowur in any way. In addition to the other requirements for marketing as set forth in the Policies, the following requirements must also be adhered to with regard to Social Media:

- a) When publishing content on a blog or other social network that mentions TruPowur, a Consultant must specify that the postings are the Consultant’s and do not represent TruPowur’s views or opinions. The following phrase should be included as part of any blog or similar post: “This was posted by myself, as an independent TruPowur Consultant, and is not an official post of TruPowur. For more information, please visit [@TruPowur](https://TruPowur.com/#{InsertYourSalesCode})”
- b) The Consultant must identify the Consultant as an Independent Consultant of TruPowur.
- c) The Consultant must abide by the Social Media site’s terms of use and policies.
- d) False, misleading, disparaging, denigrating, or deceptive postings are strictly prohibited. (See sec. 6.10)
- e) Any Social Media site that a Consultant uses in any way to promote or discuss TruPowur products, services, or opportunities may not be used by the Consultant to promote or discuss any other product, services, or Opportunity of a Direct Selling company or business.
- f) If a Consultant creates a page on any Social Media site that relates to TruPowur, its products, services, or Opportunity, the page must be immediately deactivated in the event the Consultant Agreement is canceled for any reason or if the Consultant becomes not Active.

g) During the term of the Agreement and for a period of 7 years following its cancellation for any reason, a Consultant may not use any Social Media site on which the Consultant discusses or promotes, or has discussed or promoted, the TruPowur business, products, or services, directly or indirectly to TruPowur Consultants or Customers in connection with another Direct Selling company. A Consultant shall not take any action on a Social Media site that may reasonably be foreseen to draw an inquiry from other Consultants relating to another Direct Selling business. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 6.5.

4.5 Marketing Methods Requiring TruPowur's Written Approval

4.5.1 Consultant-Produced Sales Aids and Tools

Consultants are prohibited from creating or producing their own Sales Aids and Tools. However, in certain circumstances, TruPowur may allow a Consultant to use Sales Aids and Tools that the Consultant has developed. If a Consultant wishes to use such self-produced Sales Aids and Tools, the Consultant must submit a draft of the materials along with a completed Advertising/Marketing Request to TruPowur. Unless TruPowur provides express written approval to the Consultant, the request shall be deemed denied. Consultants who receive authorization to produce their own Sales Aids and Tools may make approved Sales Aids and Tools available to other Consultants free of charge but may not sell, lease, or charge a fee of any nature to any other Consultant for such Sales Aids and Tools. TruPowur reserves the right to distribute any approved Sales Aid and Tools to other TruPowur Consultants free of charge. Approved Sales Aids and Tools may be posted in each Consultant's Virtual or Back-Office. The Consultant who submitted the Sales Aid and Tools to the Company waives all claims to remuneration for such use and grants TruPowur an irrevocable, royalty-free license to use the Sales Aids and Tools as TruPowur deems appropriate. TruPowur reserves the right to rescind approval for any Sales Aids and Tools at any time for any reason. Consultants waive all claims against TruPowur and TruPowur Related Parties for damages, compensation, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

4.5.2 Consultant-Produced Events

In the event a Consultant wishes to hold a live or virtual training or promotional event, the Consultant must use presentations, materials, and scripts that are provided by TruPowur and may not alter the sales presentations or content. If a Consultant wishes to produce custom content or presentations for a live or virtual training, these are considered Sales Aids and Tools, and the Consultant must obtain the prior written approval, as per Section 4.5.1. The Consultant may only charge admission to other Consultants. Non-Consultants attending the event must be allowed to attend at no charge. The admission charge may only cover the Consultant's costs in holding the event and may not, under any circumstances, exceed \$10.00 per Consultant

attendee. TruPowur reserves the right to rescind approval for any approved training or promotional event at any time for any reason. Consultants waive all claims against TruPowur and TruPowur Related Parties for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

4.5.3 Consultant-Developed Websites

Consultants who hold an active TruPowur Broker License may develop a website with prior approval to promote TruPowur products, services, or Opportunity, or to provide training or support to their Organization. Prior to publication, the Consultant must submit the proposed website and all content to TruPowur Virtual or Back-Office for written approval, which can be withheld at TruPowur's sole discretion. TruPowur will deduct \$500 from the Consultant's commissions in order to conduct a website review and approval. Consultants are responsible to notify TruPowur of any changes to the content or new content on the website prior to posting and must receive written approval from TruPowur for any content addition. TruPowur reserves the right to rescind its approval of a website or require that a previously approved website be discontinued in the event it determines it no longer meets TruPowur's standards, as determined in its sole discretion. Consultants waive all claims against TruPowur and TruPowur Related Parties for damages, compensation, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

4.5.4 Marketing Events

A "Marketing Event" is any conference, convention, seminar, trade show, or other public gathering held by a third party that provides a Consultant the ability to market TruPowur products, services, and Opportunities to potential Customers and Consultants. In the event that the Consultant is displaying TruPowur materials at an event where other booths and companies are presenting, the Consultant, must receive approval from the third-party event coordinator and ensure that the Consultant's booth or display is the only TruPowur Consultant booth or display participating in the event as a vendor or exhibitor. The Consultant must receive prior written approval from TruPowur and an official TruPowur Name Badge to promote at a Marketing Event by contacting TruPowur. A Consultant with a display at a Marketing Event must (i) visibly display, as required by law, the Consultant's TruPowur Name Badge at all times when soliciting Customers or Consultants; (ii) provide the potential Customer with approved written information regarding TruPowur products and services immediately upon request; and (iii) provide TruPowur's email address and website address for inquiries, verification, and complaints. TruPowur recommends that Consultants visit TruPowur.org for booth accessories and branding needs for a professional display. TruPowur reserves the right to refuse Authorization to participate in any function that it does not deem suitable for the promotion of TruPowur.

4.5.5 Search Engine Advertising

A Consultant may use paid search engine advertising (e.g., Bing, Google) with prior written approval by TruPowur. Consultants must submit written requests to TruPowur to receive the written approval prior to engaging in the use of paid search engine advertising. Unless a Consultant receives written approval, the request shall be deemed denied. Consultants receiving approval to engage in search engine advertising acknowledge that the success, or lack thereof, is not the responsibility of TruPowur. Consultants waive all claims against TruPowur and TruPowur Related Parties for damages, compensation, expenses, costs, or remuneration of any other nature arising from unsuccessful advertising campaigns.

4.5.6 Links and Banner Ads

Consultants may place banner ads and links on third-party websites only to their Personal Website provided that the Consultant uses TruPowur approved banner ads, templates, and images and that the third-party website meets TruPowur's standards.

In order to be acceptable placement for any TruPowur banner ad or linked image, the third-party website shall not (i) contain any content or material that could be construed as unlawful, offensive, controversial or distasteful; (ii) contain content and materials that are not appropriate for all age groups; (iii) contain any content that is in conflict with the Policies; (iv) contain any content or material that could be construed as competitive to TruPowur's products and services or its energy providers or vendors or (v) contain links or banner ads for any other Direct Selling company or in any way promote another Direct Selling company or Competing Activity. Prior to placing a link or banner ad on a third-party website, the Consultant must submit the URL of the third-party website to TruPowur for written approval. Unless a Consultant receives written approval, the request shall be deemed denied. If the website at any time no longer meets the TruPowur standards, as may change from time to time, TruPowur may require its removal. The Consultant must immediately remove the link or banner ad. When directing readers to a Personal Website, it must be evident to a reasonable reader that the link will go directly to a Personal Website. Any attempt to mislead Internet readers into believing they are going to a Personal Website, when in fact they land at another website, is prohibited.

4.5.7 Approved Domain Forwarding and Domain Names

Consultants wishing to use domain forwarding for the purposes of directing a browser to their Personal Websites are permitted to do so; however, the Consultant must submit the domain name to TruPowur for written approval prior to active use or forwarding and cannot use the TruPowur name or any TruPowur trademarks in the domain name. Unless a Consultant receives written approval, the request shall be deemed denied.

4.5.8 Permitted Email Solicitations

Notwithstanding the provisions of Section 4.3.3.4 above, email solicitations to prospective Customers or Consultants are permitted if the following conditions are met:

- a) The email recipients on the distribution list are people the Consultant knows personally or who have specifically requested to receive messaging about TruPowur from the Consultant;
- b) The content of all email solicitations is TruPowur-provided and approved content and aligns with the terms of the Agreement;
- c) The content complies with the applicable laws and regulations including, without limitation, the Federal CAN-SPAM ACT;
- d) There is a functioning return email address to the sending Consultant;
- e) There is an "opt-out" notice that allows recipients to reply to the sending Consultant that the recipient does not wish to receive future emails (all such "opt-out" requests must be honored);
- f) The sending Consultant's physical mailing address is included in the email;
- g) The email text clearly discloses that the message is an advertisement or solicitation; and
- h) The email subject line must not be deceptive or a poor representation of the email content.

4.5.9 Video or Audio Recording

Producing or reproducing, for sale or distribution, any recorded TruPowur events or speeches for sale or profit without the express written approval from TruPowur is prohibited. TruPowur will make available, from time to time, recordings and productions of such events and speeches, which Consultants may distribute.

4.6 Media and Media Inquiries

Consultants shall not respond to media inquiries regarding TruPowur, its parent company, or any Affiliate, provider, or vendor. All inquiries by any type of media (e.g., magazine, newspaper, online media, radio, television) must be immediately referred to TruPowur's Consultant Support Department to ensure that accurate and consistent information is provided to the public. Consultants shall not utilize magazine, newspaper, online media, radio, or television media for the advertising or promotion of TruPowur products and services without the express written approval of TruPowur. In the event that TruPowur grants permission for the use of such media, TruPowur reserves the right to be involved in the production process and be granted the right to copies and future use of all recordings at no compensation to the Consultant. Consultants waive all claims against TruPowur and TruPowur Related Parties for damages, compensation, expenses, costs, or remuneration of any other nature arising from relating to such future use.

4.7 Reference to a Consultant

A Consultant may be listed as an “Independent Consultant” in contact directories (e.g., yellow pages, white pages, online yellow pages) under the Consultant’s own name. Consultants shall not identify themselves as TruPowur employees or any title other than Independent Consultants or other approved title given by TruPowur. Consultants shall not place telephone directory display ads using TruPowur’s Intellectual Property. Consultants shall not answer the telephone or have a voicemail greeting message saying “TruPowur,” or any other language that would lead the caller to believe that he or she has reached the corporate offices or the office of any TruPowur supplier or vendor. All Consultant’s correspondence (such as emails or on business cards) should refer to the Consultant as an “Independent Consultant”, “Energy Advisor” or “Independent TruPowur Consultant.” For example, “Brian Green, Energy Advisor.”

4.8 Authorization to Use Name and Likeness

By executing the Consultant Agreement, each Consultant grants to TruPowur and its Affiliates and agents the absolute, perpetual, and worldwide right and license to use, record, photograph, publish, reproduce, advertise, display, edit and sell in any manner for all purposes, the Consultant’s name, photograph, likeness, voice testimony, biographical information,

image and other information related to the Consultant’s business with TruPowur (collectively the “Likeness”) in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions) audio and videotapes on the Internet or in other media (“Publicity Materials”) for an unlimited number of times, without compensation, in perpetuity. Each Consultant waives any right to inspect or approve any Publicity Materials including or accompanying the Consultant’s Likeness. Each Consultant further releases TruPowur and TruPowur Related Parties from any liability or obligation that may arise as a result of the use of the Consultant’s Likeness, including, without limitation, claims for invasion of privacy, infringement of right of publicity, and defamation (including libel and slander). A Consultant may withdraw the Consultant’s authorization of any use of the Consultant’s Likeness that has not already been publicized by providing written notice to TruPowur. Consultants agree that any information was given by the Consultant, including the Consultant’s testimonial, is true and accurate.

4.9 Translation of Materials by Consultants Prohibited

TruPowur prohibits Consultants from translating any Sales Aids or Tools or other TruPowur materials from English into other languages.

SECTION 5

STRUCTURING AN INDEPENDENT TRUPOWUR BUSINESS

5.1 Independent Contractor Status

Consultants are independent contractors. The Agreement between TruPowur and its Consultants does not create an employer/employee relationship, agency, partnership, or joint venture between TruPowur and the Consultant. Consultants shall not be treated as employees for tax purposes or any other purpose or be eligible for unemployment compensation. Consultants are responsible for paying applicable taxes due from all compensation earned as Consultants. The Consultant has no authority (express or implied) to bind TruPowur to any obligation.

Consultants shall establish their own goals, hours, and personal level of commitment, so long as they comply with the terms of the Agreement and applicable laws.

5.2 One TruPowur Business Per Individual or Business Entity

An individual or Business Entity can only have an ownership interest, legal or equitable, in one TruPowur business license. In the event that multiple accounts are discovered, the most recently sponsored accounts will be deactivated in addition to other possible disciplinary action. If a Consultant is married or in a

domestic partnership, the spouse or partner may be designated as an “authorized user” but only the individual enrolling as a Consultant will be entitled to commissions.

Spouses or Domestic Partners may operate a separate TruPowur business. Each spouse agrees that the actions of one spouse or domestic partner may be attributed to the other spouse or domestic partner and may result in corrective action against both spouses or domestic partners. Additionally, the spouses or domestic partners must determine and communicate to TruPowur which business will be recognized as TruPowur will only recognize one TruPowur business operated by the spouses or domestic partners.

5.3 Actions of Household Members or Affiliated Persons

If any member of a Consultant's Household engages in any activity that, if performed by the Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Consultant. Similarly, if any Affiliated Person of a Business Entity (as defined in Section 5.4(c)) violates the Agreement, such actions will be deemed a violation by the Business Entity. Additionally, a Consultant may not hire any other persons to work or market for the Consultant's business unless they have been trained and /or certified as required by applicable laws, rules, or regulations.

5.4 Business Entities

A corporation, limited liability company, partnership, or trust ("Business Entity") may apply to be a Consultant. For a Business Entity to become a Consultant, it must provide TruPowur with the following:

- a) A completed Consultant Agreement (paper or online application) signed by an authorized officer of the Business Entity;
- b) A copy of any organizational or governing documents;
- c) The full name and address of each individual (e.g., shareholder, member, partner, director, manager, officer, trustee, or beneficiary) who has an ownership interest in, or management responsibility for, the Business Entity (hereafter an "Affiliated Person");
- d) A properly executed IRS Form W-9 (Request for Taxpayer Identification Number and Certification);
- e) A letter from the Business Entity designating one individual, who is an Affiliated Person and who must be at least 18 years of age, as the responsible party for the Business Entity's operations and sales; and
- f) Such other information is reasonably requested by TruPowur from time to time.

Any Business Entity submitting an online Consultant Agreement will need to submit all required documentation to TruPowur in order to complete enrollment. Each Affiliated Person of a Business Entity will be a "co-applicant" and must agree to be, and TruPowur will hold each, personally liable to TruPowur and bound by the Agreement and responsible for the Business Entity's actions. Any changes to the above information must be immediately provided to TruPowur.

5.5 Change of Consultant Legal Designation

Consultants may change their legal designation under the same Sponsor from an individual to a Business Entity (as well as change the type of Business Entity). Consultants seeking such a change must comply with Section 5.4; complete the Business Entity Change Application and a new Consultant Agreement. All documents should be submitted to TruPowur along with the current administrative fee.

5.6 Sponsoring a Consultant

All Consultants in Good Standing have the right to sponsor a prospect into TruPowur. When a Consultant has presented the TruPowur Opportunity to a prospect, other Consultants should be courteous of the relationship and not interfere in the sponsoring process by attempting to entice enrollment under a different Sponsor for a minimum period of 30 days. After this 30-day time frame has elapsed, the prospect is considered a free agent and can be approached by other Consultants in the field. If two Consultants claim to be the Sponsor of the same new Consultant, TruPowur will expect the resolution for the dispute to take place in the field. In the event, this cannot be accomplished and the new Consultant did not make the choice, TruPowur will assign the new Consultant to the Sponsor identified in the first dated application received by TruPowur.

5.7 Enrolling a Consultant

Upon enrolling in the Consultant Business (Broker License), Consultants may enroll other Consultants in TruPowur's Program. The Consultant Team Program is intended for groups, organizations, and individual enrollment. More information on the Consultant Team Program is available in the Consultant's Virtual Back-Office.

5.8 Consultant Sponsorship Changes

- a) To protect the integrity of all, TruPowur does not permit a Consultant to change sponsorship from one Sponsor to another Sponsor ("Cross-Team Sponsorship") except as expressly provided below.
- b) When a new enrolling Consultant is mistakenly enrolled under someone other than the Consultant intended to be the Sponsor, the new enrolling Consultant may request that the Consultant be transferred to another Sponsor provided the request occurs within 10 days of enrollment and provided that the new enrolling Consultant has not personally sponsored any team Consultant(s). To be considered, the request must include the approval of the current Sponsor of the new enrolling Consultant requesting the sponsorship change, and the new Sponsor who would receive the Consultant making the request. In the case of an approved Sponsor change, commissions and bonuses previously earned will not be adjusted. If the new enrolling Consultant does not submit the necessary approvals in writing along with the initial request within 10 days of enrollment, the change will not be implemented. Once a Consultant submits a sponsor change request to TruPowur, no details of the request may be modified prior to the actual change.
- c) Consultants may change Sponsors by voluntarily canceling the Consultant Agreement and remaining Inactive (e.g., no sales of TruPowur products or services, no sponsoring of Consultants, no attendance at any TruPowur functions, and no participation in any other form of Consultant activity or operation of any other TruPowur business) for 6 calendar months.

SECTION 6

RESPONSIBILITIES OF CONSULTANTS

Following the 6-month period of inactivity, the former Consultant may reapply under a new Sponsor.

d) If the Company determines that Cross-Team Sponsoring has occurred, it may take disciplinary actions against the Consultant that changed Organizations and those Consultants who participated in the Cross-Team Sponsoring. TruPowur also may move all or part of the offending Consultant's Organization to the Consultant's original Organization if TruPowur deems it equitable and feasible to do so, as determined in its sole discretion. TruPowur has no obligation to move the Cross-Team-sponsored Consultant's Organization. The ultimate disposition of an Organization remains within the sole discretion of TruPowur. Consultants waive all claims and causes of action against TruPowur and TruPowur Related Parties relating to changes in the sponsorship of a Cross-Team Sponsored Consultant's Organization.

6.1 Confidentiality Agreement

During the term of the Agreement, TruPowur may supply to Consultants confidential information, including, but not limited to TruPowur Reports ("Reports"), and team reports, Customer lists and information, Consultant lists and information, trade secrets, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which TruPowur deems as ("Confidential information"). All such Confidential Information (whether oral or in written or electronic form) is proprietary and confidential to TruPowur and is transmitted to Consultants in strictest confidence for use solely in Consultants' business with TruPowur. Consultants must use their best efforts to keep such information confidential and may not disclose any such information to any third party, directly or indirectly, except in strict accordance with the Agreement. Consultants may not use Confidential Information to sell products or services other than TruPowur's products and services or in connection with any other business during the term of and after the termination of the Agreement. Upon nonrenewal or termination of the Agreement, Consultants must immediately discontinue all use of the Confidential Information and if requested by TruPowur promptly return all materials in their possession to TruPowur within 5 business days of request at their own expense.

6.2 TruPowur Reports

All Reports provided to a Consultant are proprietary to and owned by TruPowur. Each Consultant acknowledges that the Reports may contain information concerning the Consultant, including, but not limited, to the Consultant's name, address, phone number, products purchased and sold, and earnings. Consultants, by executing the Consultant Agreement, consent to the use and dissemination by TruPowur of the Reports and information therein and any other information concerning a Consultant collected by TruPowur in

connection with the Consultant's business, including enforcing the terms of and its rights under the Agreement and complying with applicable laws. Reports are available for Consultant access and viewing in the Virtual or Back- Office. Access to Reports is password protected. These Reports are provided to Consultants in the strictest confidence and are made available to Consultants for the sole purpose of assisting Consultants in working with their respective Organizations in the development of their TruPowur business. Consultants should use their Reports to assist, motivate and train their team Consultants. Upon demand by TruPowur, any current or former Consultant will return any and all copies of the Reports in the Consultant's possession to TruPowur.

6.3 Unauthorized Claims

6.3.1 No Unauthorized Claims

Consultants are fully responsible for all of their verbal and written statements made regarding TruPowur products, services, and Opportunity or TruPowur and its providers, partners, and vendors that are not expressly contained in official TruPowur materials. Consultants agree to indemnify and hold harmless TruPowur and TruPowur Related Parties from any and all liability, including judgments, third-party lawsuits, civil penalties, refunds, attorney fees, court costs, and lost business incurred as a result of or stemming from the Consultant's unauthorized representations, actions or inactions.

6.3.2 Compensation Plan Claims

When discussing the TruPowur Compensation Plan, Consultants must concisely make it clear to prospective Consultants that financial success with TruPowur requires commitment, effort, and sales skill. Consultants must not make any income claims or representations of earnings as TruPowur makes no such representations. Consultants are responsible for ensuring that other Consultants in their Organization are trained and familiar with the sales requirements and commission rewards of the Compensation Plan.

6.3.3 Income or Lifestyle Claims

Consultants must truthfully and fairly describe the Compensation Plan. No past, potential or actual income claims may be made to prospective Consultants, nor may Consultants use their own incomes as indications of the success assured to others. Income claims include statements of average or non-average earnings, statements of earning ranges, income testimonials, lifestyle claims (including statements involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth), and hypothetical claims. Commission checks or bank statements may not be used as marketing materials. Consultants may not guarantee

POLICIES & PROCEDURES

commissions or estimate expenses to prospects. Any earnings information or statements regarding income in the Compensation Plan are solely to explain the Compensation Plan and are not representations or guarantees of any earnings or income. TruPowur does not guarantee or imply any specific earnings or income. Individual income results may vary significantly and are based on many factors, including Consultant's individual efforts, business experience, and skills. TruPowur makes no warranty or representation as to the level of success, if any, Consultants may achieve by selling any product or in soliciting Consultants or retail customers.

6.3.4 Earnings Disclosure Statement (EDS)

TruPowur, from time to time, may distribute an Earnings Disclosure Statement ("EDS"). The EDS is designed to accurately convey honest and comprehensive information regarding the income of TruPowur Consultants. The EDS represents the average earnings of TruPowur Consultants and provides high, low, and average monthly earnings information, as well as annualized averages. When discussing or promoting the TruPowur Opportunity to prospective Consultants, the Consultants must provide a copy (if available), of the current EDS available in the Virtual or Back-Office.

If no EDS has been published by TruPowur, then Consultants may not make any reference to the amount of money a Consultant is making or any other earning claims, actual or projected.

6.3.5 Products and Services Claims

EXCEPT AS EXPRESSLY MADE BY TRUPOWUR IN WRITING, TRUPOWUR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, NON-INFRINGEMENT OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH TRUPOWUR. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES OF TRUPOWUR ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." TRUPOWUR DOES NOT WARRANT THAT ITS PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TRUPOWUR DOES NOT WARRANT THAT ANY WEBSITE OPERATED, SPONSORED, OR HOSTED BY TRUPOWUR OR ANY OF ITS AFFILIATES WILL BE UNINTERRUPTED OR FREE FROM ERROR. TRUPOWUR IS NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE, OR UNAVAILABLE NETWORKS, SERVERS, SATELLITES AND/OR SERVICE PROVIDERS; OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS; OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.

6.4 Consultant Participation in Other Direct Selling Programs

Except as expressly set forth herein, during the term of the Agreement, Consultants may participate in other Direct Selling companies or programs provided by the Consultant:

- a) Does not represent, sell or promote any companies, Direct Selling or otherwise, that offer to compete for products or services to any current TruPowur products or services;
- b) Adheres strictly to the exclusivity/non-solicitation guidelines in Sections 3.9 and 6.5;
- c) Consultant must disclose any other Direct Selling or Affiliate Marketing company with which the Consultant intends to be involved with by sending an email to TruPowur and receive confirmation from TruPowur that the other Direct Selling company is not considered competitive under this Section 6.4; or
- d) Because of the significant rewards and benefits a Consultant must ensure that any participation with another Direct Selling organization is purely passive. Passive participation means that the Consultant may (i) maintain a position in another company, (ii) consume products of another company, and (iii) receive compensation from another company from previous or current sales efforts. However, passive participation expressly prohibits the Consultant from having any active or visible participation in the other company, including but not limited to the Consultant (i) having a leadership role, (ii) appearing in person at events or in promotional materials for, (iii) actively recruiting or promoting for (including personally sponsored Consultants), (iv) being an employee of any Direct Selling company or business in any capacity, (v) online exposure such as Social Media sites as explicitly set forth in Section 4.4.3, or (vi) conducting any other activity in another Direct Selling organization TruPowur deems not passive. If a Consultant violates this provision, in addition to the disciplinary actions set forth in Section 11, TruPowur may remove one or more of the leadership benefits associated.

Consultants who become aware of other TruPowur Consultant cross-recruiting behavior are required to notify the Ethics Department at ethics@TruPowur.com of such violations of Policies and Procedures.

6.5 Exclusivity; Non-Solicitation

Consultants must operate their TruPowur business separate and apart from any other business in which the Consultant may participate, including any Direct Selling business. The Consultant must not:

- a) Offer, discuss, or promote the products, services, or opportunities of any other Direct Selling or Affiliate Marketing company, directly or indirectly, to TruPowur Consultants outside of their own personally sponsored team of Consultants.

b) Display TruPowur Sales Aids or Tools, products, or services with or in the same location as any other Direct Selling company's promotional materials, sales aids, products or services, including not only physical proximity, but also online exposure such as Social Media sites as explicitly set forth in Section 4.4.3.

c) Induce, directly or indirectly, or attempt to induce any other TruPowur Consultant or Customer to market, sell, supply, buy or acquire products, business aids, or services not produced, supplied, or endorsed by TruPowur. This includes including non-TruPowur products and services in the initial offer or presentation to prospective Consultants or Customers, which is prohibited.

d) Consultants shall not discuss, offer or promote the products or services of any other Direct Selling company in any way, passively or actively, at any TruPowur-related meeting, event or convention.

Consultants must not, during the term of this Agreement and for a period of 7 years thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any Consultant or Customer of TruPowur or a TruPowur Affiliate, provider or vendor to a person or Business Entity that (i) engages in a Competing Activity or is a Direct Selling company or (ii) offers any products or services similar to those offered by TruPowur or a TruPowur Affiliate, or their employees, representatives, providers or vendors during that period, whether or not the Consultant originally sponsored such Consultants or enrolled such Customers to TruPowur or its Affiliates, providers or vendors (such activities are collectively referred to herein as 'Solicitation'). Consultants acknowledge and agree that all Customers solicited by Consultants on behalf of TruPowur or a TruPowur provider are deemed to be Customers of TruPowur, its Affiliates and/or TruPowur's providers or vendors and not of Consultants. The non-solicitation prohibition contained in this paragraph will be strictly enforced [Note: Let's discuss.]. Further, during the term of this Agreement and for a period of 7 years thereafter, Consultants may not enter into a direct marketing or direct selling relationship with any TruPowur supplier or vendor.

6.6 No Customer Solicitation in Unapproved Deregulated Markets

Due to the regulation of energy, TruPowur's service may only be sold and marketed in TruPowur-approved markets. As additional markets are opened for the sale of TruPowur services, TruPowur will announce such markets and availability to all Consultants. Neither TruPowur nor any of its Affiliates makes any representation, warranty, or guarantee that TruPowur services will be available in any additional markets.

6.7 Privacy

Consultants must comply with all applicable privacy and data security laws, including security breach notification laws. Consultants must take appropriate steps to safeguard and protect all private information, including, without limitation, names, addresses, ZIP codes, phone numbers, credit card, and social security numbers

provided by a Customer, prospective Customer, or other Consultant. Consultants must hold such information in strict confidence. Consultants are responsible for the secure handling and storage of all documents that may contain such private information. Consultants must adopt, implement and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and customer data. Appropriate safeguards may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files, or (iv) shredding paper files containing confidential information or customer data. Consultants should retain documents containing such information for only as long as necessary to complete the transaction. Consultants should dispose of any paper or electronic record containing customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (A) shredding; (B) permanently erasing and deleting; or (C) otherwise modifying the Customer data and other confidential information in those records to make it unreadable, unreconstructible, and indecipherable through any means.

6.8 Vendor and Product Providers Confidentiality

TruPowur's business relationships with its vendors and providers are confidential. Consultants must not, directly or indirectly, contact or speak to or communicate with any provider or vendor of TruPowur except at a TruPowur-sponsored event at which the vendor or provider is present at the request of TruPowur or with respect to their own personal account. Any questions, comments, or concerns relating to a Consultant's business should be communicated directly to TruPowur. In no event shall a Consultant contact any provider, vendor, or regulator in an attempt to represent TruPowur or its business.

6.9 Change of Contact Information

Accurate and current contact information of Consultants is essential for timely delivery of TruPowur information as well as the issuance of tax documents and commissions. Therefore, all Consultants are required to keep their contact information (e.g., contact name, email address, mailing address, and telephone number) current. Any email address or telephone number change can be made by contacting TruPowur's Consultant Support Services. A mailing address change can only be made by contacting TruPowur's Consultant Support Services and providing documentation for proof of residence.

6.10 Non-Disparagement

TruPowur values constructive criticism and comments from Consultants. All such comments should be submitted in writing to TruPowur. TruPowur welcomes constructive input, however negative comments, and remarks made by Consultants/Licensees about TruPowur, other Consultants/Licensees or Customers or employees serve no legitimate purpose.

POLICIES & PROCEDURES

During the term of this Agreement and thereafter, Consultants shall not disparage, demean or make inappropriate, negative, or untrue remarks about Consultants, Customers, TruPowur, or TruPowur Related Parties. Additionally, during the term and thereafter, Consultants shall not disparage regulators, competitors, providers, or vendors. TruPowur reserves the right to demand any Consultant to remove any disparaging, decry, untrue, or inappropriate comments from any mediums, forums, or social platforms. The non-disparagement prohibition contained in this paragraph will be strictly enforced and violations of this provision could result in disciplinary action up to and including termination at TruPowur's sole discretion and legal action as deemed necessary with the Consultant bearing the cost of any legal fees and penalties of up to \$100,000 per infraction.

6.11 Virtual Office

TruPowur provides an online Virtual Office to all of its Consultants. The Virtual Office provides access to Confidential Information that may be used solely and exclusively to promote the development of a Consultant's TruPowur business and to increase sales of TruPowur products and services. TruPowur reserves the right to deny a Consultant access to Consultant's Virtual Office at its sole and absolute discretion. The Virtual Office is separate from the Consultant's Personal Website. Consultants agree that they shall not post, publish or otherwise disseminate any of the documents or information found in their Virtual Office that are designated as Confidential Information without written approval from TruPowur. Consultants may not directly or indirectly disclose the password or other access code to the Consultant's Virtual Office.

6.12 No Representation as to Accuracy; Virtual Office Reports

All information provided by TruPowur in the Virtual Office regarding Organizations, Customers, Consultants, and commissions is believed to be accurate and reliable. However, the information is not guaranteed to be true or accurate by TruPowur nor any persons creating or transmitting the information. To the fullest extent permissible under applicable law, TruPowur, TruPowur Related Parties, and/or other persons creating or transmitting the information will in no event be liable to any Consultant or anyone else for any direct, indirect, consequential, incidental, special, or punitive damages (including but not limited to lost profits bonuses/ commissions, loss of opportunity and damages, whether under any tort, contract, negligence, strict liability, products liability or other theory) that arise out of the use of or access to Organization sales and/or enrollment information or may result from inaccuracy, incompleteness, inconvenience, delay or loss of the use of the information, even if TruPowur, its Affiliates or other persons creating or transmitting the information shall have been advised of the possibility of such damages. Access to and use of TruPowur's online reporting services and the Consultant's reliance upon such information is at the Consultant's own risk. All such information is provided to the Consultant "as is." If the Consultant is dissatisfied with the accuracy or quality of the information, the Consultant's sole and exclusive remedy is to discontinue use of and access to TruPowur's online reporting services and reliance upon the information.

6.13 Income Taxes

Each Consultant is responsible for paying applicable federal or state taxes on any income or compensation generated as a Consultant. Annually, TruPowur will provide an IRS Form 1099-MISC earnings statement to each Consultant who had earnings of more than (at the time of these Policies) \$600.00 in the previous calendar year. Failure to provide required tax documentation or a verified taxpayer identification number will subject the Consultant to backup withholding in addition to other actions.

SECTION 7

GENERAL UNDERSTANDING AND BUSINESS OWNERSHIP

6.14 Insurance

As independent contractors of TruPowur, Consultants are not covered by TruPowur's insurance. As business owners, it is recommended that all Consultants have appropriate or required general liability and workers' compensation coverage.

6.15 Recordkeeping

TruPowur encourages all its Consultants to keep complete and accurate records of all their business dealings. Consultants must provide all Customers of TruPowur's products and services with written receipts in compliance with applicable law.

7.1 Requests for Records

Any request to TruPowur from a Consultant for copies of applications, invoices, reports, or other records will require a fee of \$2.00 per page per copy. This fee covers the time required to research files and make copies of the records.

7.2 Insufficient Funds

All payments returned by a Consultant's bank for insufficient funds will be resubmitted for payment. A \$30.00 fee will be charged to the account of the Consultant. After receiving insufficient funds returned from a Consultant, all future payments must be paid via credit card, money order, or cashier's check. Any outstanding balance owed to TruPowur by a Consultant for non-sufficient funds and fees will be withheld from subsequent bonuses and commissions.

73 Sale, Transfer, or Assignment of a TruPowur Business

Although a TruPowur business is a privately owned, independently operated business, the sale, transfer, or assignment (the "Transfer") of a TruPowur business or an Affiliated Person's interest in a Business Entity that owns a TruPowur business (collectively, the "Business") is subject to the terms of the Agreement. If a Consultant intends to sell the Business, the Consultant may submit a request to TruPowur. TruPowur will review all requests for sale or transfer of Business and reserves the right to approve or not approve at TruPowur's sole discretion. The purchaser's ability to support the Business will be a key determining factor. In addition, the following criteria must be met at a minimum:

- a) Both the seller and purchaser must complete the Sale or Transfer of TruPowur Business form provided by TruPowur and pay the then-current administrative fee;
- b) The existing Line of sponsorship will be Transferred intact so that the customer and Consultant enrollments remains the same;
- c) The purchaser must execute a Consultant Agreement. If the prospective purchaser is already an Active Consultant, the purchaser will be required to terminate the Consultant's current TruPowur Business and wait 6 months to purchase the Business;
- d) Any debt obligations the seller and, if applicable, the purchaser, has with TruPowur must be satisfied before the Transfer is finalized;
- e) The seller and, if applicable, the purchaser, must be in Good Standing and not in violation or under investigation of any of the terms of the Agreement;
- f) The seller must agree to continue to abide by the post-termination covenants contained in the Agreement; and
- g) Three months have passed since the time of the Seller's enrollment and/or reactivation of a Consultant account.

It is a condition to TruPowur's consent to any Transfer that the transferring Consultant complies with certain post-sale obligations including, without limitation, the confidentiality, nonsolicitation, and non-disparagement covenants stated in the Agreement. The purchaser must acknowledge that any violation of these provisions by the Transferring Consultant could result in disciplinary action, up to and including termination of the Transfer of the Business. If any such covenants are breached, the Transfer may be considered null and void back to the date of the original transfer and the position will revert to TruPowur.

If it is determined, in TruPowur's sole discretion, that a Business was Transferred in an effort to circumvent compliance with the Agreement, the transfer will be declared null and void. In TruPowur's sole discretion, additional appropriate legal action, including, without limitation, termination, may be taken against the transferring Consultant or purchaser to ensure compliance with the Agreement.

TruPowur reserves the right to request additional documentation and require additional conditions to the Transfer. TruPowur will, at its sole and absolute discretion, approve or deny the proposed Transfer within 30 calendar days after its receipt of all necessary

documents from the parties. If the parties fail to obtain TruPowur's written approval for the Transfer, the Transfer shall not occur. The purchaser must assume the obligations and position of the seller. A Consultant who sells a Business shall not be eligible to reapply as a Consultant for a period of at least 6 calendar months after the date of the Transfer.

74 Separation of a TruPowur Business

Dissolution of Business Entities or Co-applicant accounts or those of married couples or domestic partnerships ("Dissolving Consultant") may not be disruptive to TruPowur, Customers, Consultants, or Organizations. As a result of any dissolution process, the parties must adopt one of the following methods of operation:

- a) One of the parties (the "Remaining Consultant") may, with the consent of the other(s), operate the TruPowur Business pursuant to an assignment in writing where the relinquishing party (the "Relinquishing Party") authorizes TruPowur to deal directly and solely with the Remaining Consultant; or
- b) The parties may continue to operate the TruPowur Business jointly on a "business-as-usual" basis, whereupon all compensation paid by TruPowur will be paid according to the status quo as it existed prior to the dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above in Section 7.4(a).

Under no circumstances will the Organization of a Dissolving Consultant be divided or split. In the event that parties of a Dissolving Consultant are unable to resolve a dispute over the disposition of ownership of the TruPowur Business in a timely fashion or the dispute negatively impacts the Dissolving Consultant's Organization or TruPowur, as determined by TruPowur in its sole discretion, the Consultant Agreement may be terminated.

If a Relinquishing Party has relinquished all rights to the original TruPowur Business in a dissolution, he or she thereafter may be considered, by TruPowur on a case-by-case basis, for enrollment under any Sponsor of his or her choosing without waiting 6 calendar months. In the case of Business Entity dissolutions, each Affiliated Person must wait 6 calendar months from the date of the final dissolution before re-enrolling as a Consultant. In either case, neither shall have any rights to any Consultants or Customers in the former Organization.

75 Succession

Upon the death or incapacity of a Consultant, his or her TruPowur Business may be passed to his or her heir(s) or as required by law to a guardian, conservator, or trustee. A Consultant may retain and inherit another TruPowur Business even though the Consultant already owns or operates a TruPowur Business. Appropriate legal documentation must be submitted to TruPowur to ensure the Transfer is valid. Whenever a TruPowur's business is transferred by a will or other testamentary process or by law, the heir(s) or other transferees acquire the right to collect all bonuses and commissions of the deceased or incapacitated Consultant's Organization provided the following qualifications are met:

SECTION 8

BONUSES AND COMMISSIONS

- (i) the heir(s) or other transferee(s) must complete and execute a Consultant Agreement, including all required tax forms;
- (ii) the heir(s) or other transferee(s) must provide TruPowur with an "address of record" to which all bonus and commission payments will be sent; and
- (iii) if the business is bequeathed to multiple heirs or transferees, they must form a Business Entity and acquire a FEIN. TruPowur will issue all bonus and commission payments on one IRS Form 1099-MISC to the Business Entity.

In the case of intestacy, TruPowur will deem the TruPowur Business nontransferable, and the Consultant's position will be removed from TruPowur's business if it is not contacted by an authorized representative of the estate or the heirs, successors, trustees, personal representative, or executor of the decedent within 90 days of the Consultant's death.

8.1 Product and Service Sales

The Compensation Plan is based on the sale of TruPowur products and services to Customers. Consultants must fulfill personal sales requirements on the sale of TruPowur's products and services (as well as meet other responsibilities set forth in the Compensation Plan) to be eligible for bonuses and commissions or advancement. To be eligible for payment of bonuses and commissions a Consultant must set up their TruPowur complete a Direct Deposit Form. All bonuses and commissions are paid in US dollars.

8.2 Bonus and Commission Qualifications

A Consultant must be Active and in Good Standing with an active account to qualify for bonuses and commissions. TruPowur shall pay commissions to such Consultants in accordance with the Compensation Plan. Each Consultant's commissions will be paid to the Consultant by a third-party payment-processing vendor. If a Consultant's social security number, ITIN or FEIN does not match the social security number, ITIN, or FEIN on the bank account receiving payments, TruPowur will not pay the commissions until the discrepancy is resolved, at which time any back-dated commissions will be true'd up. All prizes, trips, and other compensation earned by Consultants are taxable income and reported to the IRS on a Form 1099-MISC.

8.3 International Bonus and Commission Payments

Consultants that are building a TruPowur Business in the US residing in another country are entitled to earn commissions in the US (refer to Section 2.1) which will be paid in US dollars. They may be required to have a local US Bank Account to withdraw funds. It is the responsibility of the Consultant to understand any and all US tax requirements and any international laws that may be applicable in their country for earnings in the US.

8.4 Adjustment to Bonuses and Commissions

Consultants receive bonuses and commissions based on the actual sales of TruPowur products and services to Customers as well as the sales of their team Consultants. Any errors or insufficient data used to pay such bonuses and commissions will be corrected and may result in a deduction from future payments or in the payment of additional amounts to such future payments. When this action occurs, it will be clearly disclosed to the affected Consultants as either a positive or negative usage adjustment. In addition, as noted in Section 11.2, commissions and bonuses may not be paid, may be offset, or must be refunded if they were paid as a result of certain improper or illegal action or chargebacks.

8.5 Errors or Questions

If a Consultant has questions about or believes any errors have been made regarding bonuses/commissions, reports, or charges, the Consultant must contact TruPowur within 60 calendar days of the date of the purported error or incident in question. TruPowur will not be responsible for any errors unless it is determined that the error was the result of administrative oversight and was not corrected. TruPowur will not be responsible for any errors, omissions or problems not reported to TruPowur within 60 calendar days from the date the bonus/ commission was paid.

8.6 Chargebacks

In the event a Consultant files a charge reversal with a payment source, the Consultant Agreement will be terminated and no refund issued. Additionally, the Consultant forfeits all bonuses and commissions earned and unpaid as well as all future bonuses or commissions. TruPowur reserves the right to consider a Consultant in violation of these Policies should there be a higher than normal percentage of charge reversals in their team Organization. TruPowur reserves the right to reconsider reinstating the Consultant who has filed a charge reversal. If such a case, TruPowur will withhold any fees incurred related to the charge reversal from future bonuses or commissions.

- (i) ANY CONSULTANT THAT FILES A CLAIM WITH THEIR CREDIT CARD COMPANY OR BANK FOR THE PURPOSE OF REVERSING FEES WILL BE SUBJECT TO LEGAL AND COLLECTION FEES THAT WILL RESULT IN PENALTIES OF UP TO TWELVE MONTHS OF LICENSE FEES PLUS LEGAL AND COLLECTION FEES. All renewal fees paid by the Consultant are NOT REFUNDABLE under any circumstance once this contract is signed by the Consultant/Licensee.
- (ii) Posting false, misleading, disparaging, denigrating, or deceptive postings including negative and defamatory information and commentary about TruPowur or its Directors, employees, or other consultants in effort to extort payment or refund is strictly prohibited (see sec. 6.10).

SECTION 9

CONSULTANT REFUNDS UPON CANCELLATION OF THE AGREEMENT

8.7 Retail Sales Rule

In order to qualify for commissions, a Consultant must remain in an active status by maintaining a personal active order(s) or maintaining a customer(s) with a personal active order(s).

9.1 Refunds Upon Termination

For those Consultants who cancel within 3 days of their enrollment date, the Consultant may request a 100% refund of the initial enrollment fee as long as the Consultant has NOT signed the Independent Contractor Agreement.

A Consultant who terminates his, her, or its business relationship with TruPowur has the right to return as long as they have terminated with good standing.

Note: NO ENROLLMENT FEES ARE SUBJECT TO REFUND. SEE TRUPOWUR'S REFUND POLICY. ANY CONSULTANT THAT FILES A CLAIM WITH THEIR CREDIT CARD COMPANY OR BANK FOR THE PURPOSE OF REVERSING FEES WILL BE SUBJECT TO LEGAL AND COLLECTION FEES THAT WILL RESULT IN PENALTIES OF UP TO TWELVE MONTHS OF LICENSE FEES. All renewal fees paid by the Consultant/Licensee are Not Refundable under any circumstance.

9.2 Termination Procedure

A written request must be submitted, stating the reason for Termination. Termination requests must be submitted no less than 30 days prior to the Consultants next renewal billing cycle. The return of inventory and/or sales materials and tools. TruPowur will contact the Consultant and instruct the Consultant where to ship the product or Sales Materials and Tools for inventory verification. The Consultant must pay the cost of return freight.

9.3 Offset of Commissions Upon Non-Payment

All commissions, overrides, and/or bonuses paid to a terminated Consultant and the Consultant's team as a result of Termination or any product or service returned or canceled must be repaid to TruPowur from the Consultants receiving such commissions, overrides, and/or bonuses. TruPowur may deduct such amounts from any commissions or other amounts owed to such Consultants.

9.4 Returns

Consultants who cancel their TruPowur business within 3 days of their enrollment date, the Consultant may request a 50% refund of the initial enrollment fee as long as the Consultant has not signed the Independent Contractor Agreement.

9.5 Customer Refunds

Customer refunds are processed according to the specific product terms and conditions agreed to during sign-up. Please advise Customers to reference the specific product refund policy provided by TruPowur.

10.1 Nonrenewal

A Consultant may voluntarily cancel the Consultant Agreement by giving a 30-day notice to terminate the renewal of the Consultant Agreement on its anniversary date as required by Section 1.3. TruPowur may also elect not to renew the Consultant Agreement upon its anniversary date.

10.2 Voluntary Cancellation

Consultants have the right to cancel the Consultant Agreement at any time for any reason with a 30-day advanced notice and by completing a Termination Notice available by contacting TruPowur. Cancellation must be submitted in writing to TruPowur's Consultant Support Services from the Consultant's TruPowur email address or email address on file. The written notice must include the Consultant's name, address, Consultant Identification Number, and reason for termination.

- (i) Consultants must complete the online Termination form from within the Consultants ACCOUNTING page available at: trupowur.org/accounting
- (ii) Consultant will be provided a 30-Day advance notice to Cancel/Terminate via DocuSign that must be completed 30 days prior to their next billing date. Any 30-Day Notices to received less than 30-Days before their next billing date are subject to making the next and last payment.
- (iii) Early Termination is considered a Breach of Contract and could be subject to additional penalties and collection fees (see sec. 7.2, 8.6).

SECTION 10 CANCELLATION

10.3 Involuntary Cancellation

A Consultant's violation of any terms of the Agreement may result in any of the disciplinary actions listed in Section 11.2, including the immediate and involuntary cancellation of the Consultant Agreement upon written notice. Cancellation shall be effective on the date on which written notice is emailed, shipped (e.g., FedEx, UPS), or mailed to the Consultant's last known address on file. TruPowur may terminate the Consultant Agreement upon 30 days' written notice in the event TruPowur elects to cease (i) selling its products and services through direct selling or marketing channels or (ii) its business operations.

10.4 Effect of Cancellation on a TruPowur business

Following nonrenewal, voluntary or involuntary cancellation of the Consultant Agreement (each a "cancellation"), the former Consultant shall have no right, title, claim or interest to the Consultant's TruPowur business, Organization, or to receive any future bonuses or commissions from the sales generated by the TruPowur business or Organization. A Consultant whose business is canceled will lose all rights as a Consultant; may not represent himself, herself or itself as a Consultant; may not have the right to promote the sale of TruPowur products and services, and must immediately stop all use of TruPowur's Confidential Information and Intellectual Property.

10.4.1 Effect of Cancellation on Commissions

A canceled Consultant shall receive bonuses and commission only through the last full pay cycle the Consultant was Active. Failure to remit renewal payment will place a Consultant's account in a Suspended Status, during which commissions will be held. After 5 days of non-payment, the account will be canceled effective as of the original non-renewal date and the Consultant will lose all rights to future commissions after the original non-renewal date. There is no "roll-up" or "compression" of Consultants and Customers. When a Consultant is canceled due to violations of the Agreement, bonuses and commissions to the team of that Consultant resulting from sales that were made with violation of the Agreement may not be paid or, if paid, may be offset by costs incurred related to the violation and may impact the entire team Organization. If an account is reinstated after cancellation, termination, or suspension, in TruPowur's sole discretion, commissions may again resume.

10.4.2 Effect of Cancellation on Customer Agreements

If a Consultant also is a Customer, the Consultant's Customer Agreement shall continue in full force and effect, unless canceled in writing, or according to the terms of the Customer Agreement.

10.5 Organization Protection

When a vacancy occurs in an Organization due to the voluntary or involuntary cancellation of a Consultant's Agreement, the Consultants in the team of the canceled Consultant will remain in their original positions. The Customers enrolled by the canceled Consultant will remain as TruPowur Customers unless the Customer voluntarily cancels and will continue to contribute Commissionable Volume under the Compensation Plan to the team. Team Consultants will continue to receive bonuses and commissions on qualified Customers as they did prior to the Consultant cancellation event.

11.1 Investigation

TruPowur will endeavor to promptly investigate Customer and Consultant inquiries and complaints concerning a Consultant's marketing practices or other non-compliant activities. During TruPowur's investigation of a complaint, TruPowur may, in its sole and absolute discretion, suspend a Consultant account.

11.2 Disciplinary Actions

Violation of the Agreement or any other act or omission by a Consultant that, in the sole and exclusive discretion of TruPowur, may damage its business, regulatory standing, public reputation, or goodwill (such act or omission need not be related to the Consultant's TruPowur business), may result, at TruPowur's discretion, in one or more disciplinary actions against such Consultant (and/or its team as set forth in Section 3.1.2), including but not limited to the following:

SECTION 11

DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

- a) Requiring the Consultant to take immediate corrective measures;
- b) Issuance of a written warning or admonition;
- c) Prohibiting a Consultant from selling a certain product;
- d) Suspension with payment of any earned bonus or commission, which may include deactivation of the Virtual or Back-Office and/or the Consultant's Personal Website;
- e) Suspension without payment of any earned bonus or commissions, which may include any combination of the following:
 - i. Withholding of all or part of the Consultant's bonuses/commissions during the period that TruPowur is investigating any alleged violation;
 - ii. Ineligibility for Consultant incentive programs including, but not limited to, bonuses, contests, promotions, recognitions, trips, etc.; and/or
 - iii. Deactivation of the Consultant's Virtual and/or Back-Office and/or the Consultant's Personal Website;
- f) Involuntary Cancellation of the Agreement; and/or
- g) Any other measure expressly allowed within any provision of the Agreement or applicable law that TruPowur deems practicable to equitably resolve injuries caused by the Consultant's violation of the Agreement.

In the event it is determined that a Consultant never legally earned certain commissions because of certain illegal or improper actions, those commissions will be not paid, will be offset, and/or must be refunded, as determined by TruPowur in its sole discretion. Each Consultant agrees to cooperate with TruPowur's investigation of potential violations including, without limitation:

- (i) responding promptly, completely, and truthfully to any inquiries or requests for information or documents (including, but not limited to, books, records, correspondence, and electronically stored information) and within two business days of any request;
- (ii) authenticating documents; and
- (iii) testifying completely and truthfully. Each Consultant agrees that this duty to cooperate with TruPowur also applies to any mediation, arbitration, litigation, or administrative proceeding.

11.3 Grievances and Complaints

When a Consultant has a grievance or complaint with another Consultant regarding any practice or conduct relating to the Consultant's TruPowur business, the complaining Consultant should report the problem to support@trupowur.com and, if the matter involves an interpretation or violation of the Agreement, it should be reported in writing to TruPowur. A Consultant observing a violation of the Agreement by another Consultant should report the violation to TruPowur either by email or phone. If the report is submitted by email, please provide details such as dates, number of occurrences, persons involved, and any supporting documentation.

All reports received by TruPowur will remain anonymous until such time as the Consultant who made the report authorizes TruPowur to disclose the Consultant's identity or TruPowur is compelled to do so by subpoena, court order, or arbitrator's instruction or otherwise as required by law.

11.4 Mediation

Prior to instituting any arbitration as provided in Section 11.5, the parties shall meet in good faith and attempt to resolve through nonbinding mediation any dispute arising from or relating to the Agreement. An individual who shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its own attorney fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Collin County, Texas.

11.5 Arbitration

11.5.1 Terms of Arbitration

If mediation is unsuccessful, except as otherwise expressly set forth herein, any controversy or claim arising out of or relating to the Agreement, the breach thereof, or the TruPowur business shall be resolved by binding confidential arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at www.adr.org. Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to Consultants upon request to TruPowur. There shall be one arbitrator who shall be an attorney who shall have expertise in business law transactions, and preferably an attorney knowledgeable in the Direct Selling industry. TruPowur shall select the arbitrator at its sole discretion from the panel which the American Arbitration Association provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If a Consultant files a claim or counterclaim against TruPowur, the Consultant shall do so on an individual basis and not with any other Consultant or as part of a class action. The arbitrator shall have the right in his or her discretion to authorize the obtaining of discovery, including the taking of depositions of witnesses for the purpose of discovery.

The presentations of parties in the arbitration proceeding shall be commenced and completed within 60 days after the selection of the arbitrator and the arbitrator shall render his or her decision in writing within 30 days after the completion of such presentations.

The decision of the arbitrator shall be final and binding on the parties and may if need be, be reduced to a judgment in any court of competent jurisdiction. At the request of any party, the arbitrator shall make and provide to the parties written findings of fact and conclusions of law. This agreement to arbitrate shall survive any termination or expiration of the Consultant Agreement. Any modification of this arbitration provision shall not apply retroactively to any dispute which arose or which TruPowur had notice of before the date of modification. Nothing in this provision shall prevent TruPowur from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, and/or other injunctive or emergency relief available to safeguard and protect TruPowur's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

11.5.2 Limitation of Arbitrator's Rights

Nothing contained herein shall be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to or subtract from any of the provisions of the Agreement. The arbitrator shall not have the power to rule upon or grant any extension, renewal, or continuance of the Consultant Agreement. The arbitrator shall not have the power to award special, incidental, indirect, punitive or exemplary, or consequential damages of any kind or nature, however, caused.

11.5.3 Confidentiality

All communications, whether oral, written, or electronic, in any negotiation, mediation, or arbitration pursuant to this section shall be treated as confidential and those made in the course of negotiation or mediation, including any offer, promise, or other statements, whether made by any of the parties, their agents, employees, experts or attorneys, or by the mediator shall also be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and shall be inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiation or mediation.

11.5.4 Disputes Not Subject to Arbitration

Notwithstanding the provisions of this Section 11, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use, or registration of any Intellectual Property or Confidential Information of TruPowur without TruPowur's prior written consent. TruPowur may seek any applicable remedy in any applicable forum with respect to these disputes. In addition to monetary damages, TruPowur may obtain injunctive relief against a Consultant for any violation of the Agreement or misuse of the Intellectual Property or Confidential Information.

11.6 Equitable Relief

Notwithstanding the foregoing arbitration agreement, nothing in the Agreement shall prevent either party from applying to and obtaining from any court having jurisdiction a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect the party's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

11.7 Class Action Waiver

All disputes arising from or relating to the Agreement, or arising from or relating to the TruPowur business, shall be brought by a Consultant and proceed on an individual basis via mediation and arbitration. Consultants waive their rights to pursue any arbitration or other action against TruPowur and/or their respective subsidiaries and parent entities, owners, officers, directors, and agents on a class or consolidated basis.

11.8 Liquidated Damages

In any case, which arises from or relates to the wrongful termination of an Agreement and/or TruPowur business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of an Agreement and/or loss of TruPowur Business is proven and held to be wrongful under any theory of law, a Consultant's sole remedy shall be liquidated damages. Calculated liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Compensation Plan in the 3 months immediately preceding the termination. Gross compensation shall include commissions and bonuses earned by the Consultant pursuant to the TruPowur Compensation Plan.

11.9 Governing Law, Jurisdiction, and Venue

The laws of the State of Texas shall govern all matters relating to or arising from the Agreement. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the state and federal courts in Collin County, Texas.

11.10 Survival

Any provision of the Policies, which, by its terms, is intended to survive termination or expiration of the Agreement shall so survive, including, without limitation, the arbitration, non-solicitation, non-disparagement indemnification, and Confidential Information covenants contained in the Policies.

Notwithstanding the foregoing dispute resolution provisions regarding governing law, jurisdiction, and venue, residents of the State of Texas shall be entitled to bring an action against TruPowur in their home forum and pursuant to Texas law.

11.12 Damage Limitation

In any action arising from or relating to the Agreement, Consultant waives all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. Consultant further waives all claims to exemplary and punitive damages.

11.13 Indemnification

Consultants agree to indemnify and hold harmless TruPowur and TruPowur Related Parties from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, the Consultant's (i) activities as a Consultant; (ii) breach of the terms of the Agreement or fraudulent, deceptive, negligent or unethical actions and/or (iii) violation of or failure to comply with any applicable federal, state or local law or regulation.

11.14 Understanding

It is agreed that the Agreement shall not be construed against TruPowur. Each Consultant acknowledges that the Consultant has had the Opportunity to consult with an attorney prior to entering the Consultant Agreement.

11.15 Severability

If any provision of the Agreement, in its current form or as amended, is found to be invalid or unenforceable for any reason, only the invalid portion 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.

11.16 Waiver

TruPowur's failure to exercise any right or power under the Agreement, or its failure to insist upon strict compliance by the Consultant with any obligation or provision of the Agreement, shall not constitute a waiver of TruPowur's right to demand compliance with the Agreement at any time in the future. Waiver by TruPowur can only be effectuated in writing by an Authorized Officer of TruPowur and will be specific to the Consultant granted the waiver, unless otherwise stated. TruPowur's waiver of any particular breach by a Consultant shall not affect or impair TruPowur's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Consultant nor shall any delay or omission by TruPowur to exercise any right arising from a breach affect or impair TruPowur's rights as to that or any subsequent breach.

11.11 Texas Resident

11.17 Delays and Changes in Law

TruPowur shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control including, without limitation, strikes, labor difficulties, technology challenges, vendor mistakes, and delays or product provider mistakes and delays, including utility communications, loss of access to market billing data, riot, war, fire, death, storms, and curtailment of a party's source of supply or government decrees or orders.

11.18 Copyright Restrictions

With respect to purchases from TruPowur, Consultants must abide by all copyright restrictions and protections.

11.19 Price Changes

Prices for TruPowur's products, services, consultant enrollment fee, and/or renewal fee, and literature are subject to change without prior notice.

11.20 Sales Tax

To ensure compliance with the sales and use tax requirement of each state, unless required otherwise by state law, TruPowur will collect and remit all applicable sales and use taxes on products, Sales Aids, and Tools and applicable services sold to Consultants, as required by law. The applicable rate of tax due shall be based on the address to which the product and/or material is shipped. For reference, a record of all TruPowur Consultant purchases will be stored within the Consultant's Account, Virtual or Back-Office noting the details of the purchase and relevant taxes collected.

11.21 No Liability

To the extent permitted by law, TruPowur shall not be liable for, and each Consultant releases TruPowur from and waives all claims for any loss of profits, indirect, direct, special, or consequential damages, or any other loss incurred or suffered by a Consultant as a result of (i) the breach by a Consultant of the Agreement and/or the terms and conditions of the Policies; (ii) the operation of the Consultant's business; or (iii) the failure to provide any information or data necessary for TruPowur to operate its business, including, without limitation, the enrollment and acceptance of a Consultant into the Compensation Plan or the payment of commissions and bonuses.

11.22 Notice

Any communication, notice, or demand of any kind whatsoever, which either the Consultant or TruPowur may be required or may desire to give or to serve upon the other shall be in writing and delivered either (i) by electronic communication (whether by email or telecopy), (ii) personally or by same-day local courier services or overnight express delivery services; or (iii) by registered or certified mail, postage prepaid, return receipt requested. Any such communication, notice, or demand shall be deemed to have been given or served on the date personally received by personal service or overnight courier service, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or the other evidence if delivery is by mail. Any party may change its address for notice by giving written notice to the other in the manner provided in this Section.

11.23 Disclaimer of Liability

TRUPOWUR IS NOT LIABLE FOR ANY LIABILITY, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, INJURIES AND LIABILITIES OF ANY NATURE WHATSOEVER WHICH CONSULTANTS MAY NOW OR HEREINAFTER BE ENTITLED TO ASSERT, INCLUDING BUT NOT LIMITED TO ANY DEATH, INJURY, LOSS OF ENJOYMENT, PROPERTY DAMAGE OR OTHER HARM OR LOSS OF ANY NATURE, ANY CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY RIGHTS, PERSONALITY RIGHTS, "MORAL RIGHTS" OR DEFAMATION, AND ANY AND ALL TAXES AND OTHER CHARGES OR DEBTS LEVIED, ASSESSED, OR COLLECTED, WHETHER CAUSED BY OR CONTRIBUTED TO, RELATING TO OR ARISING FROM PARTICIPATION IN ANY TRUPOWUR OR TRUPOWUR-RELATED ACTIVITY, USE OR MISUSE OR FAILURE OR INABILITY TO USE ANY TRUPOWUR AND/OR ANY OTHER ACTIVITIES CONSULTANTS MAY CHOOSE TO CONDUCT, INCLUDING, BUT NOT LIMITED TO, ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. CONSULTANTS VOLUNTARILY ASSUME ALL RISKS OF LOSS, DAMAGE, OR INJURY THAT MAY BE SUSTAINED BY THEM OR THEIR PROPERTY OR ANY PROPERTY USING OR PARTICIPATING IN THE TRUPOWUR BUSINESS.

SECTION 12 DEFINITIONS

Active - An Enrolled Consultant is considered "Active" after he or she has paid a Consultant enrollment or renewal fee. Including but not limited to qualified sales activity as required by the Compensation Plan and is in Good Standing.

Affiliate — "Affiliate" shall mean, as to any person or entity, any other person or entity that, directly or indirectly, controls, is controlled by, or is under common control with such person or entity. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") of a person or entity means the possession, directly or indirectly, of the power: (i) to vote more than fifty percent (50%) of the voting stock of such person or entity; or (ii) to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting stock, by contract or otherwise.

Business Entity – A Consultant account that is owned by a partnership, corporation, limited liability company, or other business types, not an individual.

Cancellation - The non-renewal or voluntary or involuntary termination of a Consultant Agreement.

Co-Applicant - Any additional person added to the Consultant's account with approval by the Consultant and who has full rights to the account. The Co-Applicant may be removed from the account at any time.

Compensation Plan – An outlined bonus and commission payout structure used to pay TruPowur Consultants.

Competing Activity – Any other Direct Selling marketing business or opportunity.

Consultant account - One single account and one single placement in the organization. Held by an individual, business, or non-profit organization.

Consultant Identification Number - A unique identification number assigned to each Consultant by TruPowur. Authorized Officer - The chief executive officer of TruPowur or any other elected officer of TruPowur.

Consultant Support – A team dedicated to providing outstanding support services to TruPowur Consultants.

Customer - An individual or Business Entity who has purchased products or services from TruPowur and/or its suppliers or vendors.

Customer Agreement - The Customer Application and Agreement form completed and signed by the Customer that authorizes TruPowur's energy provider to become the Customer's energy supplier.

Direct Selling - A retail marketing channel for the distribution of goods and services.

Enrolled Consultant - A Consultant is considered "Enrolled" after he or she has paid a Consultant enrollment or renewal fee (as applicable), and submitted a complete and accurate Consultant Agreement.

Ethics Department - The TruPowur department that ensures Consultant compliance with the Agreement.

Gifting – Offering, using cash or monetary incentives, promotions, prizes, bonuses or any other benefit in connection with the sale of TruPowur's products and services or for the purposes of recruiting new Customers or Consultants.

POLICIES & PROCEDURES

Good Standing — Consultant is in “good standing” if the Consultant (i) has no outstanding fees or other monies owed to TruPowur, (ii) is under no active compliance inquiry, (iii) is not in Suspension, or (iv) is not otherwise in violation of the terms of the Agreement.

Household - The persons who occupy a housing unit. A housing unit is a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or, if vacant, is intended for occupancy) as separate living quarters. The occupants may be a single family, two or more families living together, one person living alone, or any other group of related or unrelated persons who share living arrangements.

Immediate Household - Heads of Household and dependent family members residing in the same Household.

Line - Each one of the Consultants enrolled immediately underneath a Consultant’s respective Organization represents one “line” in a Consultant’s organization.

Marketing - A method for a company, Consultant, or Consultant business to sell the company’s products and/or services for a commission.

Opportunity - The business afforded to Consultants under the Agreement.

Organization - Consultants enrolled and the Consultant sponsored placed in a particular Consultant’s team.

Recruit - The actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, a potential or existing TruPowur Consultant or Customer, even if the Consultant’s or Customer’s actions are in response to an inquiry made by another Consultant or Customer.

Sponsor - The act of enrolling others and training them to become Consultants is called “sponsoring.” A Consultant who enrolls another Consultant into TruPowur is listed as the Sponsor on the Consultant Agreement.

Suspended Status — A Consultant in “suspended status” will have no access to the Consultant’s Virtual or Back-Office, no right or capability to enroll Customers, Sponsor Consultants or sell TruPowur’s products or services, and may have potential commissions or bonuses withheld.

Suspension — One of the disciplinary actions that may be utilized when a Consultant is found to be in violation of the Agreement. Suspension can result in certain disciplinary actions or sanctions including, without limitation, prohibiting Consultants from (i) continued marketing or selling certain or all products or services, (ii) retraining, (iii) receiving commissions, (iv) access to the Virtual or Back-Office and (v) receiving recognition.

Team - All Consultants enrolled below a Consultant in the Consultant’s line of sponsorship are considered to be part of the team.

Utility Bill Payment Center - Any business entity operating as a bill payment center that allows customers to walk in and make utility bill payments.

Virtual or Back-Office - A Web-based application provided to each Consultant that includes powerful business-building tools; information and reporting about monthly commissions, webinar schedules, news about events, and periodic corporate updates.

TruPowur Name Badge - An official Consultant identification badge provided by TruPowur.

TruPowur Report - An online report generated by TruPowur that provides critical data relating to the identities of Consultants, sales information, and enrollment activity of each Consultant’s Organization. This report contains confidential and trade secret information that is proprietary to TruPowur.

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PoliciesProcedures v1.3 2023*

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the Effective Date.

TruPowur, Inc.

Signature: _____

Printed Name: Matt D. Fox

Title: Founder/President/CEO

Date: _____

ACKNOWLEDGED AND AGREED TO BY:

Signature: _____

Printed Name: _____

Date: _____

Social Security: _____