

BANKCODE INDEPENDENT AFFILIATE APPLICATION, AGREEMENT AND CONSENT TO ELECTRONIC RECORD

CONSENT TO ELECTRONIC RECORD

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.), requires that you consent to entering into an electronic agreement with Codebreaker, Inc, doing business as BANKCODE before an online version of the BANKCODE Independent Affiliate (IA) Agreement is entered into. Please read the following information carefully.

Should you enter into the online BANKCODE IA Agreement (“the Agreement”), you will not be required to submit a paper application. The entire agreement between you and BANKCODE will be evidenced by an electronic record. To enter into the Agreement, you must electronically acknowledge that you agree to the Application and Agreement, the BANKCODE Compensation Plan, and the BANKCODE IA Policies and Procedures.

To access these documents and enter into the Agreement, you will need the following hardware and software: A Personal Computer (“PC”) with modem or other Internet access device, operational Internet browser software (e.g., Mozilla Firefox, Google Chrome, Safari, or Internet Explorer), and Adobe Acrobat Reader. Should there ever be a change in the equipment or software necessary to access the terms of the Agreement, BANKCODE will advise you of the same and will provide you with a list of the equipment and software that is necessary.

Your consent will apply to all transactions between you and BANKCODE.

As a BANKCODE IA, you will be provided with a BANKCODE replicated website and/or be given a unique Access Code and a Virtual Office. You may withdraw your consent to the use of electronic records at any time. However, should you do so, the Agreement will be automatically terminated as will your access to the replicated site, unique access code, and Virtual Office. To withdraw your consent (and thereby terminate the Agreement), you may notify BANKCODE of your election to withdraw this consent by emailing written notice to BANKCODE at support@bankcode.com.

During the enrollment process, you will have the ability to read, download, print, and retain the Application and Agreement, the Compensation Plan, and the Policies and Procedures for future reference. Additionally, you may access these documents through your Virtual Office or by request to support@bankcode.com.

By entering into the Agreement, you agree that BANKCODE may amend the same (including the Application and Agreement, the Compensation Plan, and/or the Policies and Procedures) at its sole discretion at any time. Prior versions are archived by BANKCODE. Should you wish to obtain a copy of any archived version of the Terms and Conditions, Compensation Plan, or the Policies and Procedures, send a written email request to support@bankcode.com. Your request must include your name, your IA identification number, and your E-mail address. Upon receipt of such a request, BANKCODE will email to you a copy of the version of the Agreement that you requested. Be certain to specify the date of the version that you wish to receive. There is a charge of \$1.50 per page for U.S. residents and \$2.50 per page for non-U.S. residents. The most current versions of the Policies and Procedures and the

Compensation Plan are always available for viewing, printing and downloading through your BANKCODE Virtual Office.

BANKCODE INDEPENDENT AFFILIATE APPLICATION AND AGREEMENT

The following Codebreaker, Inc., DBA BANKCODE Independent Affiliate (“IA”) Application and Agreement is a legal agreement between you and BANKCODE. BANKCODE IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OUTLINED IN THE AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, WHICH INCLUDES BY REFERENCE, THE BANKCODE COMPENSATION PLAN AND THE IA POLICIES AND PROCEDURES.

1. I understand that as a BANKCODE Independent Affiliate (“IA”):
 - a. I have the right to offer for sale only BANKCODE products and services as published by the Company in accordance with this document, the Compensation Plan and the IA Policies and Procedures.
 - b. I have the right to enroll persons in BANKCODE as IAs.
 - c. If qualified, I have the right to earn commissions pursuant to the BANKCODE Compensation Plan.
2. I agree to present the BANKCODE Compensation Plan and BANKCODE products and services as set forth in official BANKCODE literature.
3. I agree that, as a BANKCODE IA, I am an independent contractor, and not an employee, partner, legal representative, or franchisee of BANKCODE. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF BANKCODE FOR FEDERAL OR STATE TAX PURPOSES.** BANKCODE is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have read and agree to comply with the IA Policies and Procedures and the BANKCODE Compensation Plan, both of which are incorporated into and made a part of this Application and Agreement (these three documents shall be collectively referred to as the IA “Agreement”). If I do not agree to the IA Policies and Procedures or BANKCODE Compensation Plan, my sole recourse is to notify the company and cancel my BANKCODE IA Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures and Compensation Plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for commissions from BANKCODE. I understand that the Agreement may be amended at the sole discretion of BANKCODE, and I agree to abide by all such amendments. Notification of amendments shall be posted on BANKCODE’s website OR in my BANKCODE Virtual Office. Amendments shall become effective upon publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my BANKCODE business or my acceptance of commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to pay the fees for my virtual office, and thereby renew my BANKCODE business each year, or if it is canceled or terminated for any reason, I understand that I will permanently lose

all rights as an IA. I shall not be eligible to sell BANKCODE products and services nor shall I be eligible to

receive commissions, bonuses, or other income resulting from the activities of my sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to, property rights, to my former sales organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former sales organization.** BANKCODE reserves the right to terminate all IA Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. IA may cancel this Agreement at any time, and for any reason, upon written notice to BANKCODE at its principal business address or via email to support@bankcode.com.

6. I may not assign any rights under the Agreement without the prior written consent of BANKCODE. Any attempt to transfer or assign the Agreement without the express written consent of BANKCODE renders the Agreement voidable at the option of BANKCODE and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, BANKCODE may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that BANKCODE may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to BANKCODE.

8. BANKCODE, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "corporate staff"), shall not be liable for, and I release and hold harmless BANKCODE and its corporate staff from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless BANKCODE and its corporate staff from all liability arising from or relating to the promotion or operation of my BANKCODE business and any activities related to it (e.g., the presentation of BANKCODE products or the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify BANKCODE for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by BANKCODE at its discretion, constitutes the entire contract between BANKCODE and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by BANKCODE of any breach of the Agreement must be in writing and signed by an authorized officer of BANKCODE. Waiver by BANKCODE of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. In the event of a dispute between an IA and BANKCODE arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully fully described in the Policies and Procedures. BANKCODE shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an IA. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration

13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or IA lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the District of Nevada, or state court residing in Clark County, State of Nevada.

14. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law. Should a Louisiana resident terminate the IA Agreement, BANKCODE will refund 90% of the purchase price for an IA's Virtual Office fee for the month in which his or her IA Agreement is terminated. BANKCODE sets a value of \$10.00 per month for use of the Virtual Office.

15. MT Residents: Should a Montana resident cancel the IA Agreement within 15 days from the date of enrollment, BANKCODE will refund 100% of the purchase price for any fees he or she has paid for a Virtual Office. BANKCODE sets a value of \$10.00 per month (or \$120.00 per year) for the Virtual Office.

16. MA and WY Residents: Should a Massachusetts or Wyoming resident terminate the IA Agreement, BANKCODE will refund 90% of the purchase price for an IA's Virtual Office fee for the month in which his or her IA Agreement is terminated. BANKCODE sets a value of \$10.00 per month for use of the Virtual Office.

17. Except as provided in paragraphs 14-16, refunds will be issued as provided in the Policies and Procedures and in the Notice of Right to Cancel below.

18. An IA has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company via email to support@bankcode.com.

19. If an IA wishes to bring an action against BANKCODE for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against BANKCODE for such act or omission. **IA waives all claims that any other statute of limitations applies.**

20. Liquidated Damages. In any case which arises from or relates to the termination of IA's Agreement and independent business, the parties agree that damages will be very difficult to ascertain. Therefore, the parties stipulate that if an IA's termination is proven and held to be wrongful under any theory of law, IA's sole remedy shall be liquidated damages calculated as follows:

- For IAs, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to BANKCODE's Compensation Plan in the twelve (12) months immediately preceding the termination.
- Gross compensation shall include commissions and bonuses earned by the IA pursuant to BANKCODE's Compensation Plan as well as retail profits earned by IA for the sale of BANKCODE merchandise. However, retail profits must be substantiated by providing the

Company with true and accurate copies of fully and properly completed retail receipts provided by IA to Customers at the time of the sale.

21. I authorize BANKCODE to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

22. A faxed or scanned copy of the Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the date of purchase. To cancel this transaction, send an email to support@bankcode.com NOT LATER THAN MIDNIGHT of the third business day following the date of purchase.

BANKCODE IA POLICIES AND PROCEDURES

Effective July 22, 2017

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SECTION 1 - CORPORATE MISSION STATEMENT

BANKCODE will be an international leader in the B2B and B2C space in personality-based sales and human relationship training. Our mission is to lead the market with our innovative and industry-disruptive products and services, empowering our clients to TAKE IT TO THE BANK – financially, emotionally, and philanthropically. We will achieve this by cracking more than 100 million B.A.N.K. codes and deploying our game-changing methodology to top corporations, organizations, associations, and foundations worldwide, allowing us to serve millions of professionals and feed more than a million hungry people through our global Food Bank initiatives.

SECTION 2 - INTRODUCTION

2.1 POLICIES AND COMPENSATION PLAN INCORPORATED INTO IA AGREEMENT

These IA Policies and Procedures and the Compensation Plan, in their present form, and as amended by Codebreaker, Inc. DBA BANKCODE or the “Company”) from time to time at its sole discretion, are incorporated into, and form an integral part of the BANKCODE Independent Affiliate (“IA”) Agreement (the “Agreement”). It is the responsibility of each IA to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies and Procedures, when the term “Agreement” is used, it collectively refers to the BANKCODE IA Application and Agreement, these Policies and Procedures, and the BANKCODE Compensation Plan. These documents are incorporated by reference into the BANKCODE IA Agreement (all in their current form and as amended from time to time by BANKCODE at its sole discretion).

2.2 CHANGES TO THE AGREEMENT

BANKCODE reserves the right to amend the Agreement and its prices at its sole discretion. By executing the IA Agreement, an IA agrees to abide by all amendments or modifications that BANKCODE elects to make.

Amendments shall be effective immediately after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) posting in IAs’ virtual offices; (4) inclusion in Company periodicals; (5) inclusion in product orders; or (6) special mailings. The continuation of an IA’s BANKCODE business, the acceptance of any benefits under the Agreement, or an IA’s acceptance of bonuses or commissions constitutes acceptance of all amendments.

2.3 POLICIES AND PROVISIONS SEVERABLE

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

2.4 WAIVER

The Company never gives up its right to insist on compliance with the Agreement and with the applicable

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laws governing the conduct of a business. No failure of BANKCODE to exercise any right or power under the Agreement or to insist upon strict compliance by an IA with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of BANKCODE's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an IA against BANKCODE shall not constitute a defense to BANKCODE's enforcement of any term or provision of the Agreement.

SECTION 3 - BECOMING AN IA

3.1 REQUIRMENTS TO BECOME AN IA

To become a BANKCODE IA, each applicant must:

- Be at least 18 years of age;
- Reside in the United States or U.S. Territories or country that BANKCODE has officially announced is open for business;
- Submit a properly completed online IA Application and Agreement to BANKCODE;
- Pay \$199.00 annually for access to a Virtual Office.

BANKCODE reserves the right to accept or reject any IA Application and Agreement for any reason or for no reason.

3.2 PRODUCT PURCHASES

Other than the payment of the \$199.00 annual virtual office fee, no person is required to purchase BANKCODE products, services or sales aids, or to pay any charge or fee to become an IA.

3.3 IA BENEFITS

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

- Market defined BANKCODE products and services;
- Participate in the BANKCODE Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Customers or IAs into the BANKCODE business and thereby build a team and participate in the BANKCODE Compensation Plan;
- Receive periodic BANKCODE literature and other BANKCODE communications;
- Participate in BANKCODE-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by BANKCODE for its IAs.

3.4 TERM AND RENEWAL OF YOUR BANKCODE BUSINESS

BANKCODE – IA Policies and Procedures

The term of the IA Agreement is month-to-month, and is automatically renewed upon the payment of the BANKCODE – IA Policies and Procedures annual IA virtual office access fee. Should an IA fail to pay his/her annual fee, the IA's business will be put on suspension and will not be eligible for commissions or bonuses until all past-due IA fees are paid. If the IA fails to pay his/her fee within 30 days after expiration, then the IA's Agreement shall be permanently terminated. Following any decline event, IAs will receive multiple email notifications of failures to bill with instructions on how to correct their credit card information.

SECTION 4 - OPERATING A BANKCODE BUSINESS

4.1 ADHERENCE TO THE BANKCODE COMPENSATION PLAN

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

4.2 ADVERTISING

4.2.1 General

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

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

IAs may not sell sales aids to other BANKCODE IAs. Therefore, IAs who receive authorization from BANKCODE to produce their own sales aids may not sell such material to any other BANKCODE IA. IAs may make approved material available to other IAs free of charge if they wish, but may not charge other BANKCODE IAs for the material.

BANKCODE further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and IAs waive all claims for damages or remuneration arising from or relating to such rescission.

4.2.2 Trademarks and Copyrights

BANKCODE – IA Policies and Procedures

The name of BANKCODE and other names as may be adopted by BANKCODE are proprietary trade names, trademarks and service marks of BANKCODE (collectively “marks”). As such, these marks are of great value to BANKCODE and are supplied to IAs for their use only in an expressly authorized manner. BANKCODE will only allow the use of its marks, designs, or symbols, or any derivatives thereof, solely for use by an IA in the furtherance or operation of his or her BANKCODE business. BANKCODE will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including BANKCODE IAs, in any manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. IAs may not produce for sale or distribution any recorded Company events and speeches without written permission from BANKCODE, nor may IAs reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an Independent Affiliate, you may use the BANKCODE name in the following manner:

IA’s Name
BANKCODE
Independent Affiliate

Example:

Alice Smith
BANKCODE
Independent Affiliate

IAs may not use the term B.A.N.K.[®] or BANKCODE in its entirety in any form in their team name, a tagline, an external website name, a personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase *BANKCODE Independent Affiliate* in your phone greeting or on your answering machine to clearly separate your independent BANKCODE business from BANKCODE. For example, you may not secure the domain name www.bankcodepro.com, nor may you create an email address such as bankcodepro@gmail.com.

4.2.3 Independent BANKCODE IA Logo

If you use a BANKCODE logo in any communication, you must use the Independent IA version of the BANKCODE logo. Using any other BANKCODE logo requires written approval.

4.2.4 Media and Media Inquiries

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

4.2.5 Unsolicited Email

BANKCODE does not permit IAs to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by an IA that promotes BANKCODE, the BANKCODE opportunity, or BANKCODE products and services must comply with the following:

BANKCODE – IA Policies and Procedures

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- The email must include the IA’s physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored.

BANKCODE may periodically at its sole discretion, and without formal notice to the IA, send commercial emails on behalf of IAs. By entering into the IA Agreement, IA agrees that the Company may send such emails and that the IA’s physical and email addresses will be included in such emails as outlined above. IAs shall honor opt-out requests generated as a result of such emails sent by the Company.

4.2.6 Unsolicited Faxes

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

4.2.7 Telephone Directory Listings

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

IA's Name
BANKCODE
Independent Affiliate

4.2.8 Television and Radio Advertising

IAs may not advertise on television and radio except with BANKCODE’s express written approval.

4.2.9 Advertised Prices

IAs may not create their own marketing or advertising material offering any BANKCODE products at a price other than the official BANKCODE currently advertised price.

4.3 ONLINE CONDUCT

4.3.1 IA Web Sites

IAs are provided with a replicated website by BANKCODE, from which they can take orders, enroll new IAs, and manage their BANKCODE business. IAs may not create their own websites to promote their BANKCODE business or sell BANKCODE products.

4.3.2 BANKCODE Replicated Websites

IAs receive a BANKCODE Replicated Website subscription to facilitate the online buying experience for their customers and enrollments for IA prospects.

IAs may not alter the branding, artwork, look, or feel of their Replicated Website, except as specifically allow by BANKCODE and may not use their Replicated Website to promote, market or sell non-BANKCODE products, services or business opportunities. Except as specifically allowed by BANKCODE, you may not alter the look (placement, sizing etc.) or functionality of the following:

- The BANKCODE Independent IA Logo
- Your Name
- BANKCODE Corporate Website Redirect Button
- Artwork, logos, or graphics
- Original text.

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

By default, your BANKCODE Replicated Website URL is AssignedID.mybankcode.com or mybankcode.com/AssignedID. In selecting a uniquely identifiable website name, it cannot:

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

4.3.3 Team Websites

You may use team websites for the purposes of connecting, communicating, training, education and sharing best practices among team members. Because these sites may contain sensitive and Company-specific information, these team websites may only be shared with members of your sales organization.

4.3.4 Domain Names, email Addresses and Online Aliases

You are not allowed to use or register BANKCODE or any of BANKCODE’s trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of BANKCODE.

4.3.5 Online Classifieds

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

4.3.6 Banner Advertising

You may place banner advertisements on a website provided you use BANKCODE-approved templates and images. All banner advertisements must link to your Replicated Website. IAs may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with BANKCODE products or the BANKCODE opportunity.

4.3.7 Spam Linking

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

4.3.8 Digital Media Submission (You Tube, iTunes, PhotoBucket etc.)

IAs may upload, submit or publish BANKCODE-related video, audio or photo content that they develop and create so long as it aligns with BANKCODE values, contributes to the BANKCODE community greater good and is in compliance with BANKCODE’s Policies and Procedures. All submissions must clearly identify you as an Independent BANKCODE IA in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. IAs may not upload, submit or publish any content (video, audio, presentations or any computer files) received from BANKCODE or captured at official BANKCODE events or in buildings owned or operated by BANKCODE without prior written permission.

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

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either the sponsoring IA's Replicated Website or to the sponsoring IA's Registered External Website. The display URL must also be to either the sponsoring IA's Replicated Website or to your Registered External Web- site, and must not portray any URL that could lead the user to believe they are being directed to a BANKCODE Corporate site, or be inappropriate or misleading in any way.

4.3.10 Domain Names and Email Addresses

Except as set forth in the IA Agreement or these Policies and Procedures, IAs may not use or attempt to register any of BANKCODE's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

4.3.11 Social Media

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

- No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the IA's BANKCODE Replicated Website.
- It is each IA's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- Any social media site that is directly or indirectly operated or controlled by an IA that is used to discuss or promote BANKCODE's products or the BANKCODE opportunity may not link to any website, social media site, or site of any other nature, other than the IA's BANKCODE replicated website.
- During the term of this Agreement and for a period of 12 calendar months thereafter, an IA may not use any social media site on which they discuss or promote, or have discussed or promoted, the BANKCODE business or BANKCODE's products to directly or indirectly solicit BANKCODE IAs for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an IA shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other IAs relating to the IA's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.11 below.
- An IA may post or "pin" photographs of BANKCODE products on a social media site, but only photos that are provided by BANKCODE and downloaded from the IA's Virtual Office may be used.

If an IA creates a business profile page on any social media site that promotes or relates to BANKCODE, its products, or opportunity, the business profile page must relate exclusively to the IA's BANKCODE business and BANKCODE products. If the IA's BANKCODE business is cancelled for any reason or if the IA becomes

inactive, the IA must deactivate the business profile page.

4.4 BUSINESS ENTITIES

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be a BANKCODE IA by submitting an IA Application and Agreement along with a properly completed Business Entity Application and Agreement and a properly completed IRS form W-9. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively “Affiliated Parties”) are individually, jointly and severally liable for any indebtedness to BANKCODE, compliance with the BANKCODE Policies and Procedures, the BANKCODE IA Agreement, and other obligations to BANKCODE.

To prevent the circumvention of Sections 4.25 (regarding transfers and assignments of a BANKCODE business) and 4.5, (regarding Sponsorship Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or BANKCODE, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify BANKCODE in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.25. In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other BANKCODE business for six consecutive calendar months in accordance with Section 4.5.3. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.25.

The modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5, below. There is a \$50.00 fee for each change requested, which must be included with the written request and the completed IA Application and Agreement. BANKCODE may, at its discretion, require notarized documents before implementing any changes to a BANKCODE business. Please allow thirty (30) days after the receipt of the request by BANKCODE for processing.

4.4.1 Changes to a Business Entity

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

4.5 CHANGE OF SPONSOR

BANKCODE strongly discourages changes in sponsorship. Accordingly, the transfer of a BANKCODE business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the IA Services Department, and must include the reason for the transfer.

4.5.1 Misplacement

In cases in which the new IA is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an IA may request that he or she be transferred to another organization with his or her entire sales team intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within three days from the date of enrollment. The IA requesting the change has the burden of proving that he or she was placed beneath the wrong

sponsor. It is up to BANKCODE's discretion whether the requested change will be implemented.

4.5.2 Company Approval

The IA seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which requires the written approval of BANKCODE. All IA signatures must be notarized. The IA who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring IA also wants to move any of the IAs in his or her sales team, each sales team IA must also obtain a properly completed Sponsorship Transfer Form and return it to BANKCODE with the \$50.00 change fee (i.e., the transferring IA and each IA in his or her sales team multiplied by \$50.00 is the cost to move a BANKCODE business). Sales team IAs will not be moved with the transferring IA unless all of the requirements of this paragraph are met. Transferring IAs must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by BANKCODE for processing and **verifying** change requests. BANKCODE will consider waiving the six-month waiting period under exceptional circumstances. Such requests for waiver must be submitted to BANKCODE in writing.

4.5.3 Cancellation and Re-application

An IA may legitimately change organizations by voluntarily canceling his or her BANKCODE business and remaining inactive (*i.e.*, no purchases of BANKCODE products for resale, no sales of BANKCODE products, no sponsoring, no attendance at any BANKCODE functions, participation in any other form of IA activity, or operation of any other BANKCODE business, no income from the BANKCODE business) for six (6) full calendar months. Following the six-month period of inactivity, the former IA may reapply under a new sponsor, however, the former IA's sales team will remain in their original line of sponsorship.

4.6 WAIVER OF CLAIMS

In cases in which the appropriate sponsorship change procedures have not been followed, and a sales organization has been developed in the second business developed by an IA, BANKCODE reserves the sole and exclusive right to determine the final disposition of the sales team organization. Resolving conflicts over the proper placement of a sales team that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, **IAs WAIVE ANY AND ALL CLAIMS AGAINST BANKCODE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM BANKCODE'S DECISION REGARDING THE DISPOSITION OF ANY SALES ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

4.7 UNAUTHORIZED CLAIMS AND ACTIONS

4.7.1 Indemnification

An IA is fully responsible for all of his or her verbal and written statements made regarding BANKCODE products, services, and the Compensation Plan that are not expressly contained in official BANKCODE materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. IAs agree to indemnify BANKCODE and BANKCODE's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties,

refunds, attorney fees, court costs, or lost business incurred by BANKCODE as a result of the IA's unauthorized representations or actions. This provision shall survive the termination of the IA Agreement.

4.7.2 Compensation Plan Claims

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

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

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

4.8 COMMERCIAL OUTLETS

IAs may not sell BANKCODE products from a commercial outlet, nor may IAs display or sell BANKCODE products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to eBay and Craig's List constitute Commercial Outlets, and may not be used to sell BANKCODE products, without written permission from the company.

4.9 TRADE SHOWS, EXPOSITIONS AND OTHER SALES FORUMS

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

4.10 CONFLICTS OF INTEREST

4.10.1 Non-Solicitation

BANKCODE IAs are free to participate in multilevel or network marketing business ventures or marketing opportunities (collectively “network marketing”). However, during the term of this Agreement, IAs may not directly or indirectly Recruit other BANKCODE IAs or Customers for any other network marketing business.

Following the cancellation of an IA’s Independent IA Agreement, and for a period of six calendar months thereafter, with the exception of an IA who is personally sponsored by the former IA, a former IA may not Recruit any BANKCODE IA or Customer for another network marketing business. IAs and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, IAs and BANKCODE agree that this non-solicitation provision shall apply nationwide and to all international markets in which IAs are located. This provision shall survive the termination or expiration of the IA Agreement.

The term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another BANKCODE IA or Customer to enroll or participate in any multilevel marketing, network marketing or direct sales opportunity.

4.10.2 IA Participation in Other Network Marketing Programs

If an IA is engaged in other non-BANKCODE direct selling programs, it is the responsibility of the IA to ensure that his or her BANKCODE business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- IAs must not sell, or attempt to sell, any competing non-BANKCODE programs, products or services to BANKCODE Customers or IAs. Any program, product or services in the same generic categories as BANKCODE products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.
- IAs shall not display BANKCODE promotional material, sales aids, products or services with or in the same location as, any non-BANKCODE promotional material or sales aids, products or services.
- IAs shall not offer the BANKCODE opportunity, products or services to prospective or existing Customers or IAs in conjunction with any non-BANKCODE program, opportunity, product or service.
- IAs may not offer any non-BANKCODE opportunity, products, services or opportunity at any BANKCODE- related meeting, seminar, convention, webinar, teleconference, or other function.

4.10.3 Confidential Information

“Confidential Information” includes, but is not limited to, Team Genealogy Reports, the identities of BANKCODE customers and IAs, contact information of BANKCODE customers and IAs, IAs’ personal and group sales volumes, and IA rank and/or achievement levels. Confidential Information is, or may be available, to IAs in their respective Virtual Offices. IA access to such Confidential Information is password protected, and is confidential and constitutes proprietary information and business trade secrets belonging to BANKCODE. Such Confidential Information is provided to IAs in strictest confidence and is made available to IAs for the sole purpose of assisting IAs in working with their respective sales organizations in the development of their BANKCODE business. IAs may not use the reports for any purpose other than for developing their BANKCODE business. Where an IA participates in other multi-level marketing ventures, he/she is not eligible to have access to Team Genealogy Reports. IAs should use the Confidential Information to assist, motivate, and train their sales team IAs. The IA and BANKCODE agree that, but for this agreement of confidentiality and nondisclosure, BANKCODE would not provide Confidential Information to the IA.

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

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

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether an IA’s Agreement has been terminated, or whether the IA is or is not otherwise affiliated with the Company.

4.11 TARGETING OTHER DIRECT SELLERS

BANKCODE does not condone IAs specifically or consciously targeting the sales force of another direct sales company to sell BANKCODE products or to become IAs for BANKCODE, nor does BANKCODE condone IAs solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should IAs engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an IA alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, BANKCODE will not pay any of the IA’s defense costs or legal fees, nor will BANKCODE indemnify the IA for any judgment, award, or settlement.

4.12 ERRORS OR QUESTIONS

If an IA has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the IA must notify BANKCODE in writing within 60 days of the date of the

purported error or incident in question. BANKCODE will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

4.13 GOVERNMENTAL APPROVAL OR ENDORSEMENT

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

4.14 HOLDING APPLICATIONS OR ORDERS

IAs must not manipulate enrollments of new applicants and purchases of products. All IA Applications and Agreements, and product orders must be sent to BANKCODE within 72 hours from the time they are signed by an IA or placed by a customer, respectively.

4.15 INCOME TAXES

Each IA is responsible for paying local, state/provincial, and federal taxes on any income generated as an Independent IA. Unfortunately, we cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. Every year, BANKCODE or a company contracted by BANKCODE will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who had earnings of over \$600 in the previous calendar year.

4.16 INDEPENDENT CONTRACTOR STATUS

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

4.17 INSURANCE

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

4.18 INTERNATIONAL MARKETING

IAs are authorized to sell BANKCODE products and services, and enroll Customers or IAs only in the countries in which BANKCODE is authorized to conduct business, as announced in official Company literature. BANKCODE products or sales aids may not be shipped into or sold in any foreign country. In

addition, no IA may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or IAs; or (c) conduct any other activity for the purpose of selling BANKCODE products, establishing a sales team, or promoting the BANKCODE opportunity.

4.19 EXCESS INVENTORY AND BONUS BUYING

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

4.20 ADHERENCE TO LAWS AND ORDINANCES

IAs shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to IAs because of the nature of their business. However, IAs must obey those laws that do apply to them. If a city or county official tells an IA that an ordinance applies to him or her, the IA shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of BANKCODE.

4.21 ONE BANKCODE BUSINESS PER IA AND PER HOUSEHOLD

An IA may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one BANKCODE business. No individual may have, operate or receive compensation from more than one BANKCODE business. Individuals of the same Household may not enter into or have an interest in more than one BANKCODE Business. A “Household” is defined as spouses, and dependent children living at or doing business at the same address.

In order to maintain the integrity of the BANKCODE Compensation Plan, husbands and wives or common-law couples (collectively “spouses”) who wish to become BANKCODE IAs must be jointly sponsored as one BANKCODE business. Spouses, regardless of whether one or both are signatories to the IA Application and Agreement, may not own or operate any other BANKCODE business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another BANKCODE business in any form.

An exception to the one business per IA/household rule will be considered on a case by case basis if two IAs marry or in cases of an IA receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Compliance Department.

4.22 ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED PARTIES

If any member of an IA’s immediate household engages in any activity which, if performed by the IA, would violate any provision of the Agreement, such activity will be deemed a violation by the IA and BANKCODE may take disciplinary action pursuant to the Statement of Policies against the IA. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity

(collectively “Business Entity”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and BANKCODE may take disciplinary action against the Business Entity. Likewise, if an IA enrolls in BANKCODE as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

4.23 REQUESTS FOR RECORDS

Any request from an IA for copies of invoices, applications, sales team activity reports, or other records will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

4.24 SALE, TRANSFER OR ASSIGNMENT OF BANKCODE BUSINESS

Although a BANKCODE business is a privately owned and independently operated business, the sale, transfer or assignment of a BANKCODE business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a BANKCODE business, is subject to certain limitations. If an IA wishes to sell his or her BANKCODE business, or interest in a Business Entity that owns or operates a BANKCODE business, the following criteria must be met:

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

Prior to selling an independent BANKCODE business or Business Entity interest, the selling IA must notify BANKCODE’s Compliance Department in writing and advise of his or her intent to sell his/her BANKCODE business or Business Entity interest. The selling IA must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a BANKCODE business.

4.25 SEPARATION OF A BANKCODE BUSINESS

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

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

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

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

If a former spouse has completely relinquished all rights in the original BANKCODE business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an IA. In either case, the former spouse or business affiliate shall have no rights to any IAs in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new IA.

4.26 SPONSORING ONLINE

When sponsoring a new IA through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, BANKCODE’s Policies and Procedures, and the BANKCODE Compensation Plan.

The sponsor may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

4.27 SUCCESSION

Upon the death or incapacitation of an IA, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an IA should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a BANKCODE business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased IA’s sales team provided the following qualifications are met. The successor(s) must:

- Execute an IA Agreement;
- Comply with terms and provisions of the Agreement;

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- Meet all of the qualifications for the deceased IA's status;
- The devisee must provide BANKCODE with an "address of record"
- If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. BANKCODE will issue all bonus and commission payments and one 1099 to the business entity.

4.27.1 Transfer Upon Death of an IA

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

4.27.2 Transfer Upon Incapacitation of an IA

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

4.28 TELEMARKETING TECHNIQUES

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

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

- If the IA has an established business relationship with the prospect. An "established business relationship" is a relationship between an IA and a prospect based on the prospect's purchase, rental, or lease of goods or services from the IA, or a financial transaction between the prospect and the IA, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect's personal inquiry or application regarding a product or service offered by the IA, within the three (3) months immediately preceding the date of such a call.

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

4.30 VIRTUAL OFFICE ACCESS

BANKCODE makes online virtual offices available to its IAs. Virtual offices provide IAs access to confidential and proprietary information that may be used solely and exclusively to promote the development of an IA’s BANKCODE business and to increase sales of BANKCODE products. However, access to a virtual office is a privilege, and not a right. BANKCODE reserves the right to deny IAs access to the virtual office at its sole discretion.

SECTION 5 - RESPONSIBILITIES OF IAS

5.1 CHANGE OF ADDRESS, TELEPHONE, AND E-MAIL ADDRESSES

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that BANKCODE’s information is current. Street addresses are required for shipping since UPS cannot deliver to a post office box. An IA’s whose contact information changes must amend their contact information through their IA Virtual Office.

5.2 CONTINUING DEVELOPMENT OBLIGATIONS

5.2.1 Ongoing Training

Any IA who sponsors another IA into BANKCODE must perform a bona fide assistance and training function to ensure that his or her sales team is properly operating his or her BANKCODE business. IAs must have ongoing contact and communication with the IAs in their Sales Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of sales team IAs to BANKCODE meetings, training sessions, and other functions.

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Sponsoring IAs are also responsible to

motivate and train new IAs in BANKCODE product knowledge, effective sales techniques, the BANKCODE Compensation Plan, and compliance with Company Policies and Procedures and applicable laws. Communication with and the training of team IAs must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of IA- produced sales aids and promotional materials).

IAs should monitor the IAs in their Sales Organizations to guard against sales team IAs making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

5.2.2 Increased Training Responsibilities

As IAs spend more time learning how BANKCODE processes and sales work, they will become more experienced in sales techniques, product knowledge, and understanding of the BANKCODE program. They will be called upon to share this knowledge with lesser experienced IAs within their organization.

5.2.3 Ongoing Sales Responsibilities

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

5.3 NONDISPARAGEMENT

BANKCODE wants to provide its independent IAs with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to Customer Support at support@bankcode.com. Remember, to best serve you, we must hear from you! While BANKCODE welcomes constructive input, negative comments and remarks made in the field by IAs about the Company, its founders and employees, its products, or compensation plan or about fellow IAs serve no purpose other than to sour the enthusiasm of other BANKCODE IAs. For this reason, and to set the proper example for their sales team, IAs must not disparage, demean, or make negative remarks about BANKCODE, other BANKCODE IAs, BANKCODE's products, the Marketing and Compensation plan, or BANKCODE's directors, officers, or employees. Violation of this non-disparagement clause can lead to involuntary cancellation of the IA's account and all related benefits, at the sole discretion of the Company.

5.4 PROVIDING DOCUMENTATION TO APPLICANTS

IAs must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become IAs before the applicant signs an IA Agreement, or ensure that they have online access to these materials during the IA signup process.

SECTION 6 - SALES REQUIREMENTS

6.1 NO TERRITORY RESTRICTIONS

There are no exclusive territories granted to anyone at this time.

6.2 SALES RECEIPTS

BANKCODE will provide an IA's retail customers with online access to an official BANKCODE sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. In addition, IAs must orally inform the buyer of his or her cancellation rights.

SECTION 7 - BONUSES AND COMMISSIONS

7.1 BONUS AND COMMISSION QUALIFICATIONS AND ACCRUAL

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

7.2 ADJUSTMENT TO BONUSES AND COMMISSIONS

7.2.1 Adjustments for Returned Products and Cancelled Services

IAs receive bonuses, commissions, or overrides based on the actual sales of products and services to end consumers. When a service is cancelled or a product refunded or is repurchased by the Company, any of the following may occur at the Company's discretion: (1) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service will be deducted from payments to the IA and upline IAs who received bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered; or (2) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service may be deducted from any refunds or credits to the IA who received the bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service.

7.2.2 Company Sponsored Pay Card

The Company pays commissions only via direct payment onto a Company sponsored debit card.

7.3 REPORTS

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

ALL SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE

SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BANKCODE AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY IA OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF BANKCODE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, BANKCODE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

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

SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

8.1 IA GUARANTEE AND RESCISSION

Federal and state law requires that IAs notify their retail customers that they have three business days (Saturday is a business day, Sundays and legal holidays are not business days) within which to cancel their purchase and receive a full refund. IAs **MUST** verbally inform their customers of this right. Direct access to invoices for all purchases is provided through the customer's or IA's virtual office.

8.2 RETURNS BY RETAIL CUSTOMERS

BANKCODE offers, through its IAs, a 100% three (3) day money-back guarantee to all retail customers. Every IA is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any BANKCODE product or service, the retail customer may receive a full refund of the purchase price (less shipping costs, if any) if it is requested in writing within three (3) days from the date of purchase.

8.3 RETURN OF SALES AIDS BY IAS UPON CANCELLATION

Upon cancellation of an IA's Agreement, the IA may return sales aids that he or she personally purchased from BANKCODE (purchases from other IAs or third parties are not subject to refund) that are in Resalable (see Definition of "Resalable" below) condition and which have been purchased within one year prior to the date of cancellation. Upon receipt of the sales aids, the IA will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping and handling charges incurred by an IA when the sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a

credit card, the refund will be credited back to the same account. If an IA was paid a commission based on a product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on that product purchase will be deducted from the amount of the refund.

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

8.3.1 Montana Residents

A Montana resident may cancel his or her IA Agreement within 15 days from the date of enrollment, and may return any items he or she has purchased for a full refund within such time period.

8.4 PROCEDURES FOR ALL RETURNS

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

- All merchandise must be returned by the IA or customer who purchased it directly from BANKCODE.
- All products to be returned must have a Return Authorization Number which is obtained by calling the IA Services Department. This Return Authorization Number must be written on each carton returned.
- The return is accompanied by:
 - The original packing slip with the completed and signed Consumer Return information;
 - The unused portion of the product in its original container.
- Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to BANKCODE shipping pre-paid. BANKCODE does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the IA. If returned product is not received by the Company's Distribution Center, it is the responsibility of the IA to trace the shipment.
- If an IA is returning merchandise to BANKCODE that was returned to him or her by a personal retail customer, the product must be received by BANKCODE within ten (10) days from the date on which the retail customer returned the merchandise to the IA, and must be accompanied by the sales receipt the IA gave to the customer at the time of the sale.
- No refund or replacement of product will be made if the conditions of these rules are not met.

SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 DISCIPLINARY SANCTIONS

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an IA that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the IA's BANKCODE business), may result, at BANKCODE's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the IA to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- BANKCODE may withhold from an IA all or part of the IA's bonuses and commissions during the period that BANKCODE is investigating any conduct allegedly violative of the Agreement. If an IA's business is canceled for disciplinary reasons, the IA will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's IA Agreement for one or more pay periods;
- Transfer or removal of some or all of an IA's sales team IAs from the offending IA's sales team organization.
- Involuntary termination of the offender's IA Agreement;
- Suspension and/or termination of the offending IA's BANKCODE website or website access;
- Any other measure expressly allowed within any provision of the Agreement or which BANKCODE deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IA's policy violation or contractual breach;
- In situations deemed appropriate by BANKCODE, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2 GRIEVANCES AND COMPLAINTS

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

9.3 MEDIATION

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

9.4 ARBITRATION

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

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

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

All arbitration proceedings shall be held in Clark County, Nevada. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The arbitration shall occur within 180 days from the date on which the arbitration is filed, and shall last no more than five business days. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

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

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

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

9.5 GOVERNING LAW, JURISDICTION AND VENUE

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

9.5.1 Louisiana Residents

Notwithstanding the foregoing, and the arbitration provision in Section 9.5, residents of the State of Louisiana shall be entitled to bring an action against BANKCODE in their home forum and pursuant to Louisiana law.

SECTION 10 - PAYMENTS

10.1 RETURNED CHECKS

All checks returned by an IA's bank for insufficient funds will be re-submitted for payment. A \$45.00 returned check fee will be charged to the account of the IA. After receiving a returned check from a customer or an IA, all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to BANKCODE by an IA for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.

10.2 RESTRICTIONS ON THIRD PARTY USE OF CREDIT CARDS AND CHECKING ACCOUNT ACCESS

IAs shall not permit other IAs or Customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company.

SECTION 11 - INACTIVITY AND CANCELLATION

11.1 EFFECT OF CANCELLATION

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

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

11.2 CANCELLATION DUE TO FAILURE TO PAY

On the day on which an IA fails to pay his/her annual Virtual Office fees, his or her account will be suspended and no commissions will be paid out until and unless the account is brought current. If the account is not brought current after one month, the IA's account will be permanently cancelled and any pending commissions will be forfeited.

11.3 INVOLUNTARY CANCELLATION

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

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

11.4 VOLUNTARY CANCELLATION

An IA has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or by email to support@bankcode.com from the system registered email address of the IA. If in writing, the written notice must include the IA's signature, printed name, address, and IA I.D. Number.

In addition to written cancellation, IAs who have consented to Electronic Contracting will cancel their IA Agreement should they withdraw their consent to contract electronically.

11.5 NON-RENEWAL

An IA may cancel his or her IA Agreement by failing to pay his/her annual fee. The Company will provide 4 daily notices of non-payment and then 4 weekly notices, all via email, commencing on the first day of non-payment. The IA's account will be suspended upon the first day of non-payment of the annual fee and will be cancelled on the date 30 days after the first day of non-payment if no payment has been received.

SECTION 12 - DEFINITIONS

Active Customer — A Customer who purchased BANKCODE products and whose product account has been paid for the current month, if monthly payments are applicable.

Active IA — An IA whose account is in good standing with the Company and whose monthly fees are current.

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

Agreement - The contract between the Company and each IA includes the IA Application and Agreement, the BANKCODE Policies and Procedures, the BANKCODE Compensation Plan, and the Business Entity Form (where appropriate), all in their current form and as amended by BANKCODE in its sole discretion. These documents are collectively referred to as the "Agreement."

Cancel — The termination of an IA's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

Household - Spouses, heads-of-household, and dependent family members residing in the same residence.

Immediate Household — Spouses, heads-of-household, and dependent family members residing in the same residence.

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

Recruit—For purposes of BANKCODE’s Conflict of Interest Policy (Section 4.10), the term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another BANKCODE IA or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Replicated Website – A website provided by BANKCODE to IAs which utilizes website templates developed by BANKCODE.

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

Retail Customer — An individual who purchases BANKCODE products but who is not an IA.

Retail Sales – Sales of BANKCODE Products to a Retail Customer.

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