

## **SECTION 1**

### **CORPORATE MISSION STATEMENT**

To build a healthier & wealthier life by architecting an EPIC future:

- Funded by Equity
- Driven by Profitability
- Committed to Integrity
- Impacting the Community

## **SECTION 2**

### **INTRODUCTION**

#### **2.1 Policies and Compensation Plan Incorporated into Representative Agreement**

These Policies and Procedures and the appendices hereto (the “Policies”), in their present form and as they may be amended at the sole discretion of E.P.I.C. Assets, LLC. (hereafter “E.P.I.C.,” or the “Company”), are incorporated into, and form an integral part of, the E.P.I.C. Representative Agreement. Throughout these Policies, when the terms “Agreement” and the “Agreements” are used, each collectively refers to the E.P.I.C. Representative Application and Agreement, these Policies, the E.P.I.C. Marketing and Compensation Plan of the specific Jurisdiction the Representative is enrolled in (hereafter “Compensation Plan”), the E.P.I.C. Business Entity Application (if applicable), the E.P.I.C. Code of Conduct and any other policy, agreement, or directive designated or intended by E.P.I.C. as being applicable to a Representative and/or a Representative’s Downline. Each of the foregoing are incorporated by reference into these Policies and are part of the terms and conditions to which the E.P.I.C. Representative Agreement is subject (all in their current form and as they may be amended by E.P.I.C. in the future). It is the responsibility of each Representative to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring or enrolling a new Representative, it is the responsibility of the sponsoring Representative to provide the most current version of these Policies, the E.P.I.C. Marketing and Compensation Plan, and all other Agreements to the applicant prior to his or her execution of the Representative Agreement.

#### **2.2 Purpose of Policies**

E.P.I.C. Assets, LLC is a direct sales company that markets products through Independent Representatives (“Representatives”). It is important to understand that your success and the success of your fellow Representatives is dependent on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Representatives and E.P.I.C., and to explicitly set a standard for acceptable business conduct, E.P.I.C. has established the Agreements.

E.P.I.C. Representatives are required to comply with: (a) all of the provisions set forth in the Agreements which E.P.I.C. may amend at its sole discretion from time to time; and (b) all federal, state, provincial and local laws governing the activities of Representatives. It is your responsibility to be familiar with these requirements. As part of your efforts to ensure compliance with these requirements, it is very important that you read the Agreements carefully and abide by all terms and conditions contained in the Agreements. Therefore, we urge you to review the information in the Agreements carefully.

The Agreements explain and govern the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from your Sponsor or directly from E.P.I.C.

## 2.3 Changes to the Agreements; Changes in Laws

E.P.I.C. reserves the right to amend the Agreements, E.P.I.C.'s prices and compensation policy, and E.P.I.C.'s other business policies in its sole and absolute discretion. By signing the E.P.I.C. Representative Agreement, a Representative agrees to abide by all amendments or modifications that E.P.I.C. elects to make. Amendments shall be effective upon notice to all Representatives that the Agreement has been modified. Notification of amendments shall be published in official E.P.I.C. materials. The Company shall provide or make available to all Representatives a complete copy of the amended provisions by one or more of the following methods: (a) posting on the Company's official website; (b) electronic mail (e-mail); (c) voice mail system broadcast; (d) inclusion in Company periodicals; (e) inclusion in product orders; or (f) special mailings. The continuation of a Representative's E.P.I.C. business or a Representative's acceptance of bonuses or commissions constitutes acceptance of any and all amendments. Additionally, federal, state, provincial and local laws change from time to time, and it is your responsibility to keep abreast of these changes and modify your activities to ensure continued compliance with all applicable laws.

## 2.4 Delays

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

## 2.5 Policies and Provisions Severable

If any provision of the Agreements, in their current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreements.

## 2.6 Waiver

The Company never gives up its right to insist on compliance with the Agreements and with the applicable laws governing your conduct as a Representative. No failure of E.P.I.C. to exercise any right or power under the Agreements or to insist upon strict compliance by a Representative with any obligation or provision of the Agreements, and no custom or practice of the parties at variance with the terms of the Agreements, shall constitute a waiver of E.P.I.C.'s right to demand exact compliance with the Agreements. Waiver by E.P.I.C. can be affected only in writing by an authorized officer of the Company. E.P.I.C.'s waiver of any particular breach or failure by a Representative shall not affect or impair E.P.I.C.'s rights with respect to any subsequent breach or failure, nor shall it affect in any way the rights or obligations of any other Representative. Nor shall any delay or omission by E.P.I.C. to exercise any right arising from a breach or failure affect or impair E.P.I.C.'s rights as to that or any subsequent breach or failure.

The existence of any claim or cause of action of a Representative against E.P.I.C. shall not constitute a defense to E.P.I.C.'s enforcement of any term or provision of the Agreements.

## SECTION 3

### BECOMING A REPRESENTATIVE

#### 3.1 Requirements to Become a Representative

To become an E.P.I.C. Representative, each applicant must:

- a) Be of the age of majority in his or her State, Territory, or Province of residence;
- b) Reside in any of the following: (i) the United States, excluding those States as described in §5.15 Restricted States; (ii) the Territory of Puerto Rico (as defined and described in these Policies as “E.P.I.C. Approved Jurisdictions”);
- c) Have a valid Social Security (SSN) or Federal Tax ID (FTID) number, and provide this information to E.P.I.C. in a properly completed W-9 form (or other applicable form);
- d) Submit a properly completed (originals only—no copies) and signed Representative Application and Agreement to E.P.I.C. by ink signature or submit a properly completed application pursuant to Section 3.2 below;
- e) Provide a valid home address within the E.P.I.C. Approved Jurisdictions;
- f) Provide a valid, unique email address; and

The Company reserves the right to reject any applications for a new Representative or applications for renewal, in its sole discretion, based on the above criteria or any other lawful basis, including any evidence of unlawful or unethical conduct.

Additionally, E.P.I.C. will not permit more than two Representatives with different surnames to enter the same home address on any application to become an E.P.I.C. Representative.

### 3.2 New Representative Registration by Online Enrollment or Fax

New Representatives may also enroll online or by fax. Such enrollment, either online or by fax, will constitute a legal and binding agreement enforceable in accordance with these Policies and the other Agreements. All such enrollments must satisfy the requirements contained in Section 3.1 above.

### 3.3 Identification

All Representatives are required to include their SSN, FTID number in the completed Representative Application and Agreement. Upon enrollment, the Company will provide a unique Representative Identification Number (RIN) to the Representative by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses. In the event that a SSN or FTID number cannot be provided, E.P.I.C. may either reject your application as incomplete, or, at E.P.I.C.’s option, E.P.I.C. may place the account in a “hold” status until the missing information is provided.

If the account is placed on “hold” status, the account will remain in this status until a valid SSN or FTID number is submitted.

During this hold period, no commissions or bonuses will be disbursed to the Representative.

- a) Based on Internal Revenue Service (IRS) guidelines and E.P.I.C.’s own internal guidelines, E.P.I.C. will submit the SSN or FTID number to the IRS for validation after the Representative has earned in excess of \$250 in one calendar year.
- b) In the event that a Representative earns \$600 in a calendar year and E.P.I.C. has not been able to verify the Representative’s SSN or FTID number, his or her position will be placed in a hold status. The position will remain in this status and no commissions or bonuses would be released until such time as:
  - (i) the discrepancy can be resolved and the Representative’s SSN can be properly linked to the Representative in accordance with IRS guidelines and E.P.I.C.’s own internal guidelines; or
  - (ii) E.P.I.C. is provided with a new identification number and is able to verify its accuracy with the IRS.

### 3.4 Representative Benefits

Once a Representative Application and Agreement has been accepted by E.P.I.C., the benefits of the Marketing and Compensation Plan and the Representative Agreement are available to the new Representative. These benefits include the right to:

- a) Purchase E.P.I.C. Products and services at the Representative price;
- b) Sell E.P.I.C. Products at retail or resell services, which are described in the E.P.I.C. Product catalog;
- c) Participate in the E.P.I.C. Marketing and Compensation Plan (receive bonuses and commissions, if eligible);
- d) Sponsor other individuals as Customers or Representatives into the E.P.I.C. business and thereby, build a marketing organization and progress through the E.P.I.C. Marketing and Compensation Plan;
- e) Receive periodic E.P.I.C. literature and other E.P.I.C. communications;
- f) Participate in E.P.I.C.-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- g) Participate in promotional and incentive contests and programs sponsored by E.P.I.C. for its Representatives.

### 3.5 Independent Contractor Status and E.P.I.C. Trademarks

Representatives are independent contractors, and are not purchasers of a franchise or a business opportunity. The Agreement between E.P.I.C. and its Representatives does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Representative. Representatives shall not be treated as an employee for his or her services or for Federal, State or Provincial tax purposes. All Representatives are responsible for paying local, state, provincial, and federal taxes due from all compensation earned as a Representative of the Company. The Representative has no authority (expressed or implied), to bind the Company to any obligation. Each Representative shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Agreements and applicable laws. Other than as set forth in the Agreements, E.P.I.C. exercises no control or authority over the business conduct of any Representatives.

The name of E.P.I.C. and other names as may be adopted by E.P.I.C. are proprietary trade names, trademarks and E.P.I.C. service marks. As such, these marks are of great value to E.P.I.C. and are supplied to Representatives for their use only in an expressly authorized manner. Use of the E.P.I.C. name on any item not produced by the Company is prohibited except as follows:

Representative's Name

#### E.P.I.C. Independent Marketing Representative

All Representatives may list themselves as an "Independent E.P.I.C. Marketing Representative" in advertisements under their own name (e.g., the white or yellow pages of the telephone directory). No Representative may place any advertisements or make any statements or representations using E.P.I.C.'s name or logo in any manner other than as expressly permitted by the previous sentence. This policy shall also apply to all websites maintained by any Representative. For example, Representatives may not answer the telephone by saying "E.P.I.C." or in any other manner that would lead the caller to believe that he or she has reached the E.P.I.C. corporate offices. Representatives may not register any trademark, service mark, or domain name that includes the name E.P.I.C.

### 3.6 Business Entities

A corporation, partnership, or trust (collectively referred to in this Section as a “Business Entity”) may apply to be an E.P.I.C. Representative by submitting its Certificate of Incorporation, Partnership Agreement or trust documents (these documents are collectively referred to as the “Entity Documents”) to E.P.I.C., along with a properly completed Business Entity Registration form. E.P.I.C. may approve or deny such an application in its sole discretion. For each Business Entity that is accepted as an E.P.I.C. Representative or becomes an E.P.I.C. Representative, the Business Entity shall be associated and under the name of only one E.P.I.C. Representative, and all additional persons with authority as it relates to the Business Entity’s account must be added as authorized users. An E.P.I.C. Representative may change his or her Representative status from an individual to a Business Entity, or from one type of entity to another, as long as the New Business Entity is in the same downline organization as the individual Representative and subject to the same conditions and requirements set forth in this Section. There is a fee, as set by E.P.I.C., for each change requested, which must be paid with the written request. The Business Entity Registration form must be properly completed and signed. E.P.I.C. reserves the right to request, as a condition to acceptance of a Business Entity Registration form, that all members and shareholders of the Business Entity, jointly and severally, be liable for and guaranty any indebtedness or other obligations of the entity to E.P.I.C. All such guarantees must be in a form acceptable to E.P.I.C.

### 3.7 Multiple Representative Entities

A Representative may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in more than one E.P.I.C. Representative Account. Each Representative however, may only maintain one personal representative position. E.P.I.C. does allow an individual to have interest in additional Business Entities so long as each of these positions are under a different Business Entity name and ID number. These additional entities will be required to comply with the requirements of Section 3.6. Any position in which an individual maintains an interest through a Business Entity as described above must be maintained under the same downline organization as the Representative’s individual Representative position unless the Representative complies with the provisions of Section 6.4 of these Policies. E.P.I.C. will allow up to a total of two E.P.I.C. Representatives (whether individuals or Business Entities) with different surnames to utilize the same home address. Should the surnames of the Representatives be the same, E.P.I.C. will allow up to a total of three E.P.I.C. Representatives (whether individuals or Business Entities) to utilize the same home address.

In order to maintain the integrity of the E.P.I.C. Marketing and Compensation Plan, married couples, civil union couples, or common-law couples (collectively “spouses”) may occupy separate E.P.I.C. Representatives positions, however they must either: (a) be sponsored by the same Sponsor; or (b) one spouse must personally sponsor the other spouse. In the event two Representatives in different lines of sponsorship become spouses after the time of their Representative enrollment(s), E.P.I.C., in its sole discretion, will determine a reasonable course of action in line with these Policies and Procedures, in order to avoid disrupting the integrity of existing sponsorship, and any established downline marketing organization.

### 3.8 Sponsoring

All active Representatives in good standing have the right to sponsor and enroll others into E.P.I.C. as Representatives or Customers (each a “Sponsor” and such action herein referred to as “Sponsoring”). Each prospective Customer or Representative has the right to choose his or her own Sponsor. If two Representatives claim to be the Sponsor of the same new Representative or Customer, the Company may, at its option, investigate and make its own determination as to which Representative will be recognized by the Company as the Sponsor. The Company’s determination of a Sponsor in these instances will be final and binding of the

parties, and the Company shall not be liable or responsible to any Representative or third party for any decisions made by the Company relating to Sponsor disputes.

### 3.9 Renewal of Your E.P.I.C. Business

The term of the Representative's Agreement shall be from the date on which it is accepted by E.P.I.C. to the same date of the following year. Thereafter, the annual term shall be from the acceptance date for each subsequent year. If you fail to annually renew your registration as a Representative (which registration must be renewed by paying the appropriate renewal fee, as set by E.P.I.C.), or if it is cancelled or terminated for any reason, you understand that you will permanently lose all rights as a Representative. You shall not be eligible to sell E.P.I.C. Products nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former Downline. In the event of cancellation, termination or non-renewal, you agree to waive all rights, including but not limited to compensation rights regarding your former Downline (as defined below) and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former Downline as set forth in the E.P.I.C. Marketing and Compensation Plan.

If the renewal fee is not paid within 120 days after the expiration of the current term of the Representative Agreement, the Representative's Agreement will be moved into an expired status and the Representative will no longer be considered a current E.P.I.C. Representative. If your account is placed into an expired status and you choose to renew at any time after the expiration date, you will be responsible for a reactivation fee, as well as the renewal fee, as set by E.P.I.C.

## SECTION 4

### RESPONSIBILITIES OF REPRESENTATIVES

#### 4.1 Change of Address, Email, or Telephone

To ensure timely delivery of Products and support materials, it is critically important that E.P.I.C.'s Representative contact information records are current. Street addresses are required for shipping because package delivery cannot be made to a post office box. Representatives planning to move should either: (a) send their new address, email, and telephone numbers to E.P.I.C.'s Corporate Offices to the attention of the Representative Services Department; or (b) update their account information online. To guarantee proper delivery, two weeks advance notice must be provided to E.P.I.C. on all address changes. Additionally, address changes may not be affected within a Representative's initial thirty (30) calendar days as a Representative.

#### 4.2 Continuing Development Obligations

##### 4.2.1 Ongoing Training

Any Representative who Sponsors another Representative into E.P.I.C. must provide bona fide assistance and training function to ensure that his or her Sponsored Representative ("Sponsor's Downline") is properly operating as an E.P.I.C. Representative. Representatives must have ongoing contact and communication with the Representatives in the Sponsor's Downline.

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 Representatives in a Sponsor's Downline to E.P.I.C. meetings, training sessions, and other functions. Sponsors are also responsible to motivate and train new Representatives in E.P.I.C. Product knowledge, effective sales techniques, the E.P.I.C. Marketing and Compensation Plan, and compliance with the Agreements.

Communication with and the training of Sponsor's Downline must not, however, violate any Section of Appendix II (regarding the development of Representative-produced sales aids and promotional materials).

Representatives must monitor their Downline to ensure that Downline Representatives do not make improper Product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Representative should be able to provide documented evidence to E.P.I.C. of his or her ongoing fulfillment of the responsibilities of a Sponsor. If a Representative violates any provision of the Agreements with the knowledge or assistance of his or her Sponsor that shall also be deemed a breach of the Agreements by the Sponsor.

#### 4.2.2 Increased Training Responsibilities

As Representatives gain experience within E.P.I.C. regarding sales techniques, Product knowledge, and understanding of the E.P.I.C. program, E.P.I.C. may request that they share this knowledge with less experienced Representatives within their Downline.

#### 4.2.3 Ongoing Sales Responsibilities

Representatives have an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers.

#### 4.3 Non-Disparagement

E.P.I.C. wants to provide its Representatives 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 our Representative Services Department. While E.P.I.C. welcomes constructive input, negative comments and remarks made in the field by Representatives about the Company, its Products, or compensation plan serve no purpose other than to damage E.P.I.C. and sour the enthusiasm of other E.P.I.C. Representatives. For this reason, and to set the proper example for their Downline, Representatives must not disparage E.P.I.C., other E.P.I.C. Representatives, E.P.I.C.'s Products, the Marketing and Compensation plan, or E.P.I.C.'s directors, officers, or employees. E.P.I.C. reserves the right to limit or disallow any activities that cast negative aspersions on the integrity, truthfulness, and/or reputation of E.P.I.C. Such disparagement constitutes a material breach of these Policies. This obligation contained in Section 4.3 shall survive termination of a Representative's Agreement (regardless of the reasons for such termination).

#### 4.4 Providing Documentation to Applicants

Representatives must provide access to the most current version of the Agreements, including and without limitation, the E.P.I.C. Marketing and Compensation Plan, to individuals whom they are Sponsoring to become Representatives, before the applicant signs a Representative Agreement. Additional copies of the Agreements can be obtained from E.P.I.C. directly.

#### 4.5 Reporting Policy Violations and Cooperation

Representatives observing a violation of the Agreement by another Representative should submit a written report of the violation directly to the attention of the E.P.I.C. Field Operations Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. An E.P.I.C. Representative is required to cooperate with any investigation by E.P.I.C. into issues of compliance and alleged violations by E.P.I.C. Representatives and E.P.I.C. Representative's organizational network, including promptly responding to inquiries by E.P.I.C. and providing requested documentation.

#### 4.6 Errors or Questions

If a Representative has questions about or believes errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Representative must notify E.P.I.C. in writing within 60 days of the date of the purported error or incident in question. E.P.I.C. will not be responsible for any errors or omissions not the result of acts by E.P.I.C. or those not reported to it within 60 days. E.P.I.C. shall not be responsible to correct any errors or omissions not reported to E.P.I.C. within 60 days and such errors or omissions shall be binding on the Representative if not so reported.

#### 4.7 Requests for Records

Any request from a Representative for copies of invoices, applications, Downline Activity Reports, or other records will require the payment of a document research and retrieval fee, which will be charged on a “per document” basis. This fee covers the expense of mailing and time required to research files and make copies of the records and shall be set by E.P.I.C. in its sole discretion.

### SECTION 5

#### RESTRICTIONS OF REPRESENTATIVES

##### 5.1 Non-Competition

During the term of the Agreement, Representatives who have attained the position of Senior Vice President or above with E.P.I.C. at any time, may not participate in any other direct selling or network marketing or multilevel marketing ventures (collectively “network marketing”) within any E.P.I.C. approved jurisdictions.

##### 5.2 Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement for any reason, any current or former Representative may not recruit any E.P.I.C. Representative or any Customer of Representative or any Customer in Representative’s Downline for another network marketing program (“Unauthorized Recruiting”). Prohibited Unauthorized Recruiting includes, but is not limited to any of the following:

- a) Any actual or attempted recruitment or enrollment of E.P.I.C. Customers or Representatives for other network marketing business ventures, either directly or through a third party.
- b) Presenting or assisting in the presentation of other network marketing business ventures to any E.P.I.C. Customer or Representative, or implicitly or explicitly encouraging any E.P.I.C. Customer or Representative to join other business ventures.
- c) Producing or offering any literature, tapes or promotional material of any nature for another network marketing business which is used by the Representative or any third party to recruit E.P.I.C. Customers or Representatives for that business venture.
- d) Offering E.P.I.C. Products, or promoting the E.P.I.C. Marketing and Compensation Plan, in conjunction with any non-E.P.I.C. products, services, business plan, opportunity, or incentive
- e) Promotion of another network marketing business venture on any social media website, within view of E.P.I.C. Customers or Representatives (i.e., Facebook, Twitter, TikTok, Blogger).

##### 5.3 Activities Relating to Other Network Marketing Programs

Representatives who have never at any time attained the status of Senior Vice President or above with E.P.I.C. may engage in selling activities related to non-E.P.I.C. products through a non-E.P.I.C. network marketing program if they desire to do so. However, if any such eligible Representative elects to participate in another



network marketing opportunity, in order to avoid conflicts of interest and loyalties, the Representative is prohibited from Unauthorized Recruiting, as set forth in Section 5.2. Since there is a likelihood that conflicts will arise if a Representative operates in two network marketing programs, it is the Representative's responsibility to first determine whether a prospect is an E.P.I.C. Customer or Representative before recruiting or enrolling the prospect for another network business venture in order to ensure full compliance with the prohibition on Unauthorized Recruiting.

#### 5.3.1. General Prohibition on Sale of Competing Products

Representatives are prohibited from:

- a) Selling, offering to sell, or promoting any non-E.P.I.C. products or services that compete with any E.P.I.C. Products. Any product or services in the same generic category as an E.P.I.C. Product, as determined by E.P.I.C. in its sole discretion, is deemed to be competing ("Competing Products"). For example, any communication, energy, wellness, or nutritional product or service is in the same generic category as E.P.I.C.'s Products and is therefore a competing service.
- b) Offering E.P.I.C. Products in conjunction with any non-E.P.I.C. products, services, business plan, opportunity, or incentive.
- c) Offering any non-E.P.I.C. products, services, business plan, opportunity, or incentive at any E.P.I.C. meeting, seminar, launch, convention, or other E.P.I.C. function, or immediately following such an event.

#### 5.3.2. Participation or Promotion of Network Marketing Programs that Sell Competing Products

Representatives who are eligible to participate in another network marketing program or opportunity are prohibited from:

- a) Participating in any network marketing program or opportunity that sells any Competing Products;
- b) Selling, offering to sell, or promoting any network marketing program or opportunity that offers or sells Competing Products to E.P.I.C. Representatives;
- c) Offering the E.P.I.C. Marketing and Compensation Plan in conjunction with any non-E.P.I.C. network marketing programs or opportunities.
- d) Any actual or attempted recruitment or enrollment of E.P.I.C. Customers or Representatives for other network marketing business ventures, either directly or through a third party.

#### 5.4 Cross-Sponsoring

Actual or attempted cross sponsoring constitutes a material breach of the Agreement and is strictly prohibited. Cross sponsoring is defined as one or both of the following:

- a) The enrollment of an individual or entity that already has a current Customer or Representative Agreement on file with E.P.I.C., or who has had such an agreement within the preceding twelve calendar months in a different line of Sponsorship: or
- a) The enrollment of an individual or entity that has a known existing relationship with a different Representative. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal identification numbers, or fictitious identification numbers to circumvent this policy is prohibited. It shall be a breach of these Policies if a Representative demeans, discredits, or otherwise defames other E.P.I.C. Representatives in an attempt to entice or coerce another Representative or Customer to become part of the Representative's marketing organization or customer base. This policy shall not prohibit the transfer of an E.P.I.C. business in accordance with Section 6.6. In

the event that E.P.I.C. is made aware of an instance of cross sponsoring, the Customer and/or Representative who was cross sponsored will be immediately moved to the Downline of his or her original Sponsor.

#### 5.5 Solicitation of Vendors and/or Partners

Solicitations relating to E.P.I.C. Products directed to E.P.I.C. vendors/partners, their employees, agents or affiliates with knowledge of their affiliation with the E.P.I.C. vendor/partner is strictly prohibited, and a violation will result in the immediate termination of the offending Representative's Agreement.

#### 5.6 Confidential Information and Nondisclosure Agreement

- a) A Representative acknowledges that, from time to time during the term of the Agreements, E.P.I.C. may disclose or make available to the Representative and anyone in the Representative's Downline, information about E.P.I.C.'s business affairs, Products, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information (including, without limitation, Downline Activity Reports, marketing strategies, Product development, personal Representative information, and compensation information), whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). As a condition to E.P.I.C.'s acceptance of a person or entity as a Representative, and by virtue of signing the Representative Agreement, a Representative agrees: (i) to keep all Confidential Information in the strictest of confidence and agrees not to disclose any Confidential Information to any person other than E.P.I.C. employees and other Representatives in the Representative's Downline who are also bound by the same confidentiality obligations; and (ii) to use Confidential Information solely and exclusively in connection with the Representative's conduct and activities as a Representative, in furtherance of sales of E.P.I.C. Products, and in building, maintaining and supporting the Representative's Downline.
- b) A Representative's obligations with respect to Confidential Information shall continue in perpetuity and shall survive any termination or expiration of: (i) a person or entity's term and/or status as a Representative; and (ii) any of the Agreements.
- c) Any violation or failure to comply with the confidentiality obligations contained in this Agreement is strictly prohibited and will result in the immediate termination of the offending Representative's Agreement. The Representative acknowledges that any and all such violations or failures shall result in irreparable harm to E.P.I.C. and shall entitle E.P.I.C. to seek equitable or other injunctive relief.
- d) Upon termination of a person or entity's status as a Representative, the former Representative shall discontinue the use of all Confidential Information and shall promptly destroy or return to E.P.I.C. any Confidential Information in the former Representative's possession.

#### 5.7 Position and Bonus Buying

Position and Bonus Buying constitutes a material breach of the Agreement and is strictly and absolutely prohibited (see Appendix II - Detailed Position and Bonus Rules). Position and Bonus buying includes:

- a) The enrollment of individuals or entities without the knowledge of and/or execution of an Independent Representative Application and Agreement by such individuals or entities;
- b) The fraudulent enrollment of an individual or entity as a Representative or Customer;
- c) The enrollment or attempted enrollment of non-existent individuals or entities as Representatives or Customers (phantoms);

- d) The use of a credit card by or on behalf of a Representative or Customer when the Representative or Customer is not the account holder of such credit card;
- e) The use of a credit card by or on behalf of a Representative or Customer without their express permission;
- f) The purchasing of Products for parties other than the credit card owner or responsible billing party;
- g) The purchasing of Products with the sole intent of qualifying for a monetary bonus or incentive award;
- h) The purchasing of recurring Products without intent to continue said purchases; or
- i) The submission of an unauthorized request for service of an individual or entity's telephone or energy service provider ("slamming").

## 5.8 Slamming

Slamming constitutes a material breach of the Agreement and is strictly and absolutely prohibited (see Appendix III – Energy Program Compliance). Slamming is defined as the switching or transfer of a third party's telecom or energy service to another telecom or energy carrier without authorization. If a Representative "slams" any third party, he or she shall be liable to, and shall indemnify, E.P.I.C. for any losses and fines E.P.I.C. incurs as a result of any complaint or claim by the third party (including fees imposed by any governmental agencies), any fee or charges associated with returning the third party to its energy, telecom carrier, reimbursement of the outstanding charges of the slammed third party, any attorney's fees incurred by E.P.I.C.

## 5.9 Holding Applications

Representatives must not manipulate enrollments of new applicants. For electronic application submissions, applications should be submitted by the applicants and not the Representatives, and Representatives must not encourage applicants to delay submissions of applications in any manner. Representative Applications submitted in paper or hardcopy format must be sent to E.P.I.C. within 72 hours from the time they are signed by an applicant.

## 5.10 Unauthorized Claims

### 5.10.1 Indemnification

A Representative is fully responsible for all of his or her verbal and written statements made regarding E.P.I.C. Products, and the Marketing and Compensation Plan which are not expressly contained in official E.P.I.C. materials. A Representative shall only make truthful and accurate statements about E.P.I.C. Products consistent with E.P.I.C. descriptions of such Products. Representatives agree to indemnify E.P.I.C. and E.P.I.C.'s directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney's fees, court costs, or lost business incurred by E.P.I.C. as a result of the Representative's unauthorized representations or actions. This provision shall survive the termination of the Representative Agreement.

### 5.10.2 Income Claims

In connection with Sponsoring activities and recruitment of prospective Representatives, Representatives shall not make any representations as to the income, profits, or revenues a prospective Representative could earn as a Representative with E.P.I.C. (income claims) except for those representations and examples contained in the "Income Disclosure Statement" provided by E.P.I.C. expressly for this purpose. Since E.P.I.C. Representatives do not have the data necessary to comply with the legal requirements for making income claims, a Representative, when presenting or discussing the E.P.I.C. opportunity or Marketing and Compensation Plan to

a prospective Representative, may not make any other claims, income or otherwise, including, without limitation, disclosing his or her E.P.I.C. income (including the showing of checks, copies of checks, bank statements, or tax records).

### 5.10.3 Product Claims

In connection with the sale of any E.P.I.C. Products, Representatives shall not make any claims about E.P.I.C. Products (“Product Claims”) other than those explicitly provided in written Product descriptions by E.P.I.C. directly to Representatives. Without in any way limiting the foregoing, Representatives are expressly prohibited from making any claims about the health or wellness benefits, health or wellness characteristics, dietary attributes, or any other health and wellness aspect or attributes of any E.P.I.C. Products (“Health Claims”) other than Health Claims expressly provided in writing by the product manufacturer, as supplied by E.P.I.C. in writing directly to Representatives. All Product Claims, including, without limitation, Health Claims not expressly permitted by this Section, are prohibited.

### 5.11 Actions of Individuals or Entities

#### 5.11.1 Representatives May Only be Customers of Themselves

Each Representative has the ability to consume and utilize the E.P.I.C. Products. If a Representative wishes to purchase and/or use any E.P.I.C. Product, he or she will be required to place the credit for such service under their Representative position directly. Under no circumstances will any Representative be allowed to give credit to another Representative for their purchase. In the event that an individual elects to become a Representative after he or she has purchased any E.P.I.C. Product from another E.P.I.C. Representative, credit for that Product will be given to the new Representative if the original order for the Product was less than thirty (30) days prior to the submission of the Independent Representative Application and Agreement, or if the new Representative requests credit for that Product (see Appendix II - Detailed Position and Bonus Rules).

#### 5.11.2 Each Customer Must Purchase Services from One Representative Only

Each Customer has the ability to consume and utilize the E.P.I.C. Products. If a Customer wishes to purchase and/or use any E.P.I.C. Product, the Customer will be required to place the credit for such Product purchase under a single “active” Representative’s account. Under no circumstances will any Customer be allowed to give credit to multiple active Representatives. Under this policy, members of any Household (as defined below), who are living at the same address, are required to give credit for all Products purchased within their Household to one Representative. In the event that a Customer wishes to purchase Products and has previously purchased a Product from a Representative who has not been active with E.P.I.C. for more than twelve (12) calendar months, the Customer is permitted to assign credit for their new purchases to a different Representative (see Appendix II - Detailed Position and Bonus Rules). Notwithstanding the foregoing, in cases where there are multiple Representatives at different addresses, the rules in Section 5.11.1 will govern (i.e., Representatives can only be customers of themselves).

#### 5.11.3 Acting on the Behalf of Another

In their attempt to assist other Representatives or Customers, some Representatives will contact service providers, other individuals, or the Company on the other’s behalf. Regardless of motivation, this conduct is prohibited. Should a Customer or Representative desire to allow another individual access to their account(s), they must contact the Representative Services Department and give the name and identification information for the individual to be enabled as an authorized user on the account. E.P.I.C. is not responsible for any actions

taken by an authorized user on an account. The Representative is the sole party responsible for any and all actions taken by an authorized user on the Representative's account (as referenced in Section 5.11.4).

#### 5.11.4 Actions of Household Members, Authorized Users, or Affiliated Entities

If any member of a Representative's Household (which includes spouses, parents, and children, step children, or foster children of a Representative) (a "Household") engages in any activity which, if performed by the Representative, would violate any provision of the Agreement, such activity will be deemed a violation by the Representative and E.P.I.C. may take disciplinary action pursuant this Agreement. Similarly, if an authorized user on any Representatives account, or any individual associated in any way with a corporation, partnership, trust or other entity (collectively "affiliated entities") violates the Agreement, such action(s) will be deemed a violation by the entity, and E.P.I.C. may take disciplinary action against any or all of the affiliated entities. If a Business Entity violates the Agreements, this will be deemed a breach by all persons with an interest in the Business Entity.

#### 5.12 Downline Activity Reports

Downline Activity Reports are available for Representative access and viewing at E.P.I.C.'s official website. Access to online Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to E.P.I.C. and are "Confidential Information" (as defined and described in these Policies). Downline Activity Reports are provided to Representatives in strictest confidence and are made available to Representatives for the sole purpose of assisting Representatives in working with their respective Downlines. Representatives should use their Downline Activity Reports only to assist, motivate, and train their Downline Representatives. The Representative and E.P.I.C. agree that, but for this agreement of confidentiality and nondisclosure, E.P.I.C. would not provide Downline Activity Reports to the Representative. A Representative shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- a) Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- b) Directly or indirectly disclose his or her password or other user access code to his or her Downline Activity Report;
- c) Use the information to compete with E.P.I.C. or for any purpose other than promoting his or her E.P.I.C. business;
- d) Recruit or solicit any Representative or Customer of E.P.I.C. listed on any report, or in any manner attempt to influence or induce any Representative or Preferred Customer of E.P.I.C., to alter their business relationship with E.P.I.C.; or
- e) Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report.

Upon demand by the Company, any current or former Representative will return the original and all copies of Downline Activity Reports to the Company.

#### 5.13 Online Reports

All information provided by E.P.I.C. in online Downline reports, including but not limited to personal and group sales volume (or any part thereof), Downline Sponsoring activity, and customer information is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic

check payments; returned Products; credit card and electronic check charge-backs; the accuracy of the information is not guaranteed by E.P.I.C. or any persons creating or transmitting the information.

ALL REPORT INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, E.P.I.C. EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, E.P.I.C. AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY REPRESENTATIVE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO ONLINE DOWNLINE REPORTS, REPORTING SERVICES, AND ALL OTHER RELATED REPORTS OR 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 E.P.I.C. 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, E.P.I.C. OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY 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 E.P.I.C.’s online Downline reporting services and the report information is at your own risk. All report information is provided “as is.” If a Representative is dissatisfied with the report information, the sole and exclusive remedy is to discontinue use of and access to E.P.I.C.’s online Downline reporting services and the report information.

#### 5.14 Marketing Outside of E.P.I.C. Approved Jurisdictions

Because of critical legal and tax considerations, including: compliance with foreign laws regarding the approval, registration or licensure of products or services; protection of intellectual property; compliance with customs, tax, and immigration laws; compliance with direct selling laws; product and income representations; and literature content and language requirements, a Representative may offer E.P.I.C. Products and recruit prospective Customers and Representatives only in those jurisdictions where E.P.I.C. has approved sales of those Products.

Accordingly, Representatives are authorized to sell E.P.I.C. Products and enroll Customers or Representatives only in the jurisdictions in which E.P.I.C. is authorized to conduct business, as described in Section 3.1, and as announced in official company literature. E.P.I.C. Product aids cannot be shipped into or sold in any jurisdiction not expressly approved by E.P.I.C.

Representatives may sell, give, transfer, or distribute E.P.I.C. Product aids only in the approved jurisdictions. In addition, no Representative may, in any unauthorized jurisdiction: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential Customers or Representatives; or (c) conduct any other activity for the purpose of selling E.P.I.C. Products, establishing a marketing organization, or promoting the E.P.I.C. opportunity.

#### 5.15 Restricted States

Due to current legislative restrictions, individuals in North Dakota and South Dakota (each a “Restricted State” and, collectively, the “Restricted States”) may not enroll or participate as E.P.I.C. Representatives. Products may be shipped into Restricted States provided that active solicitations within the Restricted States were not made to secure sales of Products shipped into Restricted States.

## SECTION 6

### CHANGES TO THE E.P.I.C. BUSINESS

#### 6.1 In General

Each Representative must immediately notify E.P.I.C. of all changes to the information contained on his or her Representative Application and Agreement. Representatives may modify their existing Representative Agreement (i.e., change SSN or FTID number, or change the form of ownership from an individual proprietorship to a Business Entity owned by the Representative) by submitting a written request, a properly executed Representative Application and Agreement, and appropriate supporting documentation as required in this Agreement. Changes shall be processed only once per year.

All changes must be submitted by November 30 to become effective on January 1 of the following year.

#### 6.2 Addition of Co-Applicants to Individual Representative Accounts

For Representatives who have attained the position of Senior Vice President or above, a co-applicant may be added to the existing E.P.I.C. Representative’s account. In order to effect this, the Company requires both a written request as well as a properly completed Representative Application and Agreement containing all required information for the applicant and co-applicant. To prevent the circumvention of Section 6.6 (regarding transfers and assignments of E.P.I.C. Representative positions), the original applicant must remain as a party to the original Representative Application and Agreement, and all bonuses and commissions will be paid to the payment method of the original applicant. The process set forth in this Section 6.2 cannot be used if the original Representative wants to terminate his or her relationship with the Company. In that instance, the Representative must transfer or assign his or her business in accordance with Section 6.6. Please note that the modifications permitted within the scope of this Section do not include a change of Sponsorship. Changes of Sponsorship are addressed in Section 6.3 below.

#### 6.3 Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Representatives, a Representative may only change his or her Sponsor by following the provisions set forth in Section 6.4. E.P.I.C. reserves the right to approve or disapprove any changes in Sponsoring person or entity for a Representative (referred to as “Sponsorship”). Any request for change in Sponsorship must be made in writing.

#### 6.4 Cancellation and Re-application

A Representative may legitimately change Sponsorship by:

- a) Voluntarily canceling his or her E.P.I.C. Representative position and remaining inactive (including but not limited to not engaging in the purchase of E.P.I.C. Products for resale, sale of E.P.I.C. Products, Sponsoring, Recruiting, attendance at any E.P.I.C. functions, participation in any other form of Representative activity, or operation of any other E.P.I.C. business) for twelve (12) full calendar months; or
- b) In the event that the position was not formally cancelled, the Representative must remain inactive (including but not limited to not engaging in the purchase of E.P.I.C. Products for resale, sale of E.P.I.C. Products,

Sponsoring, Recruiting, attendance at any E.P.I.C. functions, participation in any other form of Representative activity, or operation of any other E.P.I.C. business) for twelve (12) full calendar months after the E.P.I.C. Representative positions membership expiration. In each instance, following the twelve (12) month period of cancellation, or membership expiration; the former Representative may reapply under a new Sponsor with E.P.I.C.'s express written approval, which E.P.I.C. may withhold in its sole discretion.

## 6.5 Roll-up of Marketing Organization

When a vacancy occurs in a Downline due to the termination or expiration of an E.P.I.C. Representative, the residual income stream of the vacant position will be forfeited.

E.P.I.C. may however, in its sole discretion, approve or deny any proposed assignment of the position to a new or existing Representative.

## 6.6 Sale, Transfer, or Assignment of E.P.I.C. Representative Position

### 6.6.1 Sale, Transfer, or Assignment of E.P.I.C. Representative Position to a Non-Representative

Although a Representative's status as an E.P.I.C. Representative is personal to the Representative, the sale, transfer or assignment of a Representative's rights and obligations as a E.P.I.C. Representative to a person or entity that is not currently a E.P.I.C. Representative is allowed subject to certain limitations and the proposed transaction must be authorized by the Company. If a Representative wishes to sell, transfer, or assign his or her E.P.I.C. Representative rights and obligations, all of the following criteria must be met:

- a) The selling Representative 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 an E.P.I.C. Representative position.
- b) Before the sale, transfer or assignment will be approved by E.P.I.C., any debt obligations that the selling Representative has with E.P.I.C. must be satisfied.
- c) The integrity of Sponsorship must be maintained so that the seller's E.P.I.C. Representative position continues to operate in the existing line of Sponsorship.
- d) The selling Representative must receive the prior written authorization of E.P.I.C.
- e) The buyer must become a qualified E.P.I.C. Representative.
- f) Both the buyer and seller must adhere to the conditions set forth in Section 6.6.3

### 6.6.2 Sale, Transfer, or Assignment of E.P.I.C. Representative Position to an Existing or Previous E.P.I.C. Representative

Although a Representative's status as a E.P.I.C. Representative is personal to the Representative, the sale, transfer or assignment of a Representative's rights and obligations as a E.P.I.C. Representative to a person or entity that is currently a E.P.I.C. Representative is allowed, subject to certain limitations, and the proposed transaction must be authorized by the Company. If a Representative wishes to sell, transfer, or assign his or her E.P.I.C. Representative rights and obligations, all of the following criteria must be met:

- a) The selling Representative must be in good standing and not in violation of any of the terms of the Agreement to be eligible to sell, transfer or assign an E.P.I.C. Representative position.
- b) The buying Representative must be in good standing and not in violation of any of the terms of the Agreement to be eligible to purchase or take assignment of a E.P.I.C. Representative position.
- c) Before the sale, transfer or assignment will be approved by E.P.I.C., any debt obligations that the buying or selling Representative has with E.P.I.C. must be satisfied.
- d) The integrity of Sponsorship must be maintained so that the seller's E.P.I.C. Representative position continues to operate in the existing line of Sponsorship.



- e) If the buyer is or was an E.P.I.C. Representative at one time or another in a different line of Sponsorship, he or she must first follow the provisions set forth in Section 6.4, prior to assuming any interest in the rights and obligations of another E.P.I.C. Representative position.
- f) If the buyer is currently an E.P.I.C. Representative in the same line of Sponsorship as the seller, he or she may assume interest in the rights and obligations of the seller's E.P.I.C. Representative position by complying with the requirements of Section 3.7 and assigning the purchased position as a Business Entity.
- g) The selling Representative must receive the prior written authorization of E.P.I.C.
- h) Both the buyer and seller must adhere to the conditions set forth in Section 6.6.3

#### 6.6.3 Conditions Relating to Any Sale, Transfer, or Assignment of E.P.I.C. Representative Position

Prior to selling, transferring, or assigning the rights and obligations of the original Representative, the selling Representative must notify E.P.I.C. Representative Services Department of his or her intent to sell, transfer, or assign all of his or her rights and obligations as a E.P.I.C. Representative. E.P.I.C., in its sole discretion, may approve, deny, or require modifications to the proposed sale, transfer, or assignment, as a condition to E.P.I.C. acceptance of the sale, transfer, or assignment. Should the requirements of Section 6.6 be met, and the proposed sale, transfer, or assignment be authorized by E.P.I.C., the buying Representative must submit a Distributorship Sales Processing Fee as set by the Company, payable to E.P.I.C. In addition, with respect to any sale, transfer, or assignment, the prior performance of a E.P.I.C. Representative is personal to the particular E.P.I.C. Representative and, as such, if an assignment or transfer should be authorized, the status and benefits achieved by the selling, transferring, or assigning E.P.I.C. Representative are not automatically transferred with the sale, transfer, or assignment. The buyer, transferee, or assignee may be required to complete trainings, and achieve all qualifications for status and earning requirements after the purchase, transfer, or assignment is effected.

#### 6.7 Separation of an E.P.I.C. Business

E.P.I.C. Representatives sometimes operate their E.P.I.C. businesses as husband-wife partnerships, regular partnerships, corporations, or trusts (each a "Partnership"). At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to ensure that any separation or division of the Partnership is accomplished so as not to adversely affect the interests and income of Sponsor or the Downline. In such circumstances, if the separating parties fail, in the assessment of E.P.I.C. in its sole discretion, to act in the best interests of other Representatives and the Company, E.P.I.C. may, at its option, involuntarily terminate the Representative's Agreement.

During the pendency of a divorce or entity dissolution, the involved Partnership and all involved parties must adopt one of the following methods of operation:

- a) One of the parties may, with consent of the other(s), operate as the E.P.I.C. Representative position pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize E.P.I.C. to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- b) The parties may continue to operate as an E.P.I.C. Representative jointly on a "business-as-usual" basis, whereupon all compensation paid by E.P.I.C. will be paid in the joint names of the Representatives or in the name of the entity to be divided as the parties may independently agree between themselves.

Under no circumstances will the Downline of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will E.P.I.C. split commissions and/or bonuses between divorcing spouses or

members of dissolving entities. E.P.I.C. will recognize only one Downline and will issue only one commission payment per E.P.I.C. Representative per commission cycle. Commissions shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business, E.P.I.C. may cancel the Partnership's Agreement.

If a former spouse or a person who had an interest in a former Business Entity has completely relinquished all rights in the original E.P.I.C. Representative position, that person is thereafter free to enroll under any Sponsor of their choosing, so long as they meet the waiting period requirements set forth in Section 6.4. In such case, however, the former spouse or partner shall have no rights to any compensation regarding their former Customers or former Downline.

## 6.8 Succession

Upon the death or incapacitation of a Representative, his or her Representative position may be passed to one of his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure and substantiate the basis for transfer. Accordingly, a Representative should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Representative's rights and obligations as a E.P.I.C. Representative are transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Representative's Customer and Downline provided the following qualifications are met. The successor(s) must:

- a) Execute a new Representative Agreement;
- b) Comply with terms and provisions of the Agreement; and
- c) Meet all of the qualifications for the deceased Representative's status.

Bonus and commission payments of an E.P.I.C. Representative position transferred pursuant to this Section will be paid in a single payment jointly to the devisees. The devisees must provide E.P.I.C. with an "address of record" to which a new Pay Card will be sent. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal taxpayer Identification number. E.P.I.C. will issue all bonus and commission payments and one IRS Form 1099 to the business entity.

### 6.8.1 Transfer upon Death of a Representative

To effect a testamentary transfer of an E.P.I.C. business, the successor must provide the following to E.P.I.C.:

- a) An original death certificate;
- b) A notarized copy of the will or other instrument establishing the successor's right to the E.P.I.C. position; and
- c) A completed and executed Representative Agreement.

### 6.8.2 Transfer upon Incapacitation of a Representative

To affect a transfer of an E.P.I.C. business because of incapacity, the successor must provide the following to E.P.I.C.:

- a) A notarized copy of an appointment as trustee or guardian;
- b) b) A notarized copy of the trust document or other documentation establishing the trustee or guardian's right to administer the E.P.I.C. position; and
- c) A completed Representative Agreement executed by the trustee or guardian.

## SECTION 7

## LEGAL REQUIREMENTS

### 7.1 Income Taxes

Every year, E.P.I.C. will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who falls into one of the following categories:

- a) Had earnings of over \$600 in the previous calendar year; or
- b) Made purchases during the previous calendar year in excess of \$5,000.

Based on their residence, each Representative is responsible for paying local, state or provincial, and federal taxes on any income generated as a Representative. If a E.P.I.C. business is tax exempt, the Federal tax identification number must be provided to E.P.I.C.

### 7.2 Insurance

#### 7.2.1 Business Pursuits Coverage

You may wish to arrange insurance coverage for any activities that you conduct as an E.P.I.C. Representative. It is likely that neither your homeowner's insurance policy nor your automobile insurance policy covers business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your property is protected.

### 7.3 Governmental Approval or Endorsement

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

### 7.4 Minors

A person who is recognized as a minor in his/her state or province of residence may not be an E.P.I.C. Representative.

Representatives shall not enroll or recruit minors into the E.P.I.C. program.

### 7.5 Adherence to Laws and Ordinances

#### 7.5.1 Local Ordinances

Many cities, counties, and provinces have laws regulating certain home-based businesses. Representatives must obey those laws that apply to them. If a city or county official tells a Representative that an ordinance applies to him or her, the Representative shall be polite and cooperative, and immediately send a copy of the ordinance to the E.P.I.C. Field Operations Department. Although the Representative will retain the obligation to comply with these laws, the Field Operations Department of E.P.I.C. will work with the Representative to provide limited guidance and assistance based upon E.P.I.C.'s prior experiences and knowledge.

#### 7.5.2 Compliance with Federal, State, Provincial and Local Laws

Representatives shall comply with all federal, state, provincial and local laws, and regulations in the conduct of their businesses.

## SECTION 8

## SALES REQUIREMENTS

### 8.1 Service Sales

The E.P.I.C. Marketing and Compensation Plan is based upon the sale of E.P.I.C. Products to end Customers. Representatives must fulfill personal and Downline retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement. The following sales requirements must be satisfied for Representatives to be eligible for commissions:

- a) Representatives must qualify their position as a Representative by meeting the current qualification rules.
- b) Representatives must satisfy and maintain the Customer qualification and earned position level requirements to fulfill the requirements associated with their rank as specified in the E.P.I.C. Marketing and Compensation Plan.
- c) Representatives must complete the applicable training curriculum as set forth by E.P.I.C.

### 8.2 No Territory Restrictions

There are no exclusive territories granted to any individual Representative within any E.P.I.C. Approved Jurisdictions.

## SECTION 9

### BONUSES AND COMMISSIONS

#### 9.1 Bonus and Commission Qualifications

A Representative must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Representative complies with the terms of the Agreement, E.P.I.C. shall pay commissions to such Representative in accordance with the Marketing and Compensation Plan. Any and all bonuses, qualifications, or promotions are subject to final review by E.P.I.C.

E.P.I.C. reserves the right to hold commissions, and/or impose disciplinary sanctions set forth in Section 13.1 based on any actions or violations perpetrated by an individual or entity while a Representative of the Company.

#### 9.2 Adjustment to Bonuses and Commissions

Representatives receive bonuses and commissions based on the actual sales of Products to end Customers. If a service is canceled and the purchaser is entitled to a refund, the bonuses and commissions attributable to the canceled service(s) will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered from the Representatives who received bonuses and commissions on the sales of the canceled Product(s). If a Representative is also a Customer, any balance due for the Product may be withheld from any bonuses and commissions due.

##### 9.2.1 Other Deductions

E.P.I.C. will deduct from all bonus and commission payments a data processing fee as set by E.P.I.C. at its sole discretion.

#### 9.3 Unclaimed Commissions and Credits

Representatives must deposit or cash commission and bonus checks or withdraw funds within six months from their date of issuance. A check that remains un-cashed after six months will be void. There is a charge as set by

E.P.I.C. in its sole discretion for reissuing or putting a stop-payment on any check. There is a charge as set by E.P.I.C. in its sole discretion for any funds that go unclaimed for six months or more. This charge shall be deducted from the balance owed to the Representative.

## SECTION 10

### RETURNS AND INVENTORY REPURCHASE

#### 10.1 Returns by Retail Customers

Product returns are subject to the returns policies for the applicable Products. Accordingly, a Product may be returned only if the return complies with the return policy in effect for the particular Product for which a return is being sought.

#### 10.2 Returned Inventory and Sales Aids by Representatives

A Representative may only return Products and sales aids purchased by him or her that are in resalable condition and are returned within 15 days of the order date. Upon receipt of the Products and sales aids by E.P.I.C., the Representative will be reimbursed 90% of the net cost of the original purchase price(s), less shipping charges, and direct sales compensation paid on the items. If the purchases were made through a credit card, the refund will be credited back to the same account.

## SECTION 11

### PAYMENT AND SHIPPING

#### 11.1 Insufficient Funds

It is the responsibility of each Representative to ensure that there are sufficient funds or credit available in his or her account to cover any payments to the Company. E.P.I.C. will not contact Representatives in regard to service or orders canceled due to insufficient funds or credit. Should a Representative or Customer submit check payment with knowledge of insufficient funds or using a non-active or closed account, the Representative or Customer agreement may be cancelled immediately in E.P.I.C.'s sole discretion.

#### 11.2 Returned Checks

All checks returned by a Representative's bank for insufficient funds will be re-submitted for payment. A fee may be set by E.P.I.C. in its sole discretion for a returned check and will be charged to the account of the Representative. After receiving a returned check from a customer or a Representative, all future orders must be paid by money order or cashier/certified check. Any outstanding balance owed to E.P.I.C. by a Representative for NSF checks and returned check fees will be withheld from subsequent bonuses and commissions.

#### 11.3 Restrictions on Third Party Use of Credit Cards and Checking Account Access

Representatives shall not permit other Representatives 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.

#### 11.4 Sales/VAT Taxes

E.P.I.C. is required to charge sales or VAT taxes on all tangible Product purchases made by Representatives, and remit the taxes charged to the respective states or provinces. Accordingly, E.P.I.C. will collect and remit the appropriate taxes on behalf of Representatives, based on the suggested retail price of any tangible Products, according to applicable tax rules in applicable states or provinces.

## SECTION 12

### INACTIVITY AND CANCELLATION

#### 12.1 Effect of Cancellation

So long as a Representative remains active and complies with the terms of the Agreements, E.P.I.C. shall pay commissions to such Representative in accordance with the Marketing and Compensation Plan. A Representative's bonuses and commissions constitute the entire consideration for the Representative's efforts in generating sales and all activities related to generating sales (including, without limitation, the Representative's efforts in building a Downline). Following a Representative's non-renewal of his or her Representative Agreement or voluntary or involuntary cancellation of his or her Agreement (all of these methods are collectively referred to as "cancellation"), the former Representative shall have no right, title, claim or interest to the marketing organization (Downline and Sponsor) in which he or she operated, or any commission or bonus from the sales generated. A Representative whose status as a Representative is canceled will permanently lose all rights as a Representative. This includes the right to sell E.P.I.C. Products and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Representative's former Downline. In the event of cancellation, Representatives agree to waive all rights they may have, including but not limited to property rights, to their former Downline and to any bonuses, commissions, or other remuneration derived from the sales and other activities from his or her former Downline.

A former Representative shall not hold himself or herself out as an E.P.I.C. Representative and shall not have the right to sell E.P.I.C. Products. A Representative whose Agreement is canceled or has expired 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 cancellation). As set forth in Section 3.9, Representatives who fail to renew their Agreement by the anniversary date may renew their Agreements within 120 days of that date. Such renewing Representatives shall retain their positions and their respective Downline.

#### 12.2 Involuntary Cancellation

A Representative's violation of any of the terms of the Agreement, including any amendments that may be made by E.P.I.C. in its sole discretion, may result in any of the sanctions listed in Section 13.1, including the involuntary cancellation of his or her Agreement. Cancellation shall be effective on the date on which written notice is mailed to the Representative's last known address, or when the Representative receives actual notice of cancellation, whichever occurs first.

#### 12.3 Voluntary Cancellation

A Representative has a right to cancel his or her position as a Representative at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address. The written notice must include the Representative's signature, printed name, address, and Representative I.D. Number, and must state that the Representative is voluntarily cancelling his or her position with E.P.I.C. If a Representative is also a Customer, the Representative's Customer Agreement shall continue in force unless the Representative also specifically requests that his or her Customer Agreement also be canceled.

## SECTION 13

### DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

#### 13.1 Disciplinary Sanctions

Violation of the Agreement, including, without limitation, these Policies, any addition to these Policies, any other E.P.I.C. written policy, or any illegal, unethical, fraudulent, deceptive or unethical personal or business conduct by a Representative may result, at E.P.I.C.'s discretion, in one or more of the following corrective measures:

- a) Issuance of a written warning or admonition;
- b) A requirement that the Representative take immediate corrective measures;
- c) Imposition of a fine which may be withheld from bonuses and commissions;
- d) Loss of rights to one or more bonuses, commissions, and/or earned position promotions;
- e) Withholding from a Representative all or part of the Representative's bonuses and commissions during the period that E.P.I.C. is investigating any conduct allegedly in violation of the Agreement. If a Representative's status as a Representative is canceled for disciplinary reasons, the Representative will not be entitled to recover any commissions withheld during the investigation period;
- f) Permanently withholding any bonuses and commissions due to conduct in violation of the Agreement without the termination of the Representative;
- g) Suspension of the Representative's Agreement (and corresponding status as a Representative) for one or more pay periods;
- h) Involuntary termination of the Representative's Agreement (and status as a Representative); Under no circumstances will an E.P.I.C. Representative who is terminated for unethical or illegal activity be entitled to any refund of their original application fee, nor are they entitled to sell or transfer their position (unless otherwise approved by E.P.I.C.).
- i) Any other measure expressly allowed within any provision of the Agreement or which E.P.I.C. deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Representative's policy violation or contractual breach or failure;
- j) In situations deemed appropriate by E.P.I.C., the Company may institute legal proceedings for monetary and/or equitable relief.

E.P.I.C. reserves the right to impose these disciplinary sanctions based on both actions perpetrated by an individual or Business Entity while an independent Representative of the Company and on actions prior to entering any agreements with E.P.I.C.

### 13.2 Grievances and Complaints

When a Representative has a grievance or complaint with another Representative regarding any practice or conduct in relationship to their respective E.P.I.C. Representative positions, the complaining Representative 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 Sponsor. If the matter cannot be resolved, it must be reported in writing to the Representative Services Department at the Company. The Representative Services Department will review the facts and attempt to resolve the issue. Any complaint provided to E.P.I.C. under this Section shall not be entitled to any confidentiality. E.P.I.C. may disclose that complaint and the identity of the complaining party in its discretion in connection with E.P.I.C.'s review and evaluation of the complaint, including, without limitation, provision of the complaint and the identity of the complainant to the accused party.

### 13.3 Arbitration

- a) Any dispute, controversy or claim by a Representative arising out of or relating to the parties relationship as independent contractors, this Agreement or the breach thereof, including but not limited to, any torts, misrepresentations, federal and state or provincial statutory claims and other non-contractual claims shall be settled by binding arbitration. The Representative agrees that any dispute

controversy or claim brought against individual E.P.I.C. employees, agents, directors, officers, or affiliates fall within this Section 13.3 and must be arbitrated. For purposes of Section 13.3, the use of the term "E.P.I.C." shall include such employees, agents, directors, officers, or affiliates. E.P.I.C. may bring any dispute, controversy or claim against a Representative arising out of or relating to the parties' relationship as independent contractors, the Agreement or the breach thereof, including but not limited to, any torts, misrepresentations, federal and state or provincial statutory claims and other non-contractual claims in arbitration or in court in its discretion.

- b) The arbitration shall be administered by a single neutral arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and under the Expedited Procedures or Complex Case Procedures of such rules, if they apply (collectively the "Rules"). The arbitrator shall be an attorney at law, who shall have expertise in business law litigation, with a strong preference for an attorney knowledgeable in the direct selling industry. 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. The arbitrator may make interim decisions and may grant equitable and declaratory relief.
- c) No arbitration may be commenced, however, until the complaining party has given the other party fifteen (15) days written notice, describing the dispute to be arbitrated. During the foregoing fifteen (15) day period, the parties shall attempt to resolve the dispute amicably by negotiation.
- d) Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees, except that, in accordance with the AAA Rules, the parties shall split the cost associated with the arbitrator. In the event the failure of either party to pay costs or fees results in a suspension of the arbitration by the AAA or arbitrator, any party that has continued to pay such costs or fees may bring the dispute, controversy or claim anew in a court of law, and is entitled to recover all costs and fees that party had previously paid in connection with the suspended arbitration, including, without limitation, attorney's fees incurred in seeking recovery of the same. Once an action has been brought in court as a result of such a suspension, the party whose failure to pay caused the suspension may not invoke the arbitration agreement in the subsequent court action.
- e) For US E.P.I.C. Representatives, all arbitration proceedings shall be held in Monroe County, New York. The arbitration shall be conducted in private and, to the extent permitted by applicable law, the evidence presented and results of the arbitration shall be confidential. Nothing herein shall preclude or limit the right of either party to make or report to an appropriate government agency or commission.
- f) If a Representative files a claim or counterclaim against E.P.I.C., he or she may only do so on an individual basis and not with any other Representative or as part of a class or consolidated action.
- g) No punitive or exemplary damages shall be awarded in any arbitration, or any other proceeding, against either E.P.I.C. or a Representative, and such damages are expressly waived by the parties.
- h) Notwithstanding the arbitration clause in this Section, any party may bring an action for temporary, preliminary or permanent injunctive relief in any court having jurisdiction to enforce trademark or proprietary rights, covenants not to compete, to preserve the health and safety of the public, to restrict the disclosure of confidential information, or to avoid irreparable harm to the parties or their affiliates. Further, E.P.I.C. may in its discretion bring any dispute, controversy or claim against a Representative arising out of or relating to the parties' relationship as independent contractors, this Agreement or the breach thereof, including but not limited to, any torts, misrepresentations, federal and state statutory claims and other non-contractual claims in arbitration or in court in its discretion.
- i) Any disputes concerning the enforceability or scope of this arbitration provision or any part of it shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. § et seq. ("FAA"), and the parties agree that



the FAA preempts any state law restrictions (including the site of the arbitration) on the enforcement of the arbitration clause in these Policies.

- j) This agreement to arbitrate shall survive any termination or expiration of the Agreement.

#### 13.4 Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter or claim for US Representatives not brought in arbitration shall reside in Monroe County, State of New York unless the laws of the state or province in which a Representative resides expressly require the application of its laws, in which case that state's law shall govern all issues related to jurisdiction and venue. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of New York shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Representative resides expressly require the application of its laws.

##### 13.4.1 Louisiana Residents

Notwithstanding the foregoing, and the arbitration provision in Section 13.3, residents of the State of Louisiana shall be entitled to bring an action against E.P.I.C. in Louisiana and pursuant to Louisiana law.

## SECTION 14

### LINX2FUNDS PARTICIPANTS

#### 14.1 General LINX2Funds Program Overview

LINX2Funds is a charitable fundraising and revenue generation program that offers non-profit entities and charitable oriented institutions and individuals the potential to raise funds for their approved charitable purposes through sales of E.P.I.C. Products (the "LINX2Funds Program"). Specific information about this program can be found at [linx2funds.com](http://linx2funds.com). You should refer to the Marketing and Compensation Plan for the schedule and description of the commissions applicable to LINX2Funds Participants.

#### 14.2 General Terms and Conditions are Applicable to Participants

As a participant (each a "Participant" and, collectively, "Participants") in the LINX2Funds Program:

- a) all terms and conditions applicable to E.P.I.C. Representatives apply to your participation in the LINX2Funds Program;
- b) certain additional terms and conditions apply to your participation in the LINX2Funds Program due to the special features of the LINX2Funds Program; and
- c) it is your responsibility to review and understand these additional terms and conditions.

#### 14.3 Special Terms Applicable to Non-Profit Participants

An entity may apply for initial or continued consideration as a Participant on the basis of the entity's status as a non-profit entity (each a "Non-Profit Participant" and, collectively, "Non-Profit Participants"). In order to be considered a Non-Profit Participant, an entity must be qualified as an organization exempt from taxation under I.R.C. § 501(a) by virtue of being described in I.R.C. § 501(c)(3) (a "501(c)(3) Organization") and the entity's status as a 501(c)(3) Organization must not have been suspended or revoked. As a Non-Profit Participant, you have a continuing obligation to notify E.P.I.C. of any change in your continued qualification as a 501(c)(3) Organization. In addition, 100% of the proceeds received by Non-Profit Participants through the LINX2Funds Program must be utilized in accord with the requirements for a 501(c)(3) Organization, including for the charitable purpose or purposes for which the Non-Profit Participant is organized.

#### 14.4 Special Terms Applicable to For Profit Participants

A person or entity may apply for initial or continued consideration as a Participant even though the person or entity intends to keep a portion of the profits generated for non-charitable purposes (a “For Profit Participant”). As an condition to E.P.I.C.’s acceptance of a person or entity as a For Profit Participant, a For Profit Participant must agree to remit to a 501(c)(3) charitable organization or utilize for a E.P.I.C. approved charitable purpose (an “Approved Purpose”) at least 15% of commissions earned as a Participant in the LINX2Funds Program. Funds for any Approved Purpose must be paid not less than quarterly to the recipient of those funds. As a For Profit Participant you have a continuing obligation to notify E.P.I.C. immediately if you fail to satisfy the requirements in this paragraph for any reason. Each For Profit Participant must also submit an annual certificate no later than 30 days after the end of each calendar year from an authorized officer of the For Profit Participant acknowledging the For Profit Participant’s compliance with the terms and conditions of the LINX2Funds

Program that certifies as follows:

- a) the officer has examined and is familiar with the For Profit Participant’s books, records, and business operations as it relates to the For Profit Participant’s compliance with the terms and conditions of the LINX2Funds Program;
- b) the officer has reviewed and is familiar with the terms and conditions applicable to LINX2Funds Participants; and
- c) the For Profit Participant is in compliance with all program terms and conditions, including, without limitation, the requirement that the For Profit Participant must contribute at least 15% of its commissions earned in the LINX2Funds Program to a 501(c)(3) charitable organization or utilize them for an Approved Purpose.

#### 14.5 Irreparable Harm to E.P.I.C.; Liquidated Damages

By registering as a Participant and by continuing to operate as a Participant, you understand and acknowledge that:

- a) E.P.I.C. will be irreparably harmed if you violate any of the terms and conditions applicable to Participants in the LINX2Funds Program;
- b) if you fail to comply with the terms and conditions applicable to the LINX2Funds Program you shall: (i) repay E.P.I.C. for all funds that were either improperly retained by you or used by you for a purpose other than as permitted under the LINX2Funds Program or paid to a party other than the charitable or non-profit entity to whom the funds should have been paid; (ii) pay E.P.I.C. liquidated damages of to compensate E.P.I.C. for the harm suffered to the reputation and integrity of the LINX2Funds Program in an amount equal to any compensation paid to Participant under the compensation plan for the LINX2Funds Program that exceeded the compensation that you would have earned under the standard E.P.I.C. compensation plan applicable to Representatives who do not participate in the LINX2Funds Program, acknowledging that actual damages for the harm suffered would be difficult to estimate or determine; (iii) pay E.P.I.C. any attorney’s fees, audit fees or expenses incurred by E.P.I.C. related to any violation by Participant and as provided in the Policies; and (iv) be subject to immediate termination as a Participant in the LINX2Funds Program; and c) E.P.I.C. reserves the right to revoke or terminate your continued participation in the LINX2Funds Program and status as a Participant or as a E.P.I.C. Representative immediately, without notice, if E.P.I.C. determines that there is a reasonable basis to believe that you have violated any of the terms and conditions applicable to the LINX2Funds Program.

#### 14.6 Audit Rights

As a condition to E.P.I.C.'s acceptance of you as a Participant and as a condition to your continued participation in the LINX2Funds Program (and your receipt of the benefits under the LINX2Funds Program), you hereby grant to E.P.I.C. the right to audit the books and records of you individually and your organization to confirm your compliance with the terms and conditions applicable to the LINX2Funds Program. Any failure or refusal by a Participant to submit to, or completely respond to, E.P.I.C. requests for audit information shall be considered a default by the Participant of the Participant's obligations as a Participant. If any audit conducted by E.P.I.C. reveals any material failures by the Participant to account for, pay, or remit amounts, as required of a Participant in the LINX2Funds Program, the Participant shall reimburse E.P.I.C. for all costs and expenses incurred by E.P.I.C. in connection with the audit.

#### 14.7 Setoff Rights

By registering as a Participant and by continuing to operate as a Participant, Participant agrees that E.P.I.C. shall have the right to set off against any amounts payable to Participant any amounts Participant owes to E.P.I.C.

#### 14.8 Conflicts

To the extent of any conflict or inconsistency between these Additional Terms and Conditions Applicable to LINX2Funds and any other terms and conditions contained in the Policies, the terms and conditions of the these Additional Terms and Conditions Applicable to LINX2Funds shall apply.

### SECTION 1

#### ADVERTISING

Any and all "personalized marketing efforts" (marketing efforts, materials, or items not produced by E.P.I.C. Corporate) must be submitted to E.P.I.C. for approval prior to use.

##### 1.1 In General

All Representatives shall safeguard and promote the good reputation of E.P.I.C. and its Products. The marketing and promotion of E.P.I.C., the E.P.I.C. opportunity, the Marketing and Compensation Plan, and E.P.I.C. Products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices. To promote both the Products and the opportunity E.P.I.C. offers, Representatives must use the sales aids and support materials produced or approved by E.P.I.C. In some cases, a certification training is also required to market certain E.P.I.C. Products. The rationale behind this requirement is simple. E.P.I.C. has carefully designed its Products, product labels, Marketing and Compensation Plan, and promotional materials to ensure that each aspect of E.P.I.C. is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws. If E.P.I.C. Representatives were allowed to develop their own sales aids and promotional materials (including, without limitation, Internet advertising) without Company review and approval, notwithstanding their integrity and good intentions, they could unintentionally violate one or more statutes or regulations relating to sales of E.P.I.C. Products. Such violations, would jeopardize the E.P.I.C. opportunity for all Representatives. Accordingly, Representatives must submit all written sales aids, promotional materials, advertisements, and other literature (including, without limitation, proposed Internet advertising) to the Company for approval. Unless the Representative receives specific written approval to use the requested materials, the request shall be deemed denied. All approval for Representative marketing and advertising remains at the sole discretion of E.P.I.C.

##### 1.2 Trademarks and Copyrights

E.P.I.C.'s brand and reputation is one of its most valuable assets and, therefore, must be protected at all times. E.P.I.C. will not allow the use of its trade names, trademarks, designs, symbols, other identifying information, or any derivative thereof, by any person, including, without limitation, a E.P.I.C. Representative, without its prior written permission. This provision is also extended to all vendor/partner names, trademarks, designs and symbols. The Company does not reimburse or otherwise compensate for reclamation of infringing domain names as detailed in Section 1.7.

### 1.3 Vendor/Partner Name, Trademark Use

E.P.I.C. maintains relationships with several different service providers (e.g., cellular, satellite, internet, energy, wellness, etc.). Because of contractual considerations between E.P.I.C. and its service providers, Representatives may not advertise, publicize, or otherwise use the names, trademarks, service marks, or other identifying information regarding the Company's service providers. This includes but is not limited to any and all printed materials, online posts, paid search ads, sponsored links, meta-tags, tag linking (i.e., using the "@" sign to tag to a carrier's Social Media profile page), etc.

### 1.4 Business Cards

E.P.I.C. Representatives are able to order business cards through their E.P.I.C. Virtual Office. Only business cards ordered through E.P.I.C. are authorized to include the logo, and other proprietary information belonging to E.P.I.C. If Representatives wish to create their own business cards, they are not permitted to use any logos, names, trademarks and other proprietary information pertaining to E.P.I.C. They may however, refer to themselves as an "E.P.I.C. Independent Marketing Representative."

### 1.5 Development and Use of Independent Marketing Materials

Marketing materials are defined as any printed, broadcast, or online communications including, but not limited to, advertisements, brochures, videotapes, audiotapes, flyers, banners, flags, websites, telephone recordings, emails, presentation materials, apparel, building signage, etc. E.P.I.C. strictly prohibits Representative-created marketing materials that:

- a) Do not adhere to E.P.I.C.'s policy on use of logos, names, trademarks, and proprietary information;
- b) Make any specific references to E.P.I.C.'s Products, plans, rates or any component of the E.P.I.C. Compensation Plan;
- c) Make any claims or guarantees related to savings, rates or pricing, either expressed or implied;
- d) Make any earnings claims or provide any hypothetical earnings calculations, either expressed or implied; or
- e) Represent E.P.I.C. as an employment opportunity, either expressed or implied unless approved in writing by E.P.I.C.

#### 1.5.1 Prohibited Marketing Techniques

Due to the nature of the E.P.I.C. business as well as restrictions of regulatory bodies, vendors and partners; some marketing techniques and/or methods are strictly prohibited. Breach of this policy can result in negative consequences potentially impacting all E.P.I.C. Representatives and will result in the imposition of disciplinary sanctions set forth in Section 13.1 of any offending Representative. E.P.I.C. strictly prohibits:

- a) Marketing E.P.I.C. Proprietary Products or E.P.I.C. Vendor/Partner Products on the Craigslist.com website;
- b) Marketing Vendor/Partner Products on any online consumer or classified type website (including but not limited to eBay, Amazon, etc.);

- c) Marketing E.P.I.C. Proprietary Products on any approved online consumer or classified type website (including but not limited to eBay, Amazon, etc.) at prices lower than retail;
- d) Tag linking to any Vendors/Partners Social Media profiles (i.e., using the “@” sign to tag to a carrier’s Social Media profile page);
- e) “Door knocking,” door-to-door sales, “cold calling” (except for Products specifically designated by E.P.I.C. as “cold call eligible” Products), or direct mail campaigns; and
- f) Pay-per-click, lead generation, and any other unauthorized internet marketing campaigns for any E.P.I.C. Products, unless expressly authorized by E.P.I.C. in writing.

#### 1.6 Sale of Marketing Materials

Except for Advisory Council members and Platinum Senior Vice Presidents (“Members”), under no circumstances should a Representative offer for sale or sell any non-E.P.I.C. produced materials, even if the materials were approved by E.P.I.C. These approved materials should only be offered and used on a no cost basis. Member must have previously gained approval from E.P.I.C. to sell such marketing materials at retail cost for profit. Under no circumstances should such materials be sold at any event where the Member is not present. If E.P.I.C. produced materials or supplies are sold or resold, they should never be sold at a higher price than available online to E.P.I.C. Representatives. Representatives may not produce for sale or distribution any recorded Company events and speeches without written permission from E.P.I.C. nor may Representatives reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

#### 1.7 Domain Names and E-Mail Addresses

Representatives may not use or attempt to register any of E.P.I.C.’s trade names, trademarks, service names, service marks, product names, the Company’s name, or any derivative thereof, for any Internet domain name. Nor may Representatives incorporate or attempt to incorporate any of E.P.I.C.’s trade names, trademarks, service names, service marks, product names, the Company’s name, or any derivative thereof, into any electronic mail address. The Company does not reimburse or otherwise compensate for reclamation of infringing domain names.

#### 1.8 Personal Websites

If a Representative desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company’s official website, using official E.P.I.C. templates (E.P.I.C. Personal Website). Alternatively, Representatives may develop their own personally created website, however, any Representative who does so:

- a) Must use the text of the Company’s official website;
- b) May not supplement the content of his or her website with text from any source other than the Company;
- c) May not market or promote any E.P.I.C. Product intended solely for promotion to their “warm market” (as defined below)
- d) Must use E.P.I.C. approved Representative logos found in the representative E.P.I.C. Virtual Office;
- e) May not use or make available any E.P.I.C. video material, online presentations, or the E.P.I.C. compensation plan on any websites other than those created or authorized by E.P.I.C., Representatives may however link to E.P.I.C.’s Company websites or their E.P.I.C. Personal Website to view these videos and presentations;
- f) Must put the words "E.P.I.C. Independent Marketing Representative" on the home page, along with the representative's name; and

- g) Must follow all guidelines and policies set forth in these Marketing Guidelines. Representatives who develop or publish their own websites must register their site(s) with the Company and receive written approval from the Company prior to the site(s) public availability. The failure to register constitutes a material breach of these Policies.

#### 1.9 Outside Incentives, Promotions

E.P.I.C., including its wholly owned subsidiaries, strictly prohibits E.P.I.C. Independent Representatives from offering cash or monetary incentives, promotions, prizes or bonuses to members of their Downline or to Sponsors or to Customers for influencing Customer acquisition or for purposes of recruiting new Representatives except as expressly permitted by E.P.I.C. in writing. E.P.I.C. encourages its Representatives to promote customer acquisition and recruiting by adhering to E.P.I.C.'s Policies. At any time, the Company may revoke any prior approval and thereby cease a Representative's ability to offer any type of incentive, promotion, prize or bonus and/or take action for violations of these Policies in its sole discretion.

#### 1.10 Media and Media Inquiries

Representatives must not attempt to respond to media inquiries regarding E.P.I.C., its Products, their status as Representatives, or their activities as Representatives. All inquiries by any type of media must be immediately referred to E.P.I.C.'s Public Relations Department. This policy is designed to ensure that accurate and consistent information is provided to the public as well as a proper public image.

#### 1.11 Speaker and Celebrity Likeness

Representatives are strictly prohibited from recording, filming, taping or otherwise capturing or broadcasting in any form whatsoever, any speaker or celebrity presentations or appearances at any E.P.I.C. event, without E.P.I.C.'s prior written approval. E.P.I.C. Representatives are prohibited from using, broadcasting, displaying, reproducing, distributing, and reprinting in any form and through any media, the image or likeness in a photograph, videotape, film digital medium, illustration or artwork, the name, the voice, or the biographical information of any E.P.I.C. speaker, spokesperson, or celebrity endorser in any manner that may be construed as an endorsement or advertisement unless specifically approved in writing by E.P.I.C. Any recordings permitted at E.P.I.C. events or meetings, or of any speech or presentation made by E.P.I.C. or E.P.I.C.'s Related Companies' employees or representatives, is only permitted for private use and may not be posted, distributed, copied, or broadcast in any format or media or shown to E.P.I.C. customers or other current or prospective E.P.I.C. Representatives.

#### 1.12 Commercial Outlets

E.P.I.C. strongly encourages the retailing and selling of its products and services through person to person contact. However, Representatives may sell E.P.I.C. Products in an approved retail or service establishment so long as they comply with the guidelines set forth in this Agreement. In an effort to reinforce this method of marketing and to help provide a standard of fairness for its Representative base, Representatives may not display or sell E.P.I.C. products, services, or literature in any retail or service establishment without the prior written authorization of E.P.I.C.

#### 1.13 Trade Shows, Job Fairs, Kiosks, Expositions and Other Sales Forums

Representatives may not display and/or sell E.P.I.C. Products at trade shows and professional expositions, without written approval from the Company. Before submitting a deposit to the event promoter, Representatives must contact the Field Operations Department in writing for conditional approval. Representatives are advised that E.P.I.C.'s policy is to authorize no more than one E.P.I.C. Representative per event. Final approval, if any,

will be granted to the first Representative who submits an official advertisement of the event, a copy of the contract signed by both the Representative 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 Field Operations Department. E.P.I.C. further reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its Products or the opportunity to become an E.P.I.C. Representative. Approval will not be given for job fairs mall kiosks, swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image E.P.I.C. wishes to portray.

#### 1.14 Spamming

Except as expressly provided in this Section (i.e., relating specifically to "commercial e-mail solicitations"), Representatives may not use or transmit a fax solicitation or communication, mass e-mail distribution, a commercial e-mail solicitation, or "spamming" including, without limitation, sales and solicitations of E.P.I.C. Products via any of the foregoing methods. The term "fax solicitation" means the transmission via telephone facsimile of any material or information advertising or promoting E.P.I.C., its Products, its compensation plan or any other aspect of the Company in any way or manner. The term "commercial e-mail solicitation" means the transmission via electronic mail of any material or information where the primary purpose of the e-mail advertises or promotes a commercial product or service. Notwithstanding the foregoing, each of the following types of commercial e-mail solicitations are permitted: an e-mail to any person or entity:

- a) With that person or entity's prior express written invitation or written permission provided that any such e-mail contains an appropriate opt-out mechanism allowing the recipient to opt out of future e-mail solicitations or communications and all opt-out requests are complied with; and
- b) Where the content of the e-mail is transactional, or relationship based. For purposes of the foregoing, the content of an e-mail is transactional or relationship based if the e-mail does one of the following: (i) facilitates or confirms a commercial transaction that the recipient already has agreed to; (ii) gives warranty, recall, safety, or security information about a product or service; (iii) gives information about a change in terms or features or account balance information regarding a membership, subscription, account, loan or other ongoing commercial relationship; (iv) provides information about an employment relationship or employee benefits; or (v) delivers goods or services as part of a transaction to which the recipient already has agreed.

#### 1.15 Telemarketing Techniques

The use of any automated telephone solicitation equipment or "boiler-room" telemarketing operations in connection with the marketing or promotion of E.P.I.C. or its Products is strictly prohibited. This includes but is not limited to "speed dial" (random or auto dialing) for recruiting purposes.

#### 1.16 Recorded Messages

E.P.I.C. Representatives may not have a voicemail message or answer his or her telephone in a manner that would lead the caller to believe that they have reached any official or corporate office of E.P.I.C. When using the E.P.I.C. name, representatives must say "E.P.I.C. Independent Representative".

#### 1.17 Cold Marketing in Customer Acquisition and Recruiting

E.P.I.C. is a network marketing company that is focused solely on personal relationship, or "warm marketing" techniques geared to individuals with whom the Representative is acquainted. Cold marketing is defined as any promotional activity that is geared toward random individuals who have no personal, business, social or

acquaintance relationship(s) with the Representative. Examples of cold marketing include, but are not limited to, mass advertising, purchased leads, door-to-door selling, telemarketing, etc. E.P.I.C. prohibits cold marketing techniques to sell E.P.I.C. Products except for Products specifically designated by E.P.I.C. as “cold marketing eligible” Products. E.P.I.C. also prohibits the purchase or sale of Customers and Customer leads.

E.P.I.C. does not prohibit, yet highly discourages, cold marketing techniques for purposes of recruiting other Representatives, as these can be costly, ineffective, and highly distracting to a Representative's network marketing efforts. If an E.P.I.C. Representative disregards E.P.I.C.'s recommendation and uses cold marketing techniques to recruit prospective Representatives, then that representative is responsible for adhering to any applicable laws, limitations or regulations that govern such techniques, including the accuracy of all information presented. In addition, any materials, scripts, advertisements, literature, videos, audios, etc., used in conjunction with a cold marketing effort must strictly adhere to E.P.I.C.'s guidelines and policies set forth in these Marketing Guidelines.

## SECTION 2

### INTERNET, WEBSITES & SOCIAL MEDIA

The absence of, or lack of explicit reference to a specific site does not limit the extent or the application of this policy. Where no policy or guidelines exist, Representatives should use their professional judgment and take the most prudent action possible.

#### 2.1 Advertising on Social Media Websites

Provided that the E.P.I.C. Representative complies with the Policies, E.P.I.C.'s general marketing guidelines, and any social media policies adopted by E.P.I.C. (both general and Product specific), E.P.I.C. Representatives may promote E.P.I.C. Products and E.P.I.C. on social networking sites such as “Facebook” and “Twitter;” video sites such as “YouTube” and “Google Video;” and blogging sites such as “WordPress” and “Blogger” (collectively “Social Media Sites”). E.P.I.C. Representatives may also use an E.P.I.C. corporate social media site to promote their own business, however only a link to a Representative's E.P.I.C. personal website may be posted. Posting Representative names, phone numbers, personal addresses, photos, video, and/or advertisements is prohibited on any E.P.I.C. corporate social media website. Representatives are advised that Social Media Sites each have terms and conditions that govern their use, especially in a commercial context. Representatives are responsible for informing themselves as to all such terms and conditions that are applicable to their uses and abiding by such terms and conditions. Although Representatives retain primary responsibility for all such Social Media Sites and content maintained and/or created by such Representatives, all content and/or statements relating to the promotion of Products or any opportunity to become a E.P.I.C. Representative on any Social Media Site must be submitted to E.P.I.C. for its prior written approval.

#### 2.2 Pricing Specifics

Absolutely no prices may be listed by a Representative on any website. This includes, but is not limited to a Representatives own personally created website and any Social Media site. Phrases with any specific prices attached to a Product are prohibited because prices and Product offerings may change at any time without notice. A phrase such as “One low monthly fee” is acceptable.

#### 2.3 E.P.I.C. Logos, Trademarks & Proprietary Information

E.P.I.C. Representatives are strictly prohibited from representing themselves as having any other affiliation with E.P.I.C. other than as an “E.P.I.C. Independent Marketing Representative” at any time or in any manner. Additionally, it is prohibited for E.P.I.C. Representatives to display their name, personal website, avatar,



website URL, social media group, or presence on any Social Media site in any way that could imply that the content is from E.P.I.C. This includes but is not limited to alternate spellings of the E.P.I.C. name such as “Epic,” “3PIC,” etc. Also, Representatives are strictly prohibited from using E.P.I.C. logos, names, trademarks, or other proprietary information belonging to E.P.I.C., its partners, vendors, or wholly owned subsidiaries, unless approved in writing by E.P.I.C. This includes, but is not limited to, website URLs, webpage titles, online content, marketing materials, photography, signage, avatar, etc. Only E.P.I.C., its partners, vendors and wholly owned subsidiaries are authorized to use such logos, names, trademarks, and other proprietary information. The production of any material containing logos, names, trademarks, and other proprietary information of E.P.I.C. is strictly prohibited without prior written authorization from E.P.I.C. Specific E.P.I.C. Representative Logos have been created by E.P.I.C. for Representative use and are available through their E.P.I.C. Virtual Office. Use of any other logo referring to, acting as, or falsely presenting an Independent Marketing Representative as a E.P.I.C. corporate figure is prohibited.

## 2.4 Contribution to Social Media Websites

You must be 18 years or older to post any content regarding E.P.I.C. on any Social Media site (i.e., Facebook, Twitter, TikTok, Blogger, YouTube, etc.) by or on behalf of any E.P.I.C. Representative.

### 2.4.1 Social Media Accounts

Any social media account created by a Representative intending to market E.P.I.C. or E.P.I.C. Products through that website, must include the text “E.P.I.C. Independent Marketing Representative” on the page as well as their name.

### 2.4.2 Transmission of Damaging Material

As a guest posting content to any Social Media Site, you agree that you will not: violate any local, state, federal or international laws and regulations, including but not limited to copyright and intellectual property rights laws; transmit any material (by uploading, posting, email or otherwise) that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, tortuous, defamatory, obscene, libelous, an invasion of another’s privacy; is hateful, racially, ethnically or otherwise objectionable. The determination of this violation is at E.P.I.C. sole discretion. You agree that you will not: impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships; transmit any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; transmit any unsolicited or unauthorized advertising (including advertising of non-E.P.I.C. services or products), promotional materials, “junk mail,” “spam,” “chain letters,” or any other form of solicitation; transmit any material that contains software viruses, worms, disabling code, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent.

### 2.4.3 Political Campaigning

You may not provide any content to a Social Media Site that contains any product or service endorsements or any content that may be construed as political lobbying, solicitations, or contributions. You may not use the Social Media Site to link to any sites or political candidates or parties or use the Social Media Site to discuss political campaigns, issues or for taking a position on any legislation or law.

### 2.4.4 Product or Income Claims

All text, audio and video postings must not contain Product Claims, Health Claims, or Income Claims. For Product information, Representatives may refer viewers to their E.P.I.C. approved website, the Company website, or a Company licensed Website. The use of any key words or meta-tags to advertise any licensed social media website on the Internet, if the search words or meta tags explicitly or implicitly present illegal or unsubstantiated income claims, is prohibited.

All copy downloaded from E.P.I.C. company websites or taken from printed E.P.I.C. literature must be used exactly as printed or written. Changing a word or definition may change the real meaning or definition which could then be misunderstood en masse.

## 2.5 Responsibility for Posted Content

You shall defend, indemnify, and hold E.P.I.C. and its corporate affiliates and their respective officers, directors, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with your posting of any content to a Social Media Site, any third party claims of infringement or any breach of the Agreement.

It is the sole responsibility of each E.P.I.C. Representative to ensure that its online material fully complies with the guidelines in the Agreements, as well as with all applicable federal or state rules and regulations. Representatives are also responsible for ensuring that their Downline comply with these policies.

## 2.6 Linking

Linking to your Personal Website from another Website can be a great way to direct Customers to you and generate additional interest in the opportunity. However, the span of social media websites is vast and one simple mistake can travel promptly all over the world. If you choose to link to your E.P.I.C. personal website from any Social Media Site, you must adhere to the following policies:

- a) Any link posted by a E.P.I.C. Representative must be company-specific and may not advertise, promote, or link to any other product or opportunity. This includes any link on any E.P.I.C. corporate social media website, personal or any other person's social media website such as Twitter, Facebook, YouTube, and the like;
- b) No link on any Social Media Site should imply, either directly or indirectly, that E.P.I.C. or its partners are endorsing its contents. No link should use any Company trademarks, trade names or any trademark or trade name confusingly similar to E.P.I.C. (i.e. "Epic", "3PIC", etc.) or its partners;
- c) Social media websites host users of many different groups and thus should not contain content or material that could be construed as offensive, controversial, or distasteful and should only contain content that is appropriate for all.
- d) Links should not disparage E.P.I.C. or its Products in any way or otherwise negatively affect or harm the reputation and goodwill of E.P.I.C.;
- e) You are prohibited from presenting false or misleading information about E.P.I.C. or the opportunity to act as a E.P.I.C. Representative;
- f) You must comply with all applicable federal, state or local laws, rules or regulations;
- g) You cannot create, post, or utilize any content that violates or infringes upon the copyright, trademark, trade name, patent, literary, intellectual, artistic or dramatic right, right of publicity or privacy or any other right of any entity or person or contain material that is libelous or slanderous;
- h) You may not replicate in any manner any content in your E.P.I.C. Personal Website; and

- i) You may not create a browser or border environment around your E.P.I.C. Personal Website material.

In the event your E.P.I.C. Personal Website is no longer displayed on the Internet (cancelled or terminated subscription), you must remove the link to your Personal Website from all pages where a link was inserted.

The Company may revoke the use for any previously approved website at any time and for any reason, including changes to federal and local laws and regulations, as well as misuse of any E.P.I.C. approved website or social media website.

## E.P.I.C. CODE OF CONDUCT

### Purpose And Scope

E.P.I.C. and its affiliates (referred to herein as “E.P.I.C.” or “Company”) is committed to providing a professional work environment built on a foundation of trust and respect for all of its Representatives. We are proud to operate in an environment where each person conducts him/herself in a professional, respectful and appropriate manner. Each individual is responsible for ensuring that all Representatives uphold the Code of Conduct.

This Code of Conduct acts as a guide to sound business practice, reflecting the business principles we use to conduct our business activities and, ultimately, create the kind of service our Customers, suppliers, business partners and colleagues expect from us. This Code of Conduct is designed to help you understand our operating values and the standards expected of you. It will also provide a useful reference point if you ever find yourself in a difficult situation or dilemma during the course of offering E.P.I.C. Products. Read this carefully and make sure you are aware of its contents.

**Taking Responsibility for Yourself.** At E.P.I.C. we expect high standards of performance and behavior.

**Being Successful.** We want our Representatives to be successful and motivated. We want to know that you are using your talents and making a valued and valuable contribution. We want you to constantly develop and update your skills so that together we can provide the best customer solutions and service.

**On a Personal Level.** E.P.I.C. will not accept any behavior that brings the Company into disrepute.

Possession, use, selling or distributing alcoholic beverages, drugs or illegal substances on the while conducting Company business is strictly forbidden (except for proper medical use).

You must not make inappropriate, false, malicious, or unnecessary negative or derogatory comments about colleagues, customers, suppliers, partners or competitors. Careless remarks or actions can damage our reputation or even lead to legal action.

**Equal Opportunities.** E.P.I.C.’s policy is to recruit and manage solely on the basis of merit, ability and performance. We do not allow discrimination against any individual or group on the basis of race, gender, age, religion, disability, marital status, sexual orientation, background, political beliefs or any other basis prohibited by law.

**Harassment and Bullying.** Harassment and bullying can take many forms, from overt bullying to threatening behavior, to inappropriate sexual advances. At its most subtle, individuals can be victimized by being subjected to unnecessary pressure or stress.

Such behavior is not tolerated at E.P.I.C. and should be reported to the Company.

**Giving Financial Advice.** Unless you are licensed to provide financial advice, you are not permitted to provide nor should you be seen to provide financial advice to others.

**Whistleblowing.** If you believe there has been a violation of this Code of Conduct, then you should report the conduct at issue through the Company reporting or grievance procedure as set forth in the Policies.

**Dealing with Customers.** In our highly competitive markets, a key factor that differentiates one company from another is Customer service. We all have a responsibility to:

- Understand the individual needs of our customers and be helpful, friendly and polite;
- Try to resolve queries and complaints to their satisfaction; and
- Deliver on anything we undertake to do for a customer.

Not only do we aim to deliver excellent Customer service, but we also aim to deliver it profitably, recognizing our commitment to our shareholders.

### Putting this Guide into Practice

You must behave ethically, honestly, and professionally in all your actions while you are working as a Representative for E.P.I.C. We have given you this Code of Conduct as a guide, it is now up to you to put it into practice.

## DEFINITIONS

### “Active Rank”

The term “active rank” refers the current rank of a Representative, as determined by the E.P.I.C. Marketing and Compensation Plan, for any calendar month. To be considered “active” relative to a particular rank, a Representative must meet the criteria set forth in the E.P.I.C. Marketing and Compensation Plan for his or her respective rank. (See the definition of “Rank” below.)

### “Agreement”

The contract between the Company and each Representative includes the Representative Application and Agreement, the E.P.I.C. Policies and Procedures (and the appendices thereto), the E.P.I.C. Marketing and Compensation Plan, and the Business

Entity Form (where appropriate), all in their current form and as amended by E.P.I.C. in its sole discretion, and any other policy, agreement, or directive designated or intended by E.P.I.C. as being applicable to a Representative and/or a Representative’ Downline. These documents are collectively referred to as the “Agreement.”

### “Cancel”

The termination of a Representative’s status as a E.P.I.C. Representative. Cancellation may be either voluntary or involuntary.

“Commissionable Products/Services”

All E.P.I.C. Products and services on which commissions and bonuses are paid as set forth in E.P.I.C. Document 715. Starter Kits and sales aids are not commissionable products.

“Company”

The term “Company” as it is used throughout the Agreement means E.P.I.C. Enterprises, Inc.

“Customer Acquisition Bonus (CAB)”

The bonus paid to a Representative for enrolling another Representative and assisting them in qualification.

“Downline”

See “Marketing Organization” below.

“Downline Activity Report”

A monthly report generated by E.P.I.C. that provides critical data relating to the identities of Representatives, sales information, and enrollment activity of each Representative’s Marketing Organization. This report contains confidential and trade secret information which is proprietary to E.P.I.C.

“Downline Leg”

Each one of the individuals enrolled immediately underneath you and their respective Marketing Organization represents one “leg” in your marketing organization.

“End Consumer/End User”

A person who purchases E.P.I.C. Products for the purpose of personally consuming them rather than for resale to someone else.

“Enroller”

A Representative who enrolls a Customer or another Representative into the Company, and is listed as the Enroller on the Representative Application and Agreement. An Enroller is eligible to sponsor place the new Representative anywhere into their direct downline organization, so long as the Sponsor is in the open line of said Enroller.

“Frontline Representative”

A business partner who is both personally enrolled and sponsored by a single Representative, directly under that Representative’s RIN.

“Marketing Organization”

The Customers and Representatives sponsored below a particular Representative.

“Official E.P.I.C. Material”

Literature, audio or video tapes, files, and other materials developed, printed, published, and distributed by E.P.I.C. to Representatives.

“Personally Created Website”

Website created by the Representative after review and approval given by the E.P.I.C.® Marketing Department.

“Personal Production”

Moving product to an end consumer for personal use.

“Personal Sales Volume”

The total revenues generated by a Representative and his or her personally enrolled Select or Residual Customers.

“Proprietary Products”

Products or Services made available to E.P.I.C. Representatives or Customers that are exclusive to, produced or registered by, or are wholly owned subsidiaries of the Company

“Qualified Representative”

A Representative who satisfies the minimum Customer qualification requirements, as set forth in the E.P.I.C. Marketing and Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions.

“Quick Start Bonus”

See current “Quick Start Bonus” eligibility.

“Rank”

The “title” or “earned position” that a Representative has achieved pursuant to the E.P.I.C. Marketing and Compensation Plan.

“Recruit”

Interest, encouragement, or effort to motivate an individual to become an E.P.I.C. Representative or Customer. For purposes of E.P.I.C.’s Non-Solicitation Policy (Policies Section 5.2), the term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another E.P.I.C. Representative or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity. This type of conduct constitutes recruiting, even if the Representative’s actions are in response to an inquiry made by another Representative, or Customer.

“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) the Product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) the Product expiration date, the Product “best buy” date, or any similar date has not elapsed; and 5) the Product contains current E.P.I.C. labeling.

Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item, shall not be resalable.

“Residual Customer”

An individual or entity who subscribes to E.P.I.C.’s Products or Services as defined in E.P.I.C. documentation.

“Retail Customer”

An individual who purchases E.P.I.C. products from a Representative.

“Retail Profit”

The difference between the wholesale price of products and the retail price a Representative receives for products when they are resold.

“Select/Bounty Customer”

Select/Bounty Customer has the meaning set forth in E.P.I.C. documentation.

“Sponsor”

A Representative who enrolls a Customer or another Representative into the Company, and is listed as the Sponsor on the Representative Application and Agreement. The act of enrolling others and training them to become Representatives is Statement of Policies and Procedures called “Sponsoring.”

“Starter Kit”

A selection of E.P.I.C. training materials and business support literature provided to each new Independent Marketing Representative at sign-up.

“Suggested Retail Price (SRP)”

The price at which E.P.I.C. suggests Representatives sell a particular Product to retail Customers. Notwithstanding the SRP, Representatives are always free to sell E.P.I.C. Products at any price they choose.

“Upline”

This term refers to the Representative or Representatives above a particular Representative in a Sponsorship line up to the Company. Conversely stated, it is the line of Sponsors that links any particular Representative to the Company.

“Vendor/Partner Products”

Products or Services made available to E.P.I.C. Representatives or Customers through a partnership with the Company; that are exclusive to, produced or registered by, or are wholly owned subsidiaries of the Company’s Affiliated Vendors or Partners.

“Wholesale Price (Wholesale)”

The price of the Products that is paid to the Company by Representatives. The wholesale price is also called Representative Cost.

“E.P.I.C. Corporate Social Media Websites”

Social Media Websites controlled by E.P.I.C.® Corporate. This includes the E.P.I.C.® Corporate Facebook, Twitter, You Tube, or Blogger profiles.

“E.P.I.C. Personal Website”

Personal websites provided to E.P.I.C.® Representatives at time of sign-up and with the purchase of monthly services.

([www.E.P.I.C.net/](http://www.E.P.I.C.net/)\_\_\_\_\_)





## Appendix II

### DETAILED POSITION AND BONUS RULES

#### I. Order Location

- Representatives may only be Customers of themselves. E.P.I.C. requires that, should a Representative purchase or use any E.P.I.C. Product, they must be given personal credit for that sale.
- Customers may only purchase Products from a single Representative. In order to ensure proper credit and safeguard both Representatives and the Company, any Customer may only purchase Products from one active Representative.

#### II. Business Restrictions

- The enrollment of individuals or entities without the knowledge of and/or completion of an Independent Representative Application and Agreement (paper or online) by the individual is prohibited.
- The same address cannot be used by more than two (2) Representatives with different last names for enrollment. If the last name is the same, the address can be used up to three (3) times.
- The fraudulent enrollment of an individual or entity as a Representative or Customer is prohibited.
- Representatives must use their personal credit card for their Platinum Services. Credit Cards of non-related parties cannot be used for other individuals E.P.I.C. Services.
- Purchasing Products for parties other than the credit card owner or responsible billing party is prohibited.
- Purchasing recurring Products without intent to continue said purchases is prohibited.

#### III. Product Restrictions

- The Customer must process his or her own order or enrollment. Product orders cannot be placed by individuals other than those consuming the Product.
- The credit card used for the Product order must belong to Customer.

### DETAILED POSITION AND BONUS RULES Cont'd

#### IV. Bonus Rules

- Existing Independent Marketing Representatives past their first 60 days, can acquire new Customers, from the classes below respectively, to be eligible for a new Quick Start Bonus Program. The order must be for a first-time customer for that unique Product
- 4 Order Bonus Rule: Per Representative, no more than four (4) orders will be counted toward bonuses for the following unique Products:

Home Security	Commercial Home Security
Residential Energy Program	Commercial Energy Program
Payment Solutions	Chroma Credit
Teevee	

• Wellness Product Bonus Rules: Retail Wellness Products do not count towards bonuses (except the Customer Club count). Per Representative, no more than two (2) items will be counted towards bonuses for the following unique Products:

MontaVida Coffee Bag/Brew Cup - Monthly Subscriptions  
MontaVida Tea - Monthly Subscriptions

Example 1 – Of Wellness orders for an individual Representative consisting of two (2) MontaVida® Coffee Brew Cup Monthly

Subscriptions, and four (4) MontaVida® Coffee Bag Monthly Subscriptions, only the first two (2) items will count towards an applicable bonus. (i.e., For this Representative, 2 of the 6 total Coffee items will count towards an applicable bonus)

Please remember that these are just some of the Position and Bonus rules. We highly recommend that you familiarize yourself with all of the E.P.I.C.® Statement of Policies and Procedures. E.P.I.C. Representatives are required to comply with all of the requirements in the Agreement which E.P.I.C. may amend at its sole discretion from time to time. Any and all bonuses, qualifications, or promotions are subject to final review by E.P.I.C.®. E.P.I.C. reserves the right to withhold commissions, and/or impose disciplinary sanctions set forth in §13.1 of the Policies based on any actions or violations perpetrated by an individual or entity while a Representative of the Company.

## I. Warm Market Requirements

Representatives may not promote the E.P.I.C. Energy Program outside of their own “warm market.” Any Representative found marketing to Customers who are not in their own network of family, friends, neighbors, and coworkers will be in violation of energy practices and subject to disciplinary sanctions set forth in Section 13.1 of the Policies.

“Cold Marketing” techniques may include but are not limited to:

- Accepting customers from other business partners (Customer Sharing)
- Door to door sales or soliciting
- Conducting direct mailings
- Creating sign-up forms
- Selling or purchasing leads or referrals
- Soliciting strangers at public places; e.g., gas stations, supermarkets, daycares, apartment buildings, recreational parks, conventions, etc.
- Telemarketing, internet marketing
- Cold-calling techniques
- Advertising on websites; e.g., Craigslist, eBay, Classifieds, etc.

## II. Advertising Procedures

Due to the sensitivity of the Energy market, including the high level of government regulation, it is required that all Representatives use only corporate-produced marketing material when promoting the E.P.I.C. Energy Program.

Using non-Corporate produced, or unapproved personally created marketing materials is prohibited. For example, the following are expressly prohibited in connection with a Representative’s promotion of the E.P.I.C. Energy Program:

- Advertisements on websites; e.g., Craigslist, eBay, Classifieds, sell.com, etc.;
- Flyers (personally created marketing material);
- Newspaper postings (online or printed); and
- Any marketing materials containing rates, plans, price points or logos of our affiliated vendors/partners.

Any Representative who creates any marketing materials, included but not limited to advertisements, flyers, postings; either on-line or printed, etc. which contains any unapproved, false, or misleading statements, as well as any such material created for the intention of Customer gathering outside of their warm market, will be subject to disciplinary sanctions set forth in Section 13.1 of the Policies.

Corporate approved marketing materials can be found in your E.P.I.C.® Virtual Office.

### III. Enrollment Procedures

The individual whose name is on the utility bill is the only person who can enroll their order. The actual Customer must be the one who is selecting the offer of his or her choice, agreeing to the terms and conditions of enrollment, and signing the electronic Letter of Authorization (LOA).

- The Representative is allowed to assist the Customer, however, it must be the Customer who selects the offer and signs the electronic Letter of Authorization (LOA).
- Any entry of the Customer information without the Customer viewing the enrollment website is prohibited. This is a violation even if the Customer provides permission and/or has knowledge of the enrollment. The actual Customer must view the rates, terms and conditions, and order information in order to authorize their enrollment.
- Enrolling a Customer while on the phone with them is prohibited. The Customer must be present and viewing the information displayed on the enrollment website. Only the Customer's valid contact information should be used during enrollment. All Customer contact information must be entered into the enrollment forms using complete and accurate contact information unique to that Customer.
- A Representative's contact information should not appear on any energy enrollment except their own personal enrollment for that Product (i.e., email address, phone number).
- The Customer must have a valid email address of their own to sign up for the E.P.I.C.® Energy Program. If the Customer does not have an email address of their own, he or she should create one using one of the many free online services.
- The Customer must have a valid phone number of their own to sign up for the E.P.I.C.® Energy Program. If the Customer does not have a valid phone number of their own, he or she is not eligible to sign up for the E.P.I.C. Energy Program.

### IV. Slamming Violations

Switching a Customer's service without consent or knowledge is slamming and is prohibited. All forms of slamming are a violation of the E.P.I.C. Energy Program policies and procedures.

Slamming is defined as:

- Processing a Customer's energy order without the Customer being present during their enrollment.
- Purchasing or obtaining customer leads or lists.
- Data gathering in the form of stealing bill statements, Customer lists, account listings or random number generation.

The Customer must be the one who is selecting the rate of his or her choice, agreeing to the terms and conditions of enrollment, and signing the electronic authorization. Representatives are required to complete the E.P.I.C.® Energy Certification Training prior to marketing or promoting the E.P.I.C.® Energy Program. Any and all terms defined in that certification are incorporated herein and vice versa. This listing is not complete and disciplinary actions may arise and result in a Representative termination for actions proven or suspected involve any behaviors that are in violation of policies, against the Customer's knowledge, misleading, or against any other legal, regulatory, or ethical practices.