



# Policies & Procedures

**TruIQ Global, LLC – United States:** Last updated: March 23, 2018

Congratulations! You've taken the first step in your journey as a TruIQ Global Associate, and we're excited to have you as part of our family! Becoming an Associate means entering a legally binding business relationship with TruIQ Global, LLC. The Associate Agreement outlines the terms, conditions, and legal responsibilities of both parties involved. It explains what you can expect, and what is expected of you, in this relationship. By accepting this contract with TruIQ, you are authorized to distribute selected products, build a TruIQ business and earn income as outlined in the TruIQ Pay Plan. The Associate Agreement consists of three major parts:

1. **The Associate Terms and Conditions:** A concise summary of the legal terms and conditions all Associates must agree to in order to remain in good standing and conduct their Associate businesses.
2. **The TruIQ Compensation (Pay) Plan:** Understanding the Pay Plan is crucial to your success as an Associate. The Pay Plan Outline is an easy-to-read document that clearly shows how your commissions and bonuses are calculated. This document will become increasingly important as you grow your team.
3. **TruIQ Policies and Procedures:** The Policies and Procedures document is the "fine print" about operating a TruIQ business, covering everything from shipping policies, to business entity information, to fairs and shows policies, to logo guidelines and usage.

## For Questions and Support

If you have any questions about any part of the TruIQ Associate Agreement, you can discuss them with your Sponsor or upline Leader. If neither is available, you're always welcome to contact TruIQ Associate Support at [Support@TruIQGlobal.com](mailto:Support@TruIQGlobal.com) or by calling 1-801-987-0901.

## Welcome to TruIQ Global!

### Associate Agreement Terms & Conditions

By accepting this contract with TruIQ Global, LLC (TruIQ), you are authorized to distribute selected products. For detailed information on TruIQ's Terms & Conditions, go to the Training Center on your Team Office©. The Terms & Conditions are found on the second page of all Associate Applications.

### The TruIQ Compensation Plan



Being a TruIQ Associate allows you to have a flexible schedule and set your own goals. No matter what your background is or how many hours you wish to work, you can have a successful TruIQ business that fits your lifestyle! TruIQ's Compensation Plan offers commissions on personal sales and leadership bonuses as you build a team. For detailed information on TruIQ's Compensation Plan, go to the Training Center on your Team Office©.

## TruIQ Policies and Procedures

**Effective:** January 2018

TruIQ and TruIQ Intl. refer to TruIQ Global, LLC and its affiliated brands. By accepting this contract with TruIQ Global, LLC, you are authorized to distribute selected products.

### **CORPORATE MISSION STATEMENT**

Our mission is to create an environment where our employees, Associates and company managers are aligned to accomplish one goal, to build beautiful lives. We will do this by offering quality products at a fair price, by treating everyone we meet with respect and will do all we can to treat our customers as family.

### **INTRODUCTION**

#### **What's in the Associate Agreement?**

TruIQ Policies and Procedures are considered part of the Associate Agreement. In its entirety, the Associate Agreement includes:

1. The Associate Application and Agreement;
2. The Policies and Procedures;
3. The TruIQ Compensation Plan (Pay Plan); and
4. The TruIQ Business Entity Registration Form (if applicable).

When TruIQ refers to the *Associate Agreement or Agreement*, it refers to all components as described above. It is your responsibility to read, understand, and adhere to the most recent version of the Agreement. Likewise, when you sponsor a new Associate, it is your responsibility to ensure they have read and understand the Agreement they are signing, particularly these Policies and Procedures and the TruIQ Compensation Plan, before they sign.

#### **Why Do We Need These Policies?**



The Policies and Procedures are designed to define the relationship that exists between you (as an Associate), TruIQ and other TruIQ Associates, and to clearly articulate a standard for acceptable business conduct. By signing the Agreement, you are required to comply with all its Terms and Conditions, Policies and Procedures, and with all federal, state, and local laws governing your TruIQ business and conduct.

If you have any questions regarding any policy or rule, do not hesitate to ask your Sponsor or contact TruIQ Associate Support by emailing [Support@TruIQGlobal.com](mailto:Support@TruIQGlobal.com) or by calling us at 1-801-987-0901.

## **How Are Policy Changes Handled?**

TruIQ reserves the right to update or change the Agreement and/or its Compensation Plan, including these Policies and Procedures. However, if we make changes or revisions, you will be notified through official TruIQ publications or through your Associate Team Office®. By electronically accepting this Agreement, continuing as an Associate, or by accepting future bonuses or commissions, you signal your acceptance of any changes that are made.

## **Business Delays Beyond TruIQ's Control**

TruIQ is not responsible for business delays due to circumstances beyond its reasonable control, such as labor strikes and difficulties, riots, war, fire, natural disasters, death, curtailment of a party's source of supply, or government decrees or orders.

## **Handling Invalid or Unenforceable Policies**

If any part of the Agreement is held to be invalid or unenforceable, only that invalid or unenforceable portion may be removed, and the remainder of the Agreement shall remain intact and in force.

## **TruIQ's Right to Enforce Compliance**

TruIQ never gives up its right to insist on compliance with the Agreement, including the Policies and Procedures. Even if TruIQ chooses, for whatever reason, not to enforce compliance, this does not make any portion of the Agreement, including the Policies and Procedures, invalid, and it does not constitute a waiver of TruIQ's right to enforce compliance with any term of the Agreement.

A waiver by TruIQ is only valid if delivered in writing by an Authorized Representative of the Company and applies only to the specific instance or



occurrence at hand. This written waiver does not limit or impair TruIQ's right to insist on future compliance with the Associate requesting a waiver, nor does it affect or impact in any way the compliance required of other Associates, even in similar cases.

## **BECOMING AN ASSOCIATE**

### **Requirements to Become an Associate**

To become a TruIQ Associate, you must:

- Be of the age of majority in your state of residence or country;
- Reside in a geographical area where TruIQ has been approved for business;
- Have a valid Social Security or Federal Tax ID number;
- Purchase a Starter Kit (except where prohibited by law);
- Read and agree to abide by the Company's Statement of Policies and Procedures; and
- Submit a properly completed Associate Application and Agreement to TruIQ.

New Associates enroll online at the Personal Website of a Sponsor. If you do not have a Sponsor and you would like one, please go to the Associate locator found on the TruIQGlobal.com website.

You must complete the Associate Agreement and agree to all terms and related documents yourself. An existing Associate and/or your Sponsor must not fill out, sign, or accept the agreement on your behalf. See Section 7.4 for more information on sponsoring. TruIQ reserves the right to reject any new Associate Application and Agreement.

### **Country of Residence**

You must be a legal resident of the United States, or, if you are not a permanent resident, you must be legally authorized to work in the United States to enroll as a TruIQ Associate. If it is discovered that an individual has provided TruIQ with false residency information or false tax ID information during enrollment, their account will be closed, and they will lose any commissions not already paid out. TruIQ communication, in any form, cannot encourage individuals to complete the enrollment process who are not legally authorized to work in countries where TruIQ is registered.

### **Can A Business Enroll as an Associate?**



Certain business entities can apply to be a TruIQ Associate by submitting a Business Entity Registration Form and an Associate Application and Agreement to TruIQ, and by following instructions on the Team Office®. When “you”, “your”, and “Associate” are used in these Policies and Procedures, they refer both to individuals and business entities.

Any person or entity with a legal or equitable interest in the Associate business agrees to all the terms of the Agreement and these Policies and Procedures. If such person or entity violates or is out of compliance with the terms of the Agreement, then the entire Associate business is out of compliance and subject to disciplinary action as a single entity.

If you joined TruIQ as an individual but wish to change your status to a business entity, you may do so by following the steps outlined in Section 5.2.1.

## **Identification**

Upon request, or during the application process, you may be asked to provide your Social Security number (SSN) or a federal Employer Identification Number (EIN) to TruIQ. Your legal name and Social Security number must be entered as they appear on your Social Security card. TruIQ is required by law to provide this information to the IRS for 1099 reporting purposes. Failure to comply may result in suspension or cancellation of your TruIQ Account.

Once your application is submitted and accepted, TruIQ will assign you a unique identification number, known as an Associate ID Number that will be used by you and/or Associate Support to place orders and track commissions and bonuses. Passwords associated with these unique numbers should not be shared with others.

## **Associate Benefits**

When your Associate Application and Agreement has been accepted by TruIQ, you have the right to:

- Sell products;
- Participate in the TruIQ Compensation Plan;
- Recruit and sponsor other Associates, Preferred & Retail Customers (build your downline);
- Receive TruIQ literature and other communications;
- Access TruIQ-sponsored support, training, motivational, and recognition functions;
- Participate in TruIQ-sponsored promotional and incentive contests and programs; and
- Receive access to an online Associate Team Office® that facilitates and records your business interactions with TruIQ.



## **Renewal of Your TruIQ Business**

When you join TruIQ and sign the Associate Agreement you also paid a registration fee which provided access to your Team Office® and other support materials sometimes referred to as a starter kit. No one is required to purchase products to become a TruIQ Associate, however, the registration is required. Each year, upon your enrollment anniversary, the registration is automatically renewed for another one-year term, unless either you or TruIQ provide the other party written notice of your intention not to renew the Agreement.

## **ASSOCIATE RELATIONSHIP WITH TRUIQ**

### **Independent Contractor Status**

When you join TruIQ as an Associate you are an independent contractor. You are not purchasing a franchise or a business opportunity and the Agreement between you and TruIQ does not create an employer/employee relationship, partnership, or joint venture. As a result, you are solely responsible for paying all local, state, and federal taxes owed from any compensation earned. Additionally, TruIQ will not treat you as an employee for federal tax purposes. This means that TruIQ will not withhold FICA or taxes of any kind from your bonuses and commissions.

As an independent contractor, you completely control how you operate your TruIQ businesses. You will establish your own goals, hours, and methods of sale — subject to compliance with the Agreement and applicable law. You are solely responsible for paying all expenses incurred in developing your business and are not authorized to incur any debt or obligation on behalf of, or in the name of TruIQ or other Associates, or to open any checking account on behalf of, for, or in the name of TruIQ.

### **Non-Solicitation of TruIQ Employees**

TruIQ works hard to ensure it provides the best possible experience for its Associates. To make this possible, we recruit and train employees for your benefit. Because it is expensive to recruit and train employees and critical for these employees to remain loyal to TruIQ and to you, you are expressly prohibited, without TruIQ's prior written permission, from soliciting, hiring, offering employment or compensation of any kind to, or otherwise using any services of any TruIQ employee outside of the scope of his/her employment during the term of said employment.

### **No Territory Restrictions or Franchise Fees**



There are no exclusive territories granted to anyone for selling, recruiting, or marketing. No franchise fees are required.

## **Income Taxes**

TruIQ will provide an IRS Form 1099 MISC (Non-Employee Compensation) earnings statement to each U.S. Associate who had earnings of \$600 or more in the previous calendar year. You are solely responsible for paying local, state, and federal taxes on any income generated as an Associate.

## **Timely Reporting of Errors**

If you believe errors have been made regarding commissions, bonuses, charges, or the placement of Associates in your downline organization, you must notify TruIQ in writing within sixty (60) days of when the purported error or incident occurred. After sixty (60) days, payment, bonuses, rewards, or charges are considered valid and may not be disputed, unless the payment, bonus, reward, or charge was more than what TruIQ should have awarded.

## **Limitation of Liability**

By signing the Associate Agreement, you agree to release, discharge, and hold harmless TruIQ, and anyone directly affiliated with TruIQ (employees, board of directors, officers, etc.), from any losses or damages, including costs and fees, incurred, or suffered by you as a result of:

- Your breach of the Associate Agreement (including these Policies and Procedures);
- The improper promotion or operation of your TruIQ business and any related activities (e.g., the presentation of TruIQ's products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, web sites or Internet tools, including social media, etc.);
- Any incorrect data or information provided by an Associate to TruIQ; or
- Your failure to provide any information or data necessary for TruIQ to operate its business.

## **Requests for Records**

Associate requests for copies of invoices, applications, downline reports, or other records will require a minimum fee of \$2.00 and \$1.00 per page per copy.



## **Roll-Up of Downline Organization**

TruIQ reserves the right to purge its database of an inactive or terminated Associate(s). When this happens, TruIQ may (or may not) modify the database in a manner that everyone shifts up one level; so, the first level (or frontline) of the cancelled Associate now becomes the first level (or frontline) of the cancelled Associate's Sponsor. Where there is the possibility of having had multiple Sponsors, TruIQ reserves the right to choose who the new frontline Sponsor will be.

## **Sale, Transfer, or Assignment of a TruIQ Business**

TruIQ allows for the sale or transfer of your business in the event you wish to retire from direct selling as defined below. Although your TruIQ business is privately owned and independently operated, the Agreement, including these Policies and Procedures, is an agreement between you and TruIQ. You may not assign any of the rights you are granted under the Agreement, without first obtaining written authorization from TruIQ. Such authorization is at TruIQ's discretion, and will only be granted if, in TruIQ's opinion, the following criteria are met:

- Protection of the existing line of Sponsorship must always be maintained so that the TruIQ business continues to be operated in that line of Sponsorship. The buyer must, in the opinion of TruIQ, be qualified and have the skills, resources, and experience to appropriately carry on the seller's business and to manage the seller's downline.
- The buyer or transferee must be (or must become) a qualified TruIQ Associate and be approved by TruIQ. If the buyer is a current TruIQ Associate, he or she must first terminate their TruIQ business simultaneously with the purchase, transfer, assignment, or acquisition of any interest in the new TruIQ business.
- Before the sale, transfer, or assignment can be finalized and approved by TruIQ, any debt obligations the selling Associate has with TruIQ must be satisfied.
- The selling Associate must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign a TruIQ business.
- The selling Associate must agree not to solicit or entice any other Associates or Customers within the organization to move to a new position, if they rejoin TruIQ under the same or new name.
- The seller agrees not to solicit or entice any other Associates or Customers into another direct selling company for a period of twelve (12) months following the effective date of the transfer. Any violation will result in the cancellation of the transferred account and disputes arising from the violation are between buyer and seller. Both buyer and seller must agree in writing to this provision.





- Both the Seller and the Buyer must execute the Account Transfer Form, agreeing to the terms set forth here (located in the Resources tab, Business Builders section, in your Team Office®) and email it to [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com).

Prior to selling your TruIQ business, you must notify TruIQ's Compliance Department of your intent to sell. Upon complete execution of the purchase and sale agreement, you must submit a copy of it to TruIQ for review. TruIQ reserves the right to request additional documentation that may be necessary to analyze the transaction between the buyer and seller. TruIQ will, at its sole and absolute discretion, approve or deny the sale, transfer, or assignment. If you fail to obtain TruIQ's approval for the transaction, the transfer shall be voidable at TruIQ's option.

The purchaser of the existing TruIQ business will assume the obligations and position of the selling Associate. Additionally, if you sell your TruIQ business you will not be eligible to re-apply as a TruIQ Associate for at least six (6) full months after the date of the sale.

## **Separation of a TruIQ Business Due to Divorce or Business Break-Up**

When a TruIQ business is jointly owned and operated by a husband-wife partnership, or across a business entity, there must be a way to equitably separate that TruIQ business in the event of a divorce or the dissolution of the business entity. This separation must be handled in a way that does not adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Associates and the Company, TruIQ will, at its sole discretion, terminate the Associate and cancel the Associate Agreement.

During the pendency of a divorce or business break-up, you must adopt one of the following methods of operation:

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

If you are unable to resolve a dispute over the disposition of commissions and ownership of the business, your Associate Agreement will be involuntarily cancelled. Once a spouse or former business affiliate has completely given up their



rights in their original TruIQ business, they are free to enroll under any Sponsor of their choosing and develop their new business the same as any other new Associate.

## **Succession Due to Death or Incapacitation**

In the event of your death or incapacitation, your TruIQ business may be passed to your heirs. For this to occur, the necessary legal documentation must be submitted to [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com). If you wish to bequeath your TruIQ business, please work with an attorney to prepare a will (or another testamentary instrument). If you transfer your TruIQ business in this manner, your beneficiary acquires the right to collect all bonuses and commissions from your downline organization, provided certain qualifications are met. The successor(s) must:

- Execute a new Associate Agreement;
- Comply with terms and provisions of the Agreement; and
- Meet all the qualifications for the deceased Associate's rank.

Bonuses and commissions of a TruIQ business transferred in this manner will be paid in a single installment. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal Taxpayer Identification Number (TIN). TruIQ will issue all bonus and commission checks and one IRS Form 1099 to the business entity.

## **Transfer Upon Death of an Associate**

To affect a testamentary transfer of a TruIQ business, the successor must provide the following to TruIQ:

- An original death certificate;
- A notarized copy of the will or other instrument establishing the successor's right to the TruIQ business; and
- A completed and executed Associate Agreement.

## **RESPONSIBILITIES OF ASSOCIATES**

### **Change of Address or Telephone**

To avoid any disruption in your business, please notify TruIQ at least two (2) weeks prior to your address and/or telephone number changing. You can easily make these changes on the Account Tab within your Team Office®. If you require assistance, please contact Associate Services at [Support@TruIQGlobal.com](mailto:Support@TruIQGlobal.com).



When changing your address, please remember that TruIQ allows P.O. Box addresses for your mailing address but may not for your shipping address (as UPS does not deliver to P.O. Boxes). You also must submit a Change of Address Form with the U.S. Postal Service otherwise packages lost due to a lack of address forwarding will be the Associate's responsibility.

## **Changing Your Residency to Another Country**

You may change the country of residency in which you operate your TruIQ business if certain conditions are met. For example, you must submit an Associate Country of Residence Form and agree to the Policies and Procedures of the new country. For more information and to find the necessary forms, please see the TruIQ LLC Forms link in the Resources tab on your Team Office®. For additional assistance, email [Support@TruIQGlobal.com](mailto:Support@TruIQGlobal.com).

## **Changes to Your TruIQ Business**

If information within your Associate Application, Associate Agreement, or profile changes, it is your responsibility to update the information on your Team Office® or to notify TruIQ of the changes.

## **Changing from an Individual to Business Entity**

You may also modify your existing Associate Agreement (e.g., change Social Security number to federal I.D. number or change the form of ownership from an individual proprietorship to a business entity owned by the Associate) by submitting a written request, a properly executed Associate Application and Agreement, and a completed and signed Business Entity Registration Form including Employer Identification Number (EIN), Articles of Corporation or documentation verifying the legal formation of the business, and a \$25 change fee. If approved, the effective date becomes the first of the following month in which the form is received.

## **Leadership and Continuing Development Obligations**

When you sponsor other Associate(s), you must take a proactive role in providing assistance and training, to ensure that new Associates understand and comply with the Agreement, including these Policies and Procedures.

Examples of Sponsor responsibilities may include, but are not limited to: written correspondence, personal meetings, telephone contact, voice mail, emails, and accompaniment to TruIQ meetings, and other functions. It is TruIQ's expectation that Sponsors provide support in regard to the Policies and Procedures, provide



answers to questions, and be the first point of contact for the frontline to come to for support or training.

## **Leadership Requirements**

Associates holding the title of Bronze or above, can earn additional compensation and receive exclusive training and information. Thus, they are required to meet minimum volume and leadership requirements.

## **Monthly Volume Requirements**

Volume requirements for each title are defined in the Compensation Plan, which may change from time to time and may be different, depending on the market of your residency.

## **Ongoing Leadership Requirements**

Rank requirements for each title are defined in the Compensation Plan, which may change from time to time and may be different, depending on the market of your residency.

Leadership requirements include providing assistance and training to your Team. A leader is also responsible for providing assistance and training to Associates and first- generation leaders and other Titled leaders in his or her own group. A leader's responsibility is to his or her team and all generational leaders in his or her group.

In addition to fulfilling the responsibilities of a Sponsor, leaders are to provide regular team communications and opportunities to interact with team members as requested and needed.

Upon request, you must be able to provide documented evidence to TruIQ of your ongoing fulfillment of the leadership requirements.

## **Non-Leadership-Seeking Associates**

Associates who do not wish to take a proactive role in providing assistance and training, and in ensuring those in their downline (1) are aware of TruIQ Policies and Procedures; and (2) comply with the Agreement, Policies and Procedures; may have their accounts suspended and their commissions held until a resolution can be established with TruIQ that supports fulfillment of Sponsor and leader obligations.



If the Associate wishes to challenge the suspended status on their account, challenges may be submitted to [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com).

## **Document Fulfillment of Leader Obligations**

Upon request, you must be able to provide documented evidence to TruIQ of your ongoing fulfillment of the responsibilities of a Sponsor and Leader as outlined in Section 5.3. Failure to do so may result in disciplinary action.

## **Providing Documentation to Applicants**

When you sponsor a new Associate, you must ensure they have access to and have reviewed the latest version of the Policies and Procedures and the Compensation Plan before the new Associate signs the Associate Agreement or signs up online. Copies of the Compensation Plan and Policies and Procedures can be acquired from TruIQ or downloaded from the Resources tab in your Team Office®.

## **Reporting Policy Violations**

If you witness or observe a policy violation by another Associate you may report the violation to [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com). Please provide all pertinent details, such as the situation, violation, dates, location, persons involved, etc. TruIQ will make every effort to ensure that your identity, and information you share, that may reveal your identity, remains confidential.

## **Adherence to Laws and Ordinances**

### **Local Ordinances**

Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to TruIQ Associates; however, you must obey those laws that do apply. If a local government official informs you that an ordinance applies to you, please be polite and cooperative, and immediately send a copy of the ordinance to [Support@TruIQGlobal.com](mailto:Support@TruIQGlobal.com). TruIQ will work with you to understand and resolve the situation.

## **Compliance with Federal, State, and Local Laws**



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

## **Federal Regulations**

Certain federal regulations govern the sales of TruIQ merchandise. To comply with those regulations, you must ensure that the following information is contained on each sales receipt:

- The date of the transaction;
- The date (not earlier than the third business day, i.e., Monday through Saturday, excluding federal holidays, following the date of the transaction) by which the buyer may give notice of cancellation;
- Name and address of the selling Associate; and
- The signature of the purchaser, regardless of whether a credit card was used in the transaction.

When you make a sale, you must provide the customer with two copies of the sales receipt and verbally inform the customer of the three-day right of cancellation printed on the receipt.

## **MARKETING YOUR TRUIQ BUSINESS**

### **Adherence to the TruIQ Marketing Plan**

As an Associate, you are obligated to market and promote your TruIQ business only as set forth in official TruIQ literature and in a manner consistent with TruIQ Policies and Procedures. You may not offer the TruIQ opportunity through, or in conjunction with, any other system, program, or offering.

### **General (Applying to Both Online and Offline Marketing and Promotion)**

It is your responsibility to safeguard and promote the good reputation of the TruIQ brands; to ensure that your marketing efforts contribute to the public interest; and to avoid discourteous, deceptive, misleading, unethical, or immoral conduct or practices. Whenever promoting your business, you must identify yourself as an independent Associate of TruIQ Global.

### **Associate Logo / Identity**



TruIQ grants its Associates a limited license to use the Associate logos and other company approved materials located within the Team Office®. This license allows you to use the Associate materials in communications, including on approved websites, and on items you make for yourself or your team to conduct your TruIQ businesses. This license may not be assigned to third parties to produce items for you or your teams. If you would like a third party to produce items that have any TruIQ logos on them, or if you would like to use a logo other than the Associate logos, you must first get written approval from [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com). No other use of the TruIQ logos or materials is permitted and no license for the use of any other TruIQ marks, names, or logos is permitted.

## Trademarks and Copyrights

You may not use TruIQ trade names, trademarks, copyrighted material, designs, images, or symbols without prior written permission, except as set forth in Section 6.2.1. Video or audio recordings of company events, training, and/or speeches are also copyrighted, and may not be utilized or distributed without written permission.

The names *TruIQ*, and *TruIQ Global* as well as all unique products and product lines within the TruIQ brand, are trademarks of TruIQ, are of great value to the Company, and are supplied to you for your use only in an authorized manner. Use of the TruIQ names on any item not produced or authorized by the Company in these Policies and Procedures or without specific written permission from the company is prohibited.

As an Associate, you may use TruIQ brand names in the following manner:

[Associate's Name] Independent [Product/Brand Name} Associate

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Examples:

- Alice Smith, Independent "Brand New" Associate
- Jane Smith, Independent TruIQ Global Director
- John Smith, Independent TruIQ Certified Associate Gold Exec.

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You are not allowed to use the names *TruIQ*, *TruIQ Intl*, or *TruIQ Global*, in any form in your team name, a tagline, an external website name, your Personal Website address or extension, in an email address, as a personal name, or as a nickname. Additionally, only use the phrase *Independent [brand name (e.g. TruIQ)]*. In your phone greeting, or on your answering machine, to clearly separate your TruIQ business from TruIQ. For example, you may not secure the domain



name *www.buyTruIQGlobal.com*; nor may you create an email address such as *TruIQAssociate@gmail.com*.

There are numerous words, images, phrases, taglines, and/or ideas developed or coined within the TruIQ community, and used by Associates to promote TruIQ, their TruIQ business, or their TruIQ team. No Associate can claim the exclusive right to use such words, images, phrases, taglines, or ideas that are in the TruIQ *community domain* for use by all TruIQ Associates. Therefore, you are not allowed to claim ownership of any such words, images, phrases, taglines, or names, and agree that you will not seek to register any such words, images, phrases, taglines, or names as a trademark, copyright, or domain name. If you do, you agree to assign to TruIQ any such trademark application or registration, or copyright or domain registration to TruIQ upon registration or upon their request. In addition, TruIQ may elect to take disciplinary action against you as provided in Section 12. By entering into the Associate Agreement and/or renewing your Associate Agreement, you hereby assign any rights that you may have to or in any such intellectual property to TruIQ and you further agree that TruIQ may, at its discretion, seek to register any such words, images, phrases, taglines, or names as trademarks, copyrights, or domain names, as the case may be.

## **Submission of Business or Other Ideas to TruIQ**

While TruIQ appreciates the feedback and ideas that Associates have for improving our existing products or creating new ones, please understand that we do not compensate Associates or others for unsolicited submissions of business, product, or creative ideas or materials. By clearly stating this policy, TruIQ seeks to avoid any misunderstandings if products we develop might seem to be similar to your own creative work.

TruIQ does not pay for your ideas if you give them to us unsolicited. To that end, by accepting these Policies and Procedures, you acknowledge and agree that TruIQ has and will have many products and projects in various stages of development, and that the result may be similar or identical to your own ideas for products or projects. You also agree that if you submit any creative suggestions, ideas, notes, drawings, concepts, designs, original artwork, or other information (collectively, "Unsolicited Submissions"), you assign to TruIQ all of your rights in and to them without compensation or payment of any kind. **Unless otherwise specified in writing, this Unsolicited Submissions policy also applies to submissions made as part of any and all TruIQ contests, promotions, or incentives.**

All Unsolicited Submissions and all contest, promotion, or incentive submissions shall be the property of TruIQ. TruIQ shall not be obligated to keep them confidential and may use or disclose them for any purpose without further permission from you and without any payment to you. If you have a product, business, creative idea, or creative artwork that you want to sell to TruIQ, **DO NOT**





SUBMIT that idea or artwork to TruIQ without first obtaining a written non-disclosure agreement from the TruIQ legal department.

## **Advertising Templates and Approval**

You may only advertise or promote your TruIQ businesses using approved tools, templates, or images acquired through TruIQ, the TruIQ Store or through the Team Office®. No approval is necessary to use these approved tools. If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to the TruIQ

ComplianceDepartment ([Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com)) for approval. Unless you receive specific written approval from TruIQ to use such self-developed tools, the request shall be deemed denied.

## **Personal Specials and Corporate Pricing**

Associates shall not advertise discounts, giveaways/raffles, and personal special pricing on any public forum. A public forum is defined as anywhere on social networking/media sites, including private pages as well as, online and offline classifieds sites or store bulletin boards. However, Associates are allowed to advertise these specials on a private forum. A private forum is defined as personal emails, telephone calls, and other forms of one-to-one communication to current/existing customers. All advertising must be submitted to [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com) for approval.

Associates may advertise corporate pricing information on flyers, postcards, and ads in offline media. The only pricing information allowed on online media, including social networking sites, is published corporate pricing.

Offering TruIQ catalogs, brochures, or your own personal samples for free would not be considered a personal special and is therefore allowed.

## **Altering Packaging, Labels, and Products Prohibited; Adding Personalized Stickers OK**

You may only sell TruIQ products in their original packaging and may not repackage, relabel, or alter TruIQ products, nor the labels on TruIQ products you sell. Tampering with labels/packaging could be a violation of federal and state laws and may result in civil liability in some circumstances. TruIQ does allow you to affix a personalized sticker with your personal/contact information to each product or product container, if you do so without removing or obscuring the existing product labels. Altering a TruIQ product in ways other than specified in TruIQ instructions



voids all product warranties and TruIQ is no longer liable for any damages that result from altered or improperly used products.

## **Don't Make False or Exaggerated Product Claims**

Associates may not make claims about the therapeutic or curative properties of any products offered by TruIQ, except those contained in official TruIQ literature.

## **International Sales**

You are only allowed to sell TruIQ products or offer the TruIQ opportunity within the United States, U.S. Territories, and those countries in which TruIQ is operating, as announced in official TruIQ literature. Associates are not allowed to conduct business in any country or region until TruIQ has officially launched operations in that country or region. Conducting business includes advertising, recruiting, or selling products. Signing the Associate Agreement only authorizes the Associate to work inside the United States and its territories. Additional documentation and agreements are necessary for U.S. Associates to sell outside of the United States. International agreements and a list of open locations are located within the Documents tab on your Team Office® and must be accepted and transmitted before U.S. Associates can sponsor and/or sell outside of the U.S.

## **Media and Media Inquiries**

If a member of the press or media contacts you about TruIQ or your TruIQ business, you must contact TruIQ at [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com) before you respond or disclose any information. If TruIQ requests that you not respond to said press or media inquiry, or requests that you refer the press or media contact to the Company to respond, you agree that you will comply with such requests.

If you wish to proactively contact the media or distribute any form of press release that includes information about TruIQ, its products, or the opportunity, you must first seek written approval from TruIQ Compliance Department at [compliance@TruIQIntl.com](mailto:compliance@TruIQIntl.com).

## **Associate Release**

By entering into the Associate Agreement, you authorize TruIQ to use your name, testimonials, and/or likeness in TruIQ advertising or promotional materials with no remuneration. Additionally, you consent to and authorize the use and reproduction of any and all photographs or videos taken by or supplied to TruIQ, and further consent to the use and reproduction of any quotes, testimonials, stories, or



conversations on social networking media and/or the TruIQ Forum for any print or electronic publicity, marketing, or promotional purposes, without remuneration.

## **Non-Internet Advertising, Marketing, and Promotion**

### **Print Advertisements, Personal Promotional Materials, and Sales Tools**

Print advertising, personal promotional materials, and sales tools must utilize TruIQ-approved templates/images (see Section 6.2.4) or be acquired from TruIQ or the TruIQ Store. If you wish to design your own ad or marketing materials of any kind, your designs must be submitted to the TruIQ Compliance Department ([Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com)) for consideration and inclusion in the template/image library. Unless you receive specific written approval from TruIQ to use such self-developed tools, the request shall be deemed denied. Please go to the Resources tab on your Team Office® for guidelines and to access approved material.

If you wish to distribute TruIQ-approved personal promotional materials (flyers, brochures, etc.) at a business, public, or government facility (schools, libraries, etc.) you must first obtain permission from the business owner or senior-ranking office manager or administrator.

### **Signage**

To avoid giving the appearance of a permanent retail establishment, yard signs and/or other signage must not be displayed on a stationary object or permanently installed outside, or affixed to the windows of, an Associate's personal residence or other residence. Temporary signage or signage affixed to a mobile object may be displayed in conjunction with a home party, open house, or other approved TruIQ event. The determination of whether an object is mobile or stationary shall be solely at TruIQ's discretion.

### **Telemarketing**

You are not permitted to utilize telemarketing or to make automated calls/texts or to make "cold calls" to market TruIQ products or the TruIQ opportunity as there are federal and state laws against telemarketing through certain forms of communication.



## Online Advertising, Marketing, and Promotion

It is your obligation to ensure your online marketing activities are truthful, are not deceptive, and do not mislead customers or potential Associates in any way. Websites and Web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. TruIQ will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

## Domain Names, Email Addresses, and Online Aliases

You are not allowed to use or register *TruIQ*, any owned or affiliated brand names, such as *TruIQ Intl* or *TruIQ Global*, or any of TruIQ's trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of, TruIQ. Examples of the improper use of TruIQ are: *TruIQgal@msn.com*; *www.TruIQgroupisgreat.com*; *www.myspace.com/BrandNew*; *www.TruIQIntl.com/official*, *www.BrandNew.com/usa*, *www.TruIQIntl.com/canada*, etc., or having "TruIQ", "TruIQIntl", "BrandNew", or any other name or partial name used by TruIQ.

## Search Engine Optimization (SEO)

Core to TruIQ's philosophy is the standard of "Building Beauty from Within" and practicing our core values of honesty, generosity and respect. Search engines are built to facilitate and expedite the online community finding the most recommended, relevant content available for any given topic. Authentic SEO is the result of adding genuine value to the online community through meaningful content you author, conversations you join, relationships you create, and improving the ease with which all of these are indexed by search engines.

Other SEO tactics that are not authentic, don't add value, don't contribute to the online community, and in any way attempt to manipulate search engine algorithms to overinflate the popularity and relevancy of your site are against policy. Given the complexity and ever-changing landscape of SEO it is impractical for us to list all SEO tactics that would be considered non-compliant. Improper SEO tactics include spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e., having the display URL of a PPC campaign appear to resolve to an official TruIQ corporate site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. If in TruIQ's discretion, you are utilizing improper SEO tactics, it may take any action it determines are necessary to enforce this policy, including requiring you to cease any practices, take down any website or particular content, or terminating you as an Associate.



## TruIQ Hotlinks

When directing readers to your registered external site or Personal Website, it must be evident from a combination of the link and the surrounding context to a reasonable reader that the link will be resolving to the site of an Independent Associate. Attempts to mislead Web traffic into believing they are going to an official TruIQ corporate site, when in fact they *land* at an Associate site (personal or registered external), will not be allowed. The determination as to what is *misleading* or what constitutes a *reasonable reader* will be at TruIQ's sole discretion. Redirecting a reader from another Associate's external website or Personal Website to any other website other than the Associate's Personal Website is prohibited by TruIQ policy.

## Spam Linking

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

## Approved Associate Websites

The term *Personal Website* refers to the external-facing Associate website offered by TruIQ to you for a monthly fee. The term registered external website refers to your own TruIQ-approved external website (if you have one), or other TruIQ-approved Web presence that is hosted on non-TruIQ servers and has no official affiliation with TruIQ. You are not allowed to monetize your Personal Website or your registered external website through affiliate programs, Google AdSense, or similar third-party programs that provide functionality or software as a service.

## Internet Advertising / Awareness Generation

### Online Classifieds

You may not use online classifieds (including, without limitation, Craigslist, eBay or Amazon) to list, sell, or retail specific TruIQ products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring, and informing the public about the TruIQ business opportunity and/or your TruIQ events, provided TruIQ-approved templates/images are used. Multiple TruIQ brands may be listed and promoted together if the advertisement has been



approved by [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com). These templates will identify you as an Independent Associate. If a link or URL is provided, it must link to your Personal Website as provided by TruIQ or your registered external website.

## **eBay / Online Auctions**

You may not list or sell TruIQ products on eBay or other online auctions, nor may you enlist or knowingly allow a third party (customer) to sell TruIQ products on eBay.

## **Online Retailing**

You may not list or sell TruIQ products on any online retail store or e-commerce site, nor may you enlist or knowingly allow a third party (customer) to sell TruIQ products on any online retail store or e-commerce site.

## **Banner Advertising**

You may place banner advertisements on a website provided you use TruIQ-approved templates and images. All banner advertisements must link to your Personal Website or a registered external website. You may not use *blind* ads or web pages that make product or income claims that are ultimately associated with TruIQ products or the TruIQ opportunity. Multiple TruIQ brands may be advertised in the same banner advertisement if it has been approved by [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com).

## **Unsolicited Spamming**

You are not allowed to transmit mass, unsolicited emails, faxes, texts, direct mail, or phone calls to promote TruIQ, its products, or the TruIQ opportunity to people you do not know, or who have not given you permission to contact them regarding TruIQ. People who are “opt in” subscribers, who have initiated a request to be included in bulk emailing, newsletter, or other standardized communications from you, are allowed. The use of deceptive subject lines and/or false header information or any other fraudulent tactics is prohibited. The making of unauthorized claims is also prohibited, as more fully described in Section 6.2.7.

## **Social Networking Sites (Facebook / Twitter / LinkedIn / Pinterest, Etc.)**



You may use personal social networking sites (Facebook, Twitter, LinkedIn, Pinterest, blogs, forums, and other social shared interest sites) to share information about any TruIQ brand product or business opportunity and for recruiting and sponsoring. You may also create a social presence dedicated to growing your business, but these sites may not be used to sell or offer to sell specific TruIQ products where the transaction takes place on that platform, and your use of these sites must comply with the following guidelines:

- You are not allowed to use or register TruIQ or any of TruIQ's trademarks, product names, or any derivatives for any Internet domain name, email address, or online aliases. The name of your account must not state either the terms "TruIQ" or "Bran New" or use any other trademarked terms of TruIQ. This includes product names, incentive trip names, leadership retreats, any other corporate events hosted by TruIQ, promotional campaign, or any other programs. If the terms "TruIQ" or "Bran New" are used, it must state in full "Independent Associate."
- These sites may not be used for e-commerce through the social media platform. All transactions must take place through your Personal Website (PWS). In addition, Associates are only allowed to post corporate pricing, not their own special pricing.
- Profiles you generate in any social platform where you mention or discuss TruIQ must clearly identify you as an Independent Associate.
- Your participation on any social media platform must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. Do not post any comments, photos, or videos that are rude or offensive to another Associate.
- Unprofessional or disrespectful online conduct toward TruIQ competitors is strictly prohibited. You may not disparage any TruIQ competitor, their customers, or their products on a social media platform such as Facebook or Twitter.
- Associates shall not post their URL or solicit their TruIQ business on any corporate TruIQ social media presence page (i.e. Facebook pages, YouTube page, Twitter, etc.) or any social media presence benefiting from any TruIQ Charitable Products. Any solicitation posts on a corporate social media page will be deleted and the user may be banned from the page.
- Banner ads and images used on these sites must be current and must come from the TruIQ approved library. Multiple TruIQ brands may be combined in one banner ad if submitted and approved through [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com).
- If a link is provided, it must link to your Personal Website or a registered external website.
- Multiple TruIQ brands may be mentioned on a single Facebook page or separate TruIQ brand pages may be created. The determination of what is inappropriate is at TruIQ's sole discretion, and offending Associates will be subject to disciplinary action and/or cancellation.



## **Digital Media Submission (YouTube, iTunes, Pinterest, PhotoBucket, Etc.)**

You may upload, submit, or publish any TruIQ-related video, audio, or photo content that you develop and create if it aligns with TruIQ values, contributes to the TruIQ community greater good, and is in compliance with TruIQ Policies and Procedures. These submissions must clearly identify you as an Independent Associate (either in the content itself and/or in the content description tag), must comply with all copyright/legal requirements, and must state that you are solely responsible for this content and not TruIQ. You may not upload, submit, or publish any content (video, audio, presentations, or any computer files) received from TruIQ or captured at official TruIQ events or in buildings owned or operated by TruIQ without prior written permission from [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com). This would include any presentations by speakers or TruIQ corporate employees given in an auditorium or break-out meeting sessions at a TruIQ event.

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

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either your Personal Website or to a registered external website. The display URL must also be to either your Personal Website or to your registered external site and must not portray any URL that could lead the user to assume they are being led to a TruIQ corporate site, or be inappropriate or misleading in any way.

## **Associate Websites**

### **TruIQ Associate Personal Websites (PWS)**

When you sign up as a TruIQ Associate, you receive a Personal Website subscription to facilitate the easiest online buying experience for your customers. This subscription is renewed each year from your date of enrollment when your annual registration fee is paid. You are solely responsible and liable for the content that you add to your Personal Website and must regularly review the content every thirty (30) days to ensure it is accurate and relevant. You may not alter the branding of your Personal Website, and you may not use your Personal Website, including links to other websites, to promote, market, or sell non-TruIQ products, services, or business opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- The Associate logo
- Your name
- TruIQ corporate website redirect button.





Because your Personal Website resides on an appropriate country-specific TruIQ domain, TruIQ reserves the right to receive analytics and information regarding the usage of your website. By default, your TruIQ Personal Website URL may be in the form of one or more formats (i.e.. TruIQ.  
or TruIQGlobal.

/

. If you choose to change this default ID, you must choose a uniquely identifiable website name that:

- Does not use the word “TruIQ”, “TruIQIntl”, “TruIQGlobal”, “BranNew”, or any other brand name as used by TruIQ, in any form;
- Cannot be confused with other portions of the TruIQ corporate websites;
- Will not confuse a reasonable person into thinking they have landed on a TruIQ corporate page; Cannot be confused with any TruIQ team name;
- Does not contain any discourteous, misleading, or off-color word that distracts from TruIQ’s image; or
- Cannot identify or be confused with a geographical location, region, state name, or country.

State/province names, country names, or abbreviations of these geographical names when used in isolation are not allowed (for example: *Alberta.TruIQ.ca*, *usa.TruIQ.us*, or *id.TruIQGlobal.us*). However, if the geographical name is used with an identifier then it is allowable (for example: *janesalberta.TruIQ.ca*, *texas smells good.TruIQ.us*).

URL extensions in use before a Leader registers his/her team name may remain, but extensions put into use after a team name is registered will be removed.

Examples of inappropriate naming conventions

are: */info*; */official*; */buy*; */search*; */product*

*names*; */hometeam*; */teamb fabulous*; */#& @%*; */TruIQgal*; */TruIQking*. If you have any questions about selecting a URL, contact [Support@TruIQGlobal.com](mailto:Support@TruIQGlobal.com).

## External Websites (Non-Personal Websites)

You are allowed one (1) external website dedicated exclusively to TruIQ brands (not including a team website you may develop; see Section 6.4.5.3) to personalize your TruIQ business and promote the TruIQ opportunity. If you wish to develop an external website, you must do the following:

- Subscribe to a Personal Website;
- Register your external website with TruIQ by going to the Account tab of your Team Office®;
- Adhere to the branding and image usage policies described in this document;
- Agree to modify your website to comply with current or future TruIQ policies;



- Agree to redirect or forward your external website to a TruIQ corporate home page in the event of the voluntary or involuntary cancellation of your Associate Agreement.

A blog or website developed on a blogging platform that is developed for the primary purpose of marketing or promoting TruIQ products and/or the TruIQ opportunity is considered an external website and must be registered with TruIQ. Blogs, created by you or others, that are developed primarily for other purposes that mention TruIQ brands and direct traffic to your website(s) do not need to be registered.

Per Section 11.5.2, you may not receive any monetary compensation or exchange for goods and services from any TruIQ Associate to build, host, or maintain their websites, or for supporting the Associate with any service or function provided by TruIQ, but you can voluntarily help other TruIQ Associates should you choose to do so. You are not allowed to manage or have ready access to the database or site administration of any sites you build for your team. Any exploitive actions on websites or any other service provided by TruIQ for team members are prohibited and seen as a violation of these policies and procedures. All assets, video, pictures, graphics, plug-ins, etc., used on a site you build for your downline or any other Associate must be housed on the domain owned by that Associate, not a domain that you own. If you set up any kind of tracking for an Associate you may not have access to that information. Absolutely no links on any site you build for an Associate should link to either your Personal Website or external authorized site. Also, you cannot use the site to promote, market, or link to your Web development business website.

## **External Website Content**

You are solely responsible and liable for your own website content, messaging, claims, and information and must ensure your website appropriately represents and enhances the TruIQ brands and adheres to TruIQ guidelines and policies. Additionally, your website must not contain disingenuous pop-up ads or promotions or malicious code. Decisions and corrective actions in this area are at TruIQ's sole discretion.

## **Associate Image Mandate**

To avoid confusion, the following three (3) elements must be prominently displayed at the top of every page of your registered external website:

- The Independent Associate logo
- Your name and title
- Your contact information
- TruIQ corporate website redirect button



Although TruIQ brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an Independent Associate site and not a TruIQ corporate page. Please refer to TruIQ Associate Website Guidelines in your back office for more information.

## **External Sites Must Exclusively Promote a TruIQ Brand**

Your TruIQ external website must contain content and information that is exclusive to TruIQ. You may not advertise other products or services other than the TruIQ product line and the TruIQ opportunity. For example, you may not create an Internet Health and Beauty store where brands other than TruIQ are offered. You may mention other TruIQ brands on your registered external website.

## **No E-Commerce or Stock-and-Sell Retailing**

Your registered external website must only facilitate the entry into your associated TruIQ Personal Website. You may not stock and sell TruIQ products, nor may you facilitate an e-commerce environment that would facilitate this model. All orders must be placed through your official Personal Website or Associate Team Office®.

## **External Website Termination**

In the event of the voluntary or involuntary cancellation of your Associate Agreement, you are required to remove your registered external website from public view within ten (10) days and redirect (forward) all traffic from that domain to [www.TruIQIntl.com](http://www.TruIQIntl.com). Your external website may be transferred to another TruIQ Associate, subject to TruIQ approval, on a case-by-case basis.

## **External Website Links**

Your external website can only link to pages within your approved external site, one (1) TruIQ Personal Website, or to your social networking sites that you use to promote your TruIQ business (e.g., Facebook, Twitter, LinkedIn, etc.). You cannot monetize your external TruIQ website by having outbound links, affiliate programs, Google AdSense, or other similar tactics.

## **External Website Naming**

Your external website cannot identify a state/province name, country names, or abbreviations of these geographical names when used in isolation (for example:



BC.TrulQ.ca, USA.TrulQ.us, or CA.TrulQ.us). However, if the geographical name is used with an identifier then it is allowable (for example: karenBC.TrulQ.ca or StewartFamily.TrulQ.us).

In addition, you must choose a uniquely identifiable website name/URL that:

- Does not use the words “TrulQ”, “BrandNew”, or “TrulQGlobal” in any form;
- Cannot be confused with other portions of the TrulQ corporate websites;
- Will not confuse a reasonable person into thinking they have landed on a TrulQ corporate page;
- Cannot be confused with any TrulQ team name;
- Does not contain any discourteous, misleading, or off-color word that distracts from TrulQ’s image;
- Cannot identify or be confused with a geographical location, region, state name, or country.

## **External Team Websites / Groups / Communities**

You may use one (1) approved team website for the purposes of connecting, communicating, training, educating, and sharing best practices among team members. Because these sites may contain sensitive and Company-specific information, these team websites must be password-protected. A team website must not be used to promote your team and cannot have links to your PWS, Team Office® or external site. You cannot use your team name in the URL of your PWS or external site. You may build a team website on social media platforms so long as it complies with the guidelines in Section 6.4.4.6 and it must be private with the activity of the group not represented outside the group. All team websites must be registered with TrulQ. Because team websites must be password protected, please be sure to provide a user name and password so that TrulQ may review the site.

Team sites are not to be used as a form of marketing for you or your team. The following is a list of steps that you or your site builder need to take in order to prevent your team website from garnering page rank and showing up in search engine results:

- Do not submit sitemaps to search engines.
- Add meta code to your site, so that search engines are prevented from indexing your site.
- Don’t add other meta data such as meta descriptions, titles, or tags to the code of the site. If you have any such meta data on your site, you’ll need to remove it.
- Publish a robots.txt file to the site with a disallow tag so crawlers won’t visit any pages on the site.



## **Commercial Outlets and Trade Shows**

### **Commercial Outlets / Retail Stores**

You are not allowed to offer TruIQ products for sale in any permanent retail or service business establishment. A promotional display may be exhibited for the generation of leads or the collection of orders in conjunction with a TruIQ Event. This display shall consist of no more than one (1) sample of each type of product category plus any promotional materials acquired from TruIQ, TruIQ on-line store, or downloaded from the approved template/image library. Such displays may be in or near retail locations, if you comply with all applicable laws and have permission from the property owner. Cash-and-carry sales from a retail establishment are strictly prohibited. Signs, banners, and other advertising outside retail locations announcing or directing shoppers to a TruIQ Global display inside a retail environment are prohibited. In addition, you may not sell on the sidewalk of a retail establishment or in the parking lot of a retail establishment.

Customer orders cannot be delivered to customers at any retail location. Deliveries to customers must be made outside of and away from retail environments.

### **Reselling**

You cannot knowingly sell to anyone who is going to resell TruIQ products in retail environments, online, through fairs and shows, or through any other reselling/retailing venue.

### **Cooperative Advertising and Promotion with Retail Entities**

TruIQ products and/or the TruIQ opportunity may not be offered in an online or offline advertisement or promotion (including in-store product giveaways) with any retail store, business, or entity. Cooperative promotions with service entities (e.g. a dentist's or doctor's office) are allowed pending prior approval from TruIQ ([Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com)). These cooperative promotions may combine multiple TruIQ brands if approved through [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com).

### **Fairs, Expositions and Other Temporary Sales Forums**

TruIQ allows you to sell products on a cash-and-carry basis at temporary sales forums, if the following conditions are met:

- A TruIQ Associate should represent and/or sell all TruIQ Brands at an event;
- Booths must be attended at all times by a TruIQ Associate in good standing;



- If an Associate contracts for a non-TruIQ booth at the same show, the two booths cannot be adjacent to one another;
- Booths representing different TruIQ brands cannot be adjacent to one another (reasonable efforts);
- Associates cannot contract or participate in an event for more than 24 days in a calendar year – regardless of whether these days are consecutive or not (e.g., an Associate can participate in the entire 24-day Texas State Fair, a one-day-a-week Farmers Market for 24 weeks each calendar year, etc.);
- Associates may not enter into contracts for two or more events that have overlapping days;
- Any displayed or advertised prices must be full retail (catalog pricing). Unpublished discounts can only be offered to customers on an individual, verbal basis;
- The booth must be a ‘rentable’ space at a temporary event not organized by any TruIQ Associate without prior written approval;
- If a temporary event is taking place within a retail/service establishment (e.g., a mall), in addition to the preceding conditions, the event must be managed by, and the agreement entered into must be with, an event management company and not the retail establishment owner, agent and/or management company (e.g., a mall kiosk for the purpose of selling product cash-and-carry would not be allowed, regardless of the duration);
- Only current TruIQ Associates in good standing are authorized to contract for booth space at a show or event. The contract is between you as an Associate and the Event Sponsor. TruIQ is not, and may not be made, a party to a contract between you and an event organizer, nor will TruIQ be liable for any disputes that arise between you and an event organizer or between you and another TruIQ Associate.

While most events would be best served by having a single TruIQ Associate representing all brands at an event, the number of TruIQ brand booths allowed at an event will be determined between the TruIQ Associate(s) and event management, and not by TruIQ.

## **International Fairs and Shows Policy**

Only TruIQ Associates who have signed a Country-Specific Distribution and/or Sponsorship Agreement AND who are RESIDENTS of that country (regardless of their citizenship) and are in good standing with TruIQ Intl., are allowed to enter into agreements and/or contracts with a fair, show, or other temporary sales event in that country. You may not take products across international borders with the intention of selling them.

## **OPERATING YOUR TRUIQ BUSINESS**

### **PRODUCT SALES**



To be eligible for bonuses, commissions, and advancement, you must meet the Personal Volume (PV), Group Volume (GV), and Team Volume (TV) requirements associated with your rank in the Compensation Plan.

## **SALES RECEIPTS**

You are required to provide your retail customers with two (2) copies of an official TruIQ sales receipt at the time of the sale and you must retain these sales receipts, and make them available to TruIQ upon request, for a period of two (2) years.

## **ORDERING**

### **Placing Orders**

You must place orders through your Associate Team Office;. Individual customers may also place orders through your Personal Website. TruIQ does not allow customers to place orders directly through the corporate website.

### **Party Orders**

Customer orders gathered at a TruIQ party (if applicable) must be placed through your Team Office; or through your Personal Website. These party orders will be shipped to you or your customer. If sent to you then products must be delivered to customers within five (5) days of you receiving them.

### **Individual Customer Orders**

Customers may order TruIQ products from you through your Personal Website if you choose to have one, or these orders may be placed by you through your Associate Team Office;.

## **Shipping**

### **Shipping Costs**

Shipping costs may be posted in the Team Office; and may be subject to changes. All shipping costs will display at time of order.



## **APO/FPO Addresses**

In compliance with Department of Defense regulations, TruIQ will ship orders to certain APO/FPO addresses through the Military Postal Service (MPS). TruIQ will not deliver to all zip codes, due to limitations with climate and transportation logistics. The list of approved ship-to APO/FPO zip codes may be posted to the Resources tab in your Team Office;.

Specific restrictions and requirements apply with APO/FPO shipments: items shipped through the MPS may not be resold, and MPS addresses may not be set as the default address when prohibited. The improper use of the MPS defrauds U.S. taxpayers, is financially prohibitive for the company, and could result in the loss of MPS privileges to all service members within a country. All Associates are responsible for complying with MPS regulations at all times.

## **Shipping Times and Back Orders**

TruIQ will make every effort to ship products within ten (10) business days from the date an order is received. If items are not in stock, they will be placed on back order and shipped when TruIQ receives them. These back-ordered items will be noted in your Team Office; as *Shipped Partial* in the Status column. If back-ordered items are not expected to ship within thirty (30) days, TruIQ will notify you and/or your customer. You will be charged for and receive PV on back-ordered items unless the product has been discontinued. Alternatively, you may cancel back-ordered items and request a refund, receive a credit to your account, or request replacement merchandise. If a refund or credit on your account is requested, your PV will be decreased by that amount in the same month the refund or credit is issued.

## **What Should You Do When a TruIQ Shipment Arrives?**

When you receive a shipment from TruIQ, it is your obligation to conduct an inventory and confirm that the product received matches the product listed on the shipping invoice and is free of damage. Failure to notify TruIQ of any shipping discrepancy or damage within ten (10) business days of confirmed delivery of shipment will cancel your right to request a correction.

## **Holding or Manipulating the Timing of Orders**

You may not hold or manipulate the timing of product purchases. All orders must be submitted to TruIQ within five (5) days from the date the order was given to the Associate.





## **SPONSORING**

Associates have the right to sponsor and enroll others into TruIQ by helping them successfully complete an Associate Application and Agreement as outlined in Section 3.

### **No Change of Sponsor**

To protect the integrity of all downline organizations, TruIQ does not allow voluntary changes in sponsorship except under exceptional circumstances. Please consider carefully before enrolling. Other regulations pertaining to Sponsor changes can be found in Section 13. TruIQ reserves the right to charge a reasonable cost to the Associate for changing sponsorship related to any of the circumstances listed in this section.

### **Responsibilities of a Sponsor**

If, in the opinion of TruIQ, you are failing to train, recognize, inform, and/or motivate a frontline Associate, or you fail to comply with any applicable Policy, TruIQ may, at its sole discretion, opt to suspend your account or freeze your commissions until a resolution can be achieved. For more information on your responsibilities as a Sponsor, see Section 5.3.

### **Can a Minor Enroll in TruIQ?**

You may not recruit or enroll a person who is recognized as a minor in his or her state of residence. It is your responsibility to know the age of majority (or adulthood) in the states in which you sponsor other Associates.

### **Marketing the Business Opportunity: Limitation on Recruiting Efforts**

You may not offer any monetary inducement to encourage others to join your TruIQ team. This includes, but is not limited to, offers to pay for new recruits' Starter Kits, offers of free product or gifts, and offers to provide incentives if new recruits reach milestones within a certain time period. The initial transaction to become a TruIQ Associate (i.e., purchasing a Starter Kit) must be a stand-alone transaction between TruIQ and the prospective Associate and cannot be linked to any future performance, milestones, or promises.



## ONE TRUIQ BUSINESS PER ASSOCIATE AND PER HOUSEHOLD

As an Associate you are allowed to operate, own, have an interest in, or receive compensation from only one (1) TruIQ business (but can include as many TruIQ brands as you'd like). Furthermore, individuals from the same unit (husbands and wives or common-law couples — collectively *spouses* — and dependent children living in the same household) may not have an interest in more than one (1) TruIQ business.

If spouses choose to operate a TruIQ business, they must be jointly sponsored as one (1) TruIQ business. Spouses, regardless of whether one (1) or both sign the Application and Agreement, may not own, operate, or participate in (either directly or indirectly) any other TruIQ business. Spouses may jointly operate one (1) TruIQ business without submitting a Business Entity Form. All other business partnerships must submit a Business Entity Form (see Section 5.2.1).

The only exceptions TruIQ will consider to this policy are a) if two (2) existing TruIQ Associates marry, or b) in the case of an Associate receiving an interest in another TruIQ business through inheritance. Exceptions will be considered on a case-by-case basis and must be submitted in writing to [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com).

### Actions of Household Members or Affiliated Individuals

If a member of your immediate household engages in activities that violate the Agreement (including these Policies), you will be in violation of the Agreement, and TruIQ may take disciplinary action against you.

Similarly, in the case of a TruIQ Business Entity, if any individual associated with that entity violates the Agreement, these actions will be deemed a violation by the entity and TruIQ may take disciplinary action against the entity.

## BUSINESS PURSUIT INSURANCE

You may wish to secure insurance for your business. Neither your homeowner policy nor your automobile 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. This can often be accomplished with a *Business Pursuit* endorsement attached to your present homeowner and automobile policies.

## PRODUCT LIABILITY COVERAGE

TruIQ maintains insurance to protect the Company and Associates against product liability claims. TruIQ's insurance policy contains a *Vendors Endorsement*, which extends coverage to Associates, as long as they are marketing TruIQ products in



accordance with Company Policies and applicable laws and regulations. TruIQ's product liability policy does not extend coverage to claims or actions that arise because of an Associate's misconduct in marketing the products.

## **PAYMENT**

### **INSUFFICIENT FUNDS**

It is your responsibility to ensure there are sufficient funds or credit available in your account to cover orders you submit. If funds or credit are not available, the system may not accept your order. If your Smart-Ship order is declined, and substitute payment is not received within the commission cycle, the Smart-Ship will not process, and you will not receive volume credit for that commission cycle and may be declared inactive.

### **RETURNED CHECKS**

In the event your bank returns a check for insufficient funds, TruIQ may contact you to obtain a credit or debit card to cover the payment. A returned-check fee may be added to the order amount. TruIQ reserves the right to require that future orders be paid by credit card, money order, or cashier's check. Any unresolved or outstanding balance owed to TruIQ will be withheld from your bonus and commission payments.

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

You are not allowed to permit other Associates or customers to use your credit or debit card, or permit debits to your checking account(s) to enroll in or make purchases from TruIQ without specific permission and guidance from TruIQ. If permission is granted and Associates do not follow the specific guidelines outlined, then the Associate is responsible for all charges related to the third-party use of permissible payment methods. Using someone else's credit card without their express, written permission is prohibited and may be grounds for involuntarily cancellation of an Associate account.

## **SALES TAXES**

The TruIQ program has been designed to free you from as many administrative and operational tasks as possible. Currently, TruIQ requires you to remit sales



taxes, keep sales tax records, and file sales tax reports. You will be notified if TruIQ changes its tax collection methods.

The taxability of products and sales tax rates differ by state; and local taxes (county, municipality, and other tax districts) further complicate the picture. This could result in a disparity between what TruIQ charges you, and what you in turn charge your customer, depending on the location of the sale and where the order is shipped.

Be prepared to provide records of the date of sale, state, county, city, and rate of tax where shipped and total retail sales. It is your responsibility to know what products are taxable and at what rate based on where products are sold and/or shipped. If you have questions regarding taxability and rates, contact your state or local department of revenue.

The only instance where sales tax does not need to be collected is when the nonprofit organization purchases product for its own use as an enrolled Associate and upon completing and submitting the proper tax-exempt documentation to TruIQ to be recognized as a tax-exempt business. Associates seeking tax-exempt status should email their nonprofit's sales tax permit/resale certificate and any other documentation certifying their tax-exempt status directly to [Support@TruIQGlobal.com](mailto:Support@TruIQGlobal.com).

## **WARRANTIES, GUARANTEES, RETURNS, AND REPURCHASES**

### **30-DAY SATISFACTION GUARANTEE**

TruIQ offers a 30-Day Satisfaction Guarantee to all customers for any reason. As an Associate, you are bound to honor this guarantee. If a customer is dissatisfied with any TruIQ product, the customer may return the product to you, within thirty (30) days of purchase, for a replacement or exchange. See Section 9.4 below for additional information.

As an Associate, you are limited in the amount of product you can exchange solely for dissatisfaction to 100 PV points for each TruIQ brand in a calendar year. If you wish to return such merchandise exceeding the above amounts set forth per brand, the return will be classified as an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms of Section 9.3, and your Associate Agreement shall be cancelled unless you have received prior written approval from TruIQ. Please see Sections 9.4.1 and 9.4.2 below for specific return procedures.

## **RETURN OF INVENTORY AND SALES AIDS BY ASSOCIATES**



If your Associate Agreement is cancelled, you may return sales aids (including TruIQ Store items) and inventory that you are unable to sell or use for a refund, as long as they are in resalable condition (see Resalable in Section 15 – Definitions). After TruIQ receives the product and/or sales aids, and confirms that they are in resalable condition, you will be reimbursed 90 percent of the original purchase cost, less shipping charges, and less any commissions, bonuses, rebates, or other incentives you've received and that are associated with the returned merchandise.

## **Return / Refund Exception for Montana Residents**

TruIQ currently does not accept Associate or Preferred Customer enrollments for Montana. All other return or refund policies applying to retail customers may apply to retail purchases for any residents of Montana if not prohibited by Montana law.

## **PROCEDURES FOR EXCHANGES AND REPLACEMENTS**

### **Definitions:**

- **Exchange:** A product that is resalable that you (or your customer) are exchanging for a like product. For more information, see Section 9.1 regarding the 30-Day Satisfaction Guarantee.
- **Replacement:** A defective or damaged product being returned for warranty reasons.

## **Customer Exchanges or Replacements**

TruIQ would prefer customers work through their Associates to handle all customer exchanges and/or replacements. Customers who do not have, or cannot locate, their Associate should contact Associate Support for assistance.

## **Associate Exchanges**

Product being returned for an exchange must be in resalable condition as defined in Section 15 – Definitions.

- You must be the Associate who originally purchased the merchandise from TruIQ to exchange it.
- You must pack the items in proper shipping carton(s) and packing materials and ship to TruIQ.

- For an exchange, you (or your customer) are responsible for the shipping cost to return product to TruIQ.
- For each exchange, you must contact Associate Support and provide the following information: the Associate ID number; the order number; the name of the guest/customer who ordered the product; a copy of the original, dated sales receipt; the address to ship the exchanged product to; and information on what you are exchanging the product for.
- The risk of loss or damage in transit shall be borne by you, and if a return carton is lost, it is your responsibility to trace the package.
- If you are returning merchandise to TruIQ that was returned to you by a customer, TruIQ must receive that product(s) within ten (10) days from when you received the merchandise from your customer and a copy of the original sales receipt must be included with it.
- Once TruIQ receives the product(s), the exchange product(s) will be shipped to you.

## **Associate Replacements**

The following procedures apply to all replacements by an Associate, whether the replacement is on behalf of their customer or for the Associate:

- You must be the Associate who originally purchased the merchandise from TruIQ to return it.
- Contact Associate Support and provide the following information to assist in entering a Replacement Order: the Associate ID; the order number; the name of the guest/customer who ordered the product; a description of the product defect; and an address where the replacement should be shipped to.
- Associate Support will enter the Replacement Order and ship the replacement product.). If a prepaid label is not included, it will not be necessary to return the defective product. On replacements where returning the defective product is required, TruIQ may require that a temporary debit be placed against your Product Credit Account until the defective product is received by TruIQ, at which time this debit will be removed. If the product hasn't been received within thirty (30) days, the value of the product may be deducted from your commission.
- Pack the items in proper shipping carton(s) and packing materials. Place the prepaid label on the box and take to your nearest shipping location. TruIQ recommends using a trackable service. In each return, you must include a copy of the original, dated retail sales receipt.
- The risk of loss or damage in transit shall be borne by you, and if a return carton is lost, it is your responsibility to trace the package.
- If you are returning merchandise to TruIQ that was returned to you by a customer, TruIQ must receive that product(s) within ten (10) days from when you received the merchandise from your customer and a copy of the original sales receipt must be included with it.



## **BONUSES AND COMMISSIONS**

Commissions will be deposited in Associates' Pay Portals according to the schedule of payments as outlined in the TruIQ Compensation Plan. New Associates will receive information on how to set up their Pay Portal account within two (2) weeks from enrolling or as needed upon receiving commissions.

## **COMMISSION QUALIFICATIONS**

You must be an active Associate and in compliance with the Agreement to qualify for bonuses and commissions. TruIQ pays commissions, in accordance with the Compensation Plan and your personal sales activity. There is no minimum sales requirement to receive commission on your sales.

## **BONUS QUALIFICATIONS**

TruIQ pays leadership bonuses, in accordance with the Compensation Plan, on the commissionable volume of your downline organization. For you to qualify for these bonuses, you are required to produce at least 100 points per month in Personal Volume (PV).

It is your responsibility to lead your downline organization and set a proper example in all aspects of running your TruIQ business: personal sales and party promotion; sponsoring; downline training, development, and nurturing included but not limited to returning calls, emails, and requests from your downline organization; and the manner in which you run your business and conduct yourself. If it is deemed by TruIQ that you are not fulfilling these responsibilities, you may lose your rights to receive commissions from sales generated through your downline organization, or, at its sole discretion, TruIQ may opt to terminate your account.

## **ADJUSTMENT TO BONUSES AND COMMISSIONS FOR RETURNED PRODUCTS**

As an Associate, you receive bonuses and commissions based on the actual sales of products to customers sold by your downline organization. If a product sold by someone in your downline organization is returned to TruIQ for a refund, the bonuses and commissions you earned on that sale will be deducted from your earnings in the month the refund is given (and if necessary, continuing every month thereafter until the commission is recovered). If you cancel your Associate Agreement with a balance still being owed to TruIQ, that outstanding balance will be deducted from any monies owed to you upon your cancellation as described in Section 9.



## **UNCLAIMED PRODUCT CREDITS AND COMMISSIONS**

If your Associate Agreement is cancelled for any reason (voluntary or involuntary), any product credits you have in your account will be forfeited. Unclaimed commissions will be forfeited after 60 days.

## **ONLINE ACTIVITY REPORTS**

While TruIQ earnestly strives to ensure all information provided to you by the Company in online reports is accurate and reliable, due to variables and factors beyond TruIQ's control, TruIQ, or anyone creating or transmitting the information, does NOT guarantee the information to be wholly accurate.

All sales volume information is provided as is without warranties, express or implied, or representations of any kind whatsoever. In particular, but without limitation, there shall be no warranties of merchantability, fitness for a particular use, or non-infringement.

To the fullest extent permissible under applicable law, TruIQ and/or other persons creating or transmitting the information will in no event be liable to any Associate or anyone else for any direct, indirect, consequential, incidental, special, or punitive damages that arise out of the use of or access to sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if TruIQ 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, TruIQ or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability, or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

## **PROHIBITED ASSOCIATE ACTIVITIES**

### **BONUS BUYING**

Bonus-buying activities are fraudulent and constitute a material breach of your Associate Agreement.

Bonus buying includes:

- The enrollment or attempted enrollment of an individual or entity as an Associate without their knowledge or consent.





- The enrollment or attempted enrollment of non-existent individuals or entities as Associates (this means you may not enroll a deceased or fictitious person or a fictitious business entity as an Associate).
- You may not use your credit card to enroll another TruIQ Associate under you or anyone else. You must be able to prove that anyone signing up as a recruit under you did so with full knowledge and understanding of the terms of the Associate Agreement.
- You may not offer to pay for all or any portion of a recruit's enrollment, nor may you offer gifts, incentives, or anything of monetary value in exchange for enrolling. Once a recruit has joined your team, you are free to offer them incentives to encourage behavior, but not before they enroll. Working with a Host to enroll, and then transferring the benefits they receive from the party to start-up Associate benefits, is acceptable.
- Orders on another Associate's account outside of the permission of TruIQ (regardless of who ends up with the product), in a manner that results in you qualifying for a rank advancement or achieving an incentive trip, reward, or recognition.
- You must be able to demonstrate at least 70 percent of your total monthly Personal Volume (PV) is sold to customers outside your household, and/or have at least five (5) customers outside your household place orders each month. If you are building up inventory for a show or event, this is allowed as long as you can provide TruIQ evidence of the show/event upon request.

TruIQ regularly audits rank advancements, promotions, and incentive trips to identify instances of bonus buying. TruIQ must be vigilant in ensuring that orders are placed on behalf of TruIQ customers through their Associates. Failure to comply with any of the Bonus Buying policies listed above jeopardizes TruIQ under federal regulations prohibiting pyramid schemes. If you participate in any of these activities, you are putting both your own TruIQ business and others at risk!

## **FRAUDULENT BEHAVIOR**

Associates and others you work with are obligated to deal fairly and honestly with your customers. If an Associate's interactions are dishonest or fraudulent in any way, including but not limited to accepting customer payment but failing to place or deliver orders, they will be immediately suspended. In such situations, TruIQ's top priority is to work promptly with the suspended Associate's upline leader, others involved, and/or the customer directly, to quickly fulfill customer orders and commitments. Once all customers are made whole, TruIQ will turn its attention to investigating the fraudulent behavior and recovering its losses. If the investigation confirms fraudulent behavior, the suspended Associate's Agreement with TruIQ will be permanently cancelled and all pending compensation checks will be held and the value of the replaced product(s), as well as applicable shipping and service charges will be deducted. Where appropriate, these individuals will be turned over to legal authorities. If you become aware of fraudulent behavior, please contact TruIQ at [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com).



## **INVENTORY PURCHASES**

The TruIQ program is designed so that you do not need to invest in and stock inventory for resale purposes. As such, you are prohibited from purchasing more than \$1,000 per month in products, unless you can certify to TruIQ that you have pending retail orders more than \$1,000 or provide TruIQ with other business reasons why such a purchase is necessary. This \$1,000 limit is accumulated across all TruIQ brands.

## **USING INCOME CLAIMS IN RECRUITING EFFORTS**

In your recruiting and sponsoring efforts, you may not make specific claims to demonstrate the earning potential of TruIQ or party plan/direct selling opportunities by sharing your own earning information or sharing the earning information or testimonials of other Associates. Not only can this activity be counterproductive, there are both federal and state laws that regulate, and even prohibit certain types of income claims and testimonials made by people engaged in direct selling.

When you are discussing the TruIQ opportunity or Compensation Plan with a prospective Associate, you may not make income projections or income claims or disclose information about your personal TruIQ income. You may use hypothetical income examples to help each person understand how the Compensation Plan operates as long as 1) you make clear to the prospective Associate(s) that the earnings example is purely hypothetical; and 2) you provide each prospective Associate a copy of TruIQ's official income disclosure statement. If TruIQ has not published or made available an official income disclosure statement, you may not use hypothetical income examples.

### **Indemnification**

You are fully responsible for all verbal and written statements made regarding TruIQ products and/or the Compensation Plan that are not expressly contained in official TruIQ materials. You agree to hold TruIQ, TruIQ leaders, officers, employees, and agents harmless from any liability as a result of any unauthorized representations or actions by you. This provision shall survive the termination of the Associate Agreement.

## **CONFLICTS OF INTEREST**

### **Participation in Other Direct Selling Ventures**



TruIQ Associates, and members of their immediate household, may participate in other direct selling ventures (including party plan, network marketing, and other companies deemed direct sellers). However, they may not promote other companies or products together with TruIQ products or brands (i.e. cross-market). For example, they may not conduct parties, place car advertisements, or have TruIQ dedicated social networking accounts or webpages which advertise both a TruIQ brand and a non-TruIQ brand. If they have a personal social networking account that is not dedicated to the promotion of your TruIQ business, it is within policy for them to mention TruIQ alongside your other business ventures.

## **Associates Selling to Other Associates**

As a TruIQ Associate you, or members of your immediate household, are not allowed to sell any products or services to other TruIQ Associates when such products are related in any way to the conducting or maintaining of a TruIQ business. This policy does not include the selling of authentic TruIQ products. Additionally, you are not allowed to use TruIQ information, events, websites, or assets to sell non-TruIQ products to TruIQ Associates. If any disputes arise due to Associates selling authentic TruIQ products to one another, TruIQ will not be involved in resolving the dispute and the Associates realize that they choose to buy or trade from one another at their own risk.

## **Non-Solicitation / Cross Promotion**

Subject to compliance with Section 11.5.1 above, TruIQ Associates, and members of their immediate household, may participate in other direct selling ventures (including party plan, network marketing, and companies deemed direct sellers); however, if they elect to participate in another such business, they are prohibited from Unauthorized Recruiting as described below:

- They may not attempt to recruit or enroll TruIQ Associates for other direct selling business ventures directly or through a third party. This includes presenting or assisting in the presentation of other business opportunities, or implicitly or explicitly encouraging any TruIQ Associate to join other business ventures;
- They may not offer literature, CDs/DVDs, promotional materials or product (or samples) from another direct selling business to TruIQ Associates;
- They may not sell non-TruIQ products or services to TruIQ Associates;
- They may not offer TruIQ products or promote the TruIQ Compensation Plan in conjunction with any non-TruIQ products, services, business plan, opportunity, or incentive.

## **Online Reports and Information**



TruIQ will make available to you through your Associate Team Office® information and reports (e.g., downline reports, order history reports, contact lists, etc.) needed to run and grow your TruIQ business. All Team Office® information and reports are confidential and are classified as proprietary information and business trade secrets exclusively belonging to TruIQ.

This information is made available to you in the strictest confidence and for the sole purpose of assisting you in working with your downline organizations in the development of your team and your business. When working with this information, you agree that you will not:

- Directly or indirectly disclose any information contained in any online TruIQ report to any individual, partnership, association, corporation, or other entity;
- Directly or indirectly disclose, to any individual, partnership, association, corporation, or other entity, the password or other access code to your Associate Team Office®;
- Use the information contained within your Associate Team Office® or on a report to compete with TruIQ or for any purpose other than promoting or supporting your TruIQ business; or
- Recruit or solicit any TruIQ Associate listed on any downline report for another direct selling venture, or in any manner attempt to influence or entice any Associate to alter his or her business relationship with TruIQ.

## **Associate Relationships with Employees**

No Associate may reside in the same household nor be the spouse or domestic partner of a TruIQ employee. For purposes of this Section, “same household” means people residing in the same dwelling, regardless of relation, and includes spouses or domestic partners even if the spouse/domestic partner resides at a different dwelling.

## **Outside Employment**

A person who is a principal of another direct selling company, or a person with a member of his/her immediate household who is a principal of another direct selling company, shall not be permitted to be Associates or to become Associates. For the purposes of this section, “principal” shall mean any director, officer, executive, sole proprietor, general partner, or owner of 10 percent or more of any outstanding stock in any business entity that conducts sales through a direct sales channel, or controls or is under common control with any business entity that conducts sales through a direct sales channel. TruIQ reserves the right to limit participation in TruIQ events if Associate or a member of his or her immediate household is an employee of another direct selling company.



## TARGETING OTHER DIRECT SELLERS

TruIQ does not condone consciously targeting the sales force of another direct sales company for recruiting purposes, nor does TruIQ condone the solicitation of sales representatives from another direct sales company in ways that would cause these representatives to violate the terms of their contracts with their companies. Should you engage in these activities, you risk being sued by these other direct sales companies and if any lawsuit, arbitration, or mediation is brought against you, TruIQ will not pay any of your defense costs or legal fees, nor will TruIQ indemnify you for any judgment, award, or settlement.

## CROSS SPONSORING

Cross sponsoring occurs when an Associate knowingly enrolls (or attempts to enroll) another Associate or a former Associate under him/her when that Associate is enrolled in a different line of sponsorship, or the former Associate was enrolled in a different line of sponsorship within the past six (6) months. This behavior is strictly prohibited. The use of any real or fictitious name, identification, or ID number to circumvent this policy is considered fraudulent behavior and will not be tolerated.

Additionally, you are not allowed to demean, discredit, or defame other TruIQ Associates to entice another Associate to become part of your downline organization.

If you discover cases of cross sponsoring, you must immediately report this activity to TruIQ at [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com). When cross sponsoring occurs, it is TruIQ's right to take disciplinary action against the offending Associate, as well as any Associates who encouraged or participated in cross sponsoring in any way. TruIQ may also choose to restore or move all or part of the offending Associate's downline back to his or her original downline organization at its sole discretion. Associates involved in cross sponsoring waive all claims and causes of action against TruIQ relating to the disposition of the cross-sponsored Associate's downline organization.

## NEGATIVE AND DISPARAGING REMARKS

While TruIQ welcomes constructive input from its Associates, negative comments and remarks made by Associates about TruIQ, its products, or Compensation Plan, however, serve no purpose other than to sour the enthusiasm of other TruIQ Associates. For this reason, you must not disparage TruIQ, other TruIQ Associates, TruIQ's products, the Compensation Plan, or TruIQ's board of directors, officers, or employees. If you disparage any of these parties, it is



considered a material breach of your Associate Agreement and you will be subject to disciplinary action. See Section 12.

## **MAKING CLAIMS REGARDING GOVERNMENT APPROVAL OR ENDORSEMENT**

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

## **CLIENT INFORMATION**

Your client database is to be used solely for the purpose of running your TruIQ business; it may not be sold, copied, and/or distributed to any person, Associate, or company for any reason. TruIQ may use your client database in connection with marketing and sales promotions related to your business, the TruIQ opportunity, or other TruIQ promotions.

## **USE OF NONPUBLIC INFORMATION**

No TruIQ Associate may act on, or benefit in any way from, any information about TruIQ, or its future plans, to pursue any aspect of the Associate's business prior to the public announcement of such information by TruIQ. Such information may include, but is not limited to, any information gained through relationship, conversation, or communication with TruIQ employees, directors, or corporate officers, and includes all information that has not been publicly announced. Any actions taken prior to a public announcement will be deemed to be a violation of the Associate Agreement and subject to disciplinary proceedings as defined in Section 12 of this agreement, including cancellation of your Associate status. For further clarification, please see the definition of Public Announcement and Nonpublic Information in Section 15 of this document.

## **DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

## **DISCIPLINARY SANCTIONS**

If you are found in violation of your Associate Agreement or these Policies and Procedures, or if TruIQ determines that you have engaged in or are engaging in any illegal, fraudulent, deceptive, or unethical business conduct, you may be subject, at TruIQ's discretion, to one or more of the following corrective measures:



- A written warning or admonition;
- A requirement that you take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission payments;
- Loss of rights to one or more bonus and/or commission payments;
- Suspension of your Associate Agreement for one or more pay periods;
- The removal of a frontline Associate and their downline organization from your downline organization;
- Involuntary cancellation of your Associate Agreement; or
- Any other measure allowed within any portion of the Agreement, or which TruIQ deems appropriate, to equitably resolve injuries caused wholly or in part by your policy violation or contractual breach.

TruIQ may withhold from you all or part of your bonuses and commissions while the Company is investigating any potential or alleged misconduct. If your TruIQ business is cancelled for disciplinary reasons, you will not be entitled to any commission or bonus withheld during the investigation period. TruIQ may institute legal proceedings for monetary and/or equitable relief at its sole discretion.

## **RESULTS OF SUSPENSION OR CANCELLATION**

If an Associate has been cancelled or suspended, they must cease to sell TruIQ products, including stock on hand. The Associate may not participate in any parties, fairs, or shows, including those scheduled prior to suspension or cancellation, during the period of suspension or cancellation. Once the suspension has expired, or the cancelled Associate has been reinstated, they may resume all selling activities. If you are cancelled, you may return unused goods subject to Section 9 of this agreement.

## **GRIEVANCES AND COMPLAINTS**

If you have a grievance or complaint with another Associate regarding any practice or conduct in relationship to TruIQ or your TruIQ business, you must first report the problem to your Sponsor, who is obligated to review the matter and make an earnest and meaningful attempt to resolve it with the other party's upline Sponsor and/or leader. If the matter cannot be resolved, it must be reported, in writing, to Compliance, who will review any facts and claims and will work to resolve the situation.

## **ALTERNATIVE DISPUTE RESOLUTION**

Any dispute or claim arising from or relating to the Agreement (including these Policies and Procedures), or any other claim or grievance against TruIQ in any



form whatsoever, including, but not limited to, economic losses, personal injury, or property damage, will be subject to mediation at TruIQ's corporate address using a neutral mediator of TruIQ's choosing. If TruIQ and the Associate are unable to resolve their dispute through mediation, TruIQ and the Associate will be subject to final and binding arbitration to be held in Salt Lake City, Utah.

The arbitration will take place before a panel of three (3) arbitrators to be selected as follows: The Associate shall select one arbitrator, TruIQ shall select one arbitrator, and the selected arbitrators will select the third arbitrator. The third arbitrator shall be an attorney. The party initiating the arbitration will identify its arbitrator in its written demand for arbitration to the other party. The other party shall identify its arbitrator within five (5) days of receipt of the notification of intent to arbitrate, and the third arbitrator must be selected within five (5) days of the appointment of the second arbitrator. TruIQ shall pay the fees of its selected arbitrator, the Associate shall pay the fees of his/her selected arbitrator, and TruIQ and the Associate shall pay equal shares of the third arbitrator's fees. The dispute will be subject to rules of arbitration agreed upon by the majority vote of the arbitrators and will be communicated to the party within ten (10) days after the arbitration panel has been completed.

The prevailing party in any arbitration proceeding shall be entitled to receive from the losing party all costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrators shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The decision of the arbitrators shall be final, and there shall be no right to appeal such decisions in any court or judicial system. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent TruIQ from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect TruIQ's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

Additionally, any dispute you have with TruIQ for any act or omission relating to or arising from this Agreement, must be brought within one (1) year from the date of the alleged misconduct and by accepting this Agreement, you waive all claims that any other statute of limitation applies.

Further, by accepting this Agreement you agree and covenant not to file suit against TruIQ, any of its affiliates, subsidiaries, officers, directors, or employees for any claim or grievance you may have arising from your status as an Associate of TruIQ.

## **GOVERNING LAW, JURISDICTION, AND VENUE**





Jurisdiction and venue of any matter not subject to arbitration shall reside in Salt Lake County, in the state of Utah unless the laws of the state in which you reside 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 Utah shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which an Associate resides expressly require the application of its laws.

## **DOWNLINE LOSS, ACCOUNT CANCELLATIONS, RESTORATIONS, AND REINSTATMENTS**

### **EFFECTS OF VOLUNTARY OR INVOLUNTARY CANCELLATION**

As long as you remain current and comply with the terms of the Associate Agreement and these Policies and Procedures, TruIQ will pay you bonuses and commissions in accordance with the Compensation Plan. Your bonuses and commissions constitute the entire reward for your efforts in generating sales and all activities related to generating sales — including building and nurturing your downline organization.

If your Associate Agreement is voluntarily or involuntarily cancelled, you will receive bonuses and commissions only for the last full pay period prior to the cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). Upon the cancellation of your Associate Agreement, you shall be deemed to have waived all of your rights, title, claim, or interest to the downline organization that you operated, and to any leadership bonuses from the sales generated by that organization. Additionally, you will lose the right to represent TruIQ, the right to sell TruIQ products, and the right to receive future commissions, bonuses, or other income resulting from TruIQ activities.

### **LOSS OF DOWNLINE RESULTING FROM REQUEST BY A FRONTLINE ASSOCIATE BECAUSE A SPONSOR IS PARTICIPATING IN ANOTHER DIRECT SELLING COMPANY**

Because of actual or potential conflicts of interest and the difficulties in avoiding cross promotion (see Section 11.5.3), TruIQ may grant the request of an Associate's front-line who seeks to "roll-up" to that Associate's immediate upline when the company confirms that 1) the Associate, or member of her/his immediate household, alleged to be with another direct selling company is in fact participating in that company, and 2) the Associate, or member of her/his immediate household, has caused damage to the frontline Associate due to the relationship with the other direct selling company.



## **VOLUNTARY SUSPENSION**

If you can't meet TruIQ's minimum sales requirements for an extended period of time due to pregnancy, adoption, personal illness, care of a family member or natural disaster, you may upon approval by TruIQ to voluntarily suspend your Agreement for up to three (3) calendar months by contacting TruIQ's Compliance Department at [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com) to initiate the account suspension. You lose all Associate benefits and privileges during the suspension and no activity can occur (i.e., no orders; no commissions; no trips earned, etc.) during the voluntary suspension, but your downline, earned volume and title stays intact. Your status will revert to normal at the end of the third calendar month unless you reengage sooner by contacting TruIQ Associate Services at [Support@TruIQGlobal.com](mailto:Support@TruIQGlobal.com). You may use this benefit not more than once in every twenty-four (24) months and will be required to provide any requested documentation TruIQ asks to determine approval of the voluntary suspension.

If you are impacted by foreign military service assignments, please contact Associate Support, and your position with TruIQ can be held until your service is complete.

## **CANCELLATION DUE TO INACTIVITY**

Accounts that do not generate sales in at least one calendar year may be cancelled for inactivity. Cancellation for failing to meet these sales requirements will become effective on the first day of the month immediately following the year period.

### **Account Restorations**

Accounts cancelled for inactivity may only be restored with downline under extenuating circumstances and for good cause at the discretion of TruIQ. All restoration requests must be submitted to [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com). In all other circumstances, former TruIQ accounts may only be reinstated in accordance with provisions of Section 13.7.

## **INVOLUNTARY CANCELLATION**

Your violation of any of the terms of the Agreement, including any amendments that may be made by TruIQ at its sole discretion, may result in any of the sanctions listed in Section 12.1, including the involuntary cancellation of your Associate Agreement. Cancellation shall be effective on the date on which written notice is mailed, return receipt requested, to your last known address, or when you receive actual notice of cancellation, whichever occurs first.



TruIQ expressly reserves the right to cancel all Associate Agreements upon written notice if it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

## **VOLUNTARY CANCELLATION**

You have a right to cancel your Associate Agreement at any time, regardless of reason. Cancellation can be submitted to [Support@TruIQGlobal.com](mailto:Support@TruIQGlobal.com), or be sent to the corporate offices by mail/fax. Your notice must include your name, address, Associate ID number, signature and the current date. Emailed cancellations must come from the email listed on the Associate's main account and count as an electronic signature. All Associates Agreement cancellations will also execute cancellation of any outstanding Smart-Ship orders. Cancellation requests must provide at least (5) Business days for Associate Support to cancel any upcoming Smart-Ship orders otherwise Associates will be responsible for those orders released within the (5) business days prior to cancellation.

## **ACCOUNT REINSTATEMENTS**

Former TruIQ Associates that wish to begin again as a TruIQ Associate must apply to have their account reinstated by contacting [Compliance@TruIQGlobal.com](mailto:Compliance@TruIQGlobal.com). Accounts may only be reinstated for good cause and at the discretion of TruIQ. Accounts cancelled due to inactivity may be reinstated upon approval of the Compliance Department or re-enrolled without full reinstatement beginning the first day following the cancellation. Accounts cancelled for any other reason may be reinstated beginning the first day following the sixth month of cancellation. TruIQ reserves the right to modify downline or sponsorship on approved reinstatements.

## **CHANGE OF SPONSOR/PLACEMENT DUE TO ERROR**

In the event an error in placement was initiated by TruIQ Global, TruIQ Global will do all in its power to correct the error and make things right for all parties involved and to make sure proper sponsorship and placement are arranged as intended by the Associate who initiated the original enrollment.

In the event an error was initiated by an Associate or prospective (newly enrolled) Associate, TruIQ Global has provided a grace period allowing requests for change of sponsorship and placement up to 10 days if, and only if, the following requirements are met:

- There are no other Associate(s) in the Team Commission Tree placed under the Associate (new enrollee) seeking the move. In the case where



other Associates are already placed beneath the Associate seeking the move, TruIQ Global may still approve a move pending investigation of the lines of sponsorship. However, these occurrences are rare and will likely generate a fee.

- TruIQ Global has a justifiable reason to make the move.
- TruIQ Global is given the right to charge a reasonable fee to finalize the move. This fee must be paid.
- TruIQ Global has written proof and approval from all individuals affected by the change.

## **SURVIVABILITY, DAMAGES AND INDEMNIFICATION, AND JURISDICTION**

### **SURVIVAL**

It is specifically intended that Section 6, Section 11, Section 12.2, and Section 14 above survive the termination or cancellation of the Associate Agreement, regardless of the reason for the termination or cancellation.

### **DAMAGES FOLLOWING CANCELLATION OR TERMINATION**

You understand and agree that if you engage in any conduct prohibited by Section 6, Section 11, Section 12, or Section 14 (including, for example and not by way of limitation, selling or knowingly allowing another person to sell TruIQ products on an online retail store, or recruiting TruIQ Associates for other direct selling business ventures, or disparaging the TruIQ or TruIQ products) following termination or cancellation of your Associate Agreement that TruIQ Global, LLC will suffer damages which may be difficult or impossible to quantify. Therefore, you understand and agree that TruIQ Global, LLC shall have the right to seek and obtain injunctive relief, without the requirement of posting a bond, upon any violation or threatened violation of the terms of any part of Section 6 or Section 11 or Section 12 or Section 14 above, and you further agree that TruIQ shall have the right to recover the greater of TruIQ Global, LLC's actual damages, or the retail value of all TruIQ products provided to you and to your customers over the twelve (12) months immediately preceding the cancellation or termination of your Associate Agreement.

### **INDEMNIFICATION**

You understand and agree that if you engage in any conduct prohibited by Section 6, Section 11, Section 12, or Section 14 (including, for example and not by way of limitation, uploading a video that infringes the copyright of a third party, or disparaging a TruIQ competitor), such conduct may cause a third party to sue



TruIQ Global, LLC, You understand and agree that if TruIQ Global, LLC is ever a defendant in any lawsuit related to anything you have done (or anything you did not do when you had a legal obligation to act), whether your action (or inaction) or the lawsuit occurs before or after cancellation or termination of your Associate Agreement, you will defend TruIQ in any such lawsuit and indemnify TruIQ for any damages, costs, attorneys' fees, and losses of any kind incurred in connection with such lawsuit.

## DEFINITIONS

**Active Associate:** All downline Associates who earn 100 points or more in Personal Volume (PV) in a given month. TruIQ Associates begin every month being inactive. They become active each month when they earn 100 points in PV.

**Agreement:** The contract between the Company and each Associate that includes the Associate Application (including Terms & Conditions), the Agreement (including Policies and Procedures), the TruIQ Compensation Plan, and the Business Entity Registration Form (where applicable). These documents are collectively referred to as the Agreement.

**Bonus:** The compensation paid to an Associate for leadership activities and earned incentives, as provided in the TruIQ Compensation Plan.

**Cancellation:** The termination of an Associate's business. Cancellation may be either voluntary or involuntary as a result of non-renewal or inactivity.

**Commission:** The compensation paid to an Associate for the sales of commissionable TruIQ products as explained in the TruIQ Compensation Plan.

**Commissionable Products:** All TruIQ products on which commissions and bonuses are paid.

**Customer:** An individual who purchases TruIQ products through an Associate.

**Commissionable Volume (CV):** The TruIQ Global business model is built around the retail potential of our product. To maintain competitive pricing at the retail level and to ensure a profitable wholesale-to-retail margin for our Associates, we assign a point value to all products. The CV is the point value assigned to a TruIQ product. The compensation program is based on the accumulation of these points. TruIQ gives the maximum points possible to create the ideal balance between significant retail profits and substantial override income for our Associates. Every time product is sold, CV points are generated.

**Downline:** Your downline consists of Associates whom you have personally enrolled and of the Associates they have enrolled and so on. In the Binary Tree, your downline may also include Associates from Enrollers above you, who have elected to place an individual within your downline organization.

**Downline Organization:** See Team.



**Downline Report:** A real-time report generated by TruIQ and accessed through each Associate's Team Office® that provides critical data relating to the identities of Associates, sales information, and enrollment activity of each Associate's downline organization. This report contains confidential and trade secret information that is proprietary to TruIQ.

**Enrollment Tree:** The Enrollment Tree contains Associates who are directly related to a specific position and is unlimited in width. The 1st level is comprised of your personally enrolled Associates; the 2nd level consists of Associates that are enrolled by 1st level Associates; and continues through 9 Levels.

**Frontline:** All Associates in the first level of an Associate's Enrollment Tree. See Enrollment Tree.

**Generation:** The arrangement of the Enrollment Tree as explained in the Compensation Plan.

**Group:** An Associate and his or her entire downline.

**Household:** People residing in the same dwelling, regardless of familial relation.

**Immediate Household:** Heads of household, their spouses or significant others, and dependent members residing in the same house are all immediate household members.

**Leg:** Each downline Associate and their respective group represents one leg in your downline organization.

**Level:** The layers of Associates in a particular Associate's downline. This term refers to the relationship of an Associate relative to a particular upline Associate in the Binary Tree, determined by the number of individuals between Associates who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E; then E is on A's fourth level. See also Enrollment Tree/Compensation Plan for additional explanation.

**Nonpublic Information:** Any information related to TruIQ that has not been announced publicly by TruIQ. This includes, but is not limited to, information about new products, processes, equipment, territories or sales areas, business changes, products or product lines, personnel, intellectual property, and promotions.

**Personal Team Volume (PTV):** Is the total commissionable volume generated through the Associate's business center and the Associates he or she has personally enrolled. In other words, the sum of the Personal Team Volume (PTV) of all members of a team.

**Personal Volume (PV):** The value of all commissionable products sold to an Associate or to an Associate's customer(s) that meets the requirement for an Associate to achieve a status of "Active" and to be qualified for commissions as outlined in the Compensation Plan.



**Public Announcement:** Information shall be deemed to be publicly announced only if it has been released to the media through a press release by TruIQ, emailed to Associates directly from TruIQ, communicated to Associates through a Team Office® posting by TruIQ, or announced by an authorized TruIQ officer at an event sponsored and conducted by TruIQ, such as Convention, Boot Camp, World Tour, training phone calls, and Leader phone calls. Events sponsored by Associates, Leaders, etc., are not TruIQ events. Appearance of information on forums, even forums hosted on the TruIQ corporate website, does not constitute an official announcement.

**Personal Website:** Refers to the external facing Associate website offered by TruIQ as part of your registration fee. Also known as a “replicated website”.

**Registered External Website:** Refers to your own TruIQ approved external website (if you have one) or other TruIQ approved Web presence that is hosted on non-TruIQ servers and has no affiliation with TruIQ.

**Rank:** The monthly qualification level at which an Associate’s compensation will be determined. Rank changes (up or down) based on performance.

**Reinstatement:** The reactivation of an account that has been cancelled for any reason.

**Resalable:** Products and sales aids shall be deemed resalable if each of the following elements is satisfied:

- They are unopened and unused;
- Packaging and labeling has not been altered (including stickers/labels) or damaged;
- 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;
- Products must be included in the current version of a TruIQ catalog or are currently being sold through the TruIQ Store web site (Product-of-the-Month discounted, personalized items ordered from TruIQ Store, and products sold in packs containing multiple pieces with the package opened are not considered resalable); and
- Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item shall not be considered resalable.

**Restoration:** The reactivation of an account that has been cancelled due to inactivity in which the former downline and title of that account at the time of cancellation may be recaptured.

**Roll-Up:** The method by which a vacancy in a downline organization left by an Associate whose Associate Agreement has been cancelled or by a Sponsor becoming ineligible to retain downline may be filled.



**Sponsor:** An Associate who enrolls another Associate into the Company and is listed as the Sponsor on the Associate Application and Agreement. The act of enrolling others and training them to become Associates is called sponsoring.

**Registration/Starter Kit:** A selection of TruIQ training materials, product samples, and business support literature that each new Associate is required to purchase.

**Suspension:** Temporary removal of Associate privileges (ability to sell and/or recruit). Suspension can be voluntary or involuntary.

**Team:** An Associate and his or her downline.

**Termination:** Permanent removal of Associate privileges.

**Title:** The highest Rank achieved by an Associate to date (see Section 13.6). An Associate's title only changes by advancement.

**Upline:** This term refers to the Associate or Associates above a particular Associate in a sponsorship line upward all the way to the Company. Conversely stated, it is the line of Sponsors that links any particular Associate to the Company.