

Policies and Procedures

ADX MARKETING STATEMENT OF POLICIES *and* PROCEDURES

I. Corporate Mission Statement

ADX mission:

**“To Make a Difference in Peoples’ Lives Around the World,
through the Power of the Internet.”**

II. Introduction

1. The Policies and Procedures and the Compensation Plan are incorporated into and are a part of the Consultant Agreement.

These Policies and Procedures, in their present form and as amended at the sole discretion of ADX Marketing, Inc. (hereafter “ADX Marketing” or the “Company”), are incorporated into, and form an integral part of, the ADX Marketing Internet Marketing Consultant Agreement.

Throughout these Policies, when the term “Agreement” is used, it collectively refers to the ADX Internet Marketing Consultant Application and Agreement, these Policies and Procedures, the ADX Marketing Compensation Plan. These documents are incorporated by reference, into and part of the ADX Internet Marketing Consultant Agreement (all in their current form and as amended by ADX Marketing).

It is the responsibility of each Internet Marketing Consultant (hereafter “IMC” or “Consultant”), to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When referring or enrolling a new IMC, it is the responsibility of the enrolling Consultant to ensure that the applicant is provided with, or has online access to, the most current version of these Policies and Procedures and the Compensation Plan prior to his or her execution of the Consultant Agreement.

2. Purpose of Policies

ADX Marketing is a Technology/Sales company that markets its products and services through its Independent IMCs. It is important to understand that your own success and the success of your

fellow IMC's, depends on the integrity of the men and women who market our products and services.

To clearly define the relationship that exists between Consultants and ADX Marketing, and to explicitly set a standard for acceptable business conduct, ADX Marketing has established these Policies and Procedures.

ADX IMC's are required to comply with all of the Terms and Conditions set forth in these Policies, as well as all international; federal, state, provincial and local laws governing their ADX Marketing business, and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by this Agreement. Please review the information in this manual carefully. It explains and governs the relationship between you, as an independent contractor and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the ADX Marketing Compliance Department.

3. Changes to the Agreement

ADX is a global business; therefore, as federal, state, provincial and local laws, as well as the business environment, periodically changes, ADX Marketing reserves the right to amend these Policies and Procedures, the Compensation Plan, and its product prices at its sole and absolute discretion.

By signing the Consultant Agreement, a Consultant agrees to abide by all amendments or modifications that ADX Marketing elects to make. Amendments shall be effective 30 days after publication of notice that the Agreement has been modified.

Notification of amendments shall be published by the following method: posting on the Company's official web site at the Consultant's Back Office. The continuation of a Consultant's ADX Marketing business or a Consultant's acceptance of commissions and/or bonuses constitutes acceptance of any and all amendments.

4. Delays

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

5. Policies and Provisions Severable

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

as closely as possible.

III. Becoming a Consultant

1. Requirements to Become a Consultant

To become an ADX Marketing Consultant, each applicant must:

- a) Be at least 18 years of age;
- b) Reside in the United States, a U.S. Territory, with the exception of Montana*, or country that ADX Marketing has officially announced is open for business;
- c) Have a valid Social Security or Government Tax ID number, or the equivalent;
- d) Subscribe to the ADX Marketing Virtual Sales Kit (optional in North Dakota);
- e) Have a valid Government Photo ID on file;
- f) Submit a properly completed Consultant Application and Agreement;

* ADX currently does not accept Consultants from the state of Montana, U.S. or any countries that the U.S. government does not do business with.

2. Consultant Benefits

Once the Consultant Application and Agreement has been accepted by ADX Marketing, the benefits of the Marketing and Compensation Plan and the Consultant Agreement are available to the new Consultant. These benefits include the right to:

- a) Sell ADX products and services and earn commissions;
- b) Participate in the ADX Marketing Compensation Plan and receive bonuses and commissions, if eligible;
- c) Sponsor other individuals as Consultants into the ADX Marketing business and thereby, build a Marketing Team and progress through the ADX Marketing and Compensation Plan;
- d) Receive periodic ADX Marketing literature and other ADX Marketing communications;
- e) Participate in ADX Marketing sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable;
- f) Participate in promotional and incentive contests and programs sponsored by ADX Marketing for its Consultants.

3. Term and Renewal of Your ADX Marketing Business

The term of the Consultant Agreement is one year from the date of its acceptance by ADX Marketing (subject to reclassification for inactivity or cancellation pursuant to Section XVI below). Consultants must renew their Consultant Agreement each year by paying an annual renewal fee of \$59.95 USD on or before the anniversary date of their Consultant Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Consultant Agreement, the Consultant Agreement will be cancelled. Consultants may elect to utilize the Automatic Renewal Service (ARS). Under the ARS, the renewal fee will be charged to

the Consultants iCash (commission) account if there is a sufficient balance.

IV. Operating an ADX Marketing Business

1. Adherence to the ADX Marketing Policies and Compensation Plan

- a) Consultants must adhere to the terms of the ADX Marketing Policies and Compensation Plan as set forth in official ADX Marketing literature.
- b) Consultants shall not offer the ADX Marketing opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official ADX Marketing literature.
- c) Consultants shall not require or encourage other current or prospective customers or Consultants to participate in ADX Marketing in any manner that varies from the program as set forth in official ADX Marketing literature.
- d) Consultants shall not require or encourage other current or prospective customers or Consultants to execute any agreement or contract other than official ADX Marketing agreements and contracts in order to become an ADX Marketing Consultant.
- e) Consultants shall not require or encourage other current or prospective customers or Consultants to make any purchase from, or payment to, any individual or other entity to participate in the ADX Marketing Plan other than those purchases or payments identified as recommended or required in official ADX Marketing literature.
- f) Consultants may not make any income claims or promises, including references to stock ownership, as an incentive to join ADX Marketing.

2. ADX Representations (ADX Is A Sales Company)

ADX Marketing is a Sales Company that markets ADX Products and Services to the End User (Customers). It requires making sales to earn commissions. No Commission or Bonus is paid unless a sale is made. Making sales requires work, and is not easy. Therefore:

- a) Consultants may not represent ADX in any manner other than that described in the official ADX Marketing literature, as a Sales Company;
- b) Consultants shall not represent the ADX Marketing opportunity as an investment, with any sort of implied return;
- c) Consultants shall not represent that ADX Marketing offers a way to earn easy money, or a way to get rich quick;
- d) Consultants shall not represent themselves as being part of ADX Corporation. They shall only represent themselves as an Independent Marketing Consultant (IMC).

3. Commercial Outlets

Consultants may sell ADX Marketing products or services from a commercial outlet they own, or have approval from the owner.

Consultants may display or sell ADX Marketing products or literature in any retail or service

establishment they own, or have approval from the owner, as long as they are properly represented in accordance with this Agreement.

V. Advertising

1. General

All Consultants shall safeguard and promote the good reputation of ADX Marketing and its products and services. The marketing and promotion of ADX Marketing, the ADX Marketing opportunity, the ADX Marketing Compensation Plan, and ADX products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

2. Company Approved Marketing Materials

- a) To promote both the products and services, and the tremendous opportunity ADX Marketing offers, Consultants should only use the sales tools and support materials produced and approved by ADX Marketing and found in the consultants back office. The rationale behind this requirement is simple. ADX Marketing has carefully designed its products, services, Marketing and Compensation Plan, and promotional materials to ensure that each aspect of ADX Marketing is fair, truthful, substantiated, and complies with the vast and complex legal requirements of U.S. federal and state, provincial, local and international laws.
- b) If ADX Marketing Consultants were allowed to develop their own sales tools and promotional materials notwithstanding their integrity and good intentions, the likelihood that they may unintentionally violate any number of statutes or regulations affecting an ADX Marketing business is almost certain. These violations, although they may be relatively few in number, would jeopardize the ADX Marketing opportunity for all Consultants.
- c) Accordingly, Consultants must submit all sales tools, promotional materials, advertisements, videos, and other literature that they produce to the Company for approval. Unless the Consultant receives specific written approval to use such tools, the request shall be deemed denied.
- d) ADX Marketing does not permit the sale of marketing materials to other ADX Marketing Consultants. Therefore, Consultants who receive authorization from ADX Marketing to produce their own sales aids may not sell such material to any other ADX Marketing Consultant. Consultants may make approved material available to other Consultants free of charge if they wish, but may not charge other ADX Marketing Consultants for the material.
- e) ADX Marketing further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Consultants waive all claims for damages or remuneration arising from or relating to such rescission.
- f) Approved marketing materials are available for download from the Consultant back office of the ADX Marketing website.

3. Consultant Websites

If a Consultant desires to utilize an Internet webpage/ site to promote his or her business, he or she may do so through the Company's official website, using official ADX Marketing templates. Alternatively, Consultants may develop their own webpages, however, any Consultant who does so:

- (a) Must only use approved text of the Company's official website;
- (b) May not supplement the content of his or her website with text from any source other than authorized by the Company.
- (c) Consultants who develop or publish their own websites must submit their site(s) to the Company for review and receive written approval from the Company prior to the site(s) public availability.

4. Blogs, Chat Rooms, Social Networks, Online Auctions, Videos Sites, and other Forums

Consultants may use online blogs, chat rooms, social networks, online auctions sites, videos, or any other online forum to ethically market, sell, advertise, promote, or discuss ADX Marketing's products or services or the ADX Marketing opportunity as long as it does not violate the terms of these Policies and Procedures.

5. Domain Names

Consultants may not use or attempt to register any of ADX Marketing's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name without the express permission of the company.

6. Trademarks and Copyrights

ADX Marketing will not allow the use of its trade names, trademarks, designs, or symbols by any person, or entity, including ADX Marketing Consultants, without its prior, written permission. Consultants may not produce for sale or distribution any recorded Company events and speeches without written permission from ADX Marketing nor may Consultants reproduce for sale or for personal use any recording of Company produced audio or video presentations.

7. Intellectual Property

ADX Marketing will not allow the use, copying, and or reverse engineering, of ADX intellectual property, including software, systems, and its business model by any person, or entity, including ADX Marketing Consultants. Any violation of this may be subject to legal action, including prosecution or lawsuit.

8. Media and Media Inquiries

Consultants must not attempt to respond to media inquiries regarding ADX Marketing, its

products or services, or their independent ADX Marketing business. All inquiries by any type of media must be immediately referred to ADX Marketing's Marketing Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

9. Unsolicited Email

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

- a) There must be a functioning return email address to the sender;
- b) There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice);
- c) The email must include the Consultant's physical mailing address;
- d) The email must clearly and conspicuously disclose that the message is an advertisement or solicitation;
- e) The use of deceptive subject lines and/or false header information is prohibited;
- f) All opt-out requests, whether received by email or regular mail, must be honored. If a Consultant receives an opt-out request from a recipient of an email, the Consultant must forward the opt-out request to the Company;
- g) ADX Marketing may periodically send commercial emails on behalf of Consultants. By entering into the Consultant Agreement, Consultant agrees that the Company may send such emails and that the Consultant's physical and email addresses will be included in such emails as outlined above. Consultants shall honor opt-out requests generated as a result of such emails sent by the Company.

10. Unsolicited Faxes

Except as provided in this section, Consultants may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their ADX Marketing businesses. The term "automatic telephone dialing system" means equipment and/or software which has the capacity to:

- (a) Store or produce telephone numbers to be called; and
- (b) To dial such numbers. The terms "unsolicited faxes" means the transmission via telephone facsimile or computer system of any material or information advertising or promoting ADX Marketing, its products, services, its compensation plan or any other aspect of the company which is transmitted to any person's fax machine or e-fax, except that these terms do not include a fax or e-mail.

- (c) To any person with that person's prior express invitation or permission;
- (d) To any person with whom the Consultant has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between a Consultant and a person, on the basis of an inquiry, application, purchase or transaction by the person regarding products or services offered by such Consultant or;
- (f) A personal or familial relationship, which relationship has not been previously terminated by either party.

11. Telemarketing Techniques

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

Other countries may have similar telemarketing laws; it is the responsibility of each IMC to follow the laws governing telemarketing in their own country of residence.

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

- a) If the Consultant has an established business relationship with the prospect. An "established business relationship" is a relationship between a Consultant and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Consultant, or a financial transaction between the prospect and the Consultant, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- b) The prospect's personal inquiry or application regarding a product or service offered by the Consultant, within the three (3) months immediately preceding the date of such a call.
- c) If the Consultant receives written and signed permission from the prospect authorizing the Consultant to call. The authorization must specify the telephone number(s) which the Consultant is authorized to call.
- d) You may call family members, personal friends, and acquaintances. An "acquaintance" is

someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.

- e) Consultants shall not place or initiate any outbound telephone calls to any person that delivers any pre-recorded message (a "robocall") regarding or relating to ADX Marketing's products, services or opportunity.

In addition, Consultants shall not use automatic telephone dialing systems relative to the operation of their ADX Marketing businesses. The term “automatic telephone dialing system” means equipment or software or other system which has the capacity to: a) store or produce telephone numbers to be called, using a random or sequential number generator; and b) to dial such numbers.

VI. Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. “Bonus buying” includes:

- a) The enrollment of individuals or entities without the knowledge of and/or execution of an IMC Application and Agreement by such individuals or entities;
- b) The fraudulent enrollment of an individual or entity as a Consultant or customer;
- c) The enrollment or attempted enrollment of non-existent individuals or entities as Consultants or customers (“phantoms”);
- d) Purchasing ADX Marketing products or services on behalf of another Consultant or customer, or under another Consultant's or customer's I.D. number, to qualify for commissions or bonuses;
- e) Purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month;
- f) Any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that are not driven by bona fide product or service purchases by end user consumers.

VII. Business Entities

1. Account Ownership

To prevent the circumvention of Section VII (regarding transfers and assignments of the ADX Marketing business), if an additional partner, shareholder, member, or other business entity affiliate is added to a business entity, the original applicant must remain as a party to the original Consultant Application and Agreement.

If the original Consultant wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business following the Account Transfer process

Please note that the modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section VII, below. There is a \$100.00 USD administrative fee for each account transfer requested, which will be taken at the time the account transfer is completed. The Consultant must submit the request to accounttransfer@corp.ADX.com and complete the required documentation. Account transfers are processed weekly by the Compliance Department upon receipt of all necessary documentation and transfer approval.

Each Consultant must immediately notify ADX Marketing of all changes to type of business entity they utilize in operating their businesses and the addition or removal of business partners, shareholders, members, and/or associates. Change requests need to be submitted through the Legal Verification section and will need to be approved by the Compliance Department before implementation.

2. Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Consultants, ADX Marketing strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Consultant and their Marketing Team. Accordingly, the transfer of an ADX Marketing business from one sponsor to another is rarely permitted.

Requests for change of sponsorship must be submitted in writing to the Compliance Department within 30 days of initial signup, and must include the reason for the transfer. Transfers will only be considered in cases for which; the new Consultant is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor. In such cases, a Consultant may request that he or she be transferred to another Team with his or her entire marketing Team intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within 30 days from the date of enrollment. The Consultant requesting the change has the burden of proving that he or she was placed beneath the wrong sponsor. It is up to ADX Marketing's discretion whether the requested change will be implemented.

In the case of a contested sponsor change, the Compliance Department can seek the signature of two Blue Diamond's or above in the members direct up-line for approval.

3. Cancellation and Re-Application

A Consultant may legitimately change Teams by voluntarily canceling his or her ADX Marketing business and remaining inactive (*i.e.*, no sales of ADX Marketing products or services, no sponsoring, no attendance at any ADX Marketing functions, participation in any other form of Consultant activity, or operation of any other ADX Marketing business) for six (6) full calendar months.

Following the six calendar month period of inactivity, the former Consultant may reapply under a new Sponsor; however, the former Consultant's Sales Team will remain in their original line of

sponsorship. ADX Marketing will consider waiving the six calendar month waiting period under exceptional circumstances. Such requests for waiver must be submitted to ADX Marketing's Compliance Department in writing.

4. Waiver of Claims

ADX CONSULTANTS WAIVE ANY AND ALL CLAIMS AGAINST ADX MARKETING THAT RELATE TO OR ARISE FROM ADX MARKETING'S DECISION REGARDING THE DISPOSITION OF ANY SALES TEAM ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

VIII. Unauthorized Claims and Actions

1. Indemnification

A Consultant is fully responsible for all of his or her verbal and written statements made regarding ADX Marketing products, services, and the Marketing and Compensation Plan, which are not expressly contained in official ADX Marketing materials. Consultants agree to indemnify ADX Marketing and ADX Marketing's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by ADX Marketing as a result of the Consultant's unauthorized representations or actions. This provision shall survive the termination of the Consultant Agreement.

2. No Income Claims

When presenting or discussing the ADX Marketing opportunity or Marketing and Compensation Plan to a prospective Consultant, a Consultant may not make income projections, income claims, or disclose his or her ADX Marketing income (including the showing of checks, copies of checks, bank statements, or tax records.)

3. No iRewards Claims

The ADX Marketing iRewards Program is designed to reward ADX Customers and Members who perform certain functions.

The iRewards Program is a completely separate plan, and is not part of the ADX Marketing Compensation Plan.

4. No Equity Sharing Plan Claims

The ADX Marketing Equity Sharing Plan rewards Consultants who qualify with a share of the annual company (pretax) profits, or profit sharing.

The Equity Sharing Plan is a completely separate plan, and is not part of the ADX Marketing

Compensation Plan.

Consultants shall not make any claims about stock, stock options, or stock ownership.

IX. Conflicts Of Interest

1. Non-Solicitation

ADX Marketing Consultants are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively “network marketing.”) However, during the term of this Agreement, Consultants may not directly or indirectly recruit other ADX Marketing Consultants or customers for any other network marketing business(es).

Following the cancellation of a Consultant’s Independent Consultant Agreement, and for a period of six calendar months thereafter, with the exception of a Consultant who is personally sponsored by the former Consultant, a former Consultant may not Recruit any ADX Marketing Consultant or customer for another marketing business.

Consultants and the Company recognize that because marketing is conducted through independent contractors dispersed across countries throughout the world, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective.

Therefore, Consultants and ADX Marketing agree that this non-solicitation provision shall apply to all markets in which ADX Marketing conducts business.

The term “recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another ADX Marketing Consultant or customer to enroll or participate in another marketing and sales business. The conduct described in the preceding sentence constitutes recruiting even if the Consultant’s actions are in response to an inquiry made by another Consultant or by a customer.

2. Participation in Other Marketing Programs

If a Consultant is engaged in other non-ADX Marketing sales programs, it is the responsibility of the Consultant to ensure that his or her ADX Marketing business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- a) Consultants shall not display ADX Marketing promotional material, sales aids, products or services with or in the same location as, any non-ADX Marketing promotional material or sales aids, products or services.
- b) Consultants shall not offer the ADX Marketing opportunity, products or services to prospective or existing customers or Consultants in conjunction with any non-ADX Marketing program, opportunity, product or service.
- c) Consultants may not offer any non-ADX Marketing opportunity, products, services or opportunity at any ADX Marketing related meeting, seminar or convention, or within

two hours and a five mile radius of the ADX Marketing event. If the ADX Marketing meeting is held telephonically or on the Internet, any non-ADX Marketing meeting must be at least two hours before or after the ADX Marketing meeting, and on a different conference telephone number or Internet web address from the ADX Marketing meeting.

3. IMC Reports (Sales Reports)

IMC Reports are available for Consultant access and viewing from each Consultant's back office. Consultant access to their IMC Reports is password protected. **All IMC Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to ADX Marketing.**

IMC Reports are provided to Consultants in strictest confidence and are made available to Consultants for the sole purpose of assisting Consultants in working with their respective Sales Team Organizations in the development of their ADX Marketing business.

Consultants should use their IMC Reports to assist, motivate, and train their Sales Consultants. The Consultant and ADX Marketing agree that, but for this agreement of confidentiality and nondisclosure, ADX Marketing would not provide IMC Reports to the Consultant.

A Consultant shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- a) Directly or indirectly disclose any information contained in any IMC Report to any third party;
- b) Directly or indirectly disclose the password or other access code to his or her IMC Report;
- c) Use the information to compete with ADX Marketing or for any purpose other than promoting his or her ADX Marketing business; or
- d) Recruit or solicit any Consultant or customer of ADX Marketing listed on any report, or in any manner attempt to influence or induce any Consultant or customer of ADX Marketing, to alter their business relationship with ADX Marketing.

Upon demand by the Company, any current or former Consultant will return the original and all copies of IMC Reports to the Company. ADX Marketing further reserves the right to restrict a Consultant's access to his/her IMC Report during any compliance investigation or suspension period.

4. Targeting Other Direct Sellers

ADX Marketing does not condone Consultants specifically or consciously targeting the sales force of another direct sales company to sell ADX Marketing products and services or to become Consultants for ADX Marketing. Nor does ADX Marketing condone Consultants solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company.

Should Consultants engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Consultant alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, ADX Marketing will not pay any of Consultant's defense costs or legal fees, nor will ADX Marketing indemnify the Consultant for any judgment, award, or settlement.

5. Cross-Sponsoring

Actual or attempted cross-sponsoring is strictly prohibited. Cross-sponsoring is defined as the enrollment of an individual who or entity that already has a current customer or Consultant Agreement on file with ADX Marketing, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship.

The use of a spouse's or relative's name, trade names, DBA's, assumed names, corporations, partnerships, trusts, federal ID numbers, fictitious ID numbers, any straw-man or other artifice to circumvent this policy is prohibited. Consultants shall not demean, discredit or defame other ADX Marketing Consultants in an attempt to entice another Consultant to become part of the first Consultant's marketing organization. This policy shall not prohibit the transfer of an ADX Marketing business in accordance with Section VII.

If cross-sponsoring is discovered, it must be brought to the Company's attention immediately. ADX Marketing may take disciplinary action against the Consultant that changed organizations and/or those Consultants who encouraged or participated in the cross-sponsoring. ADX Marketing may also move all or part of the offending Consultant's Team to his or her original Team if the Company deems it equitable and feasible to do so.

However, ADX Marketing is under no obligation to move the cross-sponsored Consultant's Team organization, and the ultimate disposition of the organization remains within the sole discretion of ADX Marketing.

Consultants waive all claims and causes of action against ADX Marketing arising from or relating to the disposition of the cross-sponsored Consultant's sales organization.

6. Errors or Questions

If a Consultant has questions about or believes any errors have been made regarding commissions, bonuses, IMC Reports, or charges, the Consultant must notify ADX Marketing in writing within 60 days of the date of the purported error or incident in question. ADX Marketing will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

7. Governmental Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any Sales and Marketing companies or programs. Therefore, Consultants shall not represent or imply that ADX Marketing or its Marketing and Compensation Plan have been "approved " "endorsed " or

otherwise sanctioned by any government agency.

8. Holding Applications

Consultants must not manipulate enrollments of new applicants. All Consultant Applications and Agreements must be completed online and sent to ADX Marketing immediately at the time they are placed by a new Consultant.

Consultants shall not capture or hold Consultant Applications or any other data. New Consultants must submit their Application form on the ADX Marketing website.

9. Restrictions on Third Party Use of Credit Cards and Checking Accounts

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

10. Identification

All U.S. Consultant applicants are required to provide a properly completed IRS form W-9, and non-U.S. Consultant applicants are required to submit a properly completed IRS Form W-8BEN. Upon enrollment, the Company will provide a unique Consultant Identification Number to the Consultant by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses.

11. Income Taxes

Each Consultant is responsible for paying local, state, provincial and federal taxes on any income generated as an Independent Consultant. If an ADX Marketing business is tax exempt, the Federal tax identification number must be provided to ADX Marketing. Every year, ADX Marketing will provide an IRS Form 1099 MISC (non-employee compensation) earnings statement to each U.S. resident who: 1) had earnings of over \$600 in the previous calendar year; or 2) made purchases during the previous calendar year in excess of \$5,000.

If a Consultant earns over \$600.00 but does not submit a W-8 or W-9 form, the company will legally be required to withhold 28% earnings from the members account and submit that to the IRS on a monthly basis. It is then the responsibility of the Consultant to go directly to the IRS to dispute any taxes paid.

Consultants outside the US are responsible for their own tax reporting, and to pay their own taxes in accordance with the local laws in their country of residence.

12. Independent Contractor Status

Consultants are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between ADX Marketing and its Consultants does not create an employer/employee relationship, agency, partnership, or joint venture between the Company

and the Consultant.

Consultants shall not be treated as an employee for his or her services or for federal or provincial, or state tax purposes. All Consultants are responsible for paying local, state, and federal taxes due from all compensation earned as a Consultant of the Company. The Consultant has no authority (expressed or implied), to bind the Company to any obligation.

Each Consultant shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Consultant Agreement, these Policies and Procedures, and applicable laws.

13. Use Of ADX Name

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

Consultants must always represent clearly that they are Independent Marketing Consultants, or Internet Marketing Consultants for ADX Marketing.

For Example:

Consultant's Name
ADX Marketing,
Internet Marketing Consultant – or –

Consultant's Name
ADX Marketing,
Independent Marketing Consultant

Company approved business card templates are provided in the Consultant's back office. Any other card templates must be submitted for approval. All Consultants may list themselves as an ADX "Independent Marketing Consultant" or as an ADX "Internet Marketing Consultant" in any telephone directory or website. No Consultant may place telephone directory or website display ads using ADX Marketing's name or logo.

Consultants may not answer the telephone by saying "ADX Marketing," "ADX Marketing Incorporated," or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of ADX Marketing.

14. Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries or the theft of or damage to inventory or

business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple “Business Pursuit” endorsement attached to your present homeowner’s policy.

15. Adherence to Laws and Ordinances

Consultants shall comply with all federal, state, provincial and local laws and regulations in the country where they conduct their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Consultants because of the nature of their business. However, Consultants must obey those laws that do apply to them.

If a city or county official tells a Consultant that an ordinance applies to him or her, the Consultant shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of ADX Marketing. In most cases there are exceptions to the ordinance that may apply to ADX Marketing Consultants.

16. One (1) ADX Marketing Business Per Consultant and Per Household – ONLY

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

In order to maintain the integrity of the ADX Marketing Plan husbands and wives or common-law couples (collectively “spouses”) who wish to become ADX Marketing Consultants must be jointly sponsored as one ADX Marketing business.

Spouses, regardless of whether one or both are signatories to the Consultant Application and Agreement, may not own or operate any other ADX Marketing business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or any other legal or equitable ownership) in the ownership or management of another ADX Marketing business in any form.

An exception to the one ADX Marketing business per Consultant rule will be considered on a case-by-case basis if two Consultants marry or in cases of a Consultant receiving an interest in another business through inheritance. Requests for exceptions to this policy must be submitted in writing to the Compliance Department.

17. Actions of Household Members or Affiliated Individuals

If any member of a Consultant’s immediate household engages in any activity which, if performed by the Consultant, would violate any provision of the Agreement, such activity will be

deemed a violation by the Consultant and ADX Marketing may take disciplinary action pursuant to the Statement of Policies against the Consultant. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively “affiliated individual”) violates the Agreement, such action(s) will be deemed a violation by the entity, and ADX Marketing may take disciplinary action against the entity.

18. Requests for Records

Most all records of the Consultant’s business are available for download. Any request from a Consultant for hard copies of invoices, applications, Team Sales activity reports, or other records will require a fee of \$2.50 USD per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

19. Sale, Transfer or Assignment of an ADX Marketing Business

Although an ADX Marketing business is a privately owned, independently operated business, the sale, transfer or assignment of an ADX Marketing business is subject to certain limitations. If a Consultant wishes to sell his or her ADX Marketing business, the following criteria must be met:

- a) Protection of the existing line of sponsorship must always be maintained so that the ADX Marketing business continues to be operated in that line of sponsorship.
- b) The buyer or transferee should not be a current ADX Marketing member. If they are, the member must terminate his or her ADX Marketing business and wait six calendar months before acquiring any interest in a different ADX Marketing business.
- c) Before the sale, transfer or assignment can be finalized and approved by ADX Marketing, any debt obligations the selling Consultant has with ADX Marketing must be satisfied.
- d) The selling Consultant must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign an ADX Marketing business.

Prior to selling an ADX Marketing business, the selling Consultant must submit an Account Transfer Request to ADX Marketing’s Compliance Department of his or her intent to sell their ADX Marketing business. No changes in line of sponsorship can result from the sale or transfer of an ADX Marketing business.

20. Separation of an ADX Marketing Business

ADX Marketing Consultants sometimes operate their ADX Marketing businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as “entities”) may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

If the separating parties fail to provide for the best interests of other Consultants and the Company in a timely fashion, ADX Marketing, at its sole discretion, reserves the right to

involuntarily terminate the Consultant Agreement.

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

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

Under no circumstances will the Sales Team of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will ADX Marketing split commission and bonus checks between divorcing spouses or members of dissolving entities.

ADX Marketing will recognize only one Sales Team and will issue only one commission payment per ADX Marketing business per commission cycle. Commission payments shall always be issued to the same individual or entity.

In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Consultant Agreement shall be involuntarily canceled.

If a former spouse has completely relinquished all rights in the original ADX Marketing business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months.

In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as a Consultant.

In either case however, the former spouse or business associate shall have no rights to any Consultant’s in their former organization or to any former retail customers. They must develop their new business in the same manner, as would any other new Consultant.

21. Sponsoring

All active Consultants in good standing have the right to sponsor and enroll others into ADX Marketing. Each prospective Consultant has the ultimate right to choose his or her own Sponsor. If two Consultants claim to be the Sponsor of the same new Consultant, the Company shall regard the first application received by the Company as controlling. In case of a dispute, the ADX Compliance department will make a determination on a case-by-case basis.

22. Succession

Upon the death or incapacitation of a Consultant, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Consultant should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument.

Whenever an ADX Marketing business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Consultant's marketing organization provided the following qualifications are met. The successor(s) must:

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

Bonus and commission checks of an ADX Marketing business transferred pursuant to this section will be paid in a single check jointly to the devisees. The devisees must provide ADX Marketing with an "address of record" to which all bonus and commission checks will be sent. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal taxpayer identification number. ADX Marketing will issue all bonus and commission checks and one 1099 or 1098 to the business entity.

23. Transfer Upon Death of a Consultant

To effect a testamentary transfer of an ADX Marketing business, the successor must provide the following to ADX Marketing: 1) an original death certificate; 2) a notarized copy of the will or other instrument establishing the successor's right to the ADX Marketing business; and 3) a completed and executed Consultant Agreement.

24. Transfer Upon Incapacitation of a Consultant

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

25. Responsibilities of Consultants

- a) It is the Consultants Responsibility to ensure any personally enrolled member of their Sales Team follows these Policies and Procedures. If a Consultant is found in violation of any company policy, the enrolling Consultant shall be equally liable, and may face the same sanctions, or possible termination of their ADX Marketing account, as the violating Consultant

b) Consultants who violate these Policies and Procedures will be notified in writing. The enrolling Consultant will also be notified.

26. Legal/Ethical Business Practice

Consultants are expected to conduct their business in a legal and ethical manner. It would not be possible to list every possible illegal or unethical circumstance that may occur, but common sense tells us all what is and what is not acceptable behavior. Follow the “golden rule” treat others as you would want and expect to be treated.

Consultants must at all times treat their Customers, fellow Consultants and Team Members with respect, and transact business in a legal, and ethical manner.

27. Non-Harassment of ADX Staff

Consultants are expected to treat ADX Staff and Executives with the same respect as they would for Customers and other Consultants. This includes not texting, calling or emailing the staff or executives personally without their express permission. Doing so will be considered harassment and such conduct is subject to sanctions including possible termination from the ADX Marketing Program.

28. Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, and support materials, it is critically important that the ADX Marketing’s files are current. Street addresses are required for shipping. Consultants planning to move should submit their updated personal information via the Back Office function of the Consultant’s ADX Marketing website through the Legal Verification section. To guarantee proper delivery, two weeks advance notice must be provided to ADX Marketing on all changes.

X. Continuing Development Obligations

1. Ongoing Training

Any Consultant who sponsors another Consultant into ADX Marketing should perform a bona fide assistance and training function to ensure that his or her Sales Team member is properly operating his or her ADX Marketing business.

Consultants are also responsible to motivate and train new Team Consultants in ADX Marketing product and service knowledge, effective sales techniques, the ADX Marketing and Compensation Plan, and compliance with Company Policies and Procedures.

Communication with and the training of a Consultants Personal Team must not, however, violate Section V (regarding the development of Consultant produced advertising and promotional materials.)

Consultants should monitor the Consultants in their Team Sales Organizations to guard against

Team Consultants making improper product or business claims, or engaging in any illegal or inappropriate conduct.

2. Increased Training Responsibilities

As Consultants progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the ADX Marketing program. They may be called upon to share this knowledge with less experienced Consultants within their Sales organization. This is the reason they are compensated at a higher level; because they are required to provide service to Members of their Sales Team.

Consultants who fail or refuse to provide support and training to their Sales Teams, will be deemed in violation of this policy, and may be demoted in rank or face possible suspension of their account. Continued abuse of this policy could lead to termination of their account.

If a complaint arises, the ADX Marketing Compliance Department will make the final determination whether the Consultant is providing support to his/her Team in accordance with this policy.

3. Ongoing Sales Responsibilities

Regardless of their level of achievement, Consultants have an ongoing obligation to continue to personally promote sales through the generation of new Customers and Members and within reason, to provide ongoing service to their existing Customers and Members.

4. Non-Disparagement

ADX Marketing wants to provide its independent Consultants with the best products and services, Compensation Plan, and service in the industry. Accordingly, we value your constructive criticisms and comments.

All such comments should be submitted in writing to the Customer Support Department. Remember, to best serve you, we must hear from you!

While ADX Marketing welcomes constructive input, negative comments and remarks made in the field by Consultants about the Company, its products or services, or compensation plan serve no purpose other than to sour the enthusiasm of other ADX Marketing Consultants.

For this reason, and to set the proper example for their Team, Consultants must not disparage, demean, or make negative remarks about ADX Marketing, other ADX Marketing Consultants, ADX Marketing's products or services, the Marketing and Compensation plan, or ADX Marketing's executives, officers, or employees.

5. Providing Documentation to Applicants

Consultants must provide the most current version of the Policies and Procedures and the

Compensation Plan to individuals whom they are sponsoring to become Consultants before the applicant signs a Consultant Agreement. Additional copies of the Compensation Plan, and the Policies and Procedures can be downloaded from the ADX Marketing website.

6. Reporting Policy Violations

Consultants observing a policy violation by another Consultant should submit a written report of the violation directly to the attention of the ADX Marketing Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

XI. Sales Requirements

Product and Service Sales

The ADX Marketing and Compensation Plan is based on the sale of ADX Marketing products and services to the end user/customers. Consultants must fulfill personal and retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement, in the ADX Marketing plan.

The following sales requirements must be satisfied for Consultants to be eligible for commissions:

- a) Consultants must satisfy the Personal and Team Sales Volume and Personal Customer requirements to fulfill the requirements associated with their rank as specified in the ADX Marketing and Compensation Plan. "Personal Sales Volume" includes purchases made by the Consultant (for personal use or resale) and Retail or Online purchases made by the Consultant's personal customers. Team Sales Volume shall include the total Sales Volume of all Consultants in his or her Team.
- b) At least 51% of a Consultant's total monthly Personal Sales Volume must be sold to personal retail customers.
- c) After a Consultant's first 30 days in the business, the Consultant must develop or maintain at least two (2) or more new active Retail Customers every month.
- d) Consultants who advance in rank in the ADX Compensation Plan must maintain the required amount of Customers based on their rank.

XII. No Territory Restrictions

There are no exclusive territories granted to anyone. Consultants are free to conduct business in any country where ADX Marketing does business.

XIII. Bonuses and Commissions

1. Bonus and Commission Qualifications

A Consultant must be active and in compliance with the Consultant Agreement to qualify for

bonuses and commissions. So long as a Consultant complies with the terms of the Agreement, ADX Marketing shall pay commissions to such Consultant in accordance with the Marketing and Compensation plan.

2. Adjustment to Bonuses and Commissions

Consultants receive bonuses and commissions based on the actual sales of products and services to end consumers. When an ADX Marketing service is cancelled and the customer or Consultant cancelling the service is entitled to a refund, the bonuses and commissions attributable to the cancelled service will be deducted, on the day in which the refund is given.

If necessary, deductions will continue each day thereafter until the entire commission is recovered from the Consultants who received bonuses and commissions on the sale of the cancelled or refunded service.

3. Reports

All information provided by ADX Marketing in IMC Reports, including but not limited to Personal and Team sales volume (or any part thereof), and Team sponsoring activity is believed to be accurate and reliable.

Nevertheless, due to various factors including but not limited to: 1) the inherent possibility of human and/or mechanical error; 2) the accuracy, completeness, and timeliness of orders; 3) denial of credit card and electronic check payments; 4) returned products; 5) credit card and electronic check charge-backs; 6) the information is not guaranteed by ADX Marketing or any persons creating or transmitting the information.

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

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ADX MARKETING AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY CONSULTANT OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO; LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF ADX MARKETING 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, ADX MARKETING 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 THERE TO.

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

XIV. Product Returns, Inventory Repurchase and Refunds

1. Order Cancellation – Refund Policy

ADX Marketing offers a 100% 3-day money back satisfaction guarantee (less any product used or consumed) to all Customers and Consultants. This guarantee applies to all products and services including ADX Marketing Advertising services. For all ADX Marketing services, there is a 3-day no questions asked refund policy.

Note: The terms of the refund policy may vary depending on the local laws in the Consultants country of residence.

2. Return of Inventory and Sales Kit Upon Cancellation

Upon cancellation of a Consultant's Agreement, the Consultant may return Advertising Credits (iCredits) that he or she personally purchased from ADX Marketing, along with any other products and services within 3 business days for a full refund*.

(Purchases from Consultants or third parties are not subject to refund by ADX Marketing.)

***Note: If a Consultant requesting a refund is also an advertiser and holds iCredits in his/her account and has earned or received iPayments and iCredits for viewing and rating ads, the amount of iPayments paid to the Consultant will be deducted from the refund associated with the returned iCredits less any sales commissions paid, based on the original purchase only. Refunds will NOT be paid on earned iCredits.**

If the purchases were made through a credit card, the refund will be credited back to the same credit card account.

3. Montana Residents

ADX Marketing does not do business in the state of Montana, U.S.

4. Procedures for All Refund Requests By Customers

Customers who purchase products or services directly from the Company may cancel by contacting the Company directly and requesting a refund. This is done through the Customers Back Office pursuant to the instructions posted there.

Customers who purchased products at retail from a Consultant may cancel a product or service

by contacting the Consultant who sold the product or service to the Customer.

The Consultant must forward the customer's refund request to the company. The Customer will receive the refund within 10 days of receiving the refund request.

Commissions or bonuses paid on any refunded sales transaction will be charged back to the Consultant who received the commission or bonus.

XV. Dispute Resolution and Disciplinary Proceedings

1. Disciplinary Sanctions

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

- a) Issuance of a written warning or admonition;
- b) Requiring the Consultant to take immediate corrective measures;
- c) Imposition of a fine, which may be withheld from bonus and commission checks;
- d) Loss of rights to one or more bonus and commission checks;
- e) ADX Marketing may withhold from a Consultant all or part of the Consultant's bonuses and commissions during the period that ADX Marketing is investigating any conduct allegedly in violation of the Agreement. If a Consultant's business is canceled for disciplinary reasons, the Consultant will not be entitled to recover any commissions withheld during the investigation period;
- f) Suspension of the individual's Consultant Agreement for one or more pay periods;
- g) Transfer of a portion or all of the Consultant's marketing organization or Sales Team;
- h) Involuntary termination of the offender's Consultant Agreement;
- i) Suspension and/or termination of the offending Consultant's ADX Marketing website or website access;
- j) Any other measure expressly allowed within any provision of the Agreement or which ADX Marketing deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Consultant's policy violation or contractual breach;
- k) In situations deemed appropriate by ADX Marketing, the Company may institute legal proceedings for monetary and/or equitable relief.

2. Mediation

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The

mediators fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties.

Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation.

The Mediation shall be held in the city of Minneapolis, Minnesota and shall be held within 30 days from the date on which the mediator is selected, and shall last no more than two business days.

3. Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The parties waive all rights to trial by jury or to any court.

The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures.

Notwithstanding the rules of the AAA or JAMS, the Federal Rules of Evidence shall apply in all cases. Likewise, in all cases the parties shall be entitled to all discovery rights permitted by the U.S. Federal Rules of Civil Procedure, and the parties shall be entitled to bring motions under Rules 12 and/or 56 of the U.S. Federal Rules of Civil Procedure.

All arbitration proceedings shall be held in the city of Minneapolis, Minnesota. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees.

The arbitration shall occur within 180 days from the date on which the arbitration is filed, and shall last no more than five business days. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

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

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

the case.

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

4. Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Hennepin County, state of Minnesota. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the state of Minnesota shall govern all other matters relating to or arising from the Agreement.

Notwithstanding the foregoing, and the mediation and arbitration provisions above, residents of the state of Louisiana, U.S. are entitled to bring an action against ADX Marketing in their home forum and pursuant to Louisiana law.

By virtue of acceptance of this Agreement Louisiana residents agree to forego mediation in their home state, and agree that the law of the state of Minnesota shall govern all other matters relating to or arising from the Agreement.

XVI. Inactivity, Reclassification, Cancellation and Compression

1. Effect of Cancellation

So long as a Consultant remains Active* and complies with the terms of the Consultant Agreement and these Policies and Procedures, ADX Marketing shall pay commissions to such Consultant in accordance with the Marketing and Compensation Plan. A Consultant's commissions constitute the entire consideration for the Consultant's efforts in personally generating sales and all activities related to generating sales.

Following a Consultant's non-renewal of his or her Consultant Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Consultant Agreement (all of these methods are collectively referred to as "cancellation"), the former Consultant shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by their Sales Team.

*Requirements to be Active:

1. Have a current Sales Kit;
2. Have met their 30-day PSV requirement;
3. Meet the minimum Customer Requirement.

A Consultant whose business is cancelled will lose all rights as a Consultant. This includes the

right to sell ADX Marketing products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Consultant's former Sales Team.

In the event of cancellation, Consultants agree to waive all rights they may have, including but not limited to property rights, to their former Sales Team and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Sales Team.

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

2. Cancellation Due to Inactivity

If a Consultant does not have a current Sales Kit, or has not met their 30-day PSV requirement, or has not met their Customer Requirement for 90 days will be considered "Inactive"), and his or her Consultant Agreement shall be canceled for inactivity.

3. Reclassification Following Cancellation Due to Inactivity

If a Consultant is not Active for 90 days, his or her Consultant Agreement will be cancelled for inactivity and the Consultant shall be reclassified as a Member/Customer. If he or she is a subscriber to any of the Company's products or services, the subscription(s) shall remain in force.

4. Involuntary Cancellation

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

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

5. Voluntary Cancellation

A participant in the ADX Marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted through the Consultant's ADX Marketing Back Office. If a

Consultant is also a subscriber to any of the Company's products or services, the subscription(s) shall remain in force and the Consultant shall be reclassified as a customer unless the Consultant also specifically requests that his or her subscription(s) also be canceled.

6. Non-Renewal

A Consultant may also voluntarily cancel his or her Consultant Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew a Consultant's Agreement upon its anniversary date.

7. Automatic Compression of a Marketing Organization

When a vacancy occurs in a Marketing Organization due to the termination of an ADX Marketing business for any reason, each Consultant on the Sales Team immediately below the terminated Consultant will be moved up to Personal Team of the terminated Consultant's sponsor as long as they are an Active Consultant.

Once compression of a Marketing Organization has been done, it cannot be undone. A compressed account can reactivate however they would be starting as a fresh organization directly under the company.

8. Dormant Account Fee

If a Consultant does not have a current Sales Kit, or has not met their 30-day PSV requirement (based on their Rank) for more than 360 days, they will have forfeited all their iCash. iCash collected will be registered as Dormant Account Fee.

9. Account Closing Fee

If an account is closed, a Consultant will have forfeited all his/her iCash and iRewards. iCash collected will be registered as Account Closing Fee.

XVII. Definitions

Active Customer - A customer who purchases ADX Marketing products and whose account has been paid for the current month.

Active Consultant - A Consultant who satisfies the minimum monthly Personal Sales Volume requirements, or subscriber to the company monthly Auto Pay (AP) and meets their Customer Requirements, as set forth in the ADX Marketing and Compensation Plan, to ensure that he or she is eligible to receive all commissions. To receive Team Bonuses, a Consultant is required to enable his or her daily iPurchase.

Active Rank - The term "active rank" refers to the current rank of a Consultant, as determined by the ADX Marketing and Compensation Plan for any month.

To be considered “active” relative to a particular rank, a Consultant must meet the criteria set forth in the ADX Marketing and Compensation Plan for his or her respective rank. *(See the definition of “rank” below.)*

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

Cancel - The termination of a Consultant’s business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

Team Leg - Each one of the individual Consultants enrolled personally by you is one “leg” in your Sales Team.

Group Sales Volume - The commissionable value of ADX Marketing products or services sold by a Consultant’s Sales Team. (Sales Kits and sales aids have no sales volume.)

IMC Report - An online real-time report generated by ADX Marketing that provides critical data relating to the identities of Consultants, sales information, and enrollment activity of each Consultant’s Sales Team. This report contains confidential and trade secret information, which is proprietary to ADX Marketing.

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

Sales Team – Consultants you have Personally enrolled.

Official ADX Marketing Material - Literature, audio or video tapes, CD’s, online brochures, and other materials developed, printed, published and distributed by ADX Marketing to Consultants.

Personal Sales - Sales of ADX Marketing products or services to an end user/customer or purchased for personal use or resale.

Personal Sales Volume (PSV) - The commissionable value of services and products sold in a calendar month: 1) by the Company to a Consultant; and 2) by a Consultant’s Retail Customers that purchase ADX Marketing’s products from the Consultant’s ADX Marketing replicated website, or who are on the Auto Pay program.

Rank - The “title” that a Consultant has achieved pursuant to the ADX Marketing Compensation Plan, based on their leadership abilities, their Personal Sales and Team Sales Volume, and Customer Requirements.

Recruit - For purposes of ADX Marketing’s Conflict of Interest Policy (Section VIII) the

term “recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another ADX Marketing Consultant or customer to enroll or participate in another marketing or direct sales opportunity.

Retail Customer - An individual or entity that purchases ADX Marketing products or services, but who is not a Consultant.

Retail Sales - Sales to a Retail Customer. If a sale is made to a customer who subsequently submits an ADX Marketing Consultant Agreement within 30 days from the date of the sale, or if an immediate household family member of the customer submits an ADX Marketing Consultant Agreement within 30 days of the sale, such sale shall not constitute a Retail Sale. A Consultant’s personal purchases from ADX Marketing do not constitute Retail Sales.

Roll-Up - The method by which a vacancy in a Marketing Organization left by a Consultant whose Consultant Agreement has been canceled is filled.

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

Sponsor - This term refers to the Consultant who personally enrolls another Consultant into the Company.

Sales Kit - The ADX Marketing Sales Kit (Virtual Consultant Kit) consists of a replicated version of the ADX Marketing website, access to the Consultant Back Office, 250 advertising credits, training materials, and includes printable brochures and other business building tools. Each new Consultant is required to subscribe to the Sales Kit and renew the subscription in order to renew his or her Consultant Agreement.