

# INTRODUCTION

Welcome to Xcelerate International,

Congratulations on taking the first step in an exciting new journey that could very well change your life. Your success as a Xcelerate International Independent Sales Representative (herein referred to as a Marketing Partner or an Independent Marketing Partner) will be directly related to the quality of your relationship with your customers, sponsored Independent Marketing Partners and Xcelerate International (hereinafter called the Company). A clear statement of our Policies & Procedures (P&P) promotes a healthy environment that ensures equality of opportunity and fairness to everyone who decides to become part of the Xcelerate International experience.

As an Independent Sales Representative, you agree to follow the culture and spirit as well as the letter of the P&P. Adhering to the Xcelerate International P&P will assist you in providing quality service, which will lead to greater success and rewards.

Achieving success as an Independent Sales Representative requires time, effort and commitment. There are no guarantees of Commissions, only rewards based upon productivity.

The Company's P&P constitutes part of the Independent Sales Representative Application and Agreement and when accepted by the company, together with the Xcelerate International Compensation Plan and any other document incorporated by reference, form the Agreement between the Independent Sales Representative and the Company. The purpose of the Agreement is to authorize an individual to be an Independent Sales Representative of the Company and set forth the respective duties, responsibilities and obligations of all parties.

Each Marketing Partner has the responsibility to read, understand, adhere to the Marketing Partner Agreement and ensure that he or she is aware of and operating under the most current version of the Agreement.

You confirm this Marketing Partner Agreement each time you receive a Xcelerate International bonus/commissions payment or place a wholesale order. It is with great anticipation of your success that we present you with the Xcelerate International P&P and urge you to follow it closely and completely.

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## **CODE OF ETHICS**

Xcelerate International has made a commitment to provide the finest quality products and impeccable services built on a foundation of integrity and trust. Whether dealing with your customers, fellow Independent Sales Representatives or the Company, you should always give and expect to receive integrity and trust. All activities will be measured against the P&P. We ask for common sense and camaraderie and adhere to the highest standards in your role as an Independent Sales Representative. Destruction of this foundation and culture will not be tolerated.

Application to become an Independent Sales Representative of the Company requires the applicant to agree to conduct business according to the following Code of Ethics. This code ensures the highest of standards of integrity and professionalism throughout the Company's network of Independent Sales Representatives and protects the Company's overall business image.

## **COMPANY OBLIGATIONS**

Marketing Partners have a right to expect the Company to operate in accordance with the law and practices that govern business in general as well as the network marketing industry in particular. The Company is the primary steward in the relationship between the Marketing Partners and the Company and has an obligation to be fair and equitable to all.

### **A) THE COMPANY WILL:**

- 1) Conduct itself in an ethical and professional manner;
- 2) Process orders and ship products in a timely fashion;
- 3) Provide Marketing Partners with the organization and volume information required to manage business activities;
- 4) Compensate Marketing Partners in accordance with the approved compensation plan;
- 5) Administer its policy fairly, without prejudice or favor, to protect the interest of all Marketing Partners;
- 6) Provide liability insurance on its products when used in accordance with the instructions on the label and marketed in accordance with the approved marketing plan.

**B) THE COMPANY WILL NOT:**

- 1) Guarantee success;
- 2) Compete directly or indirectly with Marketing Partners in the acquisition of Customers or other Marketing Partners;
- 3) Provide any commissions for the recruitment of others;
- 4) Tolerate Marketing Partners pressuring prospects into purchasing large quantities of inventory;
- 5) Allow misleading product claims to be made in any form;
- 6) Advise Marketing Partners on meeting compensation qualifications;
- 7) Terminate or suspend Marketing Partners without cause;
- 8) Represent that there is any substitution for hard work.

## **DEFINITIONS**

All Independent Sales Representatives (Marketing Partners) will better understand Company policy by learning the basic terms commonly used in Company literature, the P&P and /or public presentations. The following defined terms apply through the Marketing Partner Agreement:

- A) Active: 60PV or greater (personal volume) order within the last 31 days.
- B) Autoship: A predetermined order processed systematically, on a periodic basis, using a pre-approved payment method on file with the Company. Autoship is not required in order to participate in the majority of Xcelerate International's Compensation Plan.
- C) Business Report/Sales Recap Statement: The accounting report provided by the Company which tracks Downline sales activities. This information is available in the Marketing Partner's back office.
- D) Commission Period: The time frame used to calculate monthly commissions.
- E) Commissionable Volume (CV): The assigned point value of each sold product upon which commissions are paid. Sales aids have no CV.

- F) Compression: For commission calculation purposes only. If a Marketing Partner fails to qualify for commissions by failing to meet the requirements or qualifications published in the Xcelerate International Compensation Plan, any commissions generated by the Marketing Partner will be compressed up for that monthly commission period only. Compression takes place on a Daily basis.
- G) DBA: All Marketing Partners that desire to participate in the Xcelerate International Compensation Plan must register by completing the "Independent Sales Representative Application Form" as an individual. After the original Application is accepted by the Company, if the Marketing Partner wishes to operate their Marketing Partner Status using a business entity name, whether sole proprietor, partnership, corporation or other form, they must complete a "Marketing Partner Doing Business As" (DBA) Form and submit it with the requested documentation to Xcelerate International for approval. Xcelerate International reserves the right to levy a US\$100.00 fee, including penalties and administrative fees to any Marketing Partner who attempts to register a fictitious entity name that does not belong to a bona fide and legal entity meeting United States regulations.
- H) Eligible/Qualified: When a Marketing Partner meets the weekly or monthly sales volume and organizational activity required to generate commissions.
- I) 1st Generation: Personally sponsored Marketing Partner.
- J) Household: Spouses/Significant others and dependents residing at the same address.
- K) Identification: A unique number or username assigned to Marketing Partners and used for tracking sales and purchases and enrolling other Marketing Partners into the organization. In the case of retail customers, the number / name is used to track their personal consumption purchases. Marketing Partners and Retail Customers must refer to this number / name in all their correspondence when dealing with the Company.
- L) Marketing Partner: A Person currently authorized by the Company to operate a Marketing Partner Business. If more than one Person is named on the Marketing Partner Agreement, then "Marketing Partner" may refer to all Persons collectively.
- M) Marketing Partner Agreement: The agreement submitted by an Applicant to become a Marketing Partner. In signing the Marketing Partner Agreement, an Applicant certifies that he or she has read and will abide by the terms and conditions of the Agreement.
- N) Marketing:  
Partner Business: Activities determined at the sole discretion of the Company to be a promotion of the Company's Products or business opportunity. Some of these activities include, but are not restricted to: signing a Marketing Partner

Agreement; advertising, selling or exhibiting Product; hosting, conducting, or speaking at meetings or events (whether hosted by the Company or by a Marketing Partner); purchasing Product at Wholesale prices, exchanging, or returning Products; participating in the Compensation Plan, receiving periodic Company literature and other communications, participation in Company sponsored support service training, motivational and recognition events; sponsoring new Marketing Partner; and/or selling of sales tools, Websites, etc. to Marketing Partners.

O) Orphan: An applicant without a sponsor.

P) Personal Customer: Consumers who purchase for personal use on an occasional or regular basis directly from a Marketing Partner but do not participate in the Compensation Plan. Personal Customer orders are shipped or delivered directly by the Marketing Partner, who also handles all returns. Personal Customers are not authorized to resell the product.

Q) Retail Customer: Consumers who purchase product for personal use on an occasional or regular basis but do not participate in the Compensation Plan. Retail Customers orders are processed at the Suggested Retail Price and fulfilled by Xcelerate International. Retail Customers are not authorized to resell the products.

R) Upline: The line of Sponsors that links a Marketing Partner to the Company and who, subject to qualifying sales, may earn commissions on that Marketing Partner's sales activities. Upline is based on Sponsorship or Placement.

## **Section 1: Becoming an Independent Marketing Partner**

Independent Marketing Partner status does not constitute the sale of a franchise or distributorship. An Applicant is authorized by the Company to operate a Marketing Partner Business when he or she (i) purchases a minimum of 60PV for personal consumption and or resale. (ii) returns to the Company a completed and signed original or electronic (faxed or scanned) Marketing Partner Agreement or signs through the company's online application process; and (iii) the Company accepts the Agreement. (The Marketing Partner Agreement and other necessary forms are available on the Company's website.) An Independent Marketing Partner may only have interest in one Marketing Partner account, whether it is operated under the name of an individual or an entity.

A. Independent Status:

1. Marketing Partners are independent contractors. A Marketing Partner shall not make purchases or enter into any transactions or contracts in the Company's name.

2. A Marketing Partner's decision to enter into this Agreement does not create, nor may the Marketing Partner claim that they are, in any way, shape or form, parties to an employer/employee, agency, partnership, franchise or joint venture relationship between the Company and the Marketing Partner.
3. Marketing Partners must abide by all laws, rules and regulations pertaining to the acquisition, receipt, holding, selling, distribution and advertising of Company products and income opportunity.
4. A Marketing Partner is fully responsible for all of his or her verbal and/or written statements made regarding the Products, Services, and the Compensation Plan which are not expressly contained in current official Company materials and the Marketing Partner agrees to indemnify the Company against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by the Marketing Partner that are outside the scope of the Contract. The provisions of this Section survive the termination of the Contract.
5. Marketing Partners are solely responsible for declaration and payment of any taxes or fees associated with their Independent Marketing Partner business.
6. Marketing Partners are solely responsible for supplying any equipment and tools necessary for operating the Xcelerate International business, such as telephones, transportation, professional series, office equipment, office supplies and general liability insurance.
7. Marketing Partners are solely responsible for providing their own place of business and determining their own work hours.

B. Application Requirements:

1. All Applicants must have reached the age of majority, usually eighteen (18) years of age, in the jurisdiction in which they reside.
2. Applicants agree to abide by the Official P&P and warrant that they understand the requirements specified in the Xcelerate International Compensation Plan.
3. An Applicant that completes an application to become an Independent Marketing Partner with the Company agrees to receive any electronic communications from the Company including, but not limited to, electronic emails and text messages.
4. By reference, the terms on the Marketing Partner Application and Agreement are incorporated herein and form part of this P&P.

#### C. Application Processing:

1. In order to be accepted by the Company, an Applicant must complete the Independent Sales Representative Application Form for the country in which the Applicant resides.
2. Failure of the Marketing Partner to submit a complete and correct Agreement or to provide appropriate documentation, when requested, may result in the Marketing Partner Agreement being rejected by the Company. The Company will reject incomplete or faulty applications, and is under no obligation to notify either the application nor Sponsor of a rejection.
3. If an Application is submitted by fax or through the Internet via an Xcelerate International replicating website an original Application does not have to be submitted unless requested by the company.
4. A Marketing Partner may be required to provide the Company with proof of residency.
5. A Marketing Partner must read and agree to comply with the FTC / SEC document located in the resource section of Partners back office no matter what market a marketing Partner may reside.

#### D. Falsified Registration:

1. Submitting an Independent Sales Representative Application and Agreement on behalf of an individual without that individual's permission and bona fide signature is illegal and strictly prohibited as is submitting or encouraging someone to submit false or invalid information on an Application & Agreement. A person who submits false information on their Application & Agreement, or encourages someone to do so, will have his or her account terminated and will lose all rights to his or her Marketing Partner status. Criminal or civil legal consequences may result.

#### E. Confidentiality:

1. Upon signing a Marketing Partner Agreement, the Marketing Partner agrees to maintain confidentiality regarding any trade secrets, proprietary information and all information relating to the business, Marketing Partners, products, customers or suppliers of Xcelerate International or its Marketing Partners - including mailing lists and other lists of Marketing Partners (and) all information relating to the identity of and relationship between Xcelerate International Marketing Partners. Marketing Partners must use their best efforts to keep such information confidential and must not disclose any such information to any third party, directly or indirectly.

2. Marketing Partners agree to keep Xcelerate International' Confidential Information 'secret and confidential' and not use or attempt to use it directly or indirectly for their own advantage in a manner which may cause actual or potential loss to the company or to other Marketing Partners. Marketing Partners are also obliged to take reasonable precautions to maintain the integrity of the Confidential Information.

F. Identification Numbers / usernames:

A unique Marketing Partner Identification Number (ID) or username will be automatically issued upon enrollment to be used for enrolling other Marketing Partners and ordering products.

G. Doing Business as an Entity (DBA):

1. A unique Marketing Partner Identification Number (ID) or username will be automatically issued upon enrollment to be Marketing Partners may only operate their Marketing Partner Business using their personal name and may only use a registered business name or a corporate entity upon submission by the applicant/Marketing Partner and acceptance by the Company of a DBA Form simultaneous with or subsequent to the submission of the Independent Sales Representative Application & Agreement under the individual's name.
2. All DBA documents must be done within the same country of registration.
3. The Company reserves the right to suspend, without prior notification, any accounts that do not follow the proper DBA protocol, pending receipt of the proper documentation.
4. By reference, the terms on the DBA Form are incorporated herein and form part of this P&P.

H. Marketing Partner Status:

1. A Marketing Partner shall remain Active Status so long as he/she remains in compliance with the Company P&P and other rules and regulations.
2. Marketing Partners electing not to remain active may only reapply for a new position six (6) months after the account had been cancelled (Section S. Voluntary Cancellation) or after a twelve (12) month period of consecutive inactivity.



3. To be Eligible to be paid in the Matrix Compensation Plan, the Marketing Partner must be in Active status with a minimum of 60PV monthly qualification requirements.
4. The Company reserves the right to remove Marketing Partners from the system that are inactive for a consecutive 2 month period, and any personally enrolled downline under their Marketing Partner status will remain under the Marketing Partner's Sponsor organization. Matrix compression will apply in accordance to the Compensation Plan.

I. Change in Sponsor:

1. Because of the need to maintain the integrity of the Downline/Matrix, Sponsor changes may not be feasible and generally will not be allowed. All Sponsor change requests require four (4) levels active Upline approval and the Company has complete discretion to allow or disallow any proposed change. A fifty dollar (\$50 USD) non-refundable fee is required with each Sponsor Change Request.
2. Sponsor Changes: Marketing Partners wishing to change sponsors have the option of canceling their current Marketing Partner Business and remaining inactive for six (6) months before reapplying as a new Marketing Partner under the Sponsor of their choosing. The 6 month inactivity period begins upon receipt and acceptance by the Company of the canceling Marketing Partner's signed letter of cancellation.
3. Upon acceptance by the Company, the new Sponsor of the transferred Marketing Partner becomes permanent.
4. The Company will not consider any changes submitted more than three (3) days from the enrollment date.
5. All sponsor changes are at the sole discretion and require the final approval of the Compliance Department, whose decision will take into account the overall good of the organization. All decisions are final.
6. If the changes are approved, adjustments will not be processed for previously paid commissions.

J. Sale or Transfer of Marketing Partner Status:

1. Marketing Partner Business transfers are subject to a Right of First Refusal ("RFR") to the Qualified Direct Upline.
2. If a Marketing Partner receives a Bona-Fide Offer to purchase his or her Marketing Partner Business, the Marketing Partner shall first offer to its Qualified Direct

Upline on the same terms and conditions as those contained in the Offer. The Company shall convey the Offer by providing written notice of the same to the Marketing Partner's Qualified Direct Upline. The Qualified Direct Upline shall have ten (10) business days in which to accept or reject such offer. If the Qualified Direct Upline accepts the offer, he or she must provide written notice to the Company upon acceptance.

3. If the Qualified Direct Upline fails to exercise his or her RFR within the time allotted, the Marketing Partner may transfer the Marketing Partner Business to a corporate approved third party according to the same terms and conditions contained in the Offer, provided, however, that the Marketing Partner complies with all other transferring procedures contained in this Section and as may be established from time to time by the Company.
4. The RFR shall apply to each new Offer received by the Marketing Partner.
5. The following circumstances are not subject to the RFR requirements in Section 4; however, each instance requires that an amended Marketing Partner Agreement and Statement of Beneficial Interest be filed with the Company.
  - i. When the name of a Person who has a Beneficial Interest in the Marketing Partner Business is added to the Marketing Partner Agreement (e.g., a wife adding her husband).
  - ii. When the name of a Person who no longer has a Beneficial Interest in the Marketing Partner Business is removed from the Marketing Partner Agreement (e.g., a minority Marketing Partner who is removed from a company; or a shareholder, not holding a controlling interest, sells his or her interest in a company.)
  - iii. When the Marketing Partner is an individual and is transferring his or her ownership rights to a legal entity in which only that Marketing Partner has a Beneficial Interest (e.g., a husband and wife form a limited liability company to operate their Marketing Partner Business and are the only Marketing Partners/ managers).
6. All transactions must maintain the integrity of the organizational genealogy.
7. A USD\$100 Sale/Transfer Fee will apply and must be submitted along with a notarized Transfer Affidavit, new Application & Agreement for the transferee, and any supporting documents requested by the Company.
8. Company approval of a proposed sale must be in writing. Until written approval is received, the transferee or buyer is not authorized to conduct business under the Marketing Partner Business. Commissions will continue to be paid under the name of the original Marketing Partner until approvals are granted. Previously

earned commissions under the Marketing Partner Business will not be reissued under the transferee or buyer's name.

9. By reference, the terms on the Transfer Affidavit are incorporated herein and form part of this P&P.
10. The transferee cannot have any interest in another position or account.
11. The Company may terminate the Marketing Partner Agreement if the seller/transferor does not meet any of the above requirements.

K. Dissolution of Marriage, Business Partnership or Death:

1. Upon death or incapacity, the benefits of this Agreement shall inure to the Marketing Partner's heirs or successors in interest and the obligations and benefits of the P&P shall be binding upon the respective successors, upon completion of a new Marketing Partner Application and Agreement.
2. In the event of a death, the designated beneficiary shall provide the Company with a certified copy of the final will and testament (or probate decision in absence of a will), if any, along with a certified copy of the Death Certificate.
3. Successors in interest must submit an amended Marketing Partner Agreement. Upon notice of demise, the Company reserves the right to make payments to the estate of the deceased Marketing Partner. If the legal successor wishes to terminate the account, a written, signed statement of request to terminate must be submitted along with appropriate legal proof of death. If the legal successor to the Marketing Partner Business is already an existing Marketing Partner, the Contract will be assigned to the existing Marketing Partner.
4. Beneficial Interest through inheritance; provided, however, that the existing Marketing Partner does not already own another Marketing Partner Business through inheritance. If the existing Marketing Partner already owns another Marketing Partner Business through inheritance, the Company will allow multiple Beneficial interest through inheritance for up to six (6) months, by which time the existing Marketing Partner must have sold or otherwise transferred the existing or one of the inherited Marketing Partner Business.
5. Should a marriage, common-law union or business partnership dissolve, the parties must notify the Company in writing with details as to who will retain the Marketing Partner position. The notification must include the signatures of both parties.
6. Until said notification, commission/bonus payments will be payable in accordance with the current Marketing Partner Application & Agreement on file. Under no circumstances will the Company interfere in settlement disputes or split

commission and bonus payments between divorcing spouses or Marketing Partners of dissolving entities.

7. Once the dissolution is finalized, the second party may be entitled to enroll as a new Marketing Partner under the Sponsor of his or her choice upon submission of a completed Application & Agreement, if he or she remains in good standing with the company.
8. Marriage: If two Marketing Partners marry, they may keep their Marketing Partner Business separate.

L. Processing Requirements:

1. The selling/transferring Marketing Partner must either provide or have on file a current and accurate Marketing Partner Agreement and Statement of Beneficial Interest for all Business Entities requesting the transfer.
2. Specific documentation available by request from the Company must be submitted in order to process a sale or transfer of Marketing Partner Business.
3. An application for a sale or transfer must be received by the Compliance Department at the Company by 11:59pm on the last day of the month in order for the change to be effective for the given month.
4. Any requests received after 11:59pm on the last day of the month will be processed for the following month.
5. A one hundred dollar (\$100 USD or equivalent local currency) fee will be assessed per each request.

M. Beneficiaries:

1. Upon death or incapacity, the benefits of this Agreement shall inure to the Marketing Partner's heirs or successors in interest and the obligations and benefits of the P&P shall be binding upon the respective successors, upon completion of a new Marketing Partner Application and Agreement.
2. In the event of death, the designated beneficiary shall provide the Company with a certified copy of the final will and testament (or probate decision in absence of a will), if any, along with a certified copy of the Death Certificate.
3. In the event of an extended probate, the legal Marketing Partners of the deceased Marketing Partner should contact the Company to discuss how to process. In the

absence of any instructions, all communications and payments will be made in accordance with the original Application.

N. Sponsoring Rights and Responsibilities:

1. Marketing Partners have the right to sponsor others within authorized territories. Only Xcelerate International will determine and announce which territories are authorized for Xcelerate International business activity.
2. Sponsors must fulfill the obligation of performing bona fide supervisory and training functions in the marketing of products and program benefits.
3. Sponsors must not make exaggerated claims of financial rewards during marketing presentation. The displaying of commission/bonus payments is considered an income claim and is prohibited.
4. At all times Sponsors must emphasize that success in the Company's marketing program will vary from Marketing Partner to Marketing Partner and will depend on personal efforts, including, but not limited to skill and time invested in developing the business. Marketing Partners are compensated solely for the sale of products sold by them and their downline organization. The mere act of sponsoring a new Marketing Partner does not generate any compensation whatsoever.
5. The ultimate purpose of the Xcelerate International business is the sale of products to end consumers; this must be emphasized in all opportunity presentations.

O. Placement:

1. Once the Company accepts an Applicant's Marketing Partner Agreement, the new Marketing Partner is automatically placed on the first available matrix position of the Enrolling Sponsor's Downline Organization.

P. International Marketing Partner Status:

1. Marketing Partners may only conduct business in countries where the Company officially announces that is authorized to conduct business. This includes prospecting, lead generation and sales of product. In addition, due to differing requirements in labeling and compliance from country to country, product originating from one country may only be sold or delivered within that country. In order to protect the integrity of the Company as well as the organization, violations of this policy will not be tolerated.

2. Legal requirements for conducting business differ for each country, so Marketing Partners should not assume that Marketing Partner Status requirements are the same worldwide. Marketing Partners interested in participating in other international Xcelerate International ventures should contact their local office to obtain instructions.

Q. New Market Development:

1. Marketing Partners may not individually import, export or distribute products or business building tools in any country.
2. The Company has the sole responsibility of contacting and coordinating with government or legal agencies for the purpose of initiating the approval process to introduce Xcelerate International products to any country. Notwithstanding the Marketing Partner's enthusiasm and good intentions, circumvention of this policy could have harmful effects on the Company's ability to conduct business. Therefore, attempts to market in countries outside of the Xcelerate International official list of open countries will result in sanctions up to and including immediate termination of the Marketing Partner's status.
3. Marketing Partners understand that conducting any pre-launch activity in countries not officially open for Xcelerate International business is against Company policy.
4. Violators of this policy shall be subject to the laws governing that country, termination of their Marketing Partner Status and subject to civil and/or criminal prosecution to recuparate any damages to the Company.

R. Orphans:

1. Orders will not be accepted from anyone who does not have a Marketing Partner Sponsor.
2. If the Company receives inquiries from the public about its products and opportunity, it will attempt to ascertain whether contact resulted from a Marketing Partner's sponsoring efforts and if so, the inquiring party will be referred to that Marketing Partner. Other prospects, who have simply heard of the company without any discoverable contact with a Marketing Partner, will be referred to an Active Marketing Partner pursuant to the Company's lead distribution policy.

S. Voluntary Cancellation:

1. Marketing Partners may cancel their Marketing Partner Business status at any time with a signed and dated letter indicating their intent to discontinue their Status.

2. Any Downline organization affected by the resignation will remain under the Marketing Partner's Sponsor organization. Matrix compression will apply in accordance to the Compensation Plan.
3. Once an account has been cancelled, the former Marketing Partner may not re-apply for Marketing Partner Status, whether as an individual or part of an entity, six (6) months from the date of cancellation, provided he or she was in good standing at the time of voluntary cancellation.
4. Cancelled accounts will not be reinstated to their original placement position under any circumstance.

T. Involuntary Termination:

1. The Company may terminate a Marketing Partner, at its sole discretion, if any provision of the Agreement, including any amendments that may be made by the Company, is violated.
2. In the event of a Marketing Partner termination, the following procedures will be followed:
  - a) If cause exists for termination, the Company will inform the Marketing Partner by Email at the latest address listed with the Company for the Marketing Partner that his/her Marketing Partner status is immediately terminated. The Marketing Partner will have ten days from the receipt of email to appeal the termination in writing. Unless the Marketing Partner replies to the Company within this time period, the termination will be deemed final.
  - b) Upon timely appeal of the termination, the Company will review the matter and determine the appropriate action, and the decision of the Company will be final.
  - c) In the event that a Marketing Partner resigns or is terminated, they will not be entitled to any compensation from the Company. In cases where a termination is disputed, the Company may, at its option, hold all past, current and future monies in a reserve fund until the dispute is settled.
  - d) Any Downline organization affected by the termination will remain under the Marketing Partner's Sponsor organization. Matrix compression will apply in accordance to the Compensation Plan.
  - e) Cancellation shall become effective on the date on which written notice is mailed, faxed or emailed to the Marketing Partner's last known address (physical or electronic), or when the Marketing Partner receives actual notice of cancellation, whichever occurs first.

#### U. Non-Disparagement.

1. The Marketing Partner agrees and covenants that they will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company or its businesses, or any of its employees or directors. This section does not, in any way, restrict or impede the Marketing Partner from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency. This section does not prohibit or restrict the Marketing Partner (or Marketing Partner's attorney) from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or any state or federal regulatory authority regarding the Company or the facts or circumstances of Marketing Partner's relationship with the Company. The Company agrees and covenants that it shall cause its officers and directors to refrain from making any defamatory or disparaging remarks, comments, or statements concerning the Marketing Partner to any third parties. In the event of the Marketing Partner's violation, at any time, the Marketing Partner will, in the discretion of the Committee, forfeit all benefits then unpaid that otherwise would have been payable to the Marketing Partner's pursuant to this Agreement.

#### V. Cross Recruiting.

During the term of the Marketing Partner's relationship and for a period of six (6) months following the end of an Marketing Partner's relationship with Company, an Marketing Partner must not engage in "**Cross Recruiting**." Cross Recruiting is the actual or attempted solicitation, recruitment or enrollment, either directly or indirectly, of other non personally sponsored Company Marketing Partner's to participate in any other commission-based network marketing opportunity.

## Section 2: Company Products & Services

The Company opportunity is built upon retail sales to the ultimate consumer. As the Company imposes low minimum inventory requirement on its Marketing Partners, a Marketing Partner must use its own judgment to determine the amount of inventory they will need to sustain for their projected Retail Sales, Sampling and Personal Use.

#### A. Marketing Partner Product Ordering:

- a) Products can be ordered through the Marketing partner's back office or website at [www.Xceleratefueltabs.com](http://www.Xceleratefueltabs.com) or other corporate sponsored websites.
- b) The prices of the Company's Products are subject to change at the discretion of the Company.



- c) Payment must be the exact amount of the order and may be made by those methods presently available.
- d) Separate payment must be included for each order submitted.
- e) Multiple Marketing Partners cannot combine two or more orders on the same form.
- f) Orders must be paid in full prior to pick-up or shipping. All shipping and handling costs are based on delivery location and the amount of Products ordered.
- g) Unauthorized use of another Person's credit card is prohibited.
- h) The Company will correct any charge errors reported within 15 days of the date the order was placed, but will not be responsible for any errors or omissions not reported within 15 days.
- i) Once an Order is placed it cannot be cancelled. The Marketing Partner will have to go through the return or exchange procedures as outlined in this document. Retail Customers must contact Support for instructions.
- j) Orders are credited to the commission period in which they are received, provided that proper payment is also received.
- k) The Company reserves the right to reject any order for any reason.
- l) By reference, the provisions on the Order Form are incorporated into this Agreement.

**B. Retail Customer Program:**

1. Retail Product purchases can be ordered through the Marketing Partner's website [www.Xceleratefueltabs.com](http://www.Xceleratefueltabs.com) or other corporate sponsored website.
2. The primary relationship in these transactions is between the Marketing Partner and their customer. Xcelerate International fulfills a third-party merchant and fulfillment service role only.
3. Marketing Partners will operate their Retail Customer business in accordance with all the rules, regulations, policies, and procedures set forth by the Company.
4. Marketing Partners shall provide their current contact information to their Customers and

make it known to their Customers that they are available to answer questions, provide advice, and respond to customer concerns. Marketing Partners shall consult Company provided training materials and FAQ for assistance in supporting and responding to Customers.

5. In the event of a Retail Customer dispute, resolution is the responsibility of the selling Marketing Partner. The Company may step in as a third-party intermediary in the case of non- resolution.
6. Retail Customers purchase product directly from the Company at the current Suggested Retail Price (SRP).
7. Retail Customers are not authorized to sponsor any individual or entity, resell Company products or services, or participate in the Xcelerate International compensation program.

#### C. Autoship Program:

1. For convenience, the Company offers an AutoShip program to assist Marketing Partners and Customers in managing their inventory.
2. Marketing Partners and Customers may enroll in the AutoShip Program by setting up an AutoShip profile online at the time of purchase.
3. Marketing Partner AutoShip orders are processed on the day of the month the Marketing Partner sets up the Autoship to commence for that month and each consecutive month, subject to processing volume. AutoShip orders will ship within 5 business days from the date the order was processed.
4. By reference, the AutoShip Agreement is incorporated into this P&P.

#### D. Back Orders:

1. If the Company is temporarily out of stock on ordered Product, a Marketing Partner will receive a "Back Order" notice with his or her shipment. Back orders are filled first as new inventory arrives. Volume on back orders is credited to the month in which the Company received payment for the original order, but commissions may be delayed until shipment has been completed.

#### E. Electronic Funds Transfer (EFT):

1. This method of payment may be an option for the purchase of Products and payment of Commissions to Marketing Partners in certain Authorized Countries. When a Marketing Partner sets up an EFT method to purchase Products or receive Commissions, he or she is authorizing the Company to electronically debit or credit

his or her bank account on a recurring basis for the amount of any designated purchase or payment, subject to the laws of the Authorized Country where the Marketing Partner resides.

- a) In order to establish EFT as a purchase or payment method, an eligible Marketing Partner must submit the required forms to a Company customer service representative or through their Marketing Partner back office.
- b) A Marketing Partner's use of a bank account belonging to another person for EFT purchases requires written, notarized authorization by the owner of the account. Failure to obtain proper authorization constitutes a breach of Contract.

#### F. Payment Default:

1. Any payment that is not supported by sufficient funds or that is returned uncollected constitutes a breach of the Contract. The Company will assess a handling fee of twenty-five dollars (\$25 USD or equivalent local currency) for all payments lacking sufficient funds. The Company reserves the right to restrict a Marketing Partner's payment method.
  - a) When there are not sufficient funds, the Marketing Partner is responsible for all bank charges plus the Company's handling fee. In the case of the EFT method, the Marketing Partner understands that when the Company's first attempt to receive an EFT payment is unsuccessful, the bank may make a second attempt within three (3) days. The Marketing Partner's bank may charge an insufficient funds fee for each unsuccessful attempt. If there are insufficient funds, the Company will put a hold on the Product or cancel the shipment. If the Product has already been shipped, the Marketing Partner will be expected to use an alternate means of payment for the Product. If payment is not received within a reasonable amount of time, the Company may proceed with collection measures, stop the future shipment of orders, and take any other recovery steps available to it under the Contract, including withholding Commissions.
  - b) Any uncollected amount may be deducted from the Marketing Partner's present or future Commissions.
  - c) The Marketing Partner understands that all Persons listed on the Marketing Partner Agreement, or any Person having a Beneficial Interest in the Marketing Partner Business, will be held jointly and severally liable for the outstanding amount for unpaid Product and fees. It is expressly understood by the Marketing Partner that this joint and several liability supersedes any limitations of liability otherwise available to the Marketing Partner Business or its Beneficial Interest holders.

#### G. Sales Tax, GST, VAT:

1. Sales tax is collected on Product sales in all states. International markets and provinces that require sales tax to be collected. Shipping and handling is calculated using the applicable rates for the location of where the product is shipped. The Company will collect and remit sales tax to the proper taxing authority following collection. The Company may, in its sole discretion, accept "Sales and Use Tax Exemption Certificate" or equivalent document to the Company. If occupied by the Company, the collection of sales tax will be the responsibility of the Marketing Partner. Seeking the advice of a tax professional is recommended to determine tax issues for each Marketing Partner and their business. It is the responsibility of the Marketing Partner to provide an updated copy of its certification for exemption from sales tax each year.

#### H. Product Inspection and Acceptance:

1. Marketing Partners must inspect Product upon delivery. If the Product is damaged in shipment, incorrectly sent due to a Company error, or otherwise of substandard quality, the Company will exchange the Product, provided you notify the Company within five business days of receipt of the order. If an exchange is not feasible, the Company will refund the amount of the returned Product. Failure to notify the Company within five business days of non-conforming Product will be deemed acceptance of the Product delivered.

#### I. Returns, Refunds, and Exchanges:

##### 1. Customer Product Return Policy:

- a) If purchased directly from Xcelerate International: A Customer may return the unopened product for a full refund of the purchase price within 30 days of the date of purchase. To obtain a refund, the Customer must contact Customer Service for authorization and additional instructions on the refund procedure. Xcelerate International will only honor one refund request per product from any Customer, except where a product is received in a damaged or defective condition. One-way shipping or courier costs to Xcelerate International for the return of Product will be borne by the Customer unless otherwise prohibited by law.
- b) If purchased directly from a Marketing Partner: Marketing Partners are required to honor the Xcelerate International 30 Day Money Back Guarantee for all Customers who purchase the Products from you. The Customer may return the unopened Product to you within 30 days of purchase for a replacement or refund. To process a Customer return, you must collect the unopened product, Customer's full name, phone number, and email address (the "Customer Contact Information"), and contact customer service at

support@XcelerateInternational.com for authorization and further instructions on the refund/replacement procedures. One-way shipping or courier costs to Xcelerate International for the return of Product will be borne by the Marketing Partner unless otherwise prohibited by law. Customers are limited to one refund request per product, except where a product is received in a damaged or defective condition.

- c) **Marketing Partner Return Policy:** You may return the unopened product for a full refund upon notifying the Marketing Partner Relations Center within 30 days from the date of your purchase. An agent will assist you with the proper procedures in order to process your refund. Marketing Partners are limited to one refund request per product, except where a product is received in a damaged or defective condition. Any advancement in the Xcelerate International Rewards Plan, bonuses or awards achieved as a result of these purchases will be reversed and the amount(s) deducted from the Marketing Partner's refund. All refunds except those for damaged or non-conforming product will result in termination of members account. **Effect of Returns and Refunds on Marketing Partner Commissions:** Any Commissions paid to the Marketing Partner and his or her Upline for the Product returned by a Marketing Partner or Customer may be debited from the respective Upline Marketing Partner's account or withheld from present or future Commission payments.

#### J. Restrictions on Sales:

- a) **Prohibition on Sale for Purposes of Resale.** A Marketing Partner is prohibited from selling Products to any Person who the Marketing Partner knows, or has reason to suspect, will resell those Products. This provision survives the termination of the Contract. Persons or companies that want to purchase products for resale should enroll as a Marketing Partner and purchase those products directly from the Company.
- b) **Internet Sales.** Marketing Partner acknowledges and agrees that the advertising and selling of Products on the Internet may only be done on a Company provided Website. A Marketing Partner may not, directly or indirectly, sell or offer for sale Products on any unauthorized Website, including, but not limited to, Amazon, eBay, Walmart Marketplace, Kijiji and Craigslist without prior consent from company. The provisions of this Section survive the termination of the Contract.

- c) Retail Establishments. Except as described herein, a Marketing Partner may not sell Products or promote the business opportunity through unapproved Retail Establishments. The display of Xcelerate International Independent Marketing Partner information within the premises of a Retail Establishment is acceptable if it complies with all the relevant advertising requirements of this Section and with the following:
- d) The display may incorporate one of each Product per Retail Establishment, and/or several images of such Products, into a display for the sole purpose of advertising.
- e) No Altering. A Marketing Partner shall not re-label, alter, modify, tamper with or repackage any Products or Product labels, packaging, or literature.

## **Section 3: Compensation**

The Xcelerate International Compensation Plan is based on a Network Marketing system of person-to-person distribution and direct sales to end consumers. Marketing Partners are compensated for the products sold and distributed through their sales and marketing organizations. Commissions are paid to Marketing Partners who qualify pursuant to the Rewards Plan and who are in compliance with the Contract. A Marketing Partner does not receive compensation for sponsoring or recruiting other Marketing Partners. By reference, the Xcelerate International Compensation Plan is incorporated into this P&P.

### **A. Commissions:**

1. The Company will pay Commissions to Qualified Marketing Partners on Product orders that have been received before the end of the Commission period; (ii) fully paid; and (iii) the sale is completed.
  - b) Commissions are paid in the name of the Business Entity listed on the Marketing Partner Agreement. When no Business Entity is listed, Commissions are paid to the personal name of the first Person listed on the Marketing Partner Agreement.
  - c) Commissions/bonuses are not paid on the purchase of any promotional business material such as sales aids.
  - d) If a Marketing Partner believes that there is an error in the computation of commissions and/or program qualifications, the error must promptly be brought to the attention of the Company. If such problems are not presented to the

Company in writing within Thirty (30) days after the end of the relevant Commission period, the Marketing Partner waives all recourse with respect to such alleged error.

**B. Minimum Payment:**

1. The minimum amount for payment of commission and bonus is 25 dollars (\$25 USD or equivalent local currency). Commissions and/or bonuses in an amount less than 25 dollars (\$25 USD or equivalent local currency) for a pay period will accumulate until they equal or exceed one dollar (\$25 USD or equivalent local currency).

**C. Returned or Unpaid Payments:**

1. The Company makes every effort to ensure that a Marketing Partner receives its commission payments. However, if a commission payment is unpaid due to insufficient information or other reasons beyond the control of the Company, the payment will be held for the benefit of the Marketing Partner for 180 days. Once the 180 day time period has passed, the commissions may be voided.

**D. Commission/Bonus Payment Fees:**

1. The Company may debit or place a hold on any commission/ bonus payments for any amount owed it by the Distributor.
2. When a product is returned to the Company for a refund, the Company, at its discretion may, in the month in which the product is returned, and continuing each pay period thereafter until the bonuses or commissions are recovered:
  - a) Deduct any bonuses and commissions attributable to the returned or repurchased products from the Distributor(s) who received the bonuses and commissions on the sales of said products.
  - b) Deduct the corresponding points from the Personal or Group Volume of the Distributor who earned commissions/bonuses based on the sale of the returned products.

**E. Deductions and Offsets:**

1. The Marketing Partner authorizes the Company to deduct fees from its Commissions as deemed appropriate in accordance with Section 2 herein or any other term or condition of the Contract. Any reasonable fees will be assessed at the sole discretion of the Company.

## **Section 4: Income and Retail Sales Tax**

Xcelerate International does not withhold income tax on commissions earned by its Independent Consultants. It is your responsibility to report your earnings and pay the applicable government taxes in your country, state, or province of residence. You are responsible for any penalties imposed by the taxation authorities for non-payment, late payment or insufficient payment of taxes. For more information, please contact your local tax authority or your accounting professional. Xcelerate International does not give tax advice.

### **B. U.S. Residents:**

1. Annually, Xcelerate International provides the U.S. Internal Revenue Service (IRS) and U.S. Independent Consultants with a 1099-Misc form (Non-employee Compensation Earnings Statement) for each American resident who falls into the following categories:
  - a) had earnings and/or bonuses and/or won prizes (including trips) of over \$600 in the previous calendar year;
  - b) made commissionable purchases listed on their Independent account in excess of \$5000.00 (based on wholesale price), or in accordance with individual regulations.
2. Certain states may have other criteria which would result in issuance of the 1099-Misc form. Consult your tax advisor or accountant for advice.

### **C. Canadian Residents:**

1. Annually, Xcelerate International provides Revenue Canada and Independent Consultants with a T4-A form (Statement of Pension, Retirement, Annuity and Other Income) who:
2. Had earnings and/or bonuses and/or won prizes (including trips) of over \$500 in the previous calendar year.
3. Similarly, Xcelerate International annually provides Revenu Québec and Canadian Independent Consultants who are residents of the province of Quebec with a RL 1 slip (Relevé 1 - Employment and other income) who had earnings and/or bonuses and/or won prizes (including trips) of over \$50 in the previous calendar year.



#### D. Retail Sales Tax – United States:

1. Xcelerate International will collect sales tax for each state that allows or requires it to do so (for additional information such as specific states that require Xcelerate International to collect sales tax, please contact Customer Service) and will remit the tax to the appropriate government agencies.
2. Xcelerate International is required to collect and remit sales taxes based on its “suggested retail price” and the sales tax rates applicable to the ship-to address. The suggested retail price will be used as the tax base except when:
  - a) the Independent Marketing Partner’s state allows the use of resale certificates or tax numbers. In this case, if the purchase is made for resale and the Independent Marketing Partner has a valid resale certificate or tax number on file with Xcelerate International, Xcelerate International will not collect the applicable taxes from the Independent Marketing Partner. The Independent Marketing Partner is responsible for collecting and remitting taxes to the appropriate taxing authorities.
  - b) Xcelerate International sells directly to Customers who have been referred to Xcelerate International by an Independent Marketing Partner. Taxes will be charged based on the purchase price paid by the Customer. A Customer is not eligible to resell products, nor use his account to make products available to another Customer.
3. Xcelerate International will collect the applicable sales tax on the personal orders of products purchased by the Marketing Partner based on the actual price paid by the Independent Marketing Partner, subject to the limitations described below.
4. For the purpose of this policy, a personal order includes products purchased for resale and/ or products personally consumed by you or by the officers, directors, shareholders, or employees of the Marketing Partner Business if you are operating under a business name.

#### E. All Other Jurisdictions:

1. Xcelerate International will collect and remit sales tax on the actual price paid by Consultants or Customers at the time of purchase.

#### F. Tax Exempt Forms:

1. In order to be exempt from any taxes, you must provide Xcelerate International with a certified copy of your tax-exempt status; these forms must be received before an order is placed. Taxes cannot be refunded retroactively.

#### G. Other Forms:

1. Xcelerate International reserves its right to provide the applicable federal, state and provincial tax authorities with any additional tax information as may be required by changes to applicable tax legislation.

## **Section 5: Advertising**

Xcelerate International encourages Marketing Partners to advertise and promote the company's products and marketing opportunities. However, it is critically important that all Marketing Partners comply with the advertising guidelines contained in these Policies and Procedures. All and any testimonies or claims must also comply with these Policies and Procedures. In order to protect Xcelerate International and its Marketing Partners, Xcelerate International reserves the right to suspend and/or terminate Marketing Partners who are in violation of these advertising guidelines.

#### A. Trademarks, Logos, Names and Copyrights:

2. Marketing Partners may not use Xcelerate International trademarks, logos, name or trade names or any distinctive phrases used by Xcelerate International in its business except as stated in these Policies and Procedures. Marketing Partners who make authorized use of Xcelerate International's trademarks, logos, names or trade names must clearly indicate the term "Xcelerate International Independent Marketing Partner" and it must be placed directly under the logo or trademark used. Marketing Partners may not use Xcelerate International trademarks or names in the domain names or subdomain names of Web site addresses or within electronic address/emails.
3. The Marketing Partner agrees to immediately re-assign to the Company any registration of the Company names, trade names, trademarks, or Internet domain names registered or reserved in violation of this policy. The provisions of this Section survive the termination of the Contract.
4. Marketing Partners may not produce for sale or distribution any recorded company events and speeches without written permission from Xcelerate International nor may Marketing Partners reproduce for sale or for personal use any recording of company-produced audio or video presentations.

#### B. Literature, Sales Aids, Television and Radio:

1. To promote both the products and the opportunity Xcelerate International offers, Marketing Partners must use only the sales aids and support materials produced by Xcelerate International. Sales aids and support materials include but are not limited to: Product brochures, videos, audios, reference books and product

catalogues (both digital and in print). The rationale behind this requirement is simple; Xcelerate International has carefully designed its products, product labels, Compensation Plan and promotional materials to ensure that each aspect of Xcelerate International is fair, truthful, substantiated and complex with the vast and complex legal requirements of federal, state and provincial laws.

2. Marketing Partners may place generic classified business opportunity advertisements such as those intended for print media (i.e. local newspapers and magazines) or for classified online ads such as Craigslist or Kijiji, provided the advertisement conforms to all applicable laws and regulations and does not in any way utilize any of the Company brand, images or trade names.
3. Mass-media marketing is not authorized and any requests for such projects will be denied. Examples of this type of marketing include radio and television appearances or infomercials, commercials or billboards.
4. A Marketing Partner may only use a celebrity endorsement with written approval from the Company and the specific prior written approval of the endorsing celebrity for each use of the celebrity's name.
5. Xcelerate International requires a minimum of three business days to approve any requests. Unless the Marketing Partner receives a written approval to use said advertising piece, the request shall be deemed denied.
6. The Company retains the right, at its sole discretion, to request the immediate removal of any and all non-compliant or offensive material used by Distributors to promote the Company's products or opportunity.

#### C. Media Inquiries:

1. In order to ensure accuracy and consistency in the information given to Marketing Partners of the media, Marketing Partners receiving any inquiry regarding Xcelerate International, its products, employees or marketing programs must immediately refer the inquiring parties to Xcelerate International's Head Office through our Compliance Department. Personal appearances made by Xcelerate International Marketing Partners on television or radio to represent Xcelerate International products or services are prohibited without the prior written approval of Xcelerate International's Compliance Department.

#### D. Telephone/Telemarketing:

1. Xcelerate International prohibits Marketing Partners from answering or identifying themselves on the telephone in any manner that would make callers believe they have reached the corporate offices of Xcelerate International. Marketing Partners should therefore refrain from using Xcelerate International's name in answering the phone by saying "Xcelerate International" or "this is (name) with Xcelerate International". This also applies to telephone listings and recorded messages. The approved telephone listing for all telephone publications is "Xcelerate International Independent Marketing Partner (name)".
2. Marketing Partners must not engage in telemarketing relative to the operation of their Xcelerate International businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Xcelerate International product, or to recruit them for the Xcelerate International opportunity. "Cold Calls" made to prospective Customers or Marketing Partners that promote either Xcelerate International's products or the Xcelerate International opportunity constitute telemarketing and are prohibited.

#### E. Retail Establishments:

1. Except as described herein, a Marketing Partner may not sell Products or promote the business opportunity through unapproved Retail Establishments.
2. The owner of an independent retail store (sole proprietorship) that wishes to sell or promote Xcelerate International products must be a Xcelerate International Marketing Partner in good standing and purchase the products through the corporate website.
3. Marketing Partners and/or retail outlets are not permitted to sell Xcelerate International products at a discounted price.
4. The display of Independent Marketing Partner information within the premises of an approved Retail Establishment is acceptable if it complies with all the relevant advertising requirements of this Section and with the following:
5. The display may incorporate one of each Product per Retail Establishment, and/or several images of such Products, into a display for the sole purpose of advertising.
6. Company products cannot be sold, marketed or distributed at any franchise stores or big box retailers.
7. To protect person to person marketing efforts, the Company retains the right to restrict its products from being sold at any location which it does not deem acceptable.

8. Exterior signs or window displays advertising the Company or its products will not be permitted at any non-corporate location.

F. Trade Shows, Fairs, Flea Markets:

1. Each Marketing Partner is responsible for contacting the appropriate local authorities regarding any required sales licenses, permits or forms with regard to participation in an event such as a trade show, fair or exhibition (an "Event"). If a license, permit or special form is required, a copy must be sent to Xcelerate International for its permanent records.
2. You must receive prior permission from Xcelerate International before setting up an exhibit at any Event. Your request to attend a specific event must be sent in writing to the Compliance Department. When permission is granted, it is granted for the specific Event only. Permission does not carry over to the same Event on another date or at another place. Xcelerate International grants permissions for only one Marketing Partner to display Xcelerate International products at each Event. If two Marketing Partners apply for permission to represent Xcelerate International at any given Event, preliminary permission will be granted to each Marketing Partner. Final approval will be given to the first Marketing Partner who provides Xcelerate International with a copy of the booth space contract showing proof of payment for such Event.

Marketing Partners are encouraged to cooperate with each other for such Events, but Xcelerate International remains the final authority on approval of attendance at Events where Xcelerate International products are represented or displayed.

3. A Marketing Partner may sell or promote Products at bazaars, flea markets, fairs, swap meets or other similar gatherings, utilizing company supplied or approved marketing materials.
4. A Marketing Partner shall not re-label, alter, modify, tamper with or repackage any Products or Product labels, packaging, or literature.

G. Internet Marketing & Advertising:

2. Subject to the provisions herein, Marketing Partners may use a Company provided website commonly referred to as a 'replicated website', to sell products and promote the business opportunity over the Internet. No Marketing Partner may independently design a website that uses the name, logos, or product descriptions of the Company or otherwise promotes (directly or indirectly) Xcelerate International products or the Xcelerate International opportunity, without first submitting the website to compliance for official approval.

3. Marketing Partners may create a link to their personal Xcelerate International site from a compliant independent Website and may redirect existing URLs to their Xcelerate International Internet address.
4. When selecting terms for use in domain names, you may not include Xcelerate International, Xceleratefueltabs, names of corporate executives and advisers, or any term that may be a derivative of or confusingly similar to the Xcelerate International trademark, such as "Xcelerate International.com".
5. Xcelerate International maintains the right to request the removal of any advertising or title if it conflicts with the corporate brand and interests.

#### H. Social Networking/Media Sites:

1. Marketing Partners are encouraged to use company provided images and messages from the Company Social Sharing System on their personal social networking sites such as "Facebook", "Twitter", "YouTube", "Google Video", "WordPress", "Blogger", etc. (collectively, "Social Media Sites"). Any distributor created images or messages must comply with the current policies and procedures and ensure that the following conditions are met:
  - a) All text, audio and video postings may not contain product or income claims. For product information, Marketing Partners may refer viewers to their Xcelerate International replicated Company Website. All postings must adhere to the company's code of ethics and are subject to this entire contract.
  - b) Links to Company videos may be posted to Social Media Sites, but may not be re-purposed or altered and must be in their original, untouched state and may not be used in conjunction with non-company produced videos.
  - c) The Company will monitor the Social Media Sites for compliance with the Policies and Procedures and Marketing Partner agrees to immediately remove or modify the Social Media sites or posts upon the Company's request.
  - d) Upon termination of the Contract, any social media pages created with the sole intent of networking the Xcelerate International business and/or products must be removed or signed over to Xcelerate International for proper dissemination of the group or page
2. While you are encouraged to share Xcelerate International in your Social Media Sites, you may not use Xcelerate International or a confusingly similar name as your account name, group name, page name, discussion name, or other social networking presence, and may not use the Xcelerate International logo, or a Xcelerate International product picture as your profile picture. Xcelerate International maintains its own social networking profiles that permit our Marketing

Partners to join pages created by Xcelerate International to communicate with the Xcelerate International community.

3. If you use a Social Media Site to market Xcelerate International, you must identify yourself as a “Xcelerate International Independent Marketing Partner” and not represent yourself as an official representative or employee of Xcelerate International.

## **Section 6: Corrective Action and Appeal Process**

### **A. Termination:**

1. A Marketing Partner may terminate the Contract by submitting to the Company in writing a request to terminate.
2. The Company may terminate the Contract if the Marketing Partner violates the terms of the Contract and any amendments thereto.
3. Upon termination, the Company may in its sole discretion dissolve the Marketing Partner Business and the downline would roll up to the placement sponsor

### **B. Resolution of Disputes:**

1. You should attempt to resolve any grievance or complaint against another Independent Marketing Partner by first seeking resolution advice from your upline.

### **C. Corrective Action Procedure:**

1. Allegations of a violation of a Policy (hereinafter referred to as “Issue”) may be brought against a Marketing Partner of the Company by any of the following as an “Initiator” of the procedure:
  - a) an employee of the Company, a Marketing Partner of the Company, and/or any third person who has been affected by the conduct of a Marketing
  - b) Partner or by the Company on its own notion. The complaint may be reported by writing to [compliance@Xcelerate International.com](mailto:compliance@Xcelerate International.com). The complaint will be filed with the Compliance Officer.
2. All references in this P&P to the “Compliance Officer” shall refer to the officer or employee holding that title or their designee.
3. The Compliance Officer may determine from the complaint, or other evidence pertaining to the Issue, that it does not constitute a violation of any Policy of the Company. The Initiator will be sent a reply to this effect, and no other process shall ensue.

4. The Compliance Officer may determine that the allegations are credible and do not warrant an investigation, in which case a Warning notice will be sent to the violating Marketing Partner directing them to cease the current activity. The Warning will include an agreement that the Marketing Partner must sign and return within a specified time frame for follow up.
5. If the Compliance Officer determines that the allegations are credible, the Officer has the right to investigate. Once the investigation is completed, a response will be forwarded to the Marketing Partner who has allegedly violated the Policy set forth in the Complaint. The complaint letter allows the Respondent to provide details of the "Issue", and to clarify the facts. Upon receipt, the Compliance Officer shall review the Marketing Partner's reply. If it is determined that appropriate measures have been taken to correct the Issue, the Officer will close the file. However, if the violation has not been rectified, disciplinary actions will be imposed, including termination of the Marketing Partner Agreement.
6. The Officer may impose any one or a combination of the following sanctions:
  - a) A Written Warning clarifying the meaning and application of a specific policy in the P&P and advising that a continued breach will result in further sanctions including suspension, inactivation or termination.
  - b) Suspension, inactivation or termination of the Independent Marketing Partner.
  - c) Any and all remedies available by law.

D. Effect of Termination:

1. Upon termination, whether voluntary or Company-initiated, you shall have no right, title, claim or compensation derived from the sales of products in your downline organization. You:
2. Shall not refer to yourself as an Independent Marketing Partner.
3. Shall not have the right to sell the Company's products.
4. Must discontinue using any materials bearing any Company logo, trademark or service mark.
5. Shall not continue to communicate with the Company except as required to perfect and pursue an appeal of the termination or to request reinstatement pursuant to these Policies and Procedures.



6. Shall not work for, work with, or otherwise assist or be utilized in any capacity by Xcelerate International Independent Marketing Partner in the operation of their business. This includes, but is not limited to, performing any functions in sales, support, promotions or in conducting meetings of any nature related to any Xcelerate International business.

#### E. Arbitration and Governing Laws

1. The Marketing Partner Application & Agreement is governed by the laws the Company operates in. Any dispute or claim or other differences between the Independent Marketing Partner, its owners, officers, employees, agents and/or partners on the one hand, and the Company, its owners, officers, employees and/or agents on the other hand arising out of or relating to the Marketing Partner Application & Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitral, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The tribunal will consist of three arbitrators. The place of the arbitration will be the one in which the Company in dispute has operations in. The language to be used in the arbitral proceedings will be the one in which the Company in dispute has operations in. The governing law in the proceeding will be the one ruling in the place in which the Company in dispute operates in. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.
  2. The Independent Marketing Partner, its owners, officers, employees, agents and/or partners on the one hand, and the Company, its owners, officers, employees and/or agents hereby expressly waive to any other jurisdiction that might correspond them due to their present and/or future domiciles or due to any other reason.
- F. The company never relinquishes its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. this is true in all cases, both specifically expressed and implied. In addition, if the company gives permission for a breach of the rules, for any reason, at any time, that permission does not extend to future breaches. this provision deals with the concept of "waiver", and the parties agree that the company does not waive any of its rights under any circumstances short of the written confirmation alluded to above.

G. Important Contact Information

Xcelerate International LLC

DBA Xcel Fuel / Xcelerate Fuel Tabs

4737 N Ocean Dr Lauderdale by the Sea,  
FL 33308

Email: [support@Xceleratefueltabs.com](mailto:support@Xceleratefueltabs.com)