

# **MINDSET 24 GLOBAL**

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*Effective July 27, 2017*

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# **MINDSET 24 GLOBAL**

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### **Effective July 27, 2017**

#### **SECTION 1 – INTRODUCTION**

##### **1.1 - Code of Ethics**

Mindset 24 Global (hereafter “Mindset 24 Global” or “the Company”) is a values-based company that prides itself on the quality and character of its Sales Agents (hereinafter “Sales Agent”). The following guidelines help ensure a uniform standard of excellence throughout our organization. Every Mindset 24 Global Sales Agent is expected to practice the following ethical behavior when acting in the name of the company:

- A. I will be respectful of every person I meet while doing Mindset 24 Global related business.
- B. At all times, I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.
- C. I will not engage in activities that would bring disrepute to Mindset 24 Global, any Mindset 24 Global corporate officer or employee, myself, or other Sales Agents.
- D. I will not make discouraging or disparaging claims toward other Mindset 24 Global Sales Agents. I will ensure that in all Mindset 24 Global business dealings I will refrain from engaging in negative language. I will refrain from making any type of slanderous statements.
- E. I will provide support and encouragement to my Customers to ensure that their experience with Mindset 24 Global is a successful one. I understand that it is important to provide follow-up service and support to my downline.
- F. I will correctly represent all the bonus/compensation plans available through Mindset 24 Global and the income potential represented therein. I understand I may not use my own income as an indication of others’ potential success, or use compensation checks as marketing materials. I further understand that I may only disclose my Mindset 24 Global income to recruit a potential Sales Agent(s) after I have given a copy of the Income Disclosure Statement to the potential Sales Agent(s).
- G. I will abide by all of Mindset 24 Global’s Policies & Procedures now and as they may be amended in the future.

##### **1.2 - Policies Incorporated into Sales Agent Agreement**

These Policies and Procedures (“Policies”), in their present form and as amended at the sole discretion of Mindset 24 Global, are incorporated into, and form an integral part of, the Mindset 24 Global Sales Agent Agreement (hereafter “Sales Agent Agreement”). Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Mindset 24 Global Sales Agent Agreement, these Policies, and the Mindset 24 Global Compensation Plan. These documents are incorporated by reference into the Sales Agent Agreement (all in their current form and as amended by Mindset 24 Global). It is the responsibility of each Sales Agent to read, understand, adhere to, and ensure that he, she or it is aware of and operating under the most current version of these Policies. When sponsoring a new Sales Agent, it is the responsibility of the sponsoring Sales Agent to provide the most current version of these Policies prior to his or her execution of the Sales Agent Agreement.

### **1.3 - Changes to the Sales Agent Agreement, Policies and Procedures, or Compensation Plan**

Because federal, state, and local laws, as well as the business environment, periodically change, Mindset 24 Global reserves the right to amend the Agreement and the prices in its Mindset 24 Global Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official Mindset 24 Global Materials. Amendments shall be effective upon publication in Official Mindset 24 Global Materials, including but not limited to, posting on Mindset 24 Global's website, e-mail distribution, publication in Mindset 24 Global's newsletter, product inserts, or any other commercially reasonable method. The continuation of a Sales Agent's Mindset 24 Global business or a Sales Agent's acceptance of bonuses or commissions constitutes acceptance of any and all amendments. *The ability to modify the agreement does not extend to the dispute resolution section in these Policies (Section 9), as those provisions can only be modified by way of mutual consent.*

### **1.4 - Delays**

Mindset 24 Global shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, flood, death curtailment of a party's source of supply, or government decrees or orders.

### **1.5 –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 and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

### **1.6 –Waiver**

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Mindset 24 Global to exercise any right or power under the Agreement or to insist upon strict compliance by a Sales Agent with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Mindset 24 Global's right to demand exact compliance with the Agreement. Waiver by Mindset 24 Global can be effectuated only in writing by an authorized officer of the Company.

## **SECTION 2 – BECOMING A SALES AGENT**

### **2.1 - Requirements to Become a Sales Agent**

To become a Mindset 24 Global Sales Agent, each applicant must:

- A. Be of the age of majority in his or her state of residence;
- B. Reside in the United States or other countries, which have been officially opened by Mindset 24 Global;
- C. Have a valid Social Security Number or Federal Tax Identification Number;
- D. Submit a properly completed and signed Sales Agent Agreement to Mindset 24 Global via electronically or fax; and

E. Pay the monthly administrative, non-commissionable back-office fee.

## **2.2 - New Sales Agent Registration by the Internet and Facsimile**

A prospective Sales Agent may self-enroll on the sponsor's web site. In such event, instead of a physically signed Sales Agent agreement, Mindset 24 Global will accept the agreement by accepting the "electronic signature" stating the new Sales Agent has accepted the terms and conditions of the Sales Agent Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Sales Agent and Mindset 24 Global. Faxed agreements must include both the front and back of the Sales Agent Agreement.

## **2.3 - Sales Agent Benefits**

Once a Sales Agent Agreement has been accepted by Mindset 24 Global, the benefits of the Compensation Plan and the Sales Agent Agreement are available to the new Sales Agent. These benefits include the right to:

- A. Sell Mindset 24 Global services;
- B. Participate in the Mindset 24 Global Compensation Plan (receive bonuses and commissions, if eligible);
- C. Sponsor other individuals as customers or Sales Agents into the Mindset 24 Global business and thereby build an organization and progress through the Mindset 24 Global Compensation Plan;
- D. Receive periodic Mindset 24 Global literature and other Mindset 24 Global communications;
- E. Participate in Mindset 24 Global-sponsored support service training, motivational and recognition functions; and
- F. Participate in promotional and incentive contests and programs sponsored by Mindset 24 Global for its Sales Agents.

## **2.4 - Terms and Renewal of a Mindset 24 Global Business**

A Sales Agent must renew their Sales Agent status annually by submitting an annual renewal fee of \$50.00. This payment is due on the anniversary of the Sales Agent acceptance date. If the Sales Agent allows his or her business to expire due to non-payment of the renewal fee, the Sales Agent will lose any and all rights to his or her downline organization unless the Sales Agent re-activates within sixty (60) days following the expiration of the agreement.

If the former Sales Agent re-activates within the 60-day time limit, the Sales Agent will resume the rank and position held immediately prior to the expiration of the Sales Agent agreement. However, such Sales Agent's paid as level will not be restored unless he or she qualifies at that payout level in the new month. The Sales Agent is not eligible to receive commissions for the time period that the Sales Agent's business was expired.

Any Sales Agent whose Agreement has expired and lapsed the 60-day grace period is not eligible to reapply for a Mindset 24 Global business for twelve (12) months following the expiration of the Sales Agent agreement. Alternatively, the Company's termination of a Sales Agent means that particular Sales Agent may not reapply to do business for twelve (12) months from their termination date. In any of the aforementioned instances, the downline of the expired Sales Agent will roll up to the immediate, active upline sponsor.

## **SECTION 3 – INCOME DISCLOSURE POLICY**

In an effort to conduct best business practices, Mindset 24 Global has developed the Income Disclosure Statement (“IDS”). The Mindset 24 Global IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Mindset 24 Global Sales Agents earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Sales Agents.

A copy of the IDS must be presented to a prospective Sales Agent (someone who is not a party to a current Mindset 24 Global Sales Agent Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) includes the following: (i) statements of average earnings, (ii) statements of non-average earnings, (iii) statements of earnings ranges, (iv) income testimonials, (v) lifestyle claims, and (vi) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one Sales Agent earned over a million dollars last year” or “Our average ranking Sales Agent makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher-ranking Sales Agents is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claim is made, you must provide every prospective Sales Agent with a copy of the IDS. Copies of the IDS may be printed or downloaded without charge from the company website at <http://www.mindset24global.com/IDS>.

## **SECTION 4 – ADVERTISING**

### **4.1 - Adherence to the Mindset 24 Global Compensation Plan**

Sales Agents must adhere to the terms of the Mindset 24 Global Compensation Plan as set forth in Official Mindset 24 Global Materials. Sales Agents shall not offer the Mindset 24 Global opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official Mindset 24 Global Materials. Sales Agents shall not require or encourage other current or prospective customers or Sales Agents to participate in Mindset 24 Global in any manner that varies from the program as set forth in Official Mindset 24 Global Materials. Sales Agents shall not require or encourage other current or prospective customers or Sales Agents to execute any agreement or contract other than official Mindset 24 Global agreements and contracts in order to become a Mindset 24 Global Sales Agent. Similarly, Sales Agents shall not require or encourage other current or prospective customers or Sales Agents to make any purchase from, or payment to, any individual or other entity to participate in the Mindset 24 Global Compensation Plan other than those purchases or payments identified as recommended or required in Official Mindset 24 Global Materials.

### **4.2 - Use of Sales Aids**

To promote both the services and the opportunity Mindset 24 Global offers, Sales Agents must use the sales aids and support materials produced by Mindset 24 Global. If Mindset 24 Global Sales Agents develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding Sales Agents’ good intentions, they may unintentionally violate any number of statutes or regulations affecting a Mindset 24 Global business. These violations, although they may be relatively few in numbers, could jeopardize the Mindset 24 Global opportunity for all Sales Agents. Accordingly, Sales Agents must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company’s approval prior to use. Unless the Sales Agent receives specific written approval to use the material, the request

shall be deemed denied. All Sales Agents shall safeguard and promote the good reputation of Mindset 24 Global and its services. The marketing and promotion of Mindset 24 Global, the Mindset 24 Global opportunity, the Compensation Plan, and Mindset 24 Global services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

### **4.3 -Intellectual Property**

Mindset 24 Global will not allow the use of its trade names, trademarks, designs, or symbols outside of corporate produced and approved sales aids by any person, including Mindset 24 Global Sales Agents, without prior written authorization from Mindset 24 Global. Furthermore, no Sales Agent may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another Sales Agent without prior written consent from the named Sales Agent. This consent must be on file with Mindset 24 Global's Compliance department prior to any use.

### **4.4 –Web Policy**

If a Sales Agent desires to utilize an Internet web page to promote his or her business, he or she may do so through Company authorized services only.

#### **A. General**

It is your obligation to ensure your online marketing activities are truthful, are not deceptive and do not mislead customers or potential Sales Agents in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include representation in any manner that you are an authorized representative for Mindset 24 Global, spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e., having the display URL of a PPC campaign appear to resolve to an official Mindset 24 Global Corporate Site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. Mindset 24 Global will be the sole determinant of truthfulness as to whether specific activities are misleading or deceptive.

#### **B. Domain Names, email Addresses and Online Aliases**

You cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Mindset 24 Global by showing up as the sender of an email.

Examples of the improper use include but are not limited to:

*Mindset24Global@msn.com; www.Mindset24GlobalDirect.com; www.facebook.com/Mindset24Global or derivatives as described herein.*

Examples of permitted URLs, email addresses, and online aliases might appear as follows:  
facebook.com/iloveMindset24Global; jimsmith@Mindset24GlobalSalesAgent.net.

Determinations as to what could cause confusion, mislead or be considered deceptive is at the sole discretion of Mindset 24 Global. If you have a question whether your chosen name is acceptable, you may submit it to support@mindset24global.com for review before use.

### C. Approved Sales Agent Websites

The term *Sales Agent Website* refers to the Sales Agent website offered by Mindset 24 Global or an approved vendor. The term *Social Media website* refers to any site that is not specifically prohibited within the terms and conditions of this Agreement, such as Facebook.com, Twitter.com, YouTube.com, personal blogs or other personal websites.

### D. Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or promote specific Mindset 24 Global services. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring, and informing the public about the Mindset 24 Global opportunity provided you follow the other requirements of this agreement such as identifying yourself as an independent representative of Mindset 24 Global, only using approved images and versions of any trademarked logos and without using fraudulent or misleading product or income claims. If a link or URL is provided, it must link to your Sales Agent Website or your Social Media website.

### E. Online Retailing

Approved affiliate websites are intended to provide the affiliates with the tools and means for generating leads, prospecting business, communicating with others, selling products and services, and otherwise advancing your Mindset 24 Global business. You may not sell Mindset 24 Global services on any other online retail store or ecommerce site, nor may you enlist or knowingly allow a third party (customer) to sell Mindset 24 Global products on any online retail store or ecommerce site.

Social Media sites such as Facebook may also be used to promote your Mindset 24 Global business. You must provide approved Mindset 24 Global links to your Sales Agent replicated website for sales and order processing. All online sales of Mindset 24 Global products must take place and be produced through the Sales Agent Replicated website (or corporate site).

### F. Banner Advertising

You may place banner advertisements on a website provided you use Mindset 24 Global-approved templates and images. All banner advertisements must link to your Sales Agent Website. You may not use *blind* ads or web pages that make non-compliant product or income claims that are ultimately associated with Mindset 24 Global products or the Mindset 24 Global business opportunity.

### G. Spam Linking

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

## H. Social Networking Sites

You may use social networking websites (Facebook, MySpace, LinkedIn, blogs, forums and other social shared interest sites) to share information about the Mindset 24 Global product, mission and business opportunity and for prospecting and sponsoring. However, these sites may not be used to sell or offer to sell specific Mindset 24 Global services.

Profiles you generate in any social community where you mention or discuss Mindset 24 Global must clearly identify you as a Mindset 24 Global Independent Sales Agent and must appear as described herein. When you participate in those communities you must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Mindset 24 Global's sole discretion and offending Sales Agents will be subject to disciplinary action and/or termination.

You agree that you will immediately take down a non-compliant site at the request of Mindset 24 Global. Appeals regarding compliance may be submitted after the site has been taken down. Appeals should be directed to the email address set forth in the policy addressing dispute resolutions.

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

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to your Sales Agent Website. The display URL must also be to your Sales Agent Website and must not portray any URL that could lead the user to assume they are being led to a Mindset 24 Global Corporate site, or be inappropriate or misleading in any way.

## J. External Websites

You are allowed external websites to promote your Mindset 24 Global business and the Mindset 24 Global opportunity. If you wish to use an external website you must do the following:

- a.) Identify yourself as an independent Sales Agent for Mindset 24 Global.
- b.) Use only the approved images and wording authorized by Mindset 24 Global.
- c.) Adhere to the branding, trademark, and image usage policies described in this document.
- d.) Agree to modify your website to comply with current or future Mindset 24 Global terms and conditions and these Policies.

You are solely responsible and liable for your own website content, messaging, claims, and information and must ensure your website appropriately represents and enhances the Mindset 24 Global brand and adheres to all Mindset 24 Global guidelines and policies. Additionally, your website must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at Mindset 24 Global's sole discretion. You are encouraged to use the approved Mindset 24 Global images that are available through the business suite.

## K. Mindset 24 Global Sales Agent Image Mandate

When using a Social Media or external website it must contain:

- a.) A Mindset 24 Global Sales Agent Logo from the approved templates.
- b.) Your Name and Title (example: Joan Arc, Independent Sales Agent, Mindset 24 Global).
- c.) A link to your Sales Agent Replicated website.

Although Mindset 24 Global brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an Independent Sales Agent site, and not a Mindset 24 Global Corporate page.

#### **4.6 - Advertised Price**

You may not advertise any of Mindset 24 Global's services at a price *LESS* than the highest company published price of the equivalent service. No special enticement advertising is allowed. This includes but is not limited to offers of free services or other such offers that grant advantages beyond those available through the Company.

#### **4.7 - Generic Business Advertisements**

If you advertise via newspaper or other advertising venues, the following rules apply:

- A. No advertisement may imply that a job, position, salary, or any type of employment is allowed.
- B. No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The Mindset 24 Global opportunity is not a job, and may not be presented as such. Terms such as "manager trainee," "management positions available," "travel provided," "call for interview," "positions available," "now hiring," and other misleading statements are not allowed.
- C. No specific income can be promised or implied, and any references to compensation must use the word "commissions" to indicate the independent contractor status of Sales Agents.
- D. Advertisements may not contain references to Mindset 24 Global or its services and may not use any of Mindset 24 Global's trademarks or trade-names.

Any requests for variances from the above rules must be submitted to Mindset 24 Global and approved in writing prior to publication. Please direct any inquiries support@mindset24global.com.

#### **4.8 -Media and Media Inquiries**

Sales Agents must not initiate any interaction with the media or attempt to respond to media inquiries regarding Mindset 24 Global, its services, or their independent Mindset 24 Global business. All inquiries by any type of media must be immediately referred to Mindset 24 Global's Compliance Department. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

#### **4.9 - Unsolicited Email and Fax Communication**

Mindset 24 Global does not permit Sales Agents to send unsolicited emails unless such emails strictly comply with applicable laws and regulations, including, without limitation, the federal CAN SPAM Act. Any email sent

by a Sales Agent that promotes Mindset 24 Global, the Mindset 24 Global opportunity, or Mindset 24 Globalservices, 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 they 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 Sales Agent’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 Sales Agent receives an opt-out request from a recipient of an email, the Sales Agent must forward the opt-out request to the Company. Mindset 24 Global may periodically send commercial emails on behalf of Sales Agents. By entering into the Sales Agent Agreement, Sales Agent agrees that the Company may send such emails and that the Sales Agent’s physical and email addresses will be included in such emails as outlined above. Sales Agents shall honor opt-out requests generated as a result of such emails sent by the Company. Except as provided in this section, Sales Agents may not use or transmit unsolicited faxes or use an automatic telephone dialling system relative to the operation of their Mindset 24 Global businesses.

## **SECTION 5 – OPERATING A MINDSET 24 GLOBAL BUSINESS.**

### **5.1 - Business Entities**

A corporation, partnership or trust (collectively referred to in this section as a “Business Entity” or hereafter as “its”) may apply to be a Mindset 24 Global Sales Agent by submitting a Mindset 24 Global Sales Agent Application and Agreement along with its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the “Entity Documents”) to Mindset 24 Global. A Mindset 24 Global business may change its status under the same Sponsor from an individual to a partnership, corporation or trust or from one type of entity to another. To do so, the Sales Agent(s) must provide the Entity Documents to Mindset 24 Global. The Sales Agent Application must be signed by all of the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Mindset 24 Global.

#### **5.1.1 - Changes to a Business Entity**

Each Sales Agent must immediately notify Mindset 24 Global of any changes to the type of business entity they utilize in operating their Mindset 24 Global business, and the addition or removal of business associates. A Mindset 24 Global business may change its status under the same sponsor from an individual to a partnership, corporation or trust or from one type of entity to another. The Sales Agent Agreement form must be signed by all of the shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Mindset 24 Global.

#### **5.1.2 - Change Of Sponsor**

To protect the integrity of all marketing organizations and safeguard the hard work of all Sales Agents, Mindset 24 Global rarely allows changes in sponsorship, with the rare exception of direct line changes (meaning placement is not affected). A direct line change request must be made by submitting a completed Sponsor Change Request Form within a seven (7) day period from the date of enrollment, and must come from the current listed sponsor.

### **5.1.3 - Change Of Placement**

A request for change of placement must be submitted within seven (7) days of the date of enrollment and must be requested by the current listed sponsor. A Sales Agent can only be moved inside of the same sponsor's organization. If approved, a Sales Agent is placed in the first available open bottom position on the date that the change is made. Sales Agents who have earned commissions or achieved rank are not eligible for placement changes. Please note that decisions made for any change request (sponsor or placement) are at the sole discretion of Mindset 24 Global.

## **5.2 - Unauthorized Claims and Action**

### **5.2.1 - Indemnification**

A Sales Agent is fully responsible for all of his, her or its verbal and/or written statements made regarding Mindset 24 Global services and the Compensation Plan, which are not expressly contained in Official Mindset 24 Global Materials. Sales Agents agree to indemnify Mindset 24 Global and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Mindset 24 Global as a result of the Sales Agent's unauthorized representations or actions. This provision shall survive the cancellation of the Sales Agent Agreement.

### **5.2.2 –Endorsements of Mindset 24 Global Services**

No claims as to any services offered by Mindset 24 Global may be made except those contained in Official Mindset 24 Global Materials.

## **5.3 - Conflicts**

### **5.3.1 – Non- solicitations**

Mindset 24 Global Sales Agents 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, Sales Agents may not directly or indirectly recruit other Mindset 24 Global Sales Agents or Customers other than those they have personally sponsored for any other Network Marketing business. Following the cancellation of a Sales Agent Agreement, and for a period of one (1) calendar year thereafter, with the exception of a Sales Agent who is personally sponsored by the former Sales Agent, a former Sales Agent may not recruit any Mindset 24 Global Sales Agent or Customer for another Network Marketing business.

### **5.3.2 - Sale of Competing Goods or Services**

During this agreement and for six months thereafter, Sales Agents must not sell, or attempt to sell, any competing non-Mindset 24 Global programs or services to Mindset 24 Global Customers or Sales Agents. Any program, product, service, or direct selling opportunity in the same generic categories as the Mindset 24

Global services are deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

### **5.3.3 - Targeting Other Direct Sellers**

Should Sales Agents engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Mindset 24 Global services, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Sales Agent alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, Mindset 24 Global will not pay any of Sales Agent's defense costs or legal fees, nor will Mindset 24 Global indemnify the Sales Agent for any judgment, award, or settlement.

### **5.3.4 - Privacy and Confidentiality**

All Sales Agents are required to abide by the Company's Privacy Policy with regards to Sales Agent and customer information.

### **5.3.5- The Data Management Rule**

The Data Management Rule is intended to protect the Line of Sponsorship (LOS) for the benefit of all Sales Agents, as well as Mindset 24 Global. LOS information is information compiled by Mindset 24 Global that discloses or relates to all or part of the specific arrangement of sponsorship within the Mindset 24 Global business, including, without limitation, Sales Agent lists, sponsorship trees, and all Sales Agent information generated there from, in its present and future forms. The Mindset 24 Global LOS constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. Mindset 24 Global is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by Mindset 24 Global and its Sales Agents. Through this Rule, Sales Agents are granted a personal, non-exclusive, non-transferable and revocable right by Mindset 24 Global to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies. The Company reserves the right to deny or revoke this right, upon reasonable notice to the Sales Agent stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of Mindset 24 Global, such is necessary to protect the confidentiality or value of Proprietary Information. All Sales Agents shall maintain Proprietary Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof.

## **5.4 -Cross Sponsoring**

Actual or attempted cross-group sponsoring is strictly prohibited. "Cross-group sponsoring" is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or Sales Agent Agreement on file with Mindset 24 Global, or who has had such an agreement within the preceding twelve (12) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Mindset 24 Global business in accordance with the "Sale, Transfer or Assignment of Mindset 24 Global Business" section of these Policies.

## **5.5 -Governmental Approval or Endorsement**

Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Sales Agents shall not represent or imply that Mindset 24 Global or its Compensation Plan have been “approved,” “endorsed,” or otherwise sanctioned by any government agency.

## **5.6 - Identification**

All Sales Agents are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to Mindset 24 Global either on the Sales Agent Agreement or at the company’s request. Upon enrollment, the Company will provide a unique Sales Agent Identification Number to the Sales Agent by which they will be identified. This number will be used to place orders and track commissions and bonuses.

## **5.7 - Income Taxes**

Every year, Mindset 24 Global will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service. Each Sales Agent is responsible for paying local, state and federal taxes on any income generated as a Sales Agent. If a Mindset 24 Global business is tax exempt, the Federal Tax Identification Number must be provided to Mindset 24 Global. Any Sales Agent that does not provide a valid social security number is subject to the federal backup withholding laws and 28% of their commissions and bonus will be withheld and submitted to the IRS.

## **5.8 - Independent Contractor Status**

You are an independent contractor. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an Independent Sales Agent. You have no authority to bind Mindset 24 Global to any obligation. You are responsible for paying your own self-employment taxes, federal income taxes and other taxes required by law. You must obey any federal, state, and local laws, as well as Company rules and regulations pertaining to your independent Mindset 24 Global Business or the acquisition, receipt, holding, selling, distributing or advertising of Mindset 24 Global’s services or opportunity.

Sales Agents may not answer the telephone by saying “Mindset 24 Global,” “Mindset 24 Global Limited Liability Company,” or by any other manner that would lead the caller to believe that they have reached Mindset 24 Global’s corporate offices. A Sales Agent may only represent that he/she is a Mindset 24 Global Sales Agent. Therefore, all correspondence and business cards relating to or in connection with a Sales Agent’s Mindset 24 Global business shall contain the Sales Agent’s name followed by the term “Sales Agent.”

## **5.9–Bonus Buying**

Paying the service fees solely for the purpose of collecting bonuses or achieving rank is prohibited.

## **5.10 – Stacking**

Stacking is the unauthorized manipulation of the Mindset 24 Global compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Sales Agent in an unearned manner. One example of stacking occurs when a sponsor places participants under an inactive downline participant (who may not know or have any relationship with the clients) in order to trigger unearned qualification for commissioning. Another example of stacking is the manipulative placement of Sales Agents within a downline organization in order to trigger a promotion. Stacking is unethical and unacceptable behavior, and as such, it is a

punishable offense with measures up to and including the termination of the Sales Agent's positions of all individuals found to be directly involved.

### **5.11 - One Mindset 24 Global Business per Sales Agent**

A Sales Agent may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Mindset 24 Global business. No individual may have, operate or receive compensation from more than one Mindset 24 Global business. Individuals of the same family unit may each enter into or have an interest in their own separate Mindset 24 Global businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

### **5.12 - Succession**

Upon the death or incapacitation of a Sales Agent, their business may be passed to a designated heir(s). Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever a Mindset 24 Global business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Sales Agent's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute a Sales Agent Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Sales Agent's rank/status;
- Provide Mindset 24 Global with an "address of record" to which all bonus and commission checks will be sent. Bonus and commission checks of a Mindset 24 Global business transferred pursuant to this section will be paid in a single check jointly to the successor(s).
- Form a business entity and acquire a federal Taxpayer Identification Number, if the business is bequeathed to joint successors. Mindset 24 Global will issue all bonus and commission checks and one 1099 to the business entity.

### **5.13 - Sale, Transfer, or Assignment of a Mindset 24 Global Business**

Although a Mindset 24 Global business is a privately owned, independently operated business, the sale, transfer or assignment of a Mindset 24 Global business is subject to certain limitations. If a Sales Agent wishes to sell their Mindset 24 Global business, the following criteria must be met:

- A. Protection of the existing line of sponsorship must always be maintained so that the Mindset 24 Global business continues to be operated in that line of sponsorship;
- B. The buyer or transferee must become a qualified Mindset 24 Global Sales Agent. If the buyer is an active Mindset 24 Global Sales Agent, they must first terminate their Mindset 24 Global business and wait six calendar months before acquiring any interest in the new Mindset 24 Global business;
- C. Before the sale, transfer, or assignment can be finalized and approved by Mindset 24 Global, any debt obligations the selling Sales Agent has with Mindset 24 Global must be satisfied; and

- D. The selling Sales Agent must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign a Mindset 24 Global business.

Prior to selling a Mindset 24 Global business, the selling Sales Agent must notify Mindset 24 Global's Compliance department of their intent to sell the Mindset 24 Global business. No changes in line of sponsorship can result from the sale or transfer of a Mindset 24 Global business. A Sales Agent may not sell, transfer, or assign portions of their business—the position must be sold in its entirety.

#### **5.14 - Separation of a Mindset 24 Global Business**

Mindset 24 Global Sales Agents sometimes operate their Mindset 24 Global 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 Sales Agents and the Company in a timely fashion, Mindset 24 Global will involuntarily terminate the Sales Agent 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 Mindset 24 Global business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize Mindset 24 Global to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- B. The parties may continue to operate the Mindset 24 Global business jointly on a "business-as-usual" basis, whereupon all compensation paid by Mindset 24 Global 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. The Company will never remove a party to a position from a Sales Agent account without that party's written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will Mindset 24 Global split commission and bonus checks between divorcing spouses or members of dissolving entities. Mindset 24 Global will recognize only one downline organization and will issue only one commission check per Mindset 24 Global business per commission cycle. Commission checks 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 Sales Agent Agreement shall be involuntarily cancelled. If a former spouse has completely relinquished all rights in the original Mindset 24 Global business pursuant to a divorce, they are thereafter free to enroll under any sponsor of their choosing without waiting six (6) 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 Sales Agent. In either case, however, the former spouse or business affiliate shall have no rights to any Sales Agents in their former organization or to any former customer. They must develop the new business in the same manner as would any other new Sales Agent.

#### **5.15- Sponsoring**

All Active Sales Agents in good standing have the right to sponsor and enroll others into Mindset 24 Global. Each prospective customer or Sales Agent has the ultimate right to choose his, her or its own Sponsor. If two Sales Agents claim to be the Sponsor of the same new Sales Agent or customer, the Company shall regard the first application received by the Company as controlling.

## **SECTION 6 – RESPONSIBILITIES OF SALES AGENTS**

### **6.1 - Change of Address, Telephone, Email-Address**

To ensure timely communications, delivery of support materials and commission checks, it is critically important that the Mindset 24 Global's files are current. Sales Agents planning to move or change their email address must submit an amended Sales Agent Agreement complete with the new information.

### **6.2 – Sponsoring Sales Agent Responsibilities**

#### **6.2.1 – Initial Training**

Any Sales Agent who sponsors another Sales Agent into Mindset 24 Global must perform a bona fide assistance and training function to ensure that their downline is properly operating their Mindset 24 Global business. Sales Agents must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Compensation Plan to individuals whom they are sponsoring to become Sales Agents before the applicant signs a Sales Agent Agreement.

#### **6.2.2 – Ongoing Training Responsibilities**

Sales Agents must monitor the Sales Agents in their downline organizations to ensure that downline Sales Agents do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Sales Agent should be able to provide documented evidence to Mindset 24 Global of their ongoing fulfillment of the responsibilities of a Sponsor.

### **6.3 – Non disparagement**

Sales Agents must not disparage, demean, or make negative remarks about Mindset 24 Global, other Mindset 24 Global Sales Agents, Mindset 24 Global's services, the Compensation plan, or Mindset 24 Global's owners, board members, directors, officers, or employees.

### **6.4 - Reporting Policy Violations**

Sales Agents observing a Policy violation by another Sales Agent should submit a written report of the violation directly to the attention of the Mindset 24 Global Compliance department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

## **SECTION 7 – AUTOMATIC BILLING**

### **7.1 - Billing**

The membership program is automatically renewed each month with a credit or debit card maintained on file with Mindset 24 Global. The Sales Agent may make adjustments to their monthly subscription in the back office of the Mindset 24 Global website.

## **SECTION 8 – COMMISSIONS AND REFUND POLICY**

### **8.1 - Bonus and Commission Qualifications**

In order to qualify to receive commissions and bonuses, a Sales Agent must be in good standing and comply with the terms of the Agreement, these Policies, and the Compensation Plan. A Sales Agent will qualify to receive commissions and bonuses so long as he, she or it produces one personal package purchase (either for his, her or its own purpose or through the sale of the package to another). A Sales Agent is not required to make a package purchase but may do so if desired for purposes of this section.

### **8.2 - Errors or Questions**

If a Sales Agent has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Sales Agent must notify Mindset 24 Global in writing within thirty (30) days of the date of the purported error or incident in question. Mindset 24 Global will not be responsible for any errors, omissions, or problems not reported to the Company within 30 days.

### **8.3 - Bonus Buying Prohibited**

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (i) the enrollment of individuals or entities without the knowledge of and/or execution of a Sales Agent Agreement by such individuals or entities; (ii) the fraudulent enrollment of an individual or entity as a Sales Agent or Customer; (iii) the enrollment or attempted enrollment of non-existent individuals or entities as Sales Agents or Customers (“phantoms”); (iv) purchasing Mindset 24 Global services on behalf of another Sales Agent or Customer, or under another Sales Agent’s or Customer’s ID number, to qualify for commissions or bonuses; and/or (v) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

### **8.4 - Reports**

All information provided by Mindset 24 Global, including but not limited to personal sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments, a Sales Agent whose Sales Agent Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he, she or it worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A Mindset 24 Global participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, or via email to Mindset 24 Global.

### **8.5 – Refund Policy**

Mindset 24 Global offers a seven (7) day satisfaction guarantee on the initial administrative paid to the company. All subsequent fees are nonrefundable. Moreover, the Company allows any Customer or Sales Agent to request a refund on any product package within three (3) days from the date of purchase. When a refund is requested by a Sales Agent, the bonuses and commissions attributable to the refunded service will be deducted from the Sales Agent who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

## **SECTION 9 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **9.1 - Disciplinary Sanctions**

Violation of the Agreement, these Policies, 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 Sales Agent 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 Sales Agent's Mindset 24 Global business), may result, at Mindset 24 Global's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Sales Agent to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Withholding from a Sales Agent all or part of the Sales Agent's bonuses and commissions during the period that Mindset 24 Global is investigating any conduct allegedly contrary to the Agreement. If a Sales Agent's business is cancelled for disciplinary reasons, the Sales Agent will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Sales Agent Agreement for one or more pay periods;
- Involuntary termination of the offender's Sales Agent Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which Mindset 24 Global deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Sales Agent's policy violation or contractual breach;
- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of Mindset 24 Global.

### **9.2 - 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 mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (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. Mediation shall be held in Florence, Kentucky, and shall last no more than two (2) business days.

### **9.3 - 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 confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** Sales Agents waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Florence, Kentucky. All parties shall be entitled

to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. 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 arbitration shall survive any termination or expiration of the Agreement.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

Nothing in these Policies shall prevent Mindset 24 Global 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 Mindset 24 Global's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

**9.4 - Governing Law, Jurisdiction, and Venue**

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Florence, Kentucky. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of Kentucky shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in this Agreement, residents of the State of Louisiana shall be entitled to bring an action against Mindset 24 Global in their home forum and pursuant to Louisiana law.

**SECTION 10 – EFFECT OF CANCELLATION**

**10.1- Effect of Cancellation and Termination**

So long as a Sales Agent remains active and complies with the terms of the Sales Agent Agreement and these Policies, Mindset 24 Global shall pay commissions to such Sales Agent in accordance with the Compensation Plan. A Sales Agent's bonuses and commissions constitute the entire consideration for the Sales Agent's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organization). Following a Sales Agent's non-continuation of his, her or its Sales Agent Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his, her or its Sales Agent Agreement (all of these methods are collectively referred to as "Cancellation"), the former Sales Agent shall have no right, title, claim or interest to the downline organization which he, she or it operated, or any commission or bonus from the sales generated by the organization. Sales Agents waive any and all rights, including, but not limited to, property rights, in the downline which they may have had. Following a Sales Agent's cancellation of his, her or its Sales Agent Agreement, the former Sales Agent shall not hold him or herself out as a Mindset 24 Global Sales Agent and shall not have the right to sell Mindset 24 Global products or services. A Sales Agent whose Sales Agent Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he, she or it worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A Mindset 24 Global participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, or via email to Mindset 24 Global. The written notice must include the Sales Agent's signature, printed name, address, and Sales Agent ID Number.

## **10.2- Non-Renewal**

A Sales Agent may also voluntarily cancel their Sales Agent Agreement by failing to pay the administrative and/or renewal fees. Sales Agents have a sixty (60) day grace period to get back into compliance for failure to pay these fees.

## **SECTION 11 – DEFINITIONS**

**AGREEMENT:** The contract between the Company and each Sales Agent, which includes the following: (i) the Sales Agent Agreement; (ii) the Mindset 24 Global Policies and Procedures; and (iii) the Mindset 24 Global Compensation Plan, all in their current form and as amended by Mindset 24 Global in its sole discretion. These documents are collectively referred to as the "Agreement."

**CANCEL:** The termination of a Sales Agent's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

**COMPENSATION PLAN:** The guidelines and referenced literature for describing how Sales Agents can generate commissions and bonuses.

**CUSTOMER:** A Customer who purchases Mindset 24 Global services and does not engage in building a business or selling the service.

**SALES AGENT:** An individual, who purchases product, generates sales and business building commissions.

**LINE OF SPONSORSHIP (LOS):** A report generated by Mindset 24 Global that provides critical data relating to the identities of Sales Agents, sales information, and enrollment activity of each Sales Agent's organization. This report contains confidential and trade secret information which is proprietary to Mindset 24 Global.

**ORGANIZATION:** The Customers and Sales Agents placed below a particular Sales Agent.

**OFFICIAL MINDSET 24 GLOBAL MATERIAL:** Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Mindset 24 Global to Sales Agents.

**PLACEMENT:** Your position inside your Sponsor's organization.

**RECRUIT:** For purposes of Mindset 24 Global's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Mindset 24 Global Sales Agent or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

**SPONSOR:** A Sales Agent who enrolls a Customer or another Sales Agent into the Company, and is listed as the Sponsor on the Sales Agent Agreement. The act of enrolling others and training them to become Sales Agents is called "sponsoring."

**UPLINE:** This term refers to the Sales Agent or Sales Agents above you in a sponsorship line up to the Company. It is the line of sponsors that links any particular Sales Agent to the Company.