

AXIOM CO-OP
Statement of Policies & Procedures
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Axiom Co-op, LLC markets Axiom Co-op products at an affordable price, thus allowing our Customers to save money and time and our Members to pursue financial independence.

Axiom Co-op Overview

Axiom Co-op utilizes a Direct Selling model and is the marketing channel for our Axiom Co-op products. A Member's business relationship is with Axiom Co-op. To clearly define the contractual relationship that exists between the Members and AXIOM CO-OP, and to explicitly establish contractual obligations and standards for acceptable business conduct, Axiom Co-op has established this Statement of Policies & Procedures. This Statement is incorporated into the Member's contract with Axiom Co-op ("Agreement"). Members must comply with all of the terms and conditions set forth in the Agreement,

including this Statement of Policies & Procedures (the "Policies"). Members shall review the Terms and Conditions in the Agreement and in particular these Policies, carefully as they explain and govern the relationship between Members and Axiom Co-op. If a Member has any questions or requires clarification regarding the Policies, the Member should contact the Axiom Co-op Compliance Department (compliance@ Axiom Co-op.com). Failure to adhere to any of these provisions may result in Disciplinary Sanctions as set forth in Section 11.1.

SECTION 1 - CODE OF ETHICS

1.1 — Integrity and Accountability

Members shall conduct themselves with integrity and professionalism in all matters related to Axiom Co-op, LLC. Members shall be accountable for their conduct when interacting with current former and potential Members and Customers.

1.2 — Deceptive and Unlawful Practices

Members shall not engage in any deceptive, unlawful or unethical conduct, including, but not limited to, any Customer or Member recruiting practice that may be detrimental to or reflect poorly on Axiom Co-op, its Members, its Customers or the Direct Selling industry.

1.3 — Acceptance of Payments

Members shall not accept any payment or consideration (e.g., money or any other item of value) from any Customer or prospective Customer. All payments for Axiom Co-op products shall be made via the Axiom Co-op website.

1.4 — Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any Direct Selling companies or programs. Therefore, Members shall not represent or imply that either Axiom Co-op or the Cash Back Plan has been approved, endorsed or otherwise sanctioned by any government agency. If Members have any questions regarding Axiom Co-op products or the Axiom Co-op business model, they may contact Axiom Co-op.

1.5 — Honesty in Representing Axiom Co-op

Members shall read and understand the Independent Member Application & Agreement (the "Application"), the Axiom Co-op Statement of Policies & Procedures (the "Policies") and the Axiom Co-op Cash Back Plan (the "Cash Back Plan"). Members shall truthfully and accurately represent the rights and obligations associated with these documents, without providing misleading information to potential and/or existing Customers or Members or setting false expectations on behalf of Axiom Co-op. Any claims, representations or statements that Members make regarding Axiom Co-op products and/or Axiom Co-op shall be consistent with those included in the literature and materials provided or authorized by Axiom Co-op.

SECTION 2: MEMBERS AGREEMENT

2.1 - Application, Policies and Cash Back Plan form the Member Agreement

Throughout the Policies, when the term "Agreement" is used, it collectively refers to the Members Application, the Policies & Procedures and the Cash Back Plan. It is the responsibility of Member to read, understand, adhere to and ensure that they are operating under the most current version of the

Agreement. When referring a new Member, it is the responsibility of the referring Member (the "Referrer ") to ensure that the prospective Member is provided with, or has online access to, the most current version of the Agreement prior to the prospective Members execution of the Application. At no time shall one Member enroll on behalf of another Member. Each individual Member must personally enter into the Agreement.

2.2 - Changes to the Agreement

Because governing laws, as well as the business environment, may periodically change, Axiom Co-op reserves the right to amend the Agreement in its sole and absolute discretion. By entering into the Agreement, the Member agrees to abide by all amendments or modifications to the Agreement that Axiom Co-op elects to make. Amendments shall take effect thirty (30) days after publication of notice that the Agreement has been modified. Notice shall be made by Axiom Co-op via one or more of the following methods:

(1) posting on Axiom Co-op's official website — [www. Axiom Co-op.com](http://www.AxiomCo-op.com); (2) electronic mail (email); (3) inclusion in Axiom Co-op communications; (4) special mailings; or (5) open conference calls to the field. The continuation of a Member's Axiom Co-op business or a Member's acceptance of bonuses /commissions constitutes acceptance of any and all amendments to the Agreement.

2.3 - Term and Renewal of the Agreement

The term of the Agreement is one (1) year from the date of Axiom Co-op's acceptance of the Member's Application. Members wishing to continue their independent Axiom Co-op business following the expiration of the term of their Agreement must renew the Agreement for subsequent one (1) year terms by paying an annual renewal fee of \$59.00 and complying with the Agreement. Axiom Co-op reserves the right in its sole discretion to reject the renewal of an Agreement. Unless a Member requests otherwise by sending an email to Axiom Co-op at least thirty (30) days prior to the renewal date or opts out following receipt of the renewal notification, the annual renewal fee will be automatically charged to the credit card placed on file in the account by the Member and contained in the Axiom Co-op database. If Axiom Co-op is unable to process the credit card on file, the Member will be placed in a "Grace Period" status and will have thirty (30) days from the anniversary date of enrollment) in which to contact Axiom Co-op to make arrangements to pay the \$59.00 renewal fee. Axiom Co-op will also automatically make multiple attempts to charge the renewal fee of \$59.00 using the card on file within this thirty (30) day period. If Axiom Co-op is unable to process the credit card on file and the

Member does not contact Axiom Co-op within thirty (30) days of the renewal date, Axiom Co-op will automatically terminate the Member's Agreement and the Member will not be able to re-enroll in Axiom Co-op for six (6) months. If the Member decides to re-enroll following six (6) months, the Member will not resume placement nor retain the Marketing Organization that was in place prior to the non-renewal date.

2.4 – Severability

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

2.5 - Waiver

Axiom Co-op requires strict compliance with the Agreement and applicable governing laws. Axiom Co-op's failure to exercise any right or power under the Agreement or its failure to insist upon strict compliance by a Member with any obligation or provision of the Agreement shall not constitute a waiver of Axiom Co-op's right to demand compliance with the Agreement. Waiver by Axiom Co-op can only be effectuated in writing by an Authorized Officer of Axiom Co-op and will be specific to the Member granted the waiver unless otherwise stated.

waiver of any particular breach by a Member shall not affect or impair Axiom Co-op's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Member. Nor shall any delay or omission by Axiom Co-op to exercise any right arising from a breach affect or impair Axiom Co-op's rights as to that or any subsequent breach. The existence of any claim or cause of action of a Member against Axiom Co-op shall not constitute a defense to Axiom Co-op's enforcement of any term or provision of the Agreement.

2.6 - Adherence to the Cash Back Plan

Members shall adhere to the most current version of the Cash Back Plan, which is a part of the Agreement.

Members shall not:

- a) Offer the Axiom Co-op Opportunity through, or in combination with, any system, program or method of marketing not specifically set forth in official Axiom Co-op literature
- b) Require or encourage current or prospective Customers or Members to participate in Axiom Co-op in any manner that varies from the program as set forth in official Axiom Co-op literature
- c) Require, allow or encourage current or prospective Customers or Members to execute any agreement or contract other than official Axiom Co-op agreements and contracts or
- d) Require or encourage current or prospective Customers or Members to make any purchase from, or payment to, any individual or other entity to participate in the Cash Back Plan other than those purchases or payments identified as recommended or required in official Axiom Co-op literature.

2.7 - Delays

Axiom Co-op shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, vendors, riot, war, fire, death, storms and curtailment of a party's source of supply or government decrees or orders. Axiom Co-op shall be held harmless for delays in Customer enrollments, bonuses/commissions or other consequences of circumstances beyond its reasonable control.

SECTION 3: BECOMING A MEMBER

3.1 - Requirements to Become a Member

To become a Axiom Co-op Member, each applicant must:

- a) Be at least eighteen (18) years of age (proof of date of birth may be requested)
- b) Reside in the United States
- c) Not be an employee, a spouse of an employee or immediate family member or relative of an employee of Axiom Co-op

- d) Not be an active independent member selling product or any other Axiom Co-op products for any other Direct Selling company
- e) Have a valid Social Security number or Federal Employer Identification Number (FEIN) as applicable
- f) Submit a complete and accurate Application (including contact information and Social Security number or FEIN that matches the contact person's name or Business Entity's name) to Axiom Co-op either in hard copy or online format
- g) Must complete the banking information in order to receive payment of commissions/bonuses
- h) Acknowledge that any fines, sanctions or penalties levied upon Axiom Co-op or its affiliates resulting from a Member failure to provide Axiom Co-op with accurate and complete information shall be deducted from that Member's commissions and may result in further disciplinary sanctions and
- i) Acknowledge that it is the responsibility of the Member to maintain all of his or her own business records. If a Member is unable to access the information necessary to run a Axiom Co-op business for any reason, it is the responsibility of the Member to make alternative arrangements. In the event a Member is unable to obtain an electronic copy of the Policies & Procedures, Axiom Co-op will work with the Member to make alternative arrangements.

3.2 - Identification Prospective

Members are required to provide a Social Security number or Federal Employer Identification Number (FEIN) to Axiom Co-op on the Application. Axiom Co-op may verify all Social Security numbers and FEINs upon enrollment. Axiom Co-op will provide a unique Member Identification Number to the Member by which he or she will be identified. This number will be used to direct Customers and Members to enroll and to track bonuses/commissions. All confidential information will be protected and not disclosed or sold to third parties as per the Privacy Policy on the official Axiom Co-op website.

3.3 - No Requirement to be a Axiom Co-op Products Customer

There is no requirement to enroll as a Customer of Axiom Co-op in order to become or remain a Member.

3.4 - Starter Kit

In order to familiarize Members with Axiom Co-op products and Axiom Co-op sales techniques, sales aids and other matters, Axiom Co-op provides a Starter Kit as part of the Member enrollment fee (if applicable). Starter Kits are sent via FedEx (signature required) to the mailing address provided by the Member on the Application. It is the goal of Axiom Co-op to get Starter Kits to Members within five (5) business days of Member enrollment.

3.5 - Member Benefits

Once the Application has been accepted by Axiom Co-op, the benefits of the Agreement are available to the new Member. These benefits include the right to:

- a) Sell Axiom Co-op products to Customers
- b) Participate in the Cash Back Plan (receive bonuses/commissions, if eligible)
- c) Refer other individuals as Members and thereby build a Marketing Organization and progress through the Cash Back Plan (if applicable)
- d) Receive periodic Axiom Co-op communications
- e) Participate in Axiom Co-op referral support, service, training, motivational and recognition functions (upon payment of appropriate charges, if applicable) and
- f) Participate in promotional and incentive contests and programs referred by Axiom Co-op for Members (if eligible).

3.6 - Training and Business Tools - Business Builder Kit and Unified System

Education, training and motivation are critically important to building a successful Axiom Co-op business. To educate Members in the business and teach them how to train and motivate others, Axiom Co-op provides support materials, tools, support products and training events in a joint effort with Field Leaders. These materials include training collateral and ticketed events produced and distributed by Axiom Co-op. Members are subject to a non-buyback rule on said items within the Unified System. These items may include books, magazines, charts and other printed materials, audio CDs or DVD software, online materials, training and recognition events, conventions and other ticketed events and websites.

3.7 - Member Communications and Recognition

To protect the Members privacy, among other reasons, Axiom Co-op will only communicate with the individual whose name appears in the field for Applicant Name or Co-Applicant Name (if an individual) or the field for Contact Name (if a Business Entity) on the Member Agreement. An organization name is not permitted as a Contact Name. The only exceptions are if an individual has a designated co-applicant assigned to an account or if a letter of authorization signed by the account holder has been provided to Axiom Co-op authorizing Axiom Co-op to communicate with a third party. If a Member is the recipient of an award, rank advancement or other recognition, the award, rank advancement or recognition will be under the individual or Business Entity whose name appears in the "Recognition Name" field. In the event the Recognition Name field is blank, the Awards and/or recognition will be awarded to the main account holder or business entity name. If there is no name or Business Entity name in the recognition name field, the default will be the Member's first and last name. All Members have the right to elect to not be recognized. Awards and/or recognition may be withheld for those Members who are not in good standing with Axiom Co-op. The Member waives any and all claims against Axiom Co-op with respect to Axiom Co-op's errors regarding awards or other recognition.

SECTION 4: OPERATING AN INDEPENDENT AXIOM CO-OP BUSINESS

4.1 - General Marketing Standards

For purposes of the Policies, marketing standards are the practice of soliciting participation of others (e.g., Members) as part of the Axiom Co-op Opportunity or as a Customer of Axiom Co-op. When promoting Axiom Co-op products to any prospective Customer, Members must adhere to good business practices, including, without limitation, the following general marketing standards:

- a) Identify yourself as an Independent Member of Axiom Co-op
- b) Be clear you are not an employee of Axiom Co-op
- c) Only market to your Warm Market, which is defined as any person with whom you have an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between a Member and a person, on the basis of: (1) an inquiry, application, purchase or transaction by the person regarding products or products offered by such Member or (2) a personal or familial relationship, which has not been previously terminated by either party
- d) Provide clear and accurate information about Axiom Co-op products
- e) Provide clear and accurate information about the Axiom Co-op Opportunity
- f) Abide by the Customer Enrollment Compliance Guidelines as defined below
- g) Be professional and courteous to all potential and current Customers of Axiom Co-op

- h) Do not have any other non- Axiom Co-op affiliated individual market for your Axiom Co-op business under any circumstance and
- i) Do not make affirmative representations of savings that are not truthful.

4.2 - Customer and Member Leads

A Customer Lead is defined as any type of contact information (e.g., email address, mailing address or telephone number) for a prospective Customer. Because Axiom Co-op does not have the ability to verify that Customer Leads purchased by Members are legitimate and because Customer Leads are often obtained through questionable methods, Members may not purchase or use Customer Leads to direct Customers to purchase products. Moreover, using leads to direct Customers to purchase products is not consistent with Axiom Co-op 's Warm Market methodology and may expose the Member and Axiom Co-op to regulatory action or penalties. For example, information obtained through a lead-generation site may be for an individual on the Do Not Call List and would subject the Member and Axiom Co-op to state and federal penalties. Axiom Co-op Customer contact information is confidential information belonging to Axiom Co-op. Members shall not give, sell or otherwise distribute such information. Axiom Co-op does not condone or approve buying Member leads or referrals. Any Member buying leads or referrals does so at their own risk and assumes all liabilities.

4.3 - Standards for Marketing Outside of a Member's Warm Market

When permitted, Members promoting Axiom Co-op outside their Warm Market must adhere to all applicable regulatory requirements. Marketing Events and Internet marketing are considered marketing channels outside of a Member's Warm Market and Axiom Co-op has identified specific marketing standards for each of these channels as follows:

4.3.1 - Marketing Events

A "Marketing Event" is any conference, convention, seminar, trade show or other public gathering that provides a Member the ability to market the Axiom Co-op Opportunity to potential Customers and/or Members. It is the Member's responsibility to receive approval from the event coordinator and ensure that he or she is the only Independent Member attending the event. In order for a Member to attend a Marketing Event, the Member must receive an official Axiom Co-op Global Name Badge from the Axiom Co-op Compliance Department. In addition to the General Marketing Standards outlined in Section 4.1, a Member with a display at a Marketing Event must adhere to the following standards:

- a) Visibly display his or her official Axiom Co-op Name Badge at all times when soliciting Customers or Members
- b) Provide the potential Customer with approved written information regarding Axiom Co-op products immediately upon request
- c) Provide Axiom Co-op 's telephone number for inquiries, verification and complaints and
- d) Strictly adhere to all of the Marketing Don'ts contained in the Member's Back Office and incorporated herein by this reference. Axiom Co-op Members are not permitted to promote Axiom Co-op Products at flea markets, garage sales or swap meets as these and other similarly situated events are not conducive to the professional image that Axiom Co-op wishes to portray. Axiom Co-op al further reserves the right to refuse authorization to participate in any function that it does not deem suitable for the promotion of Axiom Co-op.

4.3.2 - Internet Marketing

A Member is permitted to use standard and/or public online blogs, social networks or other online forums to discuss the Axiom Co-op Opportunity and Axiom Co-op products as long as the content complies with the Policies and the Marketing Don'ts. However, if a Member wishes to advertise or market the Axiom Co-op Opportunity via the previously mentioned channels, a Member may only do so by directing traffic to the Members Personal Website or Axiom Co-op's official website ([www. Axiom Co-op.com](http://www.AxiomCo-op.com)). Members should submit all static postings to the Axiom Co-op Compliance Department ([compliance@ Axiom Co-op.com](mailto:compliance@AxiomCo-op.com)) prior to posting. This section does not apply to Member developed websites. In addition to the General Marketing Standards in Section 4.1, a Member using blogs, social networks or other online forums must comply with the following:

- a) Clearly indicate that you are an Independent Member and not an employee of Axiom Co-op
- b) Strictly adhere to all of the Marketing Don'ts and
- c) When publishing content that has to do with Axiom Co-op, use a disclaimer noting that the postings are your own and do not represent Axiom Co-op views or opinions.

4.4 - Unacceptable Marketing Standards or Practices

The following activities are prohibited (unless noted below)

- 1) Members must: • Provide a functioning return email address to the sender; • Include a notice in the email that advises recipients that they may reply or that future email solicitations have an "opt- out" notice. All "opt-out" requests must be honored; • Include their physical mailing address; and • Clearly disclose that the message is an advertisement or solicitation.
- 2) The use of deceptive subject lines or false header information is prohibited.
- 3) Targeting Other Direct Sellers - Defined as targeting the sales force of another Direct Selling company to sell Axiom Co-op products or to become Axiom Co-op Members is prohibited. This includes the solicitation or enticement of members of the sales force of another Direct Selling company to violate the terms of their contract with such other company. If a Member engages in such activity, the Member bears the risk of being sued by the other Direct Selling Company. If this activity results in arbitration, a lawsuit or mediation against the Member alleging that they engaged in inappropriate referring activity of its sales force or Customer, Axiom Co-op will not pay any of the Member's defense costs or legal fees and will not indemnify the Member for any judgment, award or settlement. Targeting other Direct Sellers is prohibited.
- 4) Cross-team Referring - Defined as the enrollment of an individual who, or entity that, already has a current Members Agreement on file with Axiom Co-op, or who has had such an agreement within the preceding six (6) calendar months, within a different referring line. This policy shall not prohibit the sale/transfer of an Axiom Co-op business in accordance with Section 7.8. If a Member discovers cross-team referring, that Member shall report it to the Axiom Co-op Compliance Department ([compliance@ Axiom Co-op.com](mailto:compliance@AxiomCo-op.com)) immediately. Axiom Co-op may take Disciplinary Sanctions against the Member that changed organizations and/or those Members who encouraged or participated in the cross-team referring. Axiom Co-op may also move all or part of the offending Member's Marketing Organization to his/her original Marketing Organization if Axiom Co-op -deems it equitable and feasible to do so. However, Axiom Co-op is under no obligation to move the cross-team- referred Member's Marketing Organization, and the ultimate disposition of the organization remains within the sole discretion of Axiom Co-op. Members waive all claims and causes of action

against Axiom Co-op arising from or relating to the disposition of the cross-team- referred Members Marketing Organization. 5) Telemarketing (also known as Cold Calling) - Defined as placing one or more telephone calls to an individual or entity outside of the Member's Warm Market to solicit the purchase of Axiom Co-op products or to recruit individuals for the Axiom Co-op Opportunity. Telemarketing is prohibited. 6) Unsolicited Faxes - Defined as solicitation by transmission via telephone facsimile of any material or information advertising or promoting Axiom Co-op products or the Axiom Co-op Opportunity. However, a fax is permissible in response to a person's prior express invitation/permission or to any person within the Member's Warm Market. Members sending approved faxes must adhere to the following standards:

- a) Provide first and last name and Independent Member Identification Number
- b) If requested, remove the name of a potential Customer from the marketing database upon the potential Customer's request and
- c) Strictly adhere to all of the Marketing Don'ts.

4.5 - Investigation of Member Conduct

Axiom Co-op 's Compliance Department will endeavor to investigate Customer inquiries and complaints concerning a Members marketing practices within five (5) business days of receipt of a complaint. During Axiom Co-op's investigation of a complaint, Axiom Co-op may, in its sole and absolute discretion, suspend a Member. Members shall cooperate with the Axiom Co-op Compliance Department to facilitate a thorough and timely investigation.

4.6 - Advertising

4.6.1 - General Members shall safeguard and promote the good reputation of Axiom Co-op. Members shall not engage in advertising practices that are deceptive, false, misleading or unfair.

4.6.2 - Sales Aids, Training Materials and Events to promote the Axiom Co-op Opportunity

Members must exclusively use the sales aids and training materials produced by Axiom Co-op. Axiom Co-op approved and produced training materials are available at each Member's Back Office. However, in rare circumstances, Axiom Co-op may allow a Member to use live and virtual events, promotional materials, training aids or other literature that the Member has developed. If a Member wishes to use such self-produced materials, the Member must submit the materials to the Axiom Co-op Compliance Department (compliance@Axiom Co-op) for review. Unless the Member receives express written approval from the Axiom Co-op Compliance Department, the Member shall not be permitted to use self-produced materials. Axiom Co-op will not permit Members to sell sales aids, including event tickets that promote, educate or train the Axiom Co-op opportunity to other Members without prior express written approval by the Axiom Co-op Compliance Department (compliance@ Axiom Co-op.com). Additionally, Members who receive authorization from the Axiom Co-op Compliance Department to produce their own sales aids may not sell such material for profit to any other Member outside of the approved Unified System. Axiom Co-op further reserves the right to rescind approval for any promotional materials, sales tools or other literature or events and Members waive all claims for damages or compensation arising from or relating to such rescission.

4.6.3 - Advertising and Marketing

The following section deals with the subject of advertising and marketing. For purposes of clarification, advertising is defined as the action of calling something to the attention of the public. Marketing is defined as the process or technique of promoting, selling and distributing a product or service. With

regard to both of these topics, a Member is not allowed to advertise/market to Customers unless the Member utilizes the materials provided in the Member's Back Office. Members are prohibited from creating any materials (e.g., banners, flyers, letters) that would be used to advertise/ market to Customers. A Member is not allowed to advertise/market to Members unless the Member utilizes the materials provided in the Member's Back Office. In those rare instances where a Member wishes to create a piece of marketing material that would be used to advertise/market to Members that is not already approved, the Member may do so as follows: The Member must first submit a draft of the material created along with a completed Advertising/Marketing Form to the AXIOM Co-op Compliance Department (compliance@Axiom Co-op.com). This form will be reviewed by the Axiom Co-op Compliance Department and may be considered for approval on a case-by-case basis. Requests will be reviewed within two (2) to five (5) business days whenever possible. Likewise, advertising/marketing, and particularly advertising/marketing that is considered high exposure (e.g., billboards, magazines, newspapers, radio, television), is not allowed for Customers. However, advertising/marketing may be considered for Members with the express written approval of the Axiom Co-op Compliance Department (compliance@ Axiom Co-op.com). The Member must first submit a draft of the material created along with a completed Advertising/Marketing Form to the Compliance Department. This form will be reviewed by the Axiom Co-op Compliance Department and may be considered for approval on a case-by-case basis. The following will be used as part of the review process for consideration of approval: Member Rank, Member enrollment date, Member status with Axiom Co-op, the type of advertising being requested and any other factors determined to be relevant by the management of Axiom Co-op. Requests will be reviewed within two (2) to five (5) business days whenever possible.

4.6.4 - Search Engine Advertising

A Member may use paid search engine advertising (e.g., Bing, Google) with Axiom Co-op approved phrases available from the Axiom Co-op Compliance Department to promote Axiom Co-op products or the Axiom Co-op Opportunity. Members must submit requests to the Axiom Co-op Compliance Department (compliance@ Axiom Co-op.com) to receive the express written approval prior to engaging the use of paid search engine advertising. Members receiving approval to engage in search engine advertising acknowledge that the success, or lack thereof, of search engine advertising is not the responsibility of Axiom Co-op.

4.6.5 - Member Replicated Websites

If a Member desires to utilize an Internet Web page to promote his/her or its Axiom Co-op business, the Members may do so through the Personal Website provided by Axiom Co-op. These websites seamlessly link to the official Axiom Co-op website, giving the Member a professional and Axiom Co-op -approved presence on the Internet. No Member may independently design a website that uses Axiom Co-op trademarks, trade names, logos or copyrighted materials, or that otherwise promotes (directly or indirectly) Axiom Co-op products or the Axiom Co-op Opportunity except as provided in Section 4.7.2. Nor may any Member use "blind" ads on the Internet that make claims or representations that are ultimately identified with Axiom Co-op products or the Axiom Co-op Opportunity. Except as specifically provided in Section 4.7.2, the use of any other Internet website or Web page to promote the sale of Axiom Co-op products or to promote the Axiom Co-op Opportunity is prohibited.

4.6.6 - Links and Banner Ads

Members may place banner ads and links to their Personal Website on third-party websites, provided the Member uses Axiom Co-op approved banner ads, templates and images. The third-party website:

- a) Shall not contain any content or material that could be construed as unlawful, offensive, controversial or distasteful;
- b) Shall not contain content and materials that are not appropriate for all age groups;
- c) Must strictly adhere to all of the Marketing Don'ts.

The individual Web page that a link or banner ad is posted on shall not contain links or banner ads for any other Direct Selling company or in any way promote another Direct Selling company. Prior to placing a link or banner ad on a third-party website, the Member must submit the URL of the 3rd party website to the Compliance Department for review. If the Axiom Co-op Compliance Department determines that the third-party website is acceptable for display of an Axiom Co-op banner ad or link, the Member will be notified in writing. Unless a Member receives express written approval from the Compliance Department, the request shall be deemed denied. If approval has been provided by Axiom Co-op and at a later date the website content has changed and no longer meets the above standards, the Member must immediately remove the link or banner ad. If Axiom Co-op's Compliance Department identifies the change, it will contact the Member and require the Member to immediately remove the banner ad(s) or link(s) from the website. All banner ads must be linked to the Member's Personal Website. When directing readers to a Personal Website, it must be evident to a reasonable reader, from a combination of the link and the surrounding content that the link will go directly to a Personal Website. Any attempt to mislead Internet readers into believing they are going to a Personal Website, when in fact they land at another website, is prohibited. The determination as to what is misleading or what constitutes a reasonable reader will be at Axiom Co-op's sole discretion.

4.6.7 - Member-Developed Websites

Some Members may be allowed to develop a website to promote Axiom Co-op products or the Axiom Co-op Opportunity and support their team on a case-by-case basis. Prior to publication, the Member must submit the proposed website to the Axiom Co-op Compliance Department (compliance@ Axiom Co-op.com) by completing the Website Review Request form located in the Member's Back Office. The website may not be published or made accessible to members of the public unless the Member has received express written approval from the Compliance Department. There is a \$500.00 annual website review fee that must be paid to Axiom Co-op prior to review. Axiom Co-op reserves the right to rescind its approval of a website in the event it determines that the website no longer meets its standards as outlined herein.

4.6.8 - Domain Forwarding

Members wishing to use domain forwarding for the purposes of directing a browser to their Personal Websites are permitted to do so; however, the Member must submit the domain name to the Axiom Co-op Compliance Department (compliance@ Axiom Co-op.com) for written approval prior to active forwarding. When directing readers to a Members forwarding address, it must be evident to a reasonable reader, from a combination of the address and the surrounding content, that the link will go directly to an Axiom Co-op Personal Website. Any attempt to mislead internet readers into believing they are going to an Axiom Co-op Personal Website, when in fact they land at another website, is prohibited.

4.6.9 - Domain Names and E-mail Addresses

Members shall not use or attempt to register any of Axiom Co-op's Energy, Axiom Co-op or a utility's trade names, trademarks, service names, service marks, product names, company names or any derivative thereof for any email address or Internet domain name. All domain names intended for use by a Member for the Members Axiom Co-op business must be submitted for approval to the Compliance Department.

4.6.10 - Trademarks and Copyrights

Axiom Co-op does not allow the use of their trade names, trademarks, designs or symbols by any person, including Members, without prior written permission by the Axiom Co-op Compliance Department. If Members are unclear on what constitutes a trade name, trademark, etc., it is recommended that they contact the Compliance Department. Members may not produce for sale or distribution any recorded Axiom Co-op events or speeches without the express written approval from the Compliance Department. Nor may Members reproduce for sale or for personal use any recording of audio or video presentations produced by or for Axiom Co-op.

4.6.11 - Media and Media Inquiries

Members shall not respond to media inquiries regarding Axiom Co-op or any affiliate companies. All inquiries by any type of media (e.g., magazine, newspaper, online media, radio, television) must be immediately referred to the Axiom Co-op Marketing Department (marketing@Axiom Co-op com). This policy is designed to ensure that accurate and consistent information is provided to the public. Members shall not utilize magazine, newspaper, online media, radio or television media for the advertising or promotion of Axiom Co-op products or the Axiom Co-op without the express written approval of the Compliance Department. In the event Axiom Co-op grants permission for the use of such media, Axiom Co-op must have final authority on every stage of the production process with full rights to all recordings. However, all reasonable efforts will be made to involve the Member who referred the media inquiry.

SECTION 5: STRUCTURING AN INDEPENDENT Axiom Co-op BUSINESS

5.1 - Business Entities

A corporation, limited liability company (LLC), partnership or trust ("Business Entity") may apply to be a Member. The Business Entity is required to furnish the names of all parties involved in the corporation, LLC, partnership or trust on the Application. This will ensure that each person involved in the business will be trained and prevent unauthorized stacking (more than one (1) business per household). For a Business Entity to become a Member, it must provide Axiom Co-op with the following: a) A completed Application (paper or online application) signed by an authorized officer of the Business Entity; b) A copy of the corporate Articles of Incorporation (Corporation), Articles of Organization (LLC), partnership agreement or trust agreement as applicable. Articles of Incorporation or Articles of Organization must be stamped by the Secretary of State in the state of incorporation or organization. Partnership or trust agreements must be fully executed; c) The full name and address of each director, manager, officer, shareholder, unit or holder who owns more than 5% of the Business Entity; d) The Business Entity's Federal Employer Identification Number (FEIN) or Form SS-4, if applicable; and e) A letter from the Business Entity designating one individual, who must be at least eighteen (18) years of age, as the responsible party for the Business Entity's operations and sales. Any Business Entity submitting an online application will need to submit all required documentation to the Axiom Co-op Compliance Department

in order to complete enrollment. Failure to provide the required documentation within thirty (30) days will result in the application not being processed and placed in an "Application Failed" status.

5.2 - Change of Member Legal Designation

Members may change their legal designation under the same referrer from an individual to a corporation, LLC, partnership or trust or from one type of Business Entity to another. Members seeking such a change must comply with Section 5.1 and complete the Business Entity Change Application and submit it to the Compliance Department. There is a \$25.00 fee for each change requested; this fee must be included with a new Application.

5.3 - Change of Referrer

To protect the integrity of all Marketing Organizations and safeguard the hard work of all Members, Axiom Co-op prohibits, except as set forth below, changes in referring. Maintaining the integrity of referring is critical for the success of every Member and Marketing Organization. Accordingly, the transfer of an Axiom Co-op business from one referrer to another is not permitted except as outlined below. In cases in which new Members are mistakenly enrolled under someone other than the Member intended to be their referrer, those Members may request that they be transferred to another organization with their entire Marketing Organization intact. Requests for transfer under this policy may be submitted as long as the Member makes the request in writing to the Axiom Co-op Sales Department (sales@Axiom Co-op.com) within ten (10) business days from the date of enrollment to the Axiom Co-op. In the event a referrer change is requested outside of the ten (10) business days, the request must be submitted by the up-team Partner to the management of Axiom Co-op for consideration. If the request is considered and approved, Axiom Co-op will require the approval of the enrolling Member, up-team Director and up-team Partner before the change can be finalized. Resolving conflicts over the proper placement of a down-team that has developed under an organization that has improperly switched referrer is often extremely difficult. Members waive any and all claims against Axiom Co-op and any of its affiliates that relate to or arise from changes in the lines of referring.

5.4 - Cancellation and Reapplication

Members may legitimately change Marketing Organizations by voluntarily canceling the Agreement in writing to Axiom Co-op Member Products Team (askv@Axiom Co-op.com) and remaining inactive (e.g., no sales of Axiom Co-op products, no referring of Members, no attendance at any Axiom Co-op functions and no participation in any other form of Member activity or operation of any other Axiom Co-op business) for six (6) calendar months. Following the six (6) month period of inactivity, the former Member may reapply under a new Marketing Organization; however, the former Member's Marketing Organization will remain in the original line. Axiom Co-op may consider waiving the six (6) month waiting period in extreme circumstances at its sole discretion. Such requests for waiver must be submitted in writing to the Axiom Co-op.

5.5 — Indemnification

Members are fully responsible for all of their verbal and written statements made regarding Axiom Co-op that are not expressly contained in official Axiom Co-op materials. Members agree to indemnify Axiom Co-op and its affiliates and their respective directors, officers, employees, members and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred as a result of the Member's unauthorized representations or actions. This provision shall survive the termination of the Agreement.

5.6 - Earnings Claims

Because Members do not have the data necessary to comply with the legal requirements for making earnings claims, Members shall not make earnings claims beyond what is specifically and expressly authorized by Axiom Co-op. Members shall not make earnings projections, earnings Claims or disclosure of Member earnings (including the showing of checks, copies of checks, bank statements or tax records). Moreover, the Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of earnings claims and testimonials made by persons engaged in Direct Selling. Thus, when discussing the earnings potential available through the Axiom Co-op Opportunity, Members may use only those materials produced by Axiom Co-op, and may not make any claims inconsistent with such materials.

The term "earnings claim" includes:

- a) Statement of actual earnings, for example, a statement made by a Member of his, her or its own earnings or those of another Member
- b) Statement of average earnings, for example, a statement of the average earnings of all Members, whether active or not
- c) Statement of non-average earnings, for example, "Our top Member earned XXX dollars last month"
- d) Statement of earnings ranges, for example, "The monthly earnings for Directors range from XXX on the low side to YYY on the high side."
- e) Lifestyle claims, including statements involving large homes, luxury cars, exotic vacations or other items suggesting or implying wealth. They also consist of references to the achievement of one's dreams, having everything one always wanted and other claims phrased in terms of "opportunity" or "possibility" or "chance." Claims such as "My Axiom Co-op earnings exceeded my salary after six (6) months in the business," or "Our Axiom Co-op business has allowed my wife to come home and be a full-time mom or for me to be a stay-at-home dad" also fall within the purview of "lifestyle" claims
- f) Hypothetical claims, or when a Member attempts to explain the Cash Back Plan through the use of a hypothetical example.

5.7 - Products and Products Claims

Members are prohibited from making any claim regarding Axiom Co-op products or products that deviates from the terms, pricing and conditions set forth in Axiom Co-op literature.

5.8 - Conflicts of Interest

In order to avoid a conflict of interest and in compliance with the company's Code of Conduct and Ethics, Axiom Co-op will not "engage in any outside business" with a Member in any capacity unrelated to the Axiom Co-op Opportunity. This means that Axiom Co-op will not purchase goods or products from Members, use Members as vendors or hire Members as independent contractors, other than in connection with the Agreement.

5.9 — Non-solicitation

During the term of the Agreement, Members may generally participate in unrelated Network Marketing companies so long as they do not solicit other Members (cross team or outside of their

personally referred Members). However, once a Member reaches the Rank of Director, Axiom Co-op reserves the right to withhold promotional compensation and recognition, in its sole and exclusive discretion, for those Members who are involved with any other Network Marketing company. For a period of six (6) months following termination of the Agreement for any reason, Members shall not directly or indirectly approach or recruit other Axiom Co-op Members or Customers outside of their Personally referred Members for any other Direct Selling business or for any other business that markets Axiom Co-op products. Members and Axiom Co-op understand and agree that because Direct Selling is conducted through networks of independent contractors dispersed across the entire United States and internationally and because business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Members and Axiom Co-op agree that this non-solicitation provision shall apply to all markets in which Axiom Co-op Energy and Axiom Co-op conduct business. The term "refer" means the actual or attempted enrollment, solicitation, referring or effort to influence in any way, either directly, indirectly or through a third party, a Member or Customer to enroll or participate in another Direct Selling opportunity. The conduct described in the preceding sentence constitutes recruiting even if the Members' actions are in response to an inquiry made by another Member or Customer.

5.10 - Targeting Other Direct Sellers

Axiom Co-op will not tolerate Members specifically or consciously targeting the sales force of another Direct Selling company to sell Axiom Co-op products or to become Axiom Co-op Members.

5.11 - Sale of Competing Axiom Co-op

Members may not represent, sell or promote any competing Axiom Co-op products or other Axiom Co-op products.

5.12 - Member Participation in Other Direct Selling Programs

A Member can engage in non-Axiom Co-op Direct Selling programs outside of Axiom Co-op products, but it is the responsibility of the Member to ensure that his or her Axiom Co-op business is operated separately and apart from any other program in which the Member participates. To this end, a Member:

- a) Shall not display Axiom Co-op promotional materials or sales aids with or in the same location as any other Direct Selling company's promotional materials, sales aids, products or products
- b) Shall not offer Axiom Co-op products or promote the Axiom Co-op Opportunity to prospective or existing Customers or Members in conjunction with any other Direct Selling company's opportunity, product or service
- c) Shall not offer or promote the products or products of any other Direct Selling company at any Axiom Co-op -related meeting, seminar or convention and
- d) Upon achieving the Rank of Director, must disclose any other Direct Selling company with which the Member is involved by sending an mail to the Axiom Co-op Compliance Department (compliance@Axiom Co-op.com

5.13 - No Territory Restrictions

The sale of Axiom Co-op products is limited to the specific markets as announced Axiom Co-op. Within such markets, there are no exclusive industries, organizations or territories granted to any Member.

SECTION 6: RESPONSIBILITIES OF MEMBERS

6.1 - Change of Contact Information

All Members are required to keep their contact information (e.g., email address, mailing address and telephone number) current. Any email address or telephone number change can be made in the Member's Back Office(formerly known as the Back Office) or by contacting the Axiom Co-op Member Products Team (askv@Axiom Co-op.com). A mailing address change can only be made by contacting the Member Products Team (askv@Axiom Co-op.com) and providing a team member with documentation for proof of residence. Accurate and current contact information of Members is essential for timely delivery of Axiom Co-op information and the issuance of tax documents, among other things. Members should allow two (2) weeks for changes in contact information to take effect. Any fines, sanctions or penalties levied upon Axiom Co-op or its affiliates resulting from a Member's failure to timely provide Axiom Co-op with accurate and complete contact information and Social Security numbers shall be deducted from that Member's commissions.

6.2 - Ongoing Training

Members are strongly encouraged to further their understanding of Axiom Co-op and our products. Axiom Co-op may require yearly re-training or ad hoc training to ensure all Members stay current on new markets and/or new products or as may be required by the utility commissions. Members who refer other Members are expected to provide assistance and training to ensure that those referred Members are properly operating their Axiom Co-op business. Members must have ongoing contact and communication with the Members in their Marketing Organizations. Examples of such contact and communication may include, but are not limited to newsletters, written correspondence, personal meetings, telephone contact, voicemail, email and the accompaniment of down-team Members to Axiom Co-op meetings, training sessions and other functions. Up-team Members are also responsible for motivating, training and educating new Members regarding Axiom Co-op products and sales techniques.

Communication with and training of down-team Members must not in any way violate Section 4.

Members should monitor other Members in their Marketing Organizations to guard against down-team Members making improper earnings or business claims or engaging in any illegal or inappropriate conduct relative to the Agreement. As Members progress through the various levels of leadership, they will become more experienced in sales techniques, knowledge of Axiom Co-op products and understanding of the Axiom Co-op Opportunity. Such Members may be called upon to share this knowledge with less-experienced Members within their organization.

6.3 - Reporting Violations of the Agreement

Members observing a violation of the Agreement by another Member should report the violation to the Axiom Co-op Compliance Department either by email (compliance@ Axiom Co-op.com) or phone (1-443-829-3759). If the report is submitted by email, please provide details such as dates, number of occurrences, persons involved and any supporting documentation. All reports received by Axiom Co-op will remain anonymous until such time as the Member who made the report authorizes Axiom Co-op to disclose his, her or its identity or is compelled to do so by subpoena, court order or arbitrator's instruction.

6.4 – Non-disparagement

Axiom Co-op values constructive criticism and comments from Members. All such comments should be submitted in writing to the Axiom Co-op Marketing Department (suggestions@.com). While welcomes

constructive input, negative comments and remarks made by Members about Axiom Co-op, other Members or Customers or Employees serve no legitimate purpose and create a negative culture. For this reason, and to set the proper example for their Marketing Organizations, Members shall not disparage, demean or make inappropriate or negative remarks about Axiom Co-op, other Members, Employees or Axiom Co-op or any affiliated company's directors, officers, employees or Customers.

6.5 - Income Taxes

Each Member is responsible for paying applicable taxes on any income generated as a Member. If an Axiom Co-op business is tax exempt, the Federal Employer Identification Number (FEIN) must be provided to Axiom Co-op. Every year, Axiom Co-op will provide an IRS Form 1099-MISC (Non-employee compensation) earnings statement to each Member who had earnings of more than \$600.00 in the previous calendar year.

6.6 - Insurance

As independent contractors of Axiom Co-op, Members are not covered by Axiom Co-op's insurance. As business owners, it is strongly recommended that all Members have General Liability and Workers' Compensation coverage at the statutory limits.

SECTION 7: GENERAL UNDERSTANDING AND BUSINESS OWNERSHIP

7.1 - Vendor Communication

Any questions, comments or concerns relating to a Members business should be communicated directly to the Axiom Co-op Member Products Team (askv@Axiom Co-op.com). Axiom Co-op's vendors are not able to accommodate communication directly from individual Members. Therefore, Members shall not directly or indirectly contact any vendor or supplier of Axiom Co-op regarding their business.

7.2 - Independent Contractor Status

Members are independent contractors and are not purchasers of a franchise or a business opportunity. The Agreement between Axiom Co-op and its Members does not create an employer/employee relationship, agency, partnership or joint venture between Axiom Co-op and the Member. Members shall not be treated as employees for tax purposes and shall not be eligible for unemployment compensation. Members are responsible for paying applicable taxes due from all compensation earned as Members. The Member has no authority (express or implied) to bind Axiom Co-op to any obligation. Members shall establish their own goals, hours and methods of sale, so long as they comply with the terms of the Agreement and applicable laws. A Member may be listed as an "Independent Member in contact directories (e.g., yellow pages, white pages, online yellow pages) under his, her or its own name. Member shall not identify themselves as Axiom Co-op brokers, consultants or any title other than Independent Members or Independent Axiom Co-op Members. Members shall not place telephone directory display ads using Axiom Co-op Energy or Axiom Co-op 's names or logos. Members shall not answer the telephone or have a voicemail message saying "Axiom Co-op," " Axiom Co-op Incorporated," or any other language that would lead the caller to believe that he or she has reached the corporate offices of Axiom Co-op.

7.3 - One Axiom Co-op Business per Individual or Entity

An individual or entity may have an ownership interest, legal or equitable, in no more than one (1) Axiom Co-op business except as provided below with the following limitations: a) One (1) person residing in a Household who is at least 18 years of age or older may only have one (1) Axiom Co-op business. For example, if there is a spouse, child (18 years of age or older), immediate family, etc., only one (1) of them may have an Axiom Co-op business. b) The term Household is defined in the same manner as the U.S.

Census Bureau definition. In the event multiple accounts are discovered, the most recently referred accounts will be deactivated.

7.4 - Actions of Household Members or Affiliated Individuals

If any member of a Member's immediate Household engages in any activity that, if performed by the Member, would violate any provision of the Agreement, such activity will be deemed a violation by the Member. Similarly, if any individual Member in any way with a Member, corporation, LLC, partnership or trust ("Affiliated Individual") violates the Agreement, such action(s) will be deemed a violation by the entity. Additionally, a Member may not hire any other persons to work and/or market for the Member's business.

7.5 - Requests for Records

Any request to Axiom Co-op Customer Care (askv@Axiom Co-op.com) from a Member for copies of applications, invoices, Reports or other records will require a fee of \$2.00 per page per copy. This fee covers the expense of mailing and the time required to research files and make copies of the records.

7.6 - Returned Checks

All checks returned by a Member's bank for insufficient funds will be resubmitted for payment. A \$25.00 returned check fee will be charged to the account of the Member. After receiving a returned check from a Member, all future orders must be paid for with a credit card, money order or cashier's check. Any outstanding balance owed to Axiom Co-op by a Member for Non-Sufficient Funds (NSF) checks and returned check fees will be withheld from subsequent bonus and commission checks.

7.7 - Marketing Organization Protection

When a vacancy occurs in a Marketing Organization due to the termination of a Member's Agreement, the Members in the Marketing Organization below the terminated Member on the date of the cancellation will remain in their original positions. The Customers with the former Member will remain as Axiom Co-op Customers unless they voluntarily cancel. Up-team Member will continue to receive bonuses/commissions as they did prior to the termination of the subject Member. The position occupied by the former Member will not be filled and will remain vacant in the Marketing Organization. There is no "roll-up" or "compression" of Members and/or Customers.

7.8 - Sale, Transfer or Assignment of an Axiom Co-op Business

Although an Axiom Co-op business is a privately owned, independently operated business, the sale, transfer or assignment of an Axiom Co-op business and the sale, transfer or assignment of an Affiliated Individual's interest in a Business Entity that owns or operates an Axiom Co-op business is subject to certain limitations. If a Member wishes to sell an Axiom Co-op business, or an Affiliated Individual wishes to sell his or her interest in a Business Entity that owns or operates an Axiom Co-op business, the following criteria must be met: a) Both the seller and purchaser must complete the Sale or Transfer of Axiom Co-op Business form and submit it to the Axiom Co-op Compliance Department (compliance@AxiomCo-op.com). There is a \$50.00 administrative fee. The Sale or Transfer of Axiom Co-op Business form is provided in the Member's Back Office. b) Protection of the existing line of referring must always be maintained so that the Axiom Co-op business continues to be operated in that line of referring; and c) The purchaser must be or must become a qualified Member. Part of becoming a qualified Member involves completing an Application (whether the purchaser is an active or new Member) and submitting it to the Axiom Co-op Compliance Department. No enrollment fee will be refunded to the seller and no enrollment fee will be charged to the purchaser. If the purchaser is an active Member, the purchaser may be required to terminate the current Axiom Co-op business to ensure

compliance with Section 7.3 and wait six (6) months to purchase the existing business to remain in compliance with Section 5.5; and d) Before the sale, transfer or assignment can be finalized and approved by Axiom Co-op, any debt obligations the selling party has with Axiom Co-op must be satisfied; and e) The seller 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 Axiom Co-op business or his, her or its interest in a Business Entity that owns or operates an Axiom Co-op business. Axiom Co-op reserves the right to request additional documentation that may be necessary to analyze the transaction between the purchaser and seller. Axiom Co-op will, at its sole and absolute discretion, approve or deny the proposed sale, transfer or assignment within thirty (30) calendar days after its receipt of all necessary documents from the parties. The seller must receive written approval from Axiom Co-op before proceeding with the sale. If the parties fail to obtain Axiom Co-op's approval for the transaction, the transfer shall be voidable at Axiom Co-op's option. The purchaser of the existing Axiom Co-op business will assume the obligations and position of the selling Member. A Member who sells an Axiom Co-op business shall not be eligible to reapply as a Member for a period of at least six (6) calendar months after the date of the sale. No changes in line of referring can result from the sale or transfer of an Axiom Co-op business.

7.9 - Separation of an Axiom Co-op Business

Members sometimes operate their Axiom Co-op businesses through a Business Entity, as a husband/wife partnership or a domestic partnership. At such time as a marriage may end in divorce, a Business Entity may dissolve or domestic partnership 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 Members up or down the line of referring. If the separating parties fail to provide for the best interests of other Members and Axiom Co-op in a timely fashion, Axiom Co-op may terminate the Member's Agreement. During the divorce, entity dissolution process or domestic partner 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 Axiom Co-op business pursuant to an assignment in writing whereby the relinquishing spouse, partners, shareholders or members authorize Axiom Co-op to deal directly and solely with the other spouse or non-relinquishing partner, shareholder or member; or b) The parties may continue to operate the Axiom Co-op business jointly on a "business-as-usual" basis, whereupon all compensation paid by Axiom Co-op will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. Under no circumstances will the Marketing Organization of divorcing spouses, a dissolving Business Entity or a dissolving domestic partnership be divided. Similarly, under no circumstances will Axiom Co-op split bonus/commission checks between divorcing spouses, members of a dissolving Business Entity or a dissolving domestic partnership. Axiom Co-op will recognize only one (1) Marketing Organization and will issue only one (1) bonus/ commission payment per Axiom Co-op business per commission cycle. Bonus/commission payments shall always be issued to the same individual or Business Entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of bonuses/commissions and ownership of the Axiom Co-op business in a timely fashion as determined by Axiom Co-op, the Agreement may be terminated. If a former spouse or domestic partner has completely relinquished all rights to the original Axiom Co-op business pursuant to a divorce or dissolution, he or she is thereafter free to enroll under any referrer of his or her choosing without waiting six (6) calendar months. In the case of Business Entity

dissolutions, the former shareholder, partner, member or other entity affiliate who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as a Member. In either case the former spouse, domestic partner or business affiliate shall have no rights to any Members or Customers in the former Marketing Organization. The new business must be developed without solicitation of the current organization in the same manner as any other new Member.

7.10 – Referring a Member

All Members in good standing have the right to refer and enroll others into Axiom Co-op. While each prospective Member has the ultimate right to choose his, her or its own referrer, Axiom Co-op Members are expected to maintain a high level of integrity and respect for one another in the Member community. When a Member has presented the Axiom Co-op business opportunity to a prospect either in person, online or over the telephone in a formal "show the program" venue, other Members should be courteous of the relationship and not interfere in the referring process by attempting to entice enrollment under a different referrer for a minimum period of thirty (30) days. After this thirty (30) day time frame has elapsed, the prospect is to be considered a free agent and can be approached by other Members in the field. If two (2) Members claim to be the referrer of the same new Member, Axiom Co-op will expect the resolution for the dispute to take place in the field. In the event this cannot be accomplished, and the new Member will not make the choice, Axiom Co-op will assign the new Member to the referrer identified in the first dated application received by Axiom Co-op.

7.11- Corporate referred Members

Occasionally, a new Member will enroll directly under the Axiom Co-op website without the support of a referrer. Axiom Co-op believes that all Members should have the support of a referrer. In situations in which a new Member signs up under Axiom Co-op, the new Member will be assigned to a referrer in a manner determined by Axiom Co-op.

7.12 - Transfer Upon Incapacitation of a Member

To generate a transfer of an Axiom Co-op business because of incapacity, the conservator, guardian or trustee of the incapacitated Member must provide all necessary documentation. This documentation will establish the right of the subject conservator, guardian or trustee to the incapacitated Member's Axiom Co-op business. The conservator, guardian or trustee must:

a) Complete and execute an Application; and b) Comply with the terms and provisions of the Agreement.

7.13 - Succession of an Axiom Co-op Business

Upon the untimely passing of a Member, his or her business may be passed to his or her heir(s). Appropriate legal documentation must be submitted to Axiom Co-op to ensure the transfer is valid. Accordingly, a Member should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever an Axiom Co-op business is transferred by a will or other testamentary process, the heir(s) acquires the right to collect all bonuses/commissions of the deceased Member's Marketing Organization provided the following qualifications are met. The heir(s) must:

- a) Complete and execute an Application; and
- b) Comply with terms and provisions of the Agreement; and

Bonuses/commissions of an Axiom Co-op business transferred pursuant to this section will be paid in a single payment jointly to the heir(s). The heir(s) must provide Axiom Co-op with an "address of record" to which all bonus/commission payments will be sent. If the business is bequeathed to joint heir(s), they

must form a Business Entity and acquire a Federal Employer Identification Number (FEIN). Axiom Co-op will issue all bonus/commission payments and one (1) IRS Form 1099MISC (Non-employee compensation) to the Business Entity.

SECTION 8: BONUSES AND COMMISSIONS

8.1 - Sales

The Cash Back Plan is based on the sale of Axiom Co-op products to Customers. Members must fulfill personal Customer enrollment requirements (as well as meet other responsibilities set forth in the Cash Back Plan (which is a part of the Agreement) to be eligible for bonuses/commissions or advancement to higher Ranks. To be eligible for payment of bonuses/commissions, a Member must be an active Member.

8.2 - Bonus and Commission Qualifications

A Member must be in compliance with the Agreement to qualify for bonuses/commissions. Axiom Co-op shall pay commissions to such Members in accordance with the Cash Back Plan. Each Member's commissions will be paid to the Member by a third-party payment-processing vendor. The threshold minimum amount for which Axiom Co-op will issue a payment to a Member is \$15.00. If a Member's bonuses/commissions do not equal or exceed \$15.00, Axiom Co-op will accrue the bonuses/commissions until they total \$15.00. Payment will be issued once \$15.00 has been accrued or will be paid annually.

8.3 - Adjustment to Bonuses and Commissions

Members receive bonuses/commissions based on the actual sales of Axiom Co-op Energy products to Customers. Payment-processing fees may apply to all bonus/commission payments issued to a Member. Such fees are charged by the third-party payment-processing vendor and are disclosed on its website.

8.4 - The Back Office

Axiom Co-op provides an online center to all of its Members. The Back Office provides access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Member's Axiom Co-op business and to increase sales of Axiom Co-op products. Axiom Co-op reserves the right to deny Member's access to the Back Office at its sole discretion. The Back Office is separate from the Members Personal Website.

8.5 — Back Office Reports

All information provided by Axiom Co-op in the Back Office regarding down-team, Customer and Commissions reports is believed to be accurate and reliable. Nevertheless, due to various factors including, but not limited to, the inherent possibility of human and technical error, the information is not guaranteed by Axiom Co-op nor any persons creating or transmitting the information. To the fullest extent permissible under applicable law, Axiom Co-op, its affiliates and/or other persons creating or transmitting the information will in no event be liable to any Member or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and marketing organization sales and/or enrollment information (including but not limited to lost profits, bonuses/commissions, loss of opportunity and damages that may result from inaccuracy, incompleteness, inconvenience, delay or loss of the use of the information), even if Axiom Co-op, its affiliates or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Axiom Co-op, its affiliates and Other persons creating or transmitting the information shall have no responsibility or liability to the Member

or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to that information. Access to and use of Axiom Co-op's online reporting products and the Members reliance upon such information is at the Members own risk. All such information is provided to the Member "as is." If the Member is dissatisfied with the accuracy or quality of the information, the Members sole and exclusive remedy is to discontinue use of and access to Axiom Co-op's online reporting products and reliance upon the information.

8.6 - Confidential Axiom Co-op Information

Axiom Co-op Reports ("Reports") are available for Member access and viewing in the Back Office. Access to these online Reports is password protected. All Reports and the information contained therein are confidential and constitute proprietary information and trade secrets belonging to Axiom Co-op. These Reports are provided to Members in strictest confidence and are made available to Members for the sole purpose of assisting Members in working with their respective Marketing Organizations in the development of their Axiom Co-op business. Members should use their Reports to assist, motivate and train their down-team Members. The Member and Axiom Co-op agree that, but for this agreement of confidentiality and nondisclosure, Axiom Co-op would not provide these Reports to the Member. Members shall not, on their own behalf, or on behalf of any other person or entity: a) Directly or indirectly disclose any information contained in any Report to any third party; or b) Directly or indirectly disclose the password or other access code to the Member's Back Office; or c) Use the information contained in any Report to compete with Axiom Co-op or for any purpose other than promoting or supporting their Axiom Co-op business; or d) Recruit or solicit any Member or Customer listed on any Report or in any manner attempt to influence or solicit any Member or Customer to alter a business relationship with Axiom Co-op. Upon demand by Axiom Co-op, any current or former Member will return any and all copies of Reports to Axiom Co-op. Members agree that they shall not post, publish or otherwise disseminate any of the documents found in their Back Office that are designated as confidential without written approval by the Axiom Co-op Compliance Department (compliance@ Axiom Co-op.com). Buying or selling, or inducing others to buy or sell, Member, Customer, prospective Member or prospective Customer information is strictly prohibited at all times. Members shall not provide any type of incentive for any action or proposed action to induce a Member or third party to sell any information pertaining to an Member, Customer, prospective Member or prospective Customer.

8.7 - Errors or Questions

If a Member has questions about or believes any errors have been made regarding bonuses/commissions, Reports or charges, the Member must complete the Commission Audit form and submit it to the Axiom Co-op Commissions Department: by email (commissions@ Axiom Co-op.com); by fax (1-410-944-5501); or by mail (Axiom Co-op Attn: Commissions, 7131 Liberty Rd —Ste 200, Baltimore, Md 21207) within sixty (60) calendar days of the date of the purported error or incident in question. Axiom Co-op will not be responsible for any errors unless it is determined that the error was the result of an administrative oversight and was not corrected. Axiom Co-op will not be responsible for any errors, omissions or problems not reported to Axiom Co-op within sixty (60) calendar days from the date the bonus/commission was paid

SECTION 9: MEMBER REFUNDS UPON VOLUNTARY CANCELLATION OF THE AGREEMENT

9.1 - Initial Enrollment Fee Refund

The initial fee to become a Member is \$59.00, \$159, \$209 or \$509. If the Member submits a cancellation request within 10 business days of the initial enrollment date to the Axiom Co-op Member Products Team (askv@ Axiom Co-op.com), the Member will receive a full refund of the enrollment fee (if applicable) and the Starter Kit fee, as long as the return of the kit complies with Sections 9.3 and 9.4. For those Members who cancel after ten (10) business days, the Member may request a refund of the initial enrollment fee. Note: \$50.00 of the initial enrollment fee is attributable to the Starter Kit and is refundable as provided in Sections 9.3 and 9.4; the balance is for the initial setup fees for the Members Back Office and Online Tools and is based on a one (1) year term. In the event the former Member requests a refund and is not in violation of any of the terms of the Agreement, Axiom Co-op will issue a 90% refund based on the number of calendar quarters remaining in the one (1) year term. If the Member Agreement is cancelled in the Member's first quarter (months 1 — 3), the refund amount will be 75% of the Member's initial enrollment fee, multiplied by 0.9. If the Member cancels in his or her second quarter (months 4 — 6), the refund amount will be 50% of the initial enrollment fee, multiplied by 0.9. If the Member cancels in the third quarter (months 7 — 9), the refund amount will be 25% of the initial enrollment fee, multiplied by 0.9. No refund will be issued if the Member cancels in or after the fourth quarter (months 10 — 12 after enrollment). This also applies to the Starter Kit.

9.3 - Starter Kit Refunds

Upon cancellation of a Member's Agreement, the Member may return the Starter Kit for a refund. In order to receive a refund from Axiom Co-op pursuant to this policy, the following requirements must be met: a) The Starter Kit being returned must have been personally purchased by the Member from Axiom Co-op (purchases from other Members or third parties are not subject to refund); and b) The Starter Kit must be in Resalable condition (see definition of "Resalable" in Section 12); c) The Starter Kit must have been purchased from Axiom Co-op as outlined in Section 9.3 (a); and d) No refund will be issued for the Starter Kit if the Member cancels in or after the fourth quarter (months 10 — 12 after enrollment).

9.4 - Procedure for Returning Starter Kit

The following applies to all Starter Kits returned to Axiom Co-op for a refund pursuant to Section 9.3: a) The Starter Kit must be returned by the Member who purchased it directly from Axiom Co-op; and b) The Starter Kit must have a Return Authorization Number, which is obtained by calling the Member Products Team (443-). This Return Authorization Number must be written on each package returned; and c) The returned Starter Kit must be accompanied by a completed and signed Product Return Form. No refund or exchange will be made if these conditions are not met.

SECTION 10: CANCELLATION

10.1 - Effect of Cancellation

So long as a Member remains active, complies with the terms of the Agreement and Axiom Co-op accepts payment of the annual renewal fee, Axiom Co-op shall pay bonuses/commissions to such Member in accordance with the Cash Back Plan. A Member's bonuses/commissions constitute the entire consideration for the Member's efforts in generating sales and all activities related to generating sales (including building a Marketing Organization). Following a nonrenewal of the Agreement by the Member or Axiom Co-op or voluntary or involuntary cancellation of the Agreement (all of these

methods are collectively referred to as "cancellation"). The former Member shall have no right, title, claim or interest to the Marketing Organization that they operated or receive any bonus/commission from the sales generated by the organization. A Member whose business is canceled will lose all rights as a Member. This includes the right to sell Axiom Co-op products and the right to receive future bonuses/commissions or other income resulting from the sales and other activities of the Member's former Marketing Organization. In the event of cancellation, Member agrees to waive all rights, including but not limited to property rights, rights to the former Marketing Organization and to any bonuses/commissions or other remuneration derived from the sales and other activities of the Member's former Marketing Organization. Following cancellation of a Member's Agreement, the former Member shall not hold himself or herself out as a Member and shall not have the right to promote the sale of Axiom Co-op products. A Member whose Agreement is canceled shall receive bonuses/commissions only through the last full pay cycle the Member was active prior to cancellation (less any amounts withheld during an investigation/probation preceding an involuntary cancellation).

10.2 - Voluntary Cancellation

Members have the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Axiom Co-op Member Products Team (askv@AxiomCo-op.com) from the Member's email address on file or submitted to Axiom Co-op's principal business address (7131 Liberty Rd — Ste 200, Baltimore, MD 21207). The written notice must include the printed name, address, Member Identification Number and signature (if in hard-copy form).

10.3 – Involuntary Cancellation

A Member's violation of any terms of the Agreement, including any amendments that may be made by Axiom Co-op in its sole discretion, may result in any of the Disciplinary Sanctions listed in Section 11.1, including the involuntary cancellation of the Agreement. Cancellation shall be effective on the date on which written notice is emailed, shipped (e.g., FedEx, UPS) or mailed to the Member's last known address on file. Axiom Co-op reserves the right to terminate the Member's Agreement upon thirty (30) days written notice.

10.4 – Non-renewal

A Member may also voluntarily cancel the Agreement by failing to renew the Agreement on its anniversary date. Axiom Co-op may also elect not to renew the Agreement upon its anniversary date.

SECTION 11: DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

11.1 - Disciplinary Sanctions

Violation of the Agreement; violation of any common law duty, including but not limited to any applicable duty of loyalty; violation of any law or regulation; any illegal, fraudulent, deceptive or unethical business conduct; or any act or omission by a Member that, in the sole and exclusive discretion of Axiom Co-op, may damage its reputation or goodwill (such act or omission need not be related to the Member's Axiom Co-op business), may result, at discretion, in one or more of the following Disciplinary Sanctions:

- a) Requiring the Member to take immediate corrective measures or
- b) Issuance of a written warning or admonition or

- c) Suspension with pay which may include the Deactivation of Back Office and/or the Member's Personal Website.
- d) Suspension without pay, which may include any combination of the following: 1) Withholding of all or part of the Member's bonuses/commissions during the period that Axiom Co-op is investigating any alleged violation. If a Member's business is canceled for Disciplinary Sanctions, the Member will not be entitled to recover any bonuses/ commissions withheld during the investigation period; and/or 2) Loss of rights to one (1) or more bonus/commission payments; and/or 3) Ineligibility for Member incentive programs including, but not limited to: car bonuses, contests, promotions, recognitions, trips, etc.; and/or Deactivation of Back Office and/or the Member's Personal Website.
- e) Involuntary cancellation of the Agreement (Note: Cancellation will be effective as of the notice date);
- f) Or any other measure expressly allowed within any provision of the Agreement or that Axiom Co-op deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Members violation; and/or
- g) In situations deemed appropriate, Axiom Co-op may institute legal proceedings for monetary and/or equitable relief. Each Member agrees to cooperate with Axiom Co-op's investigation of potential violations.

A Member's duty to cooperate shall include, without limitation:

responding promptly, completely and truthfully to any inquiries or requests for information or documents (including, but not limited to, books, records, correspondence and electronically stored information);

1. furnishing requested documents and information within two (2) business days of any request;
2. authenticating documents; and
3. testifying completely and truthfully.

Each Member agrees that this duty to cooperate with Axiom Co-op also applies to any mediation, arbitration, civil litigation or administrative proceeding.

11.2 - Grievances and Complaints

When a Member has a grievance or complaint with another Member regarding any practice or conduct in relationship to the Member's respective Axiom Co-op business, the complaining Member should first report the problem to his or her referrer, who should review the matter and try to resolve it with the other party's referrer. If the matter involves interpretation or violation of the Agreement, it must be reported in writing to the Axiom Co-op Compliance Department (compliance@Axiom Co-op.com).

11.3 - Mediation

Prior to instituting any arbitration as provided in Section 11.4, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the agreement through nonbinding mediation. One (1) 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 fees and costs pursuant to the mediation agreement. Each party shall pay its own attorney fees, costs and individual expenses. Members with conducting and attending the mediation. Mediation shall be held in Baltimore, MD.

11.4 – Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be resolved by binding 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. Members waive all rights to trial by jury or by any court. All arbitration proceedings shall be held in Baltimore, MD. If the initial damages sought by the initiating party (the "claimant") are less than \$1,000,000, there shall be one (1) arbitrator. If the initial damages sought by the claimant are \$1,000,000 or greater, there shall be three (3) arbitrators. The arbitrator(s) shall be an attorney or attorneys at law, who shall have expertise in business law with a strong preference being an attorney knowledgeable in the Direct Selling industry, selected from the panel provided by the American Arbitration Association. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator(s) 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 extrinsic evidence, including trade custom, shall be used at the arbitration hearing to interpret the Member Agreement. Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect the party'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.

11.5 - Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Baltimore, MD. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Maryland shall govern all matters relating to or arising from the Agreement.

11.6 – Miscellaneous

It is agreed that the Agreement shall not be construed against Axiom Co-op. Member acknowledges that he or she has had the opportunity to consult with an attorney if the Member so wishes prior to entering the Agreement.

SECTION 12: DEFINITIONS

Active Member - A Member who is in good standing with Axiom Co-op by performing all obligations under the Agreement including but not limited to Section 3 requirements. A Member who does not meet this requirement is an "Inactive Member." Collectively, the Application, the Policies and the Cash Back Plan, all in their current form and as amended by Axiom Co-op in its sole and absolute discretion

Member - An individual or Business Entity enrolled with Axiom Co-op.

Member Identification Number - A unique identification number assigned to each new Member by Axiom Co-op.

Personal Website - A Personal Website provides a Member with an Axiom Co-op approved Web presence that allows the Member to post contact information.

Authorized Officer - The Chief Executive Officer (CEO) of Axiom Co-op.

Business Entity - Any business categorized as a corporation, LLC, non-profit, partnership, trust, etc.

Cancellation - The termination of an Member's business.

CAN-SPAM Act - A federal law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails no longer sent to them and spells out tough penalties for violations.

Co-applicant - Any additional person added to the Member's account with approval by the Member and who has full rights to the account.

Commercial Sales Member - Any Member who is not authorized to offer Axiom Co-op products to Large Commercial Customers.

Compliance Department - The Axiom Co-op Compliance Department interprets the Policies and the Marketing Don'ts for the field to ensure compliance.

Cross-team - Any Member placed in a Marketing Organization that is neither up-team nor down-team from a given Member.

Customer - A Customer is an individual or business who purchases Axiom Co-op products.

Direct Selling - A retail channel for the distribution of goods and products directly to the consumer.

Domain Name - This is the name that identifies a website. For example, "Axiom Co-op.com" is the domain name of Axiom Co-op's website.

Domain Forwarding - Forwarding for the purposes of directing a browser to another website, such as a Personal Website.

Down-team - All Members enrolled below the Member in their line of referring are considered to be part of the down-team.

Fast Start Bonus - Refer to the Cash Back Plan for details.

Grace Period — A 30-day window allotted to a Member who failed to pay their annual renewal fee by the due date. A Member in the Grace period will receive monthly and weekly commissions for all periods completed during the Grace Period.

Household - A household includes all the persons who occupy a housing unit. A housing unit is a house, an apartment, a mobile home, a group of rooms or a single room that is occupied (or, if vacant, is intended for occupancy) as separate living quarters. Separate living quarters are those in which the occupants live and eat separately from any other persons in the building and which have direct access from the outside of the building or through a common hall. The occupants may be a single family, one person living alone, two or more families living together or any other group of related or unrelated persons who share living arrangements. (People not living in households are classified as living in group quarters.)

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

Level - Each layer of down-team Members in a particular Member's Marketing Organization. This term refers to the relationship of a Member relative to a particular up-team Member, determined by the number of Members between the two who are related by referring. For example, if A refers B, who refers C, who refers D, who refers E, then E is on A's fourth level.

Line - Each one of the individuals enrolled immediately underneath a Member and the Member's respective Marketing Organization represents one "line" in a Member's Marketing Organization.

Marketing Don'ts - A detailed list of advertising/marketing practices that are not allowed. Violation of any of the Marketing Don'ts can lead to Disciplinary Sanctions.

Marketing Event - An event, exhibition, exposition (expo), forum, meeting, seminar, workshop or gathering where the Member displays Axiom Co-op information to potential Customers or Members.

Marketing Material - Any type of document that may be used to advertise/market to a Customer or potential Member (e.g., business card, flyer or letter).

Marketing Organization - The Members placed in a particular Member's down-team. Official Axiom Co-op Material - Literature, video recordings and other materials developed, printed, published and distributed by Axiom Co-op to Members.

Rank - The level that a Member has achieved pursuant to the Cash Back Plan.

Recruit - For purposes of Axiom Co-op's Conflict of Interest Policy (Section 5.9), the term "recruit" means the actual or attempted referring, solicitation, enrollment, encouragement or effort to influence in any other way, either directly, indirectly or through a third party, another Axiom Co-op Member participate in another Direct Selling opportunity.

Resalable - Starter Kits and sales aids shall be deemed "Resalable" if each of the following elements is satisfied: (1) they are unopened and unused; and (2) packaging and labeling has not been altered or damaged; and (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and (4) they are returned to Axiom Co-op within 9 months (if applicable) from the date of purchase; and (5) the item(s) contain current Axiom Co-op labeling. Any sales aid that is clearly identified at the time of sale as nonreturnable, discontinued or as a seasonal item shall not be Resalable.

Starter Kit - A selection of Axiom Co-op training materials and business-support literature that each new Member is required to purchase.

Referring - The act of enrolling others and training them to become Members is called "Referring." A Member who enrolls another Member into Axiom Co-op is listed as the referrer on the Member Application and Agreement.

Stacking - Members who enroll more than 1 business per household. This is strictly prohibited.

Suspension - One of the Disciplinary Sanctions that may be utilized when a Member is found to be in violation of the Marketing Don'ts or Policies.

Unified System - A kit that provides Members and their referred Members with a step-by-step guide on how to most effectively build their Axiom Co-op business and successfully duplicate their efforts.

Up-team - This term refers to the Member or Members above a particular Member in a referring line up to Axiom Co-op. In other words, it is the line of referrers that links any particular Member to Axiom Co-op.

Back Office - The Back Office is a Web-based application provided to each Member that includes powerful business-building tools, information and reporting about monthly commissions, genealogy, news about events and periodic updates.

Axiom Co-op Name Badge - An official identification badge provided by Axiom Co-op.

Axiom Co-op Opportunity - The business opportunity afforded to Members under the Agreement.

Axiom Co-op Report - An online report generated by Axiom Co-op that provides critical data relating to the identities of Members, sales information and enrollment activity of each Member. Marketing Organization. This report contains confidential and trade secret information that is proprietary to Axiom Co-op.

Warm Market - Persons with whom a Member has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between a Member and a person, on the basis of: (1) an inquiry, application, purchase or transaction by the person regarding products or products offered by such Member or (2) a personal or familial relationship, which relationship has not been previously terminated by either party.

Web Page - Any page that one sees when one is browsing the Internet. Every new screen one sees is a new Web page. A website can have one Web page or millions.

Website - A group of Web pages usually containing hyperlinks to one another and made available online by an individual, company, educational institution, government or organization.