



## **Affiliate Agreement**

Policies and Procedures

Last Modified: September 27, 2017

### **I. INTRODUCTION**

#### **A. Policies and Compensation Plan Incorporated into Affiliate Agreement**

These Policies and Procedures, in their present form and as amended by Tres International, LLC (hereafter “Tresmore” or the “Company”), are incorporated into, and form an integral part of, the Affiliate Agreement (herein, “Agreement”). It is the responsibility of each Affiliate to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Tresmore Agreement, these Policies and Procedures, the Tresmore Terms of Use and the Tresmore Compensation Plan. These documents are incorporated by reference into the Tresmore Agreement (all in their current form and as amended by Tresmore).

#### **B. Changes to the Agreement**

Tresmore reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By entering into the Agreement, an Affiliate agrees to abide by all amendments or modifications that Tresmore elects to make. Amendments shall be effective 30 days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) posting in Affiliates’ back offices; (4) inclusion in Company periodicals; or (5) special mailings. The continuation of an Affiliate’s Tresmore business, the acceptance of any benefits under the Agreement, or an Affiliate’s acceptance of commissions from the sale of Tresmore products or services constitutes acceptance of all amendments.

#### **C. Delays**

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

#### **D. Policies and Provisions Severable**

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

#### **E. Waiver**

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Tresmore to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Tresmore’s right to demand exact compliance with the

Agreement. The existence of any claim or cause of action of an Affiliate against Tresmore shall not constitute a defense to Tresmore's enforcement of any term or provision of the Agreement.

## **II. BECOMING AN AFFILIATE**

### **A. Requirements to Become an Affiliate**

To become a Tresmore Affiliate, each applicant must:

- Be at least 18 years of age;
- Reside in the United States, a U.S. Territory, or any country that Tresmore has officially announced is open for business;
- Provide Tresmore with his or her valid Social Security number or Federal Tax ID number;
- Submit a properly completed Agreement to Tresmore;
- Establish a merchant account for the acceptance of credit and debit cards for the purchase of Tresmore services by customers and the payment of commissions; and
- Personally sponsor the sale of a Tresmore product or service to an end consumer.

Until such time as each of the above takes place, and Tresmore has accepted the Agreement, an applicant is not an Affiliate. Nonetheless, such an applicant remains bound by the terms and conditions of the Agreement and agrees to abide by them. Tresmore reserves the right to accept or reject any Affiliate Agreement for any reason or no reason.

### **B. Affiliate Benefits**

Once an Agreement has been accepted by Tresmore, and the requirements have been satisfied, the benefits of the Compensation Plan and the Agreement are available to the new Affiliate. These benefits include the right to:

- Promote the Tresmore platform;
- Participate in the Tresmore Compensation Plan (receive commissions from the sale of Tresmore products and services, if eligible);
- Sponsor other individuals as Affiliates into the Tresmore business and thereby, build a Marketing Organization and progress through the Tresmore Compensation Plan;
- Receive periodic Tresmore literature and other Tresmore communications;
- Participate in Tresmore-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Tresmore for its Affiliates.

### **C. Term and Renewal of Agreement**

The term of the Agreement is month to month from the date of its acceptance by Tresmore (subject to prior termination or reclassification), and shall automatically renew for successive terms unless either party notifies the other party that it does not wish to renew the Agreement.

### **D. Adherence to the Tresmore Compensation Plan**

Affiliate must adhere to the terms of the Tresmore Pay and Benefits Package as set forth in official Tresmore literature, including the Terms of Use. Affiliate shall not offer the Tresmore opportunity through, or in combination with, any other system, program, Co-op, leads, sales tools, or method of

marketing other than that specifically set forth in official Tresmore literature. Affiliate shall not require or encourage other current or prospective Affiliate to participate in Tresmore in any manner that varies from the program as set forth in official Tresmore literature.

### **III. OPERATING AN INDEPENDENT TRESMORE BUSINESS**

#### **A. Affiliate Marketing**

Affiliates shall not require or encourage other current or prospective customers or Affiliates to execute any agreement or contract other than official Tresmore agreements and contracts in order to subscribe to or purchase Tresmore services or to become Tresmore Affiliates. Similarly, Affiliates shall not require or encourage other current or prospective customers or Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the Tresmore Compensation Plan other than those purchases or payments identified as recommended or required in official Tresmore literature.

#### **B. General Advertising**

All Affiliates shall safeguard and promote the good reputation of Tresmore and its products. The marketing and promotion of Tresmore, the Tresmore opportunity, the Compensation Plan, and Tresmore services must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Affiliates may develop their own advertising and promotional materials so long as Tresmore properly authorizes such materials. It is the Affiliate's obligation to ensure that his or her marketing activities are truthful, are not deceptive and do not mislead customers or potential Affiliates in any way. No income claims or representations may be included in such materials unless a copy of the Tresmore Income Disclosure Statement is incorporated into the advertising or promotional material or the Internet address of the current Income Disclosure Statement is incorporated into the materials. To promote both the platform and the opportunity Tresmore has to offer, Affiliates must use the sales aids and support materials produced by Tresmore. If Tresmore Affiliates develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding Affiliates' good intentions, they may unintentionally violate any number of statutes or regulations affecting the Tresmore business. These violations, although they may be relatively few in number, could jeopardize the Tresmore opportunity for all Affiliates. Accordingly, Affiliates must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the affiliate receives specific written approval to use the material, the request shall be deemed denied. The marketing and promotion of Tresmore, the Tresmore opportunity, the Compensation Plan, and the Tresmore platform shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Affiliates will not make false or misleading statements about the sales opportunity. Affiliates may not sell sales aids to other Tresmore Affiliates. Therefore, Affiliates who receives authorization from Tresmore to produce their own sales aids may not sell such material to any other Tresmore Affiliate. Tresmore further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Affiliate waive all claims for damages or remuneration arising from or relating to such rescission.

### **C. Trademarks and Copyrights**

The name “Tresmore” and other names as may be adopted by Tresmore are proprietary trade names, trademarks and service marks of Tresmore (collectively “marks”). As such, these marks are of great value to Tresmore and are supplied to Affiliates for their use only in an expressly authorized manner. Tresmore will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including Tresmore Affiliates, in any unauthorized manner. Affiliates may not use or attempt to register any of Tresmore’s trade names, trademarks, service names, service marks, product names, the Company’s name, or any derivative thereof, for any Internet domain name, e-mail address, or online alias. Additionally, an Affiliate cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Tresmore. The content of all Company sponsored events is copyrighted material. Affiliates may not produce for sale or distribution any recorded Company events, presentations, and speeches. Nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or videotape presentations. As an independent Affiliate, you may use the Tresmore name in the following manner:

Affiliate’s Name

Independent Tresmore Affiliate.

### **D. Media and Media Inquiries**

No press releases may be issued by anyone other than Tresmore. No exceptions. Affiliates must not attempt to respond to media inquiries regarding Tresmore, its products or services, or their independent Tresmore business. All inquiries by any type of media must be immediately referred to the Legal Department at [Legal@Esolutiontg.com](mailto:Legal@Esolutiontg.com). This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image. Affiliates must not utilize radio or television media, including radio or television infomercials, for the advertising, distribution or promotion of the Tresmore products or opportunity without the express consent of Tresmore. In the unlikely event that Tresmore does grant permission for the use of such media, Tresmore reserves the right to have final authority and final approval before any releases of media, on every stage of the production process with full rights to all recordings.

### **E. Unsolicited Email**

Tresmore does not permit Affiliates to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by an Affiliate that promotes Tresmore, the Tresmore opportunity, or Tresmore services must comply with the following:

- There must be a functioning return email address to the sender;
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice);
- The email must include the Affiliate’s physical mailing address;
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation;
- The use of deceptive subject lines and/or false header information is prohibited; and
- All opt-out requests, whether received by email or regular mail, must be honored. If an Affiliate

receives an opt-out request from a recipient of an email, the Affiliate must forward the opt-out request to the Company.

Tresmore may periodically send commercial emails on behalf of Affiliates. By entering into the Affiliate Agreement, Affiliate agrees that the Company may send such emails and that the Affiliate's physical and email addresses will be included in such emails as outlined above. Affiliates shall honor opt-out requests generated as a result of such emails sent by the Company.

#### **F. Unsolicited Faxes**

Except as provided in this section, Affiliates may not use or transmit unsolicited faxes in connection with their Tresmore businesses. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting Tresmore, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Affiliate 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 an Affiliate and a person, on the basis of: (i) an inquiry, application, purchase or transaction by the person regarding products offered by such Affiliate; or (ii) a personal or familial relationship, which relationship has not been previously terminated by either party.

#### **G. Telephone Directory Listings**

Affiliates may list themselves as an "Independent Tresmore Affiliate" in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Affiliate may place telephone or online directory display ads using Tresmore's name or logo. Affiliates may not answer the telephone by saying "Tresmore", "Tresmore Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Tresmore. If an Affiliate wishes to post his or her name in a telephone or online directory, it must be listed in the following format:

Affiliate's Name

Independent Tresmore Affiliate

#### **H. Telemarketing Techniques**

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

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

following situations: If the Affiliate has an established business relationship with the prospect. An “established business relationship” is a relationship between an Affiliate and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service. An established business relationship may also exist in response to a prospect’s personal inquiry or application regarding a product or service offered by the Affiliate, within the three (3) months immediately preceding the date of such a call.

If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s), which the Affiliate is authorized to call. If the prospect is a family member, a personal friend, or an acquaintance. An “acquaintance” is someone with whom an Affiliate has at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if an Affiliate engages in “card collecting” with everyone the Affiliate meets and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if an Affiliate engages in calling “acquaintances,” the Affiliate must make such calls on an occasional basis only and not make this a routine practice.

Affiliates shall not use automatic telephone dialing systems or software relative to the operation of their Tresmore businesses. Affiliates shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the Tresmore products, and services.

#### **I. Television and Radio Advertising**

Affiliates may not advertise their affiliation with Tresmore on television or radio except with Tresmore’s express written approval.

#### **J. Online Conduct**

If an Affiliate desires to utilize an Internet web page to promote his or her business, he or she may do so through the [www.Tresmore.com](http://www.Tresmore.com) replicated web site. Alternatively, Affiliates may develop their own web pages, however, any Affiliate who does so: (a) must use the text of the company’s official web site; (b) may not supplement the content of his or her web site with text from any source other than the company; and (c) may not promote or sell any non-Tresmore products or opportunity.

The use of any other web site or web page (including without limitation auction sites such as eBay) to promote Tresmore products or the Tresmore opportunity is a material breach of these Policies and Procedures.

#### **K. Affiliate Web Sites**

Affiliates may create their own websites to promote the Tresmore opportunity and the Company’s platform, so long as the website and its content comply with the terms of the Agreement. It is the Affiliate’s obligation to ensure that his or her online marketing activities are truthful, are not deceptive and do not mislead customers or potential Affiliates in anyway. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization (“SEO”) tactics, misleading click-through ads (i.e. having the display URL of a Pay-Per-Click (“PPC”) campaign appear to be directed to an official Tresmore Corporate Site when it in fact goes

elsewhere), deceptive or misleading banner ads, and deceptive or misleading press releases. Tresmore will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive. If there are any income claims or representations contained within an Affiliate's website, there must be a link to the Tresmore Income Disclosure Statement immediately adjacent to any such claim or representation.

#### **L. Affiliate Website Content**

Affiliates are solely responsible and liable for the content, messaging, claims, and information included in their websites and must ensure that it appropriately represents and enhances the Tresmore brand and adheres to the terms of the Agreement. Additionally, such websites must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at Tresmore's sole discretion. The content of any website that promotes the Tresmore opportunity or Tresmore's platform must be suitable for viewing by all persons in age groups. Such websites may not contain any material that:

- Is sexually explicit, obscene, or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- Is graphically violent, including any violent video game images;
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity;
- Is in violation of any intellectual property rights of the Company or any third party; or
- Use of words like (but not limited to): scam, scams, rip-off, con, cheat, fraud, swindle, scare, fear, warning or hoax.

#### **M. Defamatory and Offensive Language**

Affiliates may not engage in the use of any defamatory, offensive, threatening, obscene or otherwise objectionable, spoken or written, language on any platform through any method, including but not limited to websites, physical publication, or public forums, directed at Tresmore or its affiliate company(ies). The evaluation for whether statement(s) violate the Agreement shall be determined by the Company, in its sole discretion. The violation of this provision will result in the immediate termination of your account(s); you will not be eligible for a refund. Also, we may pursue legal actions against you for damages.

#### **N. Independent Affiliate Disclosure**

To avoid confusion, each page of an Affiliate's website must prominently disclose that the website is owned and operated by an Independent Tresmore Affiliate and not by the Company. To avoid confusion the following two elements must be prominently displayed at the top of every page of an independent Tresmore website developed by an Affiliate:

- 1) The Tresmore independent affiliate logo; and
- 2) The Affiliate's name and title (i.e., Alice Smith, Independent Tresmore Affiliate).

Although Tresmore brand themes and images are desirable for consistency, anyone landing on any page of an Affiliate's website must clearly understand that they are at an Independent Affiliate site, and not a Tresmore Corporate page.

In addition to meeting all other requirements specified in these Policies and Procedures, should an Affiliate utilize any form of social media, including but not limited to: Facebook, Twitter, LinkedIn, YouTube, Pinterest, the Affiliate agrees to each of the following:

- No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the Tresmore website;
- It is each Affiliate's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use; and
- Any social media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote Tresmore's products or the Tresmore opportunity may not link to any website, social media site, or site of any other nature, other than the Tresmore website.

Social Media may be used by Affiliates to share information about the Tresmore business opportunity and Tresmore services, provided such information complies with the terms of the Agreement. Profiles an Affiliate generates in any social community where Tresmore is discussed or mentioned must clearly identify the Affiliate as an Independent Tresmore Affiliate and not as an employee, agent, or corporate representative of the Company. Affiliates may not upload, submit or publish any content to (including but not limited to) Facebook, YouTube, Twitter or Pinterest any video, audio, presentations or any computer files received from Tresmore or captured at official Tresmore events or in buildings owned or operated by Tresmore. No income claims or representations may be made when participating in a social networking site unless a link to the Company's current Income Disclosure Statement is provided. Affiliates may not use online classifieds (including Craigslist) to list, sell, or retail specific Tresmore products. Affiliates may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the Tresmore business opportunity. Tresmore's products may not be listed on Amazon, eBay or any other online auction sites. Nor may Affiliate's enlist or knowingly allow a third party to sell products on Amazon, eBay or any other online auction sites.

#### **O. Tradeshows, Exhibitions and other Sales Forums**

Affiliates may display and/or sell Tresmore products or services at trade shows and professional expositions, provided the provisions of Section M are adhered to. The Tresmore Income Disclosure Statement ("IDS") is designed to convey truthful, timely, and comprehensive information regarding the income that Tresmore Affiliates earn. In order to accomplish this objective, a copy of the IDS must be presented to a prospective Affiliate (someone who presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of actual earnings, (2) statements of projected earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. A lifestyle income claim typically includes statements (or pictures) 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 are phrased in terms of "opportunity" or "possibility" or "chance." Claims such as "My Tresmore income exceeded my salary after six months in the business," or "Our Tresmore business has allowed my wife to come home and be a full-time mom" also fall within the purview of "lifestyle" claims.

In any non--public meeting (e.g., a home meeting, one--on--one, regardless of venue) with a prospective Affiliate or Affiliates in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claims is made, you must provide every prospective Affiliate with a copy of the IDS. In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Compensation Plan or the making of an income claim.

Copies of the IDS may be printed or downloaded without charge from the Affiliate Back Office. Affiliates who develop sales aids and tools in which the Compensation Plan or income claims are present must incorporate the IDS into each such sales aid or tool prior to distribution to prospective Affiliates.

#### **P. Recruiting and Soliciting Other Direct Sellers**

When recruiting or soliciting participants in other direct selling ventures to either purchase Tresmore services or to participate in the Tresmore opportunity, Affiliates must not encourage such persons to terminate or violate any term or condition of any agreements that they may have with other direct selling companies. Should an Affiliate engage in such activity, the Affiliate bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Affiliate alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, Tresmore will not pay any of the Affiliate's defense costs or legal fees, nor will Tresmore indemnify the Affiliate for any judgment, award, or settlement.

#### **Q. International Marketing**

Affiliates are authorized to sponsor the sale of Tresmore products or services, and enroll Affiliates only in the countries in which Tresmore is authorized to conduct business, as announced in official Company literature. In addition, no Affiliate may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or Affiliates; or (c) conduct any other activity for the purpose of sponsoring the sale of Tresmore products or services, establishing a Marketing Organization, or promoting the Tresmore opportunity.

#### **R. Change of Sponsor**

An Affiliate may only have one sponsor. Tresmore prohibits changes of sponsorship to uphold the integrity of the Commission Structure.

#### **S. Cancellation and Re-application**

An Affiliate may only change his or her Sponsor by voluntarily canceling his or her Agreement and remaining inactive (i.e., no promotion or sponsor of sales of Tresmore products or services, no sponsoring, no attendance at any Tresmore functions, no participation in any other form of Affiliate activity, no operation of any other Tresmore business, and no income from the Tresmore business) for six (6) full calendar months. Following the six-month period of inactivity, the former Affiliate may reapply under a new Sponsor. In that event, the former Affiliate's Marketing Organization will remain in the original line of sponsorship and the former Affiliate will start back as a new Affiliate with no downtime.

#### **IV. CLAIMS AND ACTIONS**

##### **A. Waiver of Claims**

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by an Affiliate, Tresmore reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST TRESMORE, ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM TRESMORE'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

##### **B. Indemnification**

Tresmore services and the Compensation Plan, which are not expressly contained in official Tresmore materials are considered unauthorized representations. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Affiliates agree to indemnify Tresmore and Tresmore's directors, officers, managers, members, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Tresmore as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Agreement.

##### **C. Income Claims**

An Affiliate, when presenting or discussing the Tresmore opportunity or Compensation Plan to a prospective Affiliate, may not make income projections, income claims, or disclose his or her Tresmore income (including the showing of checks, copies of checks, bank statements, or tax records) unless, at the time the presentation is made, the Affiliate provides a current copy of the Tresmore Income Disclosure Statement (IDS) to the person(s) to whom he or she is making the presentation.

##### **D. Opportunity Claims**

When presenting or discussing the Tresmore opportunity or the Tresmore Compensation Plan, you must make it clear to prospects that financial success with Tresmore requires commitment, effort, and sales skill. Conversely, you must never guarantee success or make similar misrepresentations. Examples of misrepresentations in this area include:

- It's a turnkey system;
- "All In" Mentality – okay to encourage someone to go "All-In" for educational purposes and for help in building their business. However, behaviors that are not permitted: "Get All-In sit back and make money," "Go into debt," "forego paying your rent," "sell your car," "do it or you'll be removed from the team," "threats," "bashing," "name calling," or "alienation" in any manner;
- The system will do the work for you;
- Just get in and your downline will build through spillover;
- Just join and I'll build your downline for you;
- The company does all the work for you;
- You don't have to sell anything; or

- All you have to do is buy your products every month.

The above are just examples of improper representations about the Compensation Plan. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be guaranteed success as a Tresmore Affiliate without commitment, effort, and sales skill.

## **V. ADDITIONAL TERMS**

### **A. Non-solicitation**

Tresmore Affiliates are free to participate in other affiliate, multilevel or network marketing business ventures or marketing opportunities. However, such Affiliates agree that they shall not, during the term of this Agreement and for a period of one year following its termination for any reason, use Tresmore's confidential or trade secret information to solicit or recruit any person or entity to participate in any such venture. Nor shall an Affiliate use any such confidential and proprietary trade secret information in any way in association with such Affiliate's participation in any other affiliate, multilevel or network marketing venture.

### **B. Affiliate Participation in Other Programs**

If an Affiliate is engaged in other non-Tresmore programs, it is the responsibility of the Affiliate's to ensure that his or her Tresmore business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- Affiliates shall not display Tresmore promotional materials, sales aids, products or services with or in the same location as any non-EN promotional materials, sales aids, products or services;
- Affiliates shall not offer the Tresmore opportunity, products or services to prospective or existing Customers or Affiliates in conjunction with any non-Tresmore program, opportunity, product or service; and
- Affiliates may not offer any non-Tresmore opportunity, products, services or opportunity at any Tresmore-related meeting, seminar, convention, webinar, teleconference, or other function.

### **C. Confidential Information**

"Confidential Information" includes, but is not limited to, customer and Affiliate lists, the identities of Tresmore customers and Affiliates, contact information of Tresmore customers and Affiliates, and Affiliates' personal and downline sales information. Confidential Information is, or may be available, to Affiliates in their respective back-offices. Affiliate access to such Confidential Information is password protected, is confidential, and constitutes proprietary information and business trade secrets belonging to Tresmore. Such Confidential Information is provided to Affiliates in strictest confidence and is made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective Marketing Organizations in the development of their Tresmore business. Affiliates may not use any Confidential Information for any purpose other than for developing their independent Tresmore businesses. When an Affiliate participates in other direct selling or multilevel marketing ventures, the Affiliate may not have access to certain Confidential Information, including, but not limited to, customer or Affiliate lists. Affiliates may use the Confidential Information to assist, motivate, and train their downline Affiliates, and for no other purpose. In so doing, an Affiliate may not disclose the Confidential Information to any third party, including, without limitation, his or her downline Affiliates. The Affiliate and Tresmore agree that, but for this agreement of confidentiality and nondisclosure, Tresmore will not provide Confidential Information to the Affiliate.

To protect the Confidential Information, an Affiliate shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to his or her back-office;
- Use any Confidential Information to compete with Tresmore or for any purpose other than promoting his or her Tresmore business; or
- Recruit or solicit any Affiliate or customer of Tresmore listed on any report or in the Affiliate's back-office, or in any manner attempt to influence or induce any Affiliate or customer of Tresmore, to alter their business relationship with Tresmore.

The obligation of an Affiliate to not disclose any Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether an Affiliate's Agreement has been terminated, or whether the Affiliate is or is not otherwise affiliated with the Company.

#### **D. Errors or Questions**

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, downline activity reports, genealogy lists, or charges, the Affiliate must notify Tresmore in writing within 60 days of the date of the purported error or incident in question. Tresmore will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

#### **E. Governmental Approval or Endorsement**

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

#### **F. Income Taxes**

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

Tresmore cannot provide Affiliates with any personal tax advice. Affiliates should consult with their own tax accountant, tax attorney, or other tax professional.

#### **G. Independent Contractor Status**

Affiliates are independent contractors. The agreement between Tresmore and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. Affiliates shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. Tresmore is not responsible for withholding, and shall not withhold or deduct from a Representative's bonuses and

commissions, if any, FICA or taxes of any kind, unless withholding becomes legally required. The Affiliate has no authority (expressed or implied), to bind the company to any obligation. Affiliates are not authorized to and will not incur any debt, expense, obligation, or open any checking account or credit card on behalf of, for, or in the name of Tresmore. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Agreement, these Policies and Procedures, and applicable laws. Each Affiliate shall be solely responsible for paying all expenses incurred, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses.

#### **H. Adherence to Laws and Ordinances**

Affiliates shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Affiliates because of the nature of their business. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him or her, the Affiliate shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Tresmore.

#### **I. One Tresmore Business Per Affiliate and Per Household**

An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Tresmore business. No individual may have, operate or receive compensation from more than one Tresmore business. Individuals of the same Household may not enter into or have an interest in more than one Tresmore Business. A "Household" is defined as all individuals who are living at or doing business at the same address, and who are related by blood, marriage, domestic partnership, or adoption, or who are living together as a family unit or in a family-like setting.

In order to maintain the integrity of the Tresmore Compensation Plan husbands and wives, domestic partnerships, or common-law couples (collectively referred to herein as "spouses") who wish to become Tresmore Affiliates must be jointly sponsored as one Tresmore business. Spouses, regardless of whether one or both are signatories to the Agreement, may not own or operate any other Tresmore business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another Tresmore business in any form.

An exception to the one business per Affiliate/Household rule will be considered on a case-by-case basis if two Affiliates get married or move in together, or in cases of an Affiliate receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Legal Department ([legal@esolutiontg.com](mailto:legal@esolutiontg.com)).

#### **J. Actions of Household Members or Affiliated Parties**

If any member of an Affiliate's immediate household engages in any activity, which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and Tresmore may take disciplinary action pursuant to these Policies and Procedures against the Affiliate. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Tresmore may take disciplinary action against the

Business Entity. Likewise, if an Affiliate enrolls in Tresmore as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

#### **K. Business Entities**

A corporation, limited liability company, partnership or trust (collectively referred to as a “Business Entity”) may apply to be a Tresmore Affiliate by submitting an Affiliate Application and Agreement along with a properly completed Business Entity Registration form and a properly completed IRS Form W-9 (Request for Taxpayer Identification Number). If an Affiliate enrolls online, the Business Entity Registration Form must be submitted to Tresmore within 30 days of the online enrollment. (If not received within the 30-day period, the Agreement shall automatically terminate.) A Tresmore business may change its status under the same Enroller from an individual to a partnership, corporation or trust, or from one type of entity to another. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Affiliate Application and Agreement. The Business Entity Registration form must be signed by all of the shareholders, members, partners or trustees. The Business Entity and its shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively “Affiliated Parties”) are individually, jointly and severally liable for any indebtedness to Tresmore, compliance with the Tresmore Policies and Procedures, compliance with the Tresmore Representative Agreement, and all other obligations to Tresmore. Tresmore will recognize only one individual in regard to any benefits received based on account performance. Be sure to indicate who shall receive said benefits (should any occur) when completing the Business Entity Registration Form. If no one is listed, Tresmore will designate it as the first person listed on the form.

#### **L. Sale or Transfer of Affiliate Business**

Although a Tresmore business is an independently operated business, the sale, transfer or assignment of a Tresmore business is subject to certain limitations. If an Affiliate wishes to sell his or her Tresmore business, the selling Affiliate must offer Tresmore the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Tresmore shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal. If Tresmore elects not to purchase the business, the following criteria must be met:

- The selling Affiliate must submit a \$250 transfer fee to the Company to reimburse it for its expenses associated with the transaction;
- Tresmore must approve the buyer or transferee prior to finalization of the purchase;
- The buyer or transferee must become a qualified Tresmore Affiliate. If the buyer is an active Tresmore Affiliate, he or she must first terminate his or her Tresmore business and wait six calendar months before acquiring any interest in a different Tresmore business;
- Before the sale, transfer or assignment can be finalized and approved by Tresmore, any debt obligations the selling party has with Tresmore must be satisfied; and
- The selling party 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 Tresmore business.

Prior to selling an independent Tresmore business or Business Entity interest, the selling Affiliate must notify Tresmore’s Compliance Department in writing and advise of his or her intent to sell his or her Tresmore business or Business Entity interest. The selling Affiliate must receive written approval

from Tresmore before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a Tresmore business.

The selling Affiliate agrees that they will not disparage, demean or otherwise criticize Tresmore for a minimum of one year, either written or verbal, after the sale or transfer of his/her Tresmore account. You agree that it would be impossible, impractical, or extremely difficult to fix the actual damages suffered by reason of such a violation. Therefore, if such a breach does occur, you hereby agree that Tresmore may immediately recover five thousand dollars (\$5,000.00) for damages incurred, without prejudice to Tresmore's right to also seek additional monetary, injunctive or other equitable relief.

#### **M. Information Change Notification**

Each Affiliate must immediately notify Tresmore of all changes to the information contained on his or her Affiliate Application and Agreement. Affiliates may modify their existing Agreement (i.e., change Social Security number to Federal I.D. number, or change the form of ownership from an individual proprietorship to a business entity owned by the Affiliate) by submitting a written request, a properly executed Affiliate Application and Agreement, and appropriate supporting documentation. Changes shall be processed only once per year. All changes must be submitted by November 30 to become effective on January 1 of the following year.

#### **N. Separation of a Tresmore Business**

Tresmore Affiliates sometimes operate their Tresmore businesses as husband-wife partnerships, regular partnerships, LLCs, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- 1) One of the parties may, with consent of the other(s), operate the Tresmore business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Tresmore to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee; or
- 2) The parties may continue to operate the Tresmore business jointly on a "business-as-usual" basis, whereupon all compensation paid by Tresmore 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 or a dissolving business entity be divided. Tresmore will recognize only one Marketing Organization. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Agreement shall be involuntarily canceled.

#### **O. Sponsoring Online**

When sponsoring a new Affiliate through the online enrollment process, the Sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and

agree to the Agreement and Terms of Use. The Sponsor may not fill out or submit the Agreement on behalf of the applicant.

**P. Death or Incapacity of an Affiliate**

The Agreement is a contract for personal services. Upon the death or incapacitation of an Affiliate (as determined by Tresmore at its sole and absolute discretion), the Agreement shall require the following. To effect a testamentary transfer of a Tresmore business, the executor of the estate must provide the following to Tresmore: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to Tresmore specifying to whom the business and income should be transferred.

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

**Q. Back Office Access**

Tresmore makes online back offices available to its Affiliates. Back offices provide Affiliates access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Affiliate's Tresmore business and to increase sales of Tresmore products. However, access to a back office is a privilege, and not a right. Tresmore reserves the right to deny Affiliates' access to the back office at its sole discretion.

**R. Change of Contact Information**

To ensure timely delivery of products, support materials, commissions, and tax documents, it is important that Tresmore's files are current. Street addresses are required for shipping. Affiliates planning to change any of their contact information or move must update their contact information via the Back Office function of the Tresmore website. To guarantee proper delivery, two weeks advance notice must be provided to Tresmore regarding any changes.

**VI. PRODUCT SALES AND COMMISSIONS**

**A. Sales and Commissions**

The Tresmore Compensation Plan is based on the sale of the Tresmore products and services to end consumers. Affiliates must fulfill personal sales requirements as specified in the Tresmore Compensation Plan (as well as meet other responsibilities set forth in the Agreement) to be eligible to earn commissions from the sale of the Tresmore platform. All commissions are paid directly to eligible Affiliates through the payment processing accounts that each Affiliate must activate.

**B. Refunds**

Due to the nature of Tresmore's online business, products are available at the time of purchase. As such, Tresmore has a strict No Return policy in effect, which begins from the date of purchase. The state of Montana has an exception to this rule based on their state's governing laws.

### **C. Chargebacks**

When a customer or the customer's bank or credit card company issues a chargeback against the Company for any sale, the Affiliate who received a commission based on the sale of the product or service that was charged back agrees that he or she shall reimburse Tresmore the amount of the chargeback. Additionally, the affiliate agrees to pay a \$40 fee per charged back transaction to be debited from a future commission payout amount.

### **D. Reports**

All information provided by Tresmore in downline activity or downline genealogy reports, including but not limited to downline sales information and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge backs; the information is not guaranteed by Tresmore or any persons creating or transmitting the information.

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

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, TRESMORE AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY AFFILIATE 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/OR DOWNLINE SALES INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF TRESMORE 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, TRESMORE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

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

### **E. Monthly Billing**

The subscription fees are automatically paid each month with a credit or debit card maintained on file with Tresmore. Affiliates may make adjustments to their monthly subscription in the back office of the Tresmore website.

## **VII. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **A. Disciplinary Sanctions**

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

- Issuance of a written warning or admonition;
- Requiring the Affiliate to take immediate corrective measures;
- Suspension of the individual's Agreement for one or more pay periods;
- Transfer or removal of some or all of an Affiliate's downline Affiliates from the offending Affiliate's Marketing Organization;
- Termination of the offender's Agreement;
- Suspension and/or termination of the offending Affiliate's ability to access the Tresmore website Back Office; or
- Any other measure expressly allowed within any provision of the Agreement or which Tresmore deems practical to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's policy violation or contractual breach.

In all situations when a Suspension is issued and commissions withheld, commissions will be paid to Admin until such time that the suspended account is reinstated. The reason for this is to keep everyone honest in their dealings and allegations of wrongdoing. In situations deemed appropriate by Tresmore, the Company may institute legal proceedings for monetary and/or equitable relief.

## **B. Grievances and Complaints**

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective Tresmore businesses, the complaining Affiliate should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Affiliate Services Department at the Company. The Affiliate Services Department will review the facts and attempt to resolve it.

## **C. Mediation**

Prior to instituting an arbitration as provided in Section below, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the parties cannot agree on a mediator within 14 days from the date that a party submits a written request for mediation, the complaining party shall apply to Judicate West ([www.judicatewest.com](http://www.judicatewest.com)) to appoint a mediator.

The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Atlanta, Georgia and shall last no more than two business days.

#### **D. Arbitration**

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

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

All matters relating to this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction). Such binding arbitration must be handled by the American Arbitration Association located in Atlanta, Georgia

##### **i. Louisiana Residents**

Notwithstanding the foregoing, and the mediation and arbitration provisions, residents of the State of Louisiana shall be entitled to bring an action against Tresmore in their home forum and pursuant to Louisiana law.

##### **ii. Montana Residents**

A Montana resident may cancel his or her Agreement within 15 days from the date of enrollment and receive a 100% refund for all fees paid and products or services purchased prior to the date of cancellation.

#### **VIII. CANCELLATION OF THE AGREEMENT AND RECLASSIFICATION**

##### **A. Effect of Cancellation**

So long as an Affiliate remains active and complies with the terms of the Agreement, Tresmore shall pay commissions to such Affiliate in accordance with the Compensation Plan. An Affiliate's commissions constitute the entire consideration for the Affiliate's efforts in generating sales of Tresmore services and all activities related to generating such sales (including building a Marketing Organization). Following an Affiliate's non-renewal of his or her Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Agreement (all of these methods are collectively referred to as "cancellation"), the former Affiliate shall have no right, title, claim or interest to the Marketing Organization which he or she operated, or any commission from the sales generated by any Affiliate in the organization. An Affiliate whose business is cancelled will lose all rights as an Affiliate. This includes the right to sponsor the sale of the Tresmore platform and the right to receive future commissions, bonuses, or other income resulting from the sales sponsored by other Affiliates in the Affiliate's former Marketing Organization. In the event of cancellation, Affiliates agree to waive all rights they may have, including but not limited to property rights, to their former Marketing Organization and to any bonuses, commissions or other remuneration derived from the sales of Tresmore services sponsored by any of the Affiliates in his or her former Marketing Organization.

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

## **B. Involuntary Cancellation**

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

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

## **C. Voluntary Cancellation**

A participant in this affiliate marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. The written notice must include the Affiliate's signature, printed name, address, and Affiliate Username.

## **D. Non-renewal**

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

## **DEFINITIONS**

**Active Affiliate** — An Affiliate is one who satisfies the requirements, as set forth in the Tresmore Compensation Plan to ensure that he or she is eligible to receive bonuses and commissions.

**Agreement** — The contract between the Company and each Affiliate includes the Affiliate Agreement, the Tresmore Policies and Procedures, the ThanksMatrix Terms of Use, and the Tresmore Compensation Plan, all in their current form and as amended by Tresmore in its sole discretion. These documents are collectively referred to as the "Agreement."

**Business Entity** — A corporation, partnership, trust, limited liability company, or other type of entity.

**Cancel** — Termination of an Affiliate's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

**Customer** — An individual or entity that purchases Tresmore products or services from an Affiliate, but who is not an Affiliate, or falls within an immediate household family member's account.

**Customer Sales** — Sales to Customers.

**Household** — All individuals who are living at or doing business at the same address, and who are related by blood or marriage, or who are living together as a family unit or in a family-like setting. A household includes, but is not limited to, spouses, heads-of-household, dependent family members residing in the same residence, and roommate situations.

**Immediate Household** — Spouses, heads-of-household, and dependent family members residing in the same residence.

**Marketing Organization** — The Affiliates sponsored below a particular Affiliate make up such Affiliate's Marketing Organization.

**Official Tresmore Material** — Literature, audio or videotapes, websites, and other materials developed, printed, published and/or distributed by Tresmore to Affiliates.

**Recruit**- The actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Tresmore Affiliate or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

**Referral/Upline** — This term refers to the Affiliate or Affiliates above a particular Affiliate in a sponsorship line up to the Company. In other words, it is the line of sponsors that links any particular Affiliate to the Company.

**Social Media** — Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, LinkedIn, Delicious, Pinterest and YouTube.

**Sponsor** — An Affiliate who enrolls another Affiliate into Tresmore, and is listed as the Sponsor on the Agreement. The act of enrolling others and training them to become Affiliates is called “sponsoring.”

### **How Can You Contact Us?**

If you wish to contact us regarding your information or the Agreement, you may:

- Email us at [Info@tresmore.com](mailto:Info@tresmore.com)
- Call us at 1-800- 571-2972 between 9 a.m. and 5 p.m. Eastern Time, Monday through Friday
- Write to us at Tres International, LLC, Legal Department, 3235 Satellite Blvd, Building 400 – Suite 290, Duluth, GA 30096.