

# **MWR FINANCIAL POLICIES AND PROCEDURES**

*Effective January 1, 2020*

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**STATEMENT OF POLICIES AND PROCEDURES**  
**Effective January 1, 2020**

**SECTION 1 – INTRODUCTION**

**1.1 - Code of Ethics**

MWR Financial (hereafter “MWR Financial” or “the Company”) is a values-based company that prides itself on the quality and character of its Independent Financial Directors. The following guidelines help ensure a uniform standard of excellence throughout our organization. Every MWR Financial Independent Financial Director is expected to practice the following ethical behavior when acting in the name of the company:

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

**1.2 - Policies Incorporated Into Independent Financial Director Agreement**

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

Financial Director to provide the most current version of these Policies and Procedures prior to his or her execution of the Independent Financial Director Agreement.

### **1.3 - Changes to the Independent Financial Director Agreement, Policies and Procedures, or Compensation Plan**

Because federal, state, and local laws, as well as the business environment, periodically change, MWR Financial reserves the right to amend the Agreement and the prices of its MWR Financial Services in its sole and absolute discretion. Notification of amendments shall appear in Official MWR Financial Materials. Amendments shall be effective upon publication in Official MWR Financial Materials, including but not limited to, posting on MWR Financial's website, e-mail distribution, publication in MWR Financial's newsletter, product inserts, or any other commercially reasonable method. The continuation of an Independent Financial Director's MWR Financial business or an Independent Financial Director's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

### **1.4 - Delays**

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

### **1.5 - Policies and Provisions Severable**

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

### **1.6 - Waiver**

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of MWR Financial to exercise any right or power under the Agreement or to insist upon strict compliance by an Independent Financial Director 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 MWR Financial's right to demand exact compliance with the Agreement. Waiver by MWR Financial can be effectuated only in writing by an authorized officer of the Company.

## **SECTION 2 – BECOMING AN INDEPENDENT FINANCIAL DIRECTOR**

### **2.1 - Requirements to Become an Independent Financial Director**

To become a MWR Financial Independent Financial Director, each applicant must:

- A. Be of the age of majority in his or her state of residence;
- B. Reside in the United States or other countries, which have been officially opened by MWR Financial;
- C. Have a valid Social Security Number or Federal Tax Identification Number;

D. Submit a properly completed and signed Independent Financial Director Agreement to MWR Financial via electronically or fax.

## **2.2 - New Independent Financial Director Registration by the Internet and Facsimile**

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

## **2.3 - Independent Financial Director Benefits**

Once an Independent Financial Director Agreement has been accepted by MWR Financial, the benefits of the Compensation Plan and the Independent Financial Director Agreement are available to the new Independent Financial Director. These benefits include the right to:

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

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

In an effort to conduct best business practices, MWR Financial has developed the Income Disclosure Statement ("IDS"). The MWR Financial IDS is designed to convey truthful, timely, and comprehensive information regarding the income that MWR Financial Independent Financial Directors earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Independent Financial Directors.

A copy of the IDS must be presented to a prospective Independent Financial Director (someone who is not a party to a current MWR Financial Independent Financial Director Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of "statements of non-average earnings" include, "Our number one Independent Financial Director earned over a million dollars last year" or "Our average ranking Independent Financial Director makes five thousand per month." An example of a

“statement of earnings ranges” is “The monthly income for our higher ranking Independent Financial Directors is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claim is made, you must provide every prospective Independent Financial Director with a copy of the IDS. Copies of the IDS may be printed or downloaded without charge from the company website at [www.mwrlife.com/home/IDS](http://www.mwrlife.com/home/IDS).

## **SECTION 4 – ADVERTISING**

### **4.1 - Adherence to the MWR Financial Compensation Plan**

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

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

To promote both the services and the opportunity MWR Financial offers, Independent Financial Directors must use the sales aids and support materials produced by MWR Financial. If MWR Financial Independent Financial Directors develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding Independent Financial Directors’ good intentions, they may unintentionally violate any number of statutes or regulations affecting an MWR Financial business. These violations, although they may be relatively few in number, could jeopardize the MWR Financial opportunity for all Independent Financial Directors. Accordingly, Independent Financial Directors 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 Independent Financial Director receives specific written approval to use the material, the request shall be deemed denied. All Independent Financial Directors shall safeguard and promote the good reputation of MWR Financial and service plans provided by its preferred partners. The marketing and promotion of MWR Financial, the MWR Financial opportunity, the Compensation Plan, and MWR Financial services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

### **4.3 - Intellectual Property**

MWR Financial will not allow the use of its trade names, trademarks, designs, or symbols outside of corporate produced and approved sales aids by any person, including MWR Financial Independent Financial Directors, without prior written authorization from MWR Financial. Furthermore, no Independent Financial Director may

use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another Independent Financial Director without prior written consent from the named Independent Financial Director. This consent must be on file with MWR Financial' Compliance department prior to any use.

#### **4.4 - Web Policy**

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

##### **A. General**

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

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

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

Examples of the improper use include but are not limited to: mwrlife@msn.com; www.mwrlifedirect.com; www.mwrlifedirect.com; www.mwrlifejoin.com; www.myspace.com/mwrlife; www.mwrlifepresident.com, or derivatives as described herein.

Examples of permitted URLs, email addresses, and online aliases might appear as follows: myspace.com/iloveMWRlife; johnsmith.com/mwrlife, etc.

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

##### **C. Approved Independent Financial Director Websites**

The term *Independent Financial Director Website* refers to the Independent Financial Director website offered by MWR Financial or an approved vendor to Independent Financial Directors. The term *Social Media website* refers to any site that is not specifically prohibited within the terms and conditions of this Agreement, such as Facebook.com, MySpace.com, Twitter.com, YouTube.com, personal blogs or other personal websites.

#### D. Online Classifieds

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

#### E. Online Retailing

Approved Independent Financial Director websites are intended to provide the Independent Financial Directors with the tools and means for generating leads, prospecting business, communicating with others, selling products and services, and otherwise advancing your MWR Financial business. You may not sell MWR Financial services on any other online retail store or e-commerce site, nor may you enlist or knowingly allow a third party (customer) to sell MWR Financial products on any online retail store or ecommerce site.

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

#### F. Banner Advertising

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

#### G. Spam Linking

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

#### H. Social Networking Sites

Network Marketing companies are built on a foundation of building relationships through person to person contact. Social networking websites, such as Facebook, Google +, Twitter and LinkedIn, are natural extensions of this foundation. Social networking websites can provide useful tools for a Financial Director to build and maintain contacts.



You may advertise your MWR Financial business on your social networking website if the advertisement is limited to the social networking sharable content provided by MWR Financial, posting a video link, flyer, or other approved marketing tool found by clicking on the Marketing tab in the Financial Director Back Office, or by posting material approved by the Compliance Department. While you are encouraged to advertise MWR Financial on your social networking website, you may not use MWR Financial or a confusingly similar name as your account name, group name, page name, discussion name, or other social networking presence, and may not use the MWR Financial logo, the MWR Financial 'Shield', or a MWR Financial service picture as your profile picture.

If you use a social networking website to market MWR Financial, you must identify yourself as a MWR Financial Independent Financial Director and not represent yourself as an official representative or employee of MWR Financial. If you participate in any network marketing company other than MWR Financial, you may not advertise both MWR Financial and the other network marketing opportunity on the same social networking profile. MWR Financial considers advertising other network marketing opportunities to your network of MWR Financial contacts contained in a list of social networking contacts to constitute improper solicitation and cross-sponsoring. MWR Financial maintains its own social networking profiles that permit our Financial Directors to join pages created by MWR Financial Corporate to effectively communicate with the MWR Financial Community. You may not, however, create your own groups and pages using the MWR Financial name, trademarks, logos or brands.

If you compliance has not been met above, you agree that you will immediately take down a non-compliant site at the request of «Company\_name». Appeals regarding compliance may be submitted after the site has been taken down. Appeals should be directed to the email address [compliance@mwrlife.com](mailto:compliance@mwrlife.com).

## I. YouTube and Other Video Hosting Websites

MWR Financial maintains an Official MWR Financial Account on YouTube to help our Financial Directors disseminate the official videos we produce. These videos may also be found by clicking on Opportunity or Services of your MWR Financial provided website or obtained in your back office business center for downloading individually on your computer (when you do not have Internet Access). We encourage you to link to or embed the YouTube videos on your own Independent Website or social networking pages. You may only use the Corporate Approved YouTube videos in their original form and may not alter them in any way. Financial Directors may upload Corporate Approved videos produced by MWR Financial on social platforms or Independent Websites provided that your website has been pre-approved by the Compliance Dept. Directing a prospective lead to a website with one of our videos can be an effective tool for you to begin a discussion about the MWR Financial services and the MWR Financial business opportunity. You may not create your own accounts on YouTube and other video hosting websites to post MWR Financial Corporate Approved videos. MWR Financial has ensured that videos are available in many locations, which allows MWR Financial to keep the most recent and effective videos available for all of our Financial Directors. If you create your own MWR Financial video, including a video testimonial, you must receive written approval from the Compliance Department prior to distributing the video.

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

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

## K. External Websites

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

- a.) Identify yourself as an Independent Financial Director for MWR Financial.
- b.) Use only the approved images and wording authorized by MWR Financial.
- c.) Adhere to the branding, trademark, and image usage policies described in this document.
- d.) Agree to modify your website to comply with current or future MWR Financial policies.

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

## L. MWR Financial Independent Financial Director Image Mandate

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

- a.) An MWR Financial Independent Financial Director Logo from the approved templates.
- b.) Your Name and Title (example: Joan Arc, Independent Financial Director, MWR Financial).
- c.) A link to your Independent Financial Director Replicated website.

Although MWR Financial brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an Independent Financial Director site, and not an MWR Financial Corporate page.

## 4.6 - Advertised Price

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

## 4.7 - Generic Business Advertisements

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

- A. No advertisement may imply that a job, position, salary, or any type of employment is allowed.

B. No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The MWR Financial opportunity is not a job, and may not be presented as such. Terms such as “manager trainee,” “management positions available,” “travel provided,” “call for interview,” “positions available,” “now hiring,” and other misleading statements are not allowed.

C. No specific income can be promised or implied, and any references to compensation must use the word “commissions” to indicate the independent contractor status of Independent Financial Directors.

D. Advertisements may not contain references to MWR Financial or its services and may not use any of MWR Financial’s trademarks or trade-names.

Any requests for variances from the above rules must be submitted to MWR Financial and approved in writing prior to publication. Please direct any inquiries to [compliance@mwrlife.com](mailto:compliance@mwrlife.com), or by fax to the attention of the Compliance department at (888) 536-9825.

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

Independent Financial Directors must not initiate any interaction with the media or attempt to respond to media inquiries regarding MWR Financial, its services, or their independent MWR Financial business. All inquiries by any type of media must be immediately referred to MWR Financial’s Compliance department. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

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

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

A. There must be a functioning return email address to the sender.

B. There must be a notice in the email that advises the recipient that they may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).

C. The email must include the Independent Financial Director’s physical mailing address.

D. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.

E. The use of deceptive subject lines and/or false header information is prohibited.

F. All opt-out requests, whether received by email or regular mail, must be honoured. If an Independent Financial Director receives an opt-out request from a recipient of an email, the Independent Financial Director must forward the opt-out request to the Company. MWR Financial may periodically send commercial emails on behalf of Independent Financial Directors. By entering into the Independent Financial Director Agreement, Independent Financial Director agrees that the Company may send such emails and that the Independent Financial Director’s physical and email addresses will be included in such emails as outlined above. Independent Financial Directors shall honor opt-out requests generated as a result of such emails sent by the Company. Except as provided in this section, Independent Financial Directors may not use or transmit

unsolicited faxes or use an automatic telephone dialling system relative to the operation of their MWR Financial businesses.

## **SECTION 5 – OPERATING AN MWR FINANCIAL BUSINESS**

### **5.1 - Business Entities**

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

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

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

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

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

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

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

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

#### **5.2.1 - Indemnification**

An Independent Financial Director is fully responsible for all of his or her verbal and/or written statements made regarding MWR Financial services and the Compensation Plan, which are not expressly contained in

Official MWR Financial Materials. Independent Financial Directors agree to indemnify MWR Financial and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by MWR Financial as a result of the Independent Financial Director's unauthorized representations or actions. This provision shall survive the cancellation of the Independent Financial Director Agreement.

### **5.2.2 - Endorsements of MWR Financial Services**

No claims as to any services offered by MWR Financial may be made except those contained in Official MWR Financial Materials.

## **5.3 - Conflicts**

### **5.3.1 - Non-Solicitations**

MWR Financial Independent Financial Directors are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, during the term of this Agreement, Independent Financial Directors may not directly or indirectly recruit other MWR Financial Independent Financial Directors or Customers for any other Network Marketing business. Following the cancellation of an Independent Financial Director Agreement, and for a period of one (1) calendar year thereafter, a former Independent Financial Director may not recruit any MWR Financial Independent Financial Director or Customer to another Network Marketing business.

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

During this agreement and for 6 months thereafter, Independent Financial Directors must not sell, or attempt to sell, any competing non-MWR Financial programs. Any program, product, service, or direct selling opportunity in the same generic categories as the MWR Financial services are deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

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

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

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

All Independent Financial Directors are required to abide by the Company's Privacy Policy with regard to Independent Financial Director and customer information.

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

The Data Management Rule is intended to protect the Line of Sponsorship (LOS) for the benefit of all Independent Financial Directors, as well as MWR Financial. LOS information is information compiled by MWR Financial that discloses or relates to all or part of the specific arrangement of sponsorship within the MWR Financial business, including, without limitation, Independent Financial Director lists, sponsorship trees,

and all Independent Financial Director information generated there from, in its present and future forms. The MWR Financial LOS constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. MWR Financial is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by MWR Financial and its Independent Financial Directors. Through this Rule, Independent Financial Directors are granted a personal, non-exclusive, non-transferable and revocable right by MWR Financial to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies and Procedures. The Company reserves the right to deny or revoke this right, upon reasonable notice to the Independent Financial Director stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of MWR Financial, such is necessary to protect the confidentiality or value of Proprietary Information. All Independent Financial Directors shall maintain Proprietary Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof.

#### **5.4 - Cross Sponsoring**

Actual or attempted cross-group sponsoring is strictly prohibited. "Cross-group sponsoring" is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or Independent Financial Director Agreement on file with MWR Financial, or who has had such an agreement within the preceding six (6) calendar months. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of an MWR Financial business in accordance with the "Sale, Transfer or Assignment of MWR Financial Business" section of these Policies and Procedures.

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

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

#### **5.6 - Identification**

All Independent Financial Directors are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to MWR Financial either on the Independent Financial Director Agreement or at the company's request. Upon enrollment, the Company will provide a unique Independent Financial Director Identification Number to the Independent Financial Director by which they will be identified. This number will be used to place orders and track commissions and bonuses.

#### **5.7 - Income Taxes**

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

withheld and submitted to the IRS.

### **5.8 - Independent Contractor Status**

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

Independent Financial Directors may not answer the telephone by saying "MWR Financial," "MWR Financial Incorporated," or by any other manner that would lead the caller to believe that they have reached MWR Financial's corporate offices. An Independent Financial Director may only represent that he/she is an MWR Financial Independent Financial Director. Therefore, all correspondence and business cards relating to or in connection with an Independent Financial Director's MWR Financial business shall contain the Independent Financial Director's name followed by the term "Independent Financial Director".

### **5.9 - Bonus Buying**

Subscribing for services solely for the purpose of collecting bonuses or achieving rank is prohibited. All services purchased by Independent Financial Directors must be specifically for personal use.

### **5.10 - Stacking**

Stacking is the unauthorized manipulation of the MWR Financial compensation system and/or the marketing plan in order to trigger commissions or cause a promotion of a downline Independent Financial Director in an unearned manner. One example of stacking occurs when a sponsor places participants under an inactive downline participant (who may not know or have any relationship with the clients) in order to trigger unearned qualification for commissioning. Another example of stacking is the manipulative placement of Independent Financial Directors within a downline organization in order to trigger a promotion. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the Independent Financial Director positions of all individuals found to be directly involved.

### **5.11 - One MWR Financial Business per Independent Financial Director**

An Independent Financial Director may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one MWR Financial business. No individual may have, operate or receive compensation from more than one MWR Financial business. Individuals of the same family unit may each enter into or have an interest in their own separate MWR Financial business.

### **5.12 - Succession**

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

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

### **5.13 - Sale, Transfer, or Assignment of an MWR Financial Business**

Although an MWR Financial business is a privately owned, independently operated business, the sale, transfer or assignment of an MWR Financial business is subject to certain limitations. If an Independent Financial Director wishes to sell their MWR Financial business, the following criteria must be met:

- A. The new owner must be an existing Financial Director, otherwise they will be required to enroll as one;
- B. Protection of the existing line of sponsorship must always be maintained so that the MWR Financial business continues to be operated in that line of sponsorship;
- C. There is a \$495 administrative transfer fee;
- D. Before the sale, transfer, or assignment can be finalized and approved by MWR Financial, any debt obligations the selling Independent Financial Director has with MWR Financial must be satisfied; and
- E. The selling Independent Financial Director must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign an MWR Financial business.

Prior to selling an MWR Financial business, the selling Independent Financial Director must notify MWR Financial’s Compliance department of their intent to sell the MWR Financial business. No changes in line of sponsorship can result from the sale or transfer of an MWR Financial business. An Independent Financial Director may not sell, transfer, or assign portions of their business—the position must be sold in its entirety.

### **5.14 - Separation of an MWR Financial Business**

MWR Financial Independent Financial Directors sometimes operate their MWR Financial businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as “entities”) may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Independent Financial Directors and the Company in a timely fashion, MWR Financial will involuntarily terminate the Independent Financial Director Agreement.

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



A. One of the parties may, with consent of the other(s), operate the MWR Financial business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize MWR Financial to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.

B. The parties may continue to operate the MWR Financial business jointly on a “business-as-usual” basis, whereupon all compensation paid by MWR Financial will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. The Company will never remove a party to a position from an Independent Financial Director account without that party’s written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will MWR Financial split commission and bonus checks between divorcing spouses or members of dissolving entities. MWR Financial will recognize only one downline organization and will issue only one commission check per MWR Financial business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Independent Financial Director Agreement shall be involuntarily cancelled.

### **5.15 - Sponsoring**

All Qualified Independent Financial Directors in good standing have the right to sponsor and enroll others into MWR Financial. Each prospective customer or Independent Financial Director has the ultimate right to choose his or her own Sponsor. If two Independent Financial Directors claim to be the Sponsor of the same new Independent Financial Director or customer, the Company shall regard the first application received by the Company as controlling.

### **5.16 - Customers That Become Independent Financial Directors**

Existing customers that choose to become Independent Financial Directors may have the option to become their own customer for qualification and commission purposes.

## **SECTION 6 - RESPONSIBILITIES OF INDEPENDENT FINANCIAL DIRECTORS**

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

To ensure timely communications, delivery of support materials and commission checks, it is critically important that the MWR Financial’s files are current. Independent Financial Directors planning to move or change their email address must submit an amended Independent Financial Director Agreement complete with the new information.

### **6.2 - Sponsoring Independent Financial Director Responsibilities**

#### **6.2.1 - Initial Training**

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

## **6.2.2 - Ongoing Training Responsibilities**

Independent Financial Directors must monitor the Independent Financial Directors in their downline organizations to ensure that downline Independent Financial Directors do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Independent Financial Director should be able to provide documented evidence to MWR Financial of their ongoing fulfillment of the responsibilities of a Sponsor.

## **6.3 - Non-Disparagement**

Independent Financial Directors must not disparage, demean, or make negative remarks about MWR Financial, other MWR Financial Independent Financial Directors, MWR Financial's services, the Compensation plan, or MWR Financial's owners, board members, directors, officers, or employees.

## **6.4 - Reporting Policy Violations**

Independent Financial Directors observing a Policy violation by another Independent Financial Director should submit a written report of the violation directly to the attention of the MWR Financial Compliance department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

## **SECTION 7 –BILLING**

### **7.1 – Automatic Billing**

Memberships are automatically renewed each month using the payment method on file. If an Independent Financial Director has a pending Daily Pay or Monthly Pay commission balance, next month fees will be deducted from the pending balance.

## **SECTION 8 – BONUSES AND COMMISSIONS**

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

In order to qualify to receive commissions as outlined in the MWR Financial Compensation Plan, an Independent Financial Director must be Qualified and in good standing and comply with the terms of the Independent Financial Director Agreement and these Policies and Procedures. From time to time, MWR Financial will run contests and promotions outside of the Compensation Plan. In order to qualify to receive additional contest or promotion related compensation, the Independent Financial Director must be Qualified during the term of the contest or promotion and any Independent Financial Director or Customer requirements necessary to qualify for the additional compensation must be Qualified and/or Active during the duration of any such contest or promotion.

Commission payments will be charged back in the event that a commission triggering event is cancelled within thirty (30) days of the trigger date, such as the cancellation of a customer. If an Independent Financial Director is Unqualified and is a Financial Edge member, positive Daily Pay and/or eWallet commission balances will be debited for the purchase of up to two (2) months of membership. Commission payments will be nulled if not transferred out of the eWallet within ninety (90) days of payment and/or within three (3) days of payment if an Independent Lifestyle Financial Agreement is cancelled. An Independent Financial Director is not required to become a customer but may do so if desired for the purposes of this section.

## **8.2 - Bonus Buying Prohibited**

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Financial Director Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Independent Financial Director or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Independent Financial Directors or Customers (“phantoms”); (d) purchasing MWR Financial services on behalf of another Independent Financial Director or Customer, or under another Independent Financial Director’s or Customer’s ID number, to qualify for commissions or bonuses; (e) enrolling an Independent Financial Director or Customer using your own credit card for the purpose of qualifying for bonuses; (f) enrolling non-arm’s length Customers for the purpose of qualifying for bonuses and/or (g) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

## **8.3 - Reports**

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

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

## **8.4 - Administration Fees**

Administration fees of \$1.95 will be deducted from commissions. Returned payments will result in a \$5 return fee to the Independent Financial Director.

## **8.5 - Commission Payment Delay**

MWR Financial is not responsible for loss of commissions or delay in payment due to any of the following: (i) the Agreement is not on file with MWR Financial or is incomplete, incorrectly filled out or not executed; (ii) improper notification of change of address has occurred; (iii) outdated forms are submitted to MWR Financial; or (iv) there are issues in processing customer information.

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

### **9.1 - Disciplinary Sanctions**

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by an Independent Financial Director 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 Independent Financial Director’s MWR Financial business), may result, at MWR Financial’s discretion, in one or more of the following corrective measures:

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

## **9.2 - Mediation**

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorneys fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Fort Lauderdale, Florida, and shall last no more than two (2) business days.

## **9.3 - Arbitration**

**If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** Independent Financial Directors waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Fort Lauderdale, Florida. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

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

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

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

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

**SECTION 10 – EFFECT OF CANCELLATION**

**10.1 - Effect of Cancellation and Termination**

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

An MWR Financial participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, or via email to MWR Financial. The written notice must include the Independent Financial Director's signature, printed name, address, and Independent Financial Director ID.

**10.2 - Non-Renewal**

An Independent Financial Director may also voluntarily cancel their Independent Financial Director Agreement by failing to pay the Biz Center fee. Independent Financial Directors have a 60 day grace period to get back into compliance and maintain their Independent Financial Director Agreement for failure to pay the Biz Center fee.

## **SECTION 11 – DEFINITIONS**

**AGREEMENT:** The contract between the Company and each Independent Financial Director; includes the Independent Financial Director Agreement, the MWR Financial Policies and Procedures, and the MWR Financial Compensation Plan, all in their current form and as amended by MWR Financial in its sole discretion. These documents are collectively referred to as the “Agreement.”

**CANCEL:** The termination of an Independent Financial Director’s business. Cancellation may be either voluntary, involuntary, or through non-renewal after sixty (60) days of Inactive status.

**COMPENSATION PLAN:** The guidelines and referenced literature for describing how Independent Financial Directors can generate commissions and bonuses.

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

**INDEPENDENT FINANCIAL DIRECTOR:** An individual who purchases service plans, generates sales and business building commissions.

**LINE OF SPONSORSHIP:** A report generated by MWR Financial that provides critical data relating to the identities of Independent Financial Directors, sales information, and enrollment activity of each Independent Financial Director’s organization. This report contains confidential and trade secret information which is proprietary to MWR Financial.

**ORGANIZATION:** The Customers and Independent Financial Directors placed below a particular Independent Financial Director.

**OFFICIAL MWR FINANCIAL MATERIAL:** Literature, audio or video tapes, and other materials developed, printed, published, and distributed by MWR Financial to Independent Financial Directors.

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

**RECRUIT:** For purposes of MWR Financial’s Conflict of Interest Policy, the term “Recruit” means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another MWR Financial Independent Financial Director or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

**SPONSOR:** An Independent Financial Director who enrolls a Customer or another Independent Financial Director into the Company, and is listed as the Sponsor on the Independent Financial Director Agreement. The act of enrolling others and training them to become Independent Financial Directors is called “sponsoring.”

**UPLINE:** This term refers to the Independent Financial Director or Independent Financial Directors above a particular Independent Financial Director in a sponsorship line up to the Company. It is the line of sponsors that links any particular Independent Financial Director to the Company.

