



POLICIES AND PROCEDURES

SECTION 1 – CODE OF ETHICS

AmplifeiIntl, LLC (hereafter referred to as "Amplifei™" or the "Company") has made a commitment to provide the finest social selling experience backed by impeccable service to its VIPs and Customers through a purpose driven model. In turn, the Company expects Amplifei™ VIPs to reflect that image in their relationships with Customers and fellow VIPs.

As an Amplifei™ VIP you are expected to operate your business according to the highest standards of integrity and fair practice in your role as an Amplifei™ VIP. Failure to comply with our Code of Ethics can result in your termination as an Amplifei™ VIP.

The Code of Ethics, therefore, states:

As an Independent Amplifei VIP:

- I will conduct my business in an honest, professional, moral, ethical and legal manner at all times.
- I will make no representations about the income benefits of being a VIP with Amplifei™ or the benefits of the Amplifei™ products other than those contained in officially approved Company literature.
- I will provide support and encouragement to my Customers and other VIPs to ensure that their experience with Amplifei™ is a successful one.
- I will motivate and actively work with VIPs in my downline organization to help them build their Amplifei™ business. I understand that that this support is critical to each VIP's success with Amplifei™.
- I will refrain from making income claims, exaggerating my personal income or the income potential in general and will stress to VIP candidates the level of effort and commitment required to succeed in the business.
- I will not abuse the goodwill of my association with Amplifei™ to further or promote other business interests (particularly those which may be competitive to Amplifei™) without the prior written consent of Amplifei™.
- I will not make disparaging remarks about other products, services, VIPs, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow Amplifei™ VIPs. I understand Amplifei™ has a zero-tolerance policy for disparagement, racism and bullying.

- I will abide by all of the Policies and Procedures of Amplifei™ as included herein, or as may be amended from time to time.
- I will not make any payment(s) or promise to pay any prospective or existing VIP in return for such VIP's enrollment, continued enrollment, or team building or recruiting activities with Amplifei™.

SECTION 2 – INTRODUCTION

2.1 – Policies and Compensation & Rewards Plan Incorporated into the VIP Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Amplifei™, are incorporated into, and form an integral part of the Amplifei™ VIP Agreement. Throughout these Policies and Procedures, when the term "Agreement" is used, it collectively refers to the Amplifei™ VIP Application and Agreement Form, these Policies and Procedures and the Amplifei™ Compensation and Rewards Plan. These documents are incorporated by reference into the Amplifei™ VIP Agreement (all in their current form and as may be amended by Amplifei™).

2.2 – Purpose of Policies

Amplifei™ is a social selling company that markets products through Independent VIPs. Independent VIPs have the ability to receive commissions and bonuses by selling Amplifei™ products and services (see Amplifei™ Compensation and Rewards Plan). It is important to understand that your success and the success of your fellow VIPs depends on the integrity of those who market our services. To clearly define the relationship that exists between VIPs and Amplifei™, and to explicitly set a standard for acceptable business conduct, Amplifei™ has established the Agreement. Amplifei™ VIPs are required to comply with all of the provisions set forth in the Agreement, which Amplifei™ may amend at its sole discretion from time to time, as well as with all federal, state and local laws governing their Amplifei™ business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this document carefully. It explains and governs the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the Amplifei™ corporate office.

2.3 – Changes to the Agreement

Because laws and the business environment periodically change, Amplifei™ reserves the right to amend the Agreement, the products offered, the compensation and rewards plan, and the prices at the Company's sole and absolute discretion. By signing the VIP Agreement, a VIP agrees to abide by all amendments or modifications that Amplifei™ elects to make. Amendments shall be effective immediately after publication. The Company shall provide or make available to all

VIPs a complete copy of the amended provisions by one or more of the following methods: (a) posting on the Company's official website; (b) electronic mail (email); (c) inclusion in Company periodicals; (d) inclusion with commissions or bonus checks; or (e) special mailings.

2.4 – Delays

Amplifei™ 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, pandemics, fire, death, curtailment of a party's source of supply, government decrees or orders, and acts of God.

2.5 – 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.

2.6 – 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 Amplifei™ to exercise any right or power under the Agreement or to insist upon strict compliance by a VIP 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 Amplifei™'s right to demand exact compliance with the Agreement. Waiver by Amplifei™ can be affected only in writing by an authorized officer of the Company. Amplifei™'s waiver of any particular breach by a VIP shall not affect or impair Amplifei™'s rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other VIP. Nor shall any delay or omission by Amplifei™ to exercise any right arising from a breach affect or impair Amplifei™'s rights as to that or any subsequent breach. The existence of any claim or cause of action of a VIP against Amplifei™ shall not constitute a defense to Amplifei™'s enforcement of any term or provision of the Agreement.

SECTION 3 – BECOMING A VIP

3.1 – Requirements to Become a VIP

To become an Amplifei™ VIP, each applicant must:

- 3.1.1 – Be at least 18 years of age;
- 3.1.2 – Reside in the 50 United States or other jurisdictions officially opened by the Company;
- 3.1.3 – Have a valid Social Security or Tax ID number;
- 3.1.4 – Submit an accepted Amplifei™ VIP Application and Agreement; and
- 3.1.5 – Pay the annual renewal fee.

The Company reserves the right to reject any applications for a new VIP or applications for renewal. No product purchase is required to become a new VIP.

3.2 – VIP Benefits

Once the VIP Application and Agreement have been accepted by Amplifei™, the following benefits are available to the new VIP:

- Market and sell Amplifei™ products and services
- Participate in the Amplifei™ Compensation and Rewards Plan (receive bonuses and commissions, if eligible)
- Enroll other individuals as VIPs into the Amplifei™ business and thereby, build a marketing organization and progress through the Amplifei™ Compensation and Rewards Plan
- Receive periodic Amplifei™ literature and other Amplifei™ communications
- Participate in Amplifei™ sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional incentives and programs sponsored by Amplifei™ for its VIPs

SECTION 4 – OPERATING AN AMPLIFEI™ BUSINESS

4.1 – Adherence to the Amplifei™ Compensation and Rewards Plan

VIPs must adhere to the terms of the Amplifei™ Compensation and Rewards Plan as set forth in official Amplifei™ literature.

VIPs shall not offer the Amplifei™ opportunity through, or in combination with, any other system, program or method of marketing other than that specifically set forth in official Amplifei™ literature. VIPs shall not require or encourage other current or prospective Customers or VIPs to participate in Amplifei™ in any manner that varies from the program as set forth in official Amplifei™ literature. VIPs shall not require or encourage other current or prospective Customers or VIPs to execute any agreement or contract other than official Amplifei™ agreements and contracts in order to become an Amplifei™ VIP. Similarly, VIPs shall not require or encourage other current or prospective Customers or VIPs to make any purchase from, or payment to, any individual or other entity to participate in the Amplifei™ Compensation and Rewards Plan other than those purchases or payments identified as recommended or required in official Amplifei™ literature.

4.2 – Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes:

- (a) the enrollment of individuals without their knowledge and agreement and/or without execution of a VIP Application;
- (b) the fraudulent enrollment of an individual as a VIP
- (c) the enrollment or attempted enrollment of non-existent individuals as VIPs
- (d) the use of a credit card by or on behalf of a VIP or customer when the VIP or customer is not the account holder of such credit card
- (e) purchasing Amplifei™ products on behalf of another VIP, or under another VIP's ID number, to qualify for commissions or bonuses

4.3 – Business Entities

A Partnership, LLC or Corporation may hold a VIP business upon completion of the VIP Application form, and providing on that form in the appropriate space, a Federal tax ID number. However, an individual may not participate in or have any beneficial interest in more than one (1) VIP business of any kind. The person signing the application on behalf of a business entity must have the authority of said entity for entering into the transaction. In addition, by signing for as a business entity, you certify that no person with an interest of debt or equity in the business has had an interest in a VIP business with Amplifei™ within six (6) months of the date of signature.

4.4 – Changes to a Amplifei™ Business

4.4.1 – General

Each VIP must immediately notify Amplifei™ of all changes to the information contained in his or her VIP Application and Agreement. VIPs may modify their existing VIP Agreement Form by submitting a written request and appropriate supporting documentation.

4.4.2 – Change of Enroller

To protect the integrity of all marketing organizations and safeguard the hard work of all VIPs, Amplifei™ does not allow changes in enroller for active VIPs. Maintaining the integrity of the enrollership is critical for the success of every VIP and marketing organization. Accordingly, the transfer of an Amplifei™ business from one enroller to another is not permitted.

Exception – A request for a change in enroller, due to Amplifei™ error, will be accepted within 3 days of the submission of the new VIP application.

4.4.3 – Cancellation and Re-application

A VIP may legitimately change organizations by:

- a) Voluntarily cancelling his or her Amplifei™ Agreement and remaining inactive (i.e., no purchases of Amplifei™ products; no sales of Amplifei™ products; no enrolling; no attendance at any Amplifei™ functions, no participation in any other form of VIP activity, and no operation of any other Amplifei™ business) for 6 full calendar months.

Following the 6 calendar month period of inactivity, the former VIP may reapply under a new enroller. However the former VIP will permanently lose any and all right to their former VIP Downline organization. "Downline" shall mean the organization of Independent VIPs that enroll and are placed under any Independent VIP.

4.5 – Unauthorized Claims and Actions

4.5.1 – Indemnification

An Amplifei™ VIP is fully responsible for all of his or her verbal and written statements made regarding Amplifei™ products, services, and the Compensation and Rewards Plan that are not expressly contained in official Amplifei™ materials. VIPs agree to indemnify Amplifei™ and Amplifei™'s directors, officers, employees and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Amplifei™ as a result of the VIP's unauthorized representations or actions. This provision shall survive the termination of the VIP Agreement.

4.5.2 – Income Claims and Marketing

In their enthusiasm to enroll prospective VIPs, some VIPs are occasionally tempted to make health claims or income claims or earnings representations to demonstrate the inherent power of social selling. This is counterproductive because new VIPs may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved.

Moreover, the Federal Trade Commission and the States have laws or regulations that regulate or even prohibit certain types of income and health claims and testimonials made by persons engaged in social selling. While VIPs may believe it is beneficial to provide copies of checks, or to disclose their earnings or others, such approaches have legal consequences that can negatively impact Amplifei™ as well as the VIP making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because VIPs do not have the data necessary to comply with the legal requirements for making income claims, a VIP may NOT make income projections, income claims or disclose his or her Amplifei™ income (including, but not limited to, the showing of checks, copies of checks, bank statements or tax records). Please refer to the “Amplifei™ FTC Guidelines for Influencers on Social Media” support literature in your back office for additional information and support.

When promoting the products and the tremendous opportunity Amplifei™ offers, VIPs must use only the sales tools and support materials produced by Amplifei™. The Company has carefully designed its products, product labels, Compensation and Rewards Plan and promotional materials to ensure that they are promoted in a fair, truthful manner; that they are substantiated and the material complies with the legal requirements of federal and state laws. Accordingly, VIPs must not produce their own literature, advertisements, sales tools, promotional materials, Internet Web pages, blogs, and/or social media pages.

4.5.3 – Claims of Illegal Use

When promoting Amplifei™ products, VIPs shall not make any verbal or written statement regarding the use or potential use of Amplifei™ products for any illegal purpose. This includes, but is not limited to, statements regarding knowledge of the illegal use of Amplifei™ products by the VIP or any third party, the compatibility of Amplifei™ products with any other product known to be used for illegal purposes, or the potential compatibility of Amplifei™ products with any other product known or unknown that would facilitate any practice prohibited by law. VIPs agree to indemnify Amplifei™ and Amplifei™'s directors, officers, employees and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Amplifei™ as a result of any such statements made by the VIP.

4.5.4 -- Product Claims

No claims may be made (including those made in personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Amplifei™. A VIP may not make any prescriptive, disease, medicinal, or therapeutic claims for any Amplifei™ product or specifically prescribe Amplifei™ product(s) as suitable for the treatment of any ailment. No representation or sales offers may be made relating to Amplifei™ product(s) that is not accurate or truthful as to grade, quality, performance, and availability. Appropriate product information is contained in authorized Amplifei™ literature and is subject to periodic review and revision by Amplifei™. It is the VIP's responsibility to obtain and use only current literature and materials. All product representations made by a VIP must be the same as those found in current Amplifei™ literature. VIPs are prohibited from diagnosing any medical condition or prescribing or suggesting any Amplifei™ product as a form of treatment for any disease or condition. Additionally, testimonials in literature and websites must not contain any reference to cures, healings, miraculous recoveries and/or the suggestion to cease taking any physician prescribed medications; and must state that the material does not represent that all people will have the same experience. All product claims must be accompanied by a disclaimer acceptable to Amplifei™, stating the comments displayed were for information purposes only, and have not been evaluated by the Food and Drug Administration and therefore are not intended to diagnose, treat, cure or prevent any disease. Amplifei™ products are designed to be an important overall part of an individual's daily healthy lifestyle. Amplifei™ believes in embracing health, not fighting disease. If an interested person, Customer or VIP is suffering from a medical condition, it is recommended that they speak with a medical professional prior to making any nutritional or dietary changes in their lives. Not only do such claims violate Amplifei™ policies, but they potentially violate Federal and local laws and regulations, including the Federal Food, Drug and Cosmetic Act and Federal Trade Commission Act. Please refer to the "Amplifei™ FTC Guidelines for Influencers on Social Media" support literature in your back office for additional information and support.

4.6 – Conduct at Amplifei™ Corporate Events

4.6.1 – No Selling or Recruiting at Amplifei™ Events

Selling and recruiting at official Amplifei™ corporate events is not permitted. These activities take away from the primary focus of the event and can negatively reflect on the professional image of Amplifei™ as a company. You may, however, offer a business card.

4.6.2 – No Selling or Recruiting for Other Companies at Amplifei™ Events

Amplifei™ VIPs shall not sell any products or recruit for any business during Amplifei™ events, unless such other company is doing business with Amplifei™.

This restriction most specifically applies to sales and recruitment efforts for any other social-selling, direct sales or marketing program, regardless of the product category, including those that do not compete with Amplifei™'s product line, unless such other company is doing business with Amplifei™.

4.7 – Conflicts of Interest

4.7.1 – Competition Policy

Amplifei™ VIPs are free to participate in other social-selling, multilevel or network marketing business ventures or marketing opportunities (collectively "social selling"). VIPs may not display Amplifei™ products with any other products or services in a fashion that might in any way confuse or mislead a prospective Customer or VIP into believing there is a relationship between the Amplifei™ and non-Amplifei™ products or services.

4.7.2 – Non-solicitation

During the term of this Agreement, VIPs may not recruit other Amplifei™ VIPs or Customers away to other social selling businesses with competing products. Following the cancellation of this Agreement for any reason, and for a period of 6 months thereafter, a former VIP may not recruit any Amplifei™ VIP or Customer for another social selling business with competing products. The VIPs and Company recognize that because social selling is conducted through networks of independent contractors dispersed across the entire United States, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, the VIPs and Company agree that this non-solicitation provision shall apply to all markets in which Amplifei™ conducts business, unless such company is doing business with Amplifei™. The term "recruit" means actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly or through a third party, another Amplifei™ VIP or Customer to enroll or participate in another social selling, multilevel marketing, network marketing or direct sales opportunity in lieu of purchasing products and services from Amplifei™.

4.7.3– Downline Activity (Genealogy) Reports

Downline Activity Reports made available for VIP access and viewing through Amplifei™'s official website are considered confidential. VIP access to their Downline Activity Reports is

password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Amplifei™. Downline Activity Reports are provided to VIPs in the strictest of confidence and are made available to VIPs for the sole purpose of assisting VIPs in working with their respective Downline Organizations in the development of their Amplifei™ business. VIPs should use their Downline Activity Reports to assist, motivate and train their Downline VIPs. The VIP and Amplifei™ agree that, but for this agreement of confidentiality and nondisclosure, Amplifei™ would not provide Downline Activity Reports to the VIP. A VIP 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 information contained in any Downline Activity Report to any third party
- Directly or indirectly disclose the password or other access code to his or her Downline Activity Report
- Use the information to compete with Amplifei™ or for any purpose other than promoting his or her Amplifei™ business
- Recruit or solicit any VIP or Customer of Amplifei™ listed on any report or in any manner attempt to influence or induce any VIP or customer of Amplifei™ to alter their business relationship with Amplifei™
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report.
- Upon demand by the Company, any current or former VIP will return the original and all copies of Downline Activity Reports to the Company.

4.8 – Cross–Enrolling

Actual or attempted cross–enrolling is strictly prohibited. "Cross–enrolling" is defined as the enrollment of an individual or entity that is already a current Customer or VIP of Amplifei™, or who has had such an agreement within the preceding 6 calendar months, within a different line of enrollership. The use of a spouse or relative's name, a straw man, trade names, assumed names or fictitious ID numbers to circumvent this policy is prohibited. VIPs shall not demean, discredit or defame other Amplifei™ VIPs in an attempt to entice another VIP to become part of the first VIP's marketing organization. If a prohibited organization transfer occurs, Amplifei™ shall take disciplinary action against the VIP(s) who engaged, acquiesced, and/or knowingly participated in the improper cross–enrolling. However, it shall be entirely within Amplifei™'s discretion where in the genealogical structure, the cross–enrolled organization in question shall be placed or otherwise distributed.

Because equities often exist in favor of both Upline organizations, VIPS WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY FOR ITS DECISION REGARDING THE FINAL DISPOSITION OR PLACEMENT OF THE CROSS-ENROLLED

ORGANIZATION. "Upline" shall mean the organization of Independent VIPs enrolled and placed above any Independent VIP.

4.9 – Errors or Questions

If a VIP has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the VIP must notify the Amplifei™ VIP Support Department at support@amplifei.com in writing, within 15 days of the date of the purported error or incident in question. Amplifei™ will not be responsible for any errors, omissions or problems not reported to the Company within 15 days.

4.10 – Sales Aids Optional

VIPs are not required to purchase or carry sales aids. VIPs who do so must make his or her own decision with regard to these matters. Absolutely no use of the Amplifei™ name may be used on marketing materials, including any social media such as Facebook, Twitter or Instagram. To ensure that VIPs are not encumbered with Company Sales Aids, such Sales Aids may be returned to Amplifei™ upon the VIP's cancellation pursuant to the terms of Section 8.2.

4.11 – Governmental Approval or Endorsement

No federal or state regulatory agencies or officials approve or endorse any social-selling program. Therefore, VIPs shall not represent or imply that Amplifei™ or its Compensation and Rewards Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.12 – Manipulating Applications or Enrollments

VIPs must not manipulate enrollments of new VIPs or customer orders.

4.13 – Identification

All VIPs are required to provide their Social Security Number or Federal Tax Identification Number to Amplifei™ on the VIP Application and Agreement.

Upon enrollment, the Company will provide a unique VIP Identification Number to the VIP by which he or she will be identified. This number will be used to place orders and track commissions and bonuses.

4.14 – Income Taxes

Each VIP is responsible for paying local, state and federal taxes on any income generated as a VIP. Every year, Amplifei™ will provide IRS Form 1099 (non-employee compensation) earnings statement to each U.S. resident who (a) had earnings of over \$600 in the previous calendar year or (b) made purchases during the previous calendar year in excess of \$5,000 wholesale.

4.15 – Independent Contractor Status

VIPs are independent contractors and are not purchasers of a franchise or a business opportunity. The agreement between Amplifei™ and its VIPs does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the VIP. VIPs shall not be treated as an employee for his or her services or for federal or state tax purposes. All VIPs are responsible for paying local, state and federal taxes due from all compensation earned as a VIP of the Company. The VIP has no authority (expressed or implied) to bind the Company to any obligation. Each VIP shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the VIP Agreement Form, and these Policies and Procedures, and applicable laws.

The name of Amplifei™ and other names as may be adopted by Amplifei™ are proprietary trade names, trademarks and service marks of Amplifei™. As such, these marks are of great value to Amplifei™ and are supplied to VIPs for their use only in an expressly authorized manner. Use of the Amplifei™ name on any item not produced by the Company is prohibited except as follows:

VIP's Name (ie Bob Smith)
Independent Amplifei™ VIP

All VIPs may list themselves as an "Independent Amplifei™ VIP" in the residential telephone directory ("white pages") under their own name. VIPs may not place telephone directory display ads in the classified directory ("Yellow Pages") using Amplifei™'s name or logo.

VIPs may not answer the telephone by saying "Amplifei™" or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of the Company.

Advertising is not limited to print media; it also includes internet advertising and other forms of advertising. It is prohibited for a VIP to use an internet or email address that utilizes the trade name Amplifei™ or includes Amplifei™ in a portion of the address. It is also prohibited for a VIP to use any website materials on a website that references or relates to Amplifei™ that is not authorized in writing by Amplifei™. It is also prohibited for a VIP to place links to unauthorized websites or webpages onto a website or webpage that has been authorized by Amplifei™.

4.16 – Insurance

4.16.1 – Business Pursuits Coverage

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy may not cover business related injuries or the theft of or damage to your business. Contact your insurance agent to make sure that your business property is protected.

4.17 – International Marketing

Because of critical legal and tax considerations, Amplifei™ must limit the marketing and enrollment of Amplifei™ services and the presentation of the Amplifei™ business to prospective Customers and VIPs located within the 50 United States of America and any other jurisdiction officially opened by Amplifei™. VIPs are only authorized to do business in the countries in which Amplifei™ has announced are open for business in official Company literature.

4.18 – Laws and Ordinances

VIPs 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 VIPs because of the nature of their business. However, VIPs must obey those laws that do apply to them. If a city or county official tells a VIP that an ordinance applies to him or her, the VIP shall comply with the law.

4.19 – Minors

VIPs shall not enroll or recruit individuals under the age of 18 into the Amplifei™ program.

4.20 – Actions of Household Members or Affiliated Individuals

If any member of a VIP's household, family, or other affiliated individual engages in any activity that, if performed by the VIP, would violate any provision of the Agreement, such activity will be deemed a violation by the VIP and Amplifei™ may take disciplinary action pursuant to the Statement of Policies against the VIP.

4.21 – One Amplifei™ Business Per VIP and Household Restrictions

A VIP may operate or have an ownership interest in only one Amplifei™ business. No individual may have, operate or receive compensation from more than one Amplifei™ business. Individuals of the same family unit may enter into or have an interest in more than one Amplifei™ Business provided a family member acts as the direct enroller of the other. A "family unit" is defined as spouses, domestic partners and dependent children living at or doing business at the same address.

4.22 – Reserved

4.23 – Requests for Records

Any request from a VIP for copies of invoices, agreements, Downline activity reports or other records/reports will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

4.24 – Sale, Transfer or Assignment of Amplifei™ Business

Although an Amplifei™ business is a privately owned, independently operated business, the sale, transfer or assignment of an Amplifei™ business, and the sale, transfer or assignment of an interest in a Business Entity that owns or operates a Amplifei™ VIP business, is subject to certain limitations. If a VIP wishes to sell his or her Amplifei™ business, or interest in a Business Entity that owns or operates a Amplifei™ business, the following criteria must be met:

- The selling VIP must offer Amplifei™ the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Amplifei™ shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal
- The buyer or transferee must become a qualified VIP. If the buyer is an active Amplifei™ VIP, he or she must first terminate his or her Amplifei™ business and however the six (6) calendar month waiting period may be waived before acquiring any interest in the new Amplifei™ business
- Before the sale, transfer or assignment can be finalized and approved by Amplifei™, any debt obligations the selling party has with Amplifei™ must be satisfied
- 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 Amplifei™ VIP business.
- Prior to selling a Business Entity interest, the selling party must notify Amplifei™'s Compliance Department in writing and advise of his or her intent to sell Amplifei™'s business or Business Entity interest. The selling party must also receive written approval from the Compliance Department before proceeding with the sale.

4.25 – Separation of an Amplifei™ VIP Business

In the event of a dissolution of marriage of a Amplifei™ VIP, and a spouse, arrangements must be made to assure that any division of the business assets is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of enrollership. If the separating parties fail to provide for the best interests of other VIPs and the Company, Amplifei™ may be forced to involuntarily terminate the VIP Agreement.

During the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution.

Under no circumstances will the Downline Organization of divorcing spouses be divided. Similarly, under no circumstances will Amplifei™ split commission and bonus checks between divorcing spouses. Amplifei™ will recognize only one Downline Organization and will issue only one commission check per Amplifei™ business per commission cycle. Commission checks shall always be issued to the individual whose name appears on the VIP Agreement.

4.26 – Enrolling

All active VIPs in good standing have the right to enroll others into Amplifei™. Each prospective VIP has the ultimate right to choose his or her own enroller. If two VIPs claim to be the enroller of the same new VIP, the Company shall regard the first application received by the Company as controlling.

4.27 – Stacking

"Stacking" is strictly prohibited. The term "stacking" includes: (a) violating the one–business–per–household rule and/or (b) enrolling fictitious individuals or entities into the Amplifei™ Compensation and Rewards Plan, in an attempt to manipulate the Compensation Plan.

4.28 – Telemarketing

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. While you may not consider yourself a "telemarketer" in the traditional sense of the word, these 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 (up to \$11,000.00 per violation). Therefore, VIPs must not engage in telemarketing relative to the operation of their Amplifei™ businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Amplifei™ product or service, or to recruit them for the Amplifei™ opportunity. "Cold calls" made to prospective Customers or VIPs that promote either Amplifei™'s products or services or the Amplifei™ opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or VIP (a "prospect") is permissible under the following situations:

- If the VIP has an established business relationship with the prospect. An "established business relationship" is a relationship between a VIP and a prospect based on the prospect's purchase, rental or lease of goods or services from the VIP, or a financial transaction between the prospect and the VIP, within the 18 months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect's personal inquiry or application regarding a product or service offered by the VIP within the 3 months immediately preceding the date of such a call.
- If the VIP receives written and signed permission from the prospect authorizing the VIP to call. The authorization must specify the telephone number(s) that the VIP is authorized to call.
- You may call family members, personal friends and acquaintances. An "acquaintance" is someone with whom you have at least a recent first–hand relationship (i.e., you have recently personally met him or her). Bear in mind, however, that if you make a habit of "card collecting" with everyone you meet and subsequently calling them, the FTC may

consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.

- In addition, VIPs shall not use automatic telephone dialing systems relative to the operation of their Amplifei™ businesses. The term "automatic telephone dialing system" means equipment which has the capacity to (a) store or produce telephone numbers to be called using a random or sequential number generator and (b) to dial such numbers.

SECTION 5 – RESPONSIBILITIES OF VIPS

5.1 – Change of Address or Telephone

To ensure timely delivery of products, support materials and commission checks, it is critically important that Amplifei™'s files are current. VIPs planning to move should email Amplifei™ corporate office, at support@Amplifei.com their new address and telephone numbers. In the alternative, VIPs may update their personal information through their Amplifei™ VIP backoffice. To guarantee proper delivery, two–weeks advance notice to Amplifei™ is recommended on all changes.

5.2 – Continuing Development Obligations

5.2.1 – Ongoing Training

Any VIP who enrolls another VIP into Amplifei™ must perform a bona fide assistance and training function to ensure that his or her Downline is properly operating his or her Amplifei™ business. VIPs must have ongoing contact and communication with the VIPs in their Downline Organizations. Examples of such contact and communication may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of Downline VIPs to Amplifei™ meetings, training sessions, and other functions. Upline VIPs are also responsible to motivate and train new VIPs in Amplifei™ product knowledge, effective sales techniques, the Amplifei™ Compensation Plan and compliance with Company Policies and Procedures. Communication with and the training of Downline VIPs must not, however, violate Section 4.5.2 (regarding the development of VIP–produced sales aids and promotional materials). VIPs cannot charge for training.

Upon request, every VIP should be able to provide documented evidence to Amplifei™ of his or her ongoing fulfillment of the responsibilities of an enroller.

5.2.2 – Increased Training Responsibilities

As VIPs progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the Amplifei™ program. They will be called upon to share this knowledge with lesser-experienced VIPs within their organization.

5.2.3 – Ongoing Sales Responsibilities

Regardless of their level of achievement, VIPs have an ongoing obligation to continue to personally promote sales through the generation of new Customers or VIPs and through servicing their existing Customers or VIPs.

5.3 – Non-Disparagement, Racism and Bullying

Amplifei™ wants to provide its VIPs with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Amplifei™ corporate offices. While Amplifei™ welcomes constructive input, negative comments and remarks made in the field by VIPs about the Company, its products or Compensation and Rewards Plan serve no purpose other than to sour the enthusiasm of other Amplifei™ VIPs. For this reason, and to set the proper example for their Downline, VIPs must not disparage, bully, demean or make negative or racist remarks about Amplifei™, other Amplifei™ VIPs, Amplifei™'s services, the Compensation and Rewards Plan or Amplifei™'s directors, officers or employees. Amplifei™ adheres to a strict zero-tolerance policy for such conduct.

5.4 – Providing Documentation to Applicants

VIPs must provide the most current version of the Policies and Procedures and the Compensation and Rewards Plan to individuals whom they are enrolling to become VIPs before the applicant signs a VIP Agreement. Additional copies of Policies and Procedures can be found on in your business center under the forms section.

5.5 – Reporting Policy Violations

VIPs observing a policy violation by another VIP should submit a written report of the violation directly to the attention of the Amplifei™ Compliance Department. Details of the incident(s), such as dates, number of occurrences, persons involved and any supporting documentation, should be included in the report.

SECTION 6 – SALES REQUIREMENTS

6.1 – Product Sales

The Amplifei™ Compensation and Rewards Plan is based upon the sale of Amplifei™ products and services to end-user consumers. VIPs must fulfill personal and Downline organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

Sales of Amplifei™ products through on–line classifieds or auction sites, such as Ebay or craigslist, are prohibited, without the expressed written consent of Amplifei™.

6.3 – Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

SECTION 7 – BONUSES AND COMMISSIONS

7.1 – Bonus and Commission Qualifications

A VIP must be active and in compliance with the Agreement and these policies to qualify for bonuses and commissions. So long as a VIP complies with the terms of the Agreement and these policies, Amplifei™ shall pay commissions to such VIP in accordance with the Compensation and Rewards Plan.

7.2 – Commission Payments and Promotions

7.2.1 – Payments, Calculations, and Bonuses

Commissions will be calculated according to the level for which a VIP actually satisfied all of the requirements according to the Compensation and Rewards Plan rather than the highest rank or title achieved. Commission reports will be provided to VIPs on–line, via web access.

7.2.2 – Promotions

Promotions are determined based on business organization and sales activity for each applicable period.

7.3 – Adjustment to Bonuses and Commissions

7.3.1 – Adjustments for Returned Products or Chargebacks

VIPs receive bonuses and commissions based on the actual sale of products and services. When a product is refunded or service is cancelled, and the refund is authorized by the Company, the bonuses and commissions attributable to the refunded product or service will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered from the VIPs who received bonuses and commissions on the sales of the refunded product or service.

7.4 – Unclaimed Commissions and Credits

VIPs must deposit or cash out commission and bonus checks within 12 months from their date of issuance.

7.5 – Reports

All information provided by Amplifei™ in online or telephonic Downline Activity Reports, including but not limited to personal and group sales volume (or any part thereof), and Downline enrollment activity is believed to be accurate and reliable. Nevertheless, due to various factors, including the inherent possibility of human and mechanical error; the accuracy, completeness and timeliness of orders; denial of credit card and electronic payments; returned products; and credit card and electronic charge-backs, the information is not guaranteed by Amplifei™ or any persons creating or transmitting the information. All personal and group sales volume information is provided "as is" without warranties, expressed 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 non-infringement.

To the fullest extent permissible under applicable law, Amplifei™ and/or other persons creating or transmitting the information will in no event be liable to any VIP 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 group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity and damages that may result from inaccuracy, incompleteness, inconvenience, delay or loss of the use of the information), even if Amplifei™ 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, Amplifei™ 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 Amplifei™'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 Amplifei™'s online reporting services and your reliance upon the information.

7.7 – Sales Contests and Promotions

From time to time, Amplifei™ may run sales contests and promotions. All such contests and promotions are subject to change at the sole discretion of Amplifei™ and awards and prizes may be adjusted up or down depending on sales volume during the promotional period.

SECTION 8 – RETURNS AND SALES AIDS REPURCHASE

8.1 – Customer Sales and Customer Returns

Sales to the customer are the foundation of the Amplifei™ business. The entire commission structure is based upon volume of customer sales referred by the individual VIP as well as their entire organization.

If a VIP wishes to return any Amplifei™ product it must be returned within 30 days of purchase. The VIP will be issued a full refund excluding shipping charges and a 10% restocking fee. No refund will be given if the resalable product is not returned within 30 days of the purchase date. Amplifei™ reserves the right to remove volume from returned orders to recoup and balance commissions already paid on the returned order(s).

Chargebacks. If a VIP charges back any amount, their account will be suspended, and they will be required to refund the money charged back as well as pay a \$50.00 USD reinstatement fee.

NOTE: If a VIP returns more than \$500.00 in products in any twelve (12) consecutive month period, it shall constitute the VIP's request to cancel his or her VIP Agreement. The Company shall deduct from the VIP's subsequent commission checks and/or from the refund paid to the Member any commissions, bonuses, or other incentives received by the VIP that were associated with the returned merchandise.

8.2 Sales Aids Repurchase

VIPs may cancel the Agreement within three (3) days of execution and receive a full refund of all VIP fees and any voluntary sales aids purchases.

After the three (3) day rescission period, a VIP may still cancel the Agreement and the VIP may return any sales aids for a refund. VIPs may only return sales aids that he or she personally purchased from Amplifei™ (purchases from other VIPs or third parties are not subject to refund). Any returned sales aids must be in unused, resalable condition. Sales aids are only available for a refund if the item(s) were purchased by the VIP within the year prior to the date of cancellation. Upon Company's receipt of resalable sales aids and/or inventory, the VIP will be reimbursed 90 percent (90%) of the net cost of the original purchase price(s). Shipping charges are not refundable. If the purchases were made through a credit card, the refund will be credited back to the same account.

8.2.1 Montana Residents

A Montana resident may cancel his or her VIP Agreement within fifteen (15) days from the date of enrollment and may return his or her inventory and/or sales aids for a full refund within such time period.

All product returns or sales aids to be returned for refund under these provisions must be approved in advance of shipment to Amplifei™ by emailing the Customer Service Department at support@amplifei.com.

SECTION 9 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 – Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures or any illegal, fraudulent, deceptive or unethical business conduct by a VIP may result, at Amplifei™'s discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition
- Requiring the VIP 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
- The withholding from a VIP of all or part of the VIP's bonuses and commissions during the period that Amplifei™ is investigating any conduct allegedly in violation of the Agreement. If a VIP's business is canceled for disciplinary reasons, the VIP will not be entitled to recover any commissions withheld during the investigation period
- Suspension of the individual's VIP Agreement for one or more pay periods
- Involuntary termination of the offender's VIP Agreement
- Any other measure expressly allowed within any provision of the Agreement or that Amplifei™ deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the VIP's policy violation or contractual breach; or
- In situations deemed appropriate by Amplifei™, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2 – Grievances and Complaints

When a VIP has a grievance or complaint with another VIP regarding any practice or conduct in relationship to their respective Amplifei™ businesses, the complaining VIP should first report the problem to his or her enroller, who should review the matter and try to resolve it with the other party's Upline enroller. If the matter cannot be resolved, it must be reported in writing to the Company. The Company will review the facts and determine if a policy violation has occurred and take appropriate action.

9.3 – Arbitration

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association or other recognized arbitration service, under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. VIPs

waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Dallas County, Texas, unless the laws of the state in which a VIP resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. 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 that the American Arbitration Panel provides. The prevailing party shall be entitled to receive from the losing party, OR 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.

Nothing in these Policies and Procedures shall prevent Amplifei™ 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 Amplifei™'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 in Dallas County, State of Texas. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Texas shall govern all other matters relating to or arising from the Agreement.

9.4.1 – Louisiana Residents

Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

SECTION 10 – INACTIVITY AND CANCELLATION

10.1 – Effect of Cancellation

So long as a VIP remains active and complies with the terms of the VIP Agreement and these Policies and Procedures, Amplifei™ shall pay commissions to such VIP in accordance with the Compensation Plan. A VIP's bonuses and commissions constitute the entire consideration for the VIP's efforts in generating sales and all activities related to generating sales (including building a Downline Organization). Following a VIP's termination for inactivity, or voluntary or involuntary termination of his or her VIP Agreement (all of these methods are collectively referred to as "termination"), the former VIP shall have no right, title, claim or interest to the marketing organization that he or she operated, or any commission or bonus from the sales generated by the organization. A VIP whose business is terminated will lose all rights as a VIP. This includes the right to sell Amplifei™ products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the VIP's

former Downline sales organization. In the event of termination, VIPs agree to waive all rights they may have, including but not limited to property rights, to their former Downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Downline organization.

Following a VIP's termination of his or her VIP Agreement, the former VIP shall not hold himself or herself out as an Amplifei™ VIP. A VIP whose VIP Agreement is terminated 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 termination).

10.2 – Involuntary Termination

A VIP's violation of any of the terms of the Agreement, including any amendments that may be made by Amplifei™ in its sole discretion, may result in any of the sanctions listed above, including the involuntary termination of his or her VIP Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier to the VIP's last known address (or fax number), or to his or her attorney, or when the VIP receives actual notice of termination, whichever occurs first.

10.3 – Voluntary Termination

A VIP has a right to cancel, at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address. The written notice must include the VIP's signature, printed name, address and VIP ID number. VIPs who have resigned may re-apply to become a VIP with Amplifei™ after 6 months. A VIP's position is subject to termination due to inactivity (i.e., merchant enrollments, no commissions, no enrolling; and no attendance at any Amplifei™ functions, participation in any other form of VIP activity, or operation of any other Amplifei™ business) after being inactive for 6 full calendar months.

10.4 – Non-Renewal

A VIP may also voluntarily cancel his or her VIP Agreement by failing to maintain the Agreement annually. The Company may also elect not to renew a VIP's Agreement.

10.5– Complete Agreement

These Policies and Procedures, any and all modifications made by the Company, along with the Terms and Conditions and the Compensation Plan make up the entire agreement between VIP and Company.