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### **SECTION 1 – INTRODUCTION**

1.1 - Code of Ethics

Tri Trading (“Tri Trading” or “the Company”) is a values-based company that prides itself on the quality and character of its distributors (hereinafter “Tri Trading Risk-Free Associates” or “AFFILIATES”). The following guidelines help ensure a uniform standard of excellence throughout our organization. Every Tri Trading Tri Trading Risk-Free Associate 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 Tri Trading-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 the Company, any Tri Trading corporate officer or employee, myself, or other Tri Trading Risk-Free Associates.

D. I will not make discouraging or disparaging claims toward other Company Tri Trading Risk-Free Associates. I will ensure that in all Tri Trading 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 Tri Trading 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 Tri Trading and the income potential represented therein. I understand I may not use my own income as an indication of others' potential success, or use compensation checks as marketing materials. I further understand that I may only disclose my Tri Trading income to recruit a potential Tri Trading Risk-Free Associate(s) after I have given a copy of the Income Disclaimer and Forex Disclosures to the potential Tri Trading Risk-Free Associate(s).

G. I will abide by all of Tri Trading's Policies & Procedures now and as they may be amended in the future.

## 1.2 - Policies Incorporated Into Tri Trading Risk-Free Associate Agreement

These Policies and Procedures ("Policies"), in their present form and as amended at the sole discretion of the Company, are incorporated into, and form an integral part of, the Tri Trading Tri Trading Risk-Free Associate Agreement (hereafter "Agreement"). Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Tri Trading Tri Trading Risk-Free Associate Application & Agreement, these Policies, and the Tri Trading Compensation Plan. These documents are incorporated by reference into the Tri Trading Risk-Free Associate Agreement (all in their current form and as amended by Tri Trading). It is the responsibility of each Tri Trading Risk-Free Associate 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 Tri Trading Risk-Free Associate, it is the responsibility of the sponsoring Tri Trading Risk-Free Associate to provide the most current version of these Policies and Procedures prior to his or her execution of the Agreement.

## 1.3 - Changes to the Tri Trading Risk-Free Associate Agreement, Policies and Procedures, or Compensation Plan

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

#### 1.4 - Delays

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

#### 1.5 - Policies and Provisions Severable

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

#### 1.6 - Waiver

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

## SECTION 2 – BECOMING AN TRI TRADING RISK-FREE ASSOCIATE

### 2.1 - Requirements to Become an AFFILIATE

To become an Tri Trading Risk-Free Associate of Tri Trading, each applicant must:

- A. Be of the age of majority in his or her province of residence;
- B. Reside in the Republic of South Africa or other countries, which have been officially opened by Tri Trading;
- C. Have a valid Tax Identification Number;
- D. Submit a properly completed and signed Tri Trading Risk-Free Associate Agreement to Tri Trading via electronically or fax; and
- E. Submit payment of a R330.00 non-commissionable enrollment fee.
- F. Provide an e-mail address which is not already associated with another Tri Trading account.

## 2.2 - New AFFILIATE Registration by the Internet

A prospective Tri Trading Risk-Free Associate may self-enroll on the sponsor's web site. In such event, instead of a physically signed Tri Trading Risk-Free Associate agreement, Tri Trading will accept the agreement by accepting the "electronic signature" stating the new Tri Trading Risk-Free Associate has accepted the terms and conditions of the Agreement. Please note that such electronic signature constitutes a legally binding agreement between the you and the Company. Providing false or misleading information, or forging signatures or alterations on such agreement (or on the associated registration forms) is strictly prohibited.

## 2.3 - AFFILIATE Benefits

Once an Tri Trading Risk-Free Associate Agreement has been accepted by the Company, the benefits of the Compensation Plan and the Agreement are available to you. These benefits include the right to:

- A. Sell Tri Trading services;
- B. Participate in the Company Compensation Plan (receive bonuses and commissions, if eligible);
- C. Sponsor other individuals as retail customers ("Customers") or AFFILIATES into the Tri Trading business and thereby build an organization and progress through the Company Compensation Plan;
- D. Receive periodic Company literature and other corporate communications;
- E. Participate in Tri Trading-sponsored support service training, motivational and recognition functions; and

F. Participate in promotional and incentive contests and programs sponsored by the Company exclusively for its distributors.

#### 2.4 - Terms and Renewal of a Tri Trading Business

An AFFILIATE must renew their business by submitting a monthly renewal fee of \$15. This payment is due on the anniversary of the AFFILIATE's enrollment date. If you allow your business to expire due to nonpayment of the renewal fee, you will lose any and all rights to your downline organization unless you re-activate within sixty (60) days following the expiration of your Agreement.

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

Any AFFILIATE whose agreement has expired and lapsed the 60-day grace period is not eligible to reapply for a Tri Trading business for six (6) months following the expiration of the Agreement.

Any AFFILIATE terminated by the Company whether voluntary or involuntary may not reapply to do business for six (6) months from their termination date.

### SECTION 3 – INCOME DISCLAIMER POLICY

#### 3.1 - Due Diligence

Company makes no guarantees, warranties, or representations as to the extent by which the Company's services may affect your own independent trading. All AFFILIATES understand and agree that the Company is not liable for any loss suffered in the facilitation, conduct and oversight of the Tri Trading services. Furthermore, you acknowledge that you have conducted sufficient due diligence with regards to the risks associated with trading and recognize the risk that financial loss(es) may occur.

Tri Trading is NOT providing investment advice as all trade signals are delivered to all participants uniformly without regard to an individual's trade objectives, financial condition or suitability. Moreover, Tri Trading does not exercise trading authority over your trades. You and you alone exercise discretionary trading authority.

Tri Trading has some trading disclosures present on its website (<https://www.trtrading.co.za>). A copy of these Disclosures must be presented to a prospective Customer or AFFILIATE any time a Tri Trading business is discussed.

### 3.2 - Income Disclaimer

In an effort to conduct best business practices, Tri Trading has developed the income disclaimer ("Income Disclaimer"). The Tri Trading Income Disclaimer is designed to convey truthful, timely, and comprehensive information regarding the income that AFFILIATES may earn. In order to accomplish this objective, a copy of the Income Disclaimer must be presented to all prospective AFFILIATES.

A copy of the Income Disclaimer must be presented to a prospective AFFILIATE (someone who is not a party to a current Tri Trading AFFILIATE Application & Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "income claim") includes any of the following: (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 Tri Trading Risk-Free Associate earned over a million dollars last year" or "Our average ranking Tri Trading Risk-Free Associate makes five thousand per month." An example of a "statement of earnings ranges" is "The monthly income for our higher-ranking Tri Trading Risk-Free Associates 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 AFFILIATE with a copy of the Income Disclaimer. Copies of the Income Disclaimer may be printed or downloaded without charge from the company website at <https://www.tritrading.co.za>.

## SECTION 4 – ADVERTISING

### 4.1 - Adherence to the Tri Trading Compensation Plan

AFFILIATES must adhere to the terms of the Tri Trading Compensation Plan as set forth in Official Company Materials. AFFILIATES shall not offer the Tri Trading opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official Company Materials. AFFILIATES shall not require or encourage other current or prospective Customers or AFFILIATES to participate in Tri Trading in any manner that varies from the

program as set forth in Official Company Materials. AFFILIATEs shall not require or encourage other current or prospective Customers or AFFILIATEs to execute any agreement or contract other than official Company agreements and contracts in order to become an AFFILIATE of Tri Trading. Similarly, AFFILIATEs shall not require or encourage other current or prospective Customers or AFFILIATEs to make any purchase from, or payment to, any individual or other entity to participate in the Tri Trading Compensation Plan other than those purchases or payments identified as recommended or required in Official Company Materials.

#### 4.2 - Use of Sales Aids

To promote both the services and the opportunity Tri Trading offers, AFFILIATEs must use the sales aids and support materials produced by the Company. If AFFILIATEs develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding any good intentions, they may unintentionally violate any number of statutes or regulations affecting a Tri Trading business. These violations, although they may be relatively few in number, could jeopardize the Tri Trading sales opportunity for all. Accordingly, AFFILIATEs must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the AFFILIATE receives specific written approval to use the material, the request shall be deemed denied. All AFFILIATEs shall safeguard and promote the good reputation of Tri Trading and its services. The marketing and promotion of Tri Trading, the Tri Trading sales opportunity, the Compensation Plan, and Tri Trading 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

Tri Trading 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 Tri Trading AFFILIATEs, without prior written authorization from the Company. Furthermore, no AFFILIATE may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another AFFILIATE without prior written consent from the named AFFILIATE. This consent must be on file with the Company Compliance Department prior to any use.

#### 4.4 - Web Policy

If an AFFILIATE 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 AFFILIATES 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 Tri Trading, 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 Tri Trading Corporate Site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. Tri Trading 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 Tri Trading by showing up as the sender of an email.

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

[tritradings@gmail.com](mailto:tritradings@gmail.com); [www.TriTradingDirect.com](http://www.TriTradingDirect.com); [www.facebook.com/TriTrading](http://www.facebook.com/TriTrading) or derivatives as described herein.

Determinations as to what could cause confusion, mislead or be considered deceptive is at the sole discretion of Tri Trading. If you have a question whether your chosen name is acceptable, you may submit it to the Company Compliance Department for review before use.

#### C. Approved AFFILIATE Websites

The term Tri Trading Risk-Free Associate Website refers to the AFFILIATE website offered by Tri Trading or an approved vendor. The term Social Media Website refers to any site that is not specifically prohibited within the terms and conditions of this Agreement, such as Facebook.com, Twitter.com, YouTube.com, personal blogs or other personal websites.

#### D. Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or promote specific Tri Trading services. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring, and informing the public about the Tri Trading sales opportunity provided you follow the other requirements of this agreement such as identifying yourself as an AFFILIATE of Tri Trading, 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 AFFILIATE Website or your Social Media Website.

#### E. Online Retailing

Approved AFFILIATE websites are intended to provide an AFFILIATE with the tools and means for generating leads, prospecting business, communicating with others, selling services, and otherwise advancing your Tri Trading business. You may not sell Tri Trading services on any other online retail store or ecommerce site, nor may you enlist or knowingly allow a third-party to sell Tri Trading services on any online retail store or ecommerce site.

Social Media Websites such as Facebook may also be used to promote your Tri Trading business. You must provide approved Tri Trading links to your AFFILIATE replicated website for sales and order processing. All online sales of Tri Trading services must take place and be produced through the AFFILIATE Replicated website (or Corporate site).

#### F. Banner Advertising

You may place banner advertisements on a website provided you use Tri Trading-approved templates and images. All banner advertisements must link to your AFFILIATE Website. You may not use blind ads or web pages that make non-compliant product or income claims that are ultimately associated with Tri Trading services or the Tri Trading sales opportunity.

#### G. Spam Linking

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

#### H. Social Networking Sites

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

Profiles you generate in any social community where you mention or discuss Tri Trading must clearly identify you as an AFFILIATE of Tri Trading and must appear as described herein. When you participate in those communities you must avoid inappropriate conversations, comments, images, video, audio, applications or any

other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at the Company's sole discretion, and offending AFFILIATEs will be subject to disciplinary action and/or termination.

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

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

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

#### J. External Websites

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

- a.) Identify yourself as an Tri Trading Risk-Free Associate for Tri Trading.
- b.) Use only the approved images and wording authorized by Tri Trading.
- 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 Tri Trading 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 Tri Trading brand and adheres to all Company 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 Tri Trading's sole discretion. You are encouraged to use the approved Tri Trading images that are available through the business suite.

#### K. Tri Trading AFFILIATE Image Mandate

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

- a.) A Tri Trading Tri Trading Risk-Free Associate Logo from the approved templates.

b.) Your Name and Title (example: Jimmy Walker, Tri Trading Risk-Free Associate, Tri Trading).

c.) A link to your AFFILIATE Website.

Although Tri Trading brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an AFFILIATE Website, and not a Tri Trading Corporate page.

#### 4.5 - Advertised Price

You may not advertise any of Tri Trading'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.

#### 4.6 - 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 Tri Trading 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 AFFILIATES.

D. Advertisements may not contain references to Tri Trading or its services and may not use any of the Company's trademarks or tradenames.

Any requests for variances from the above rules must be submitted to Tri Trading and approved in writing prior to publication. Please direct any inquiries to the Company Compliance Department.

#### 4.7 - Media and Media Inquiries

AFFILIATES must not initiate any interaction with the media or attempt to respond to media inquiries regarding Tri Trading, its services, or their independent Tri Trading

business. All inquiries by any type of media must be immediately referred to Tri Trading'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.

#### 4.8 - Unsolicited Email and Fax Communication

Tri Trading does not permit AFFILIATES to send unsolicited emails unless such emails strictly comply with applicable laws and regulations. Any email sent by an AFFILIATE that promotes Tri Trading, the Tri Trading sales opportunity, or its 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 AFFILIATE's physical mailing address.
- D. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- E. The use of deceptive subject lines and/or false header information is prohibited.
- F. All opt-out requests, whether received by email or regular mail, must be honored. If an AFFILIATE receives an opt-out request from a recipient of an email, the AFFILIATE must forward the opt-out request to the Company. Tri Trading may periodically send commercial emails on behalf of AFFILIATES. By entering into the Agreement, AFFILIATE agrees that the Company may send such emails and that the AFFILIATE's physical and email addresses will be included in such emails as outlined above. AFFILIATES shall honor opt-out requests generated as a result of such emails sent by the Company. Except as provided in this section, AFFILIATES may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their Tri Trading businesses.

### SECTION 5 – OPERATING A Tri Trading 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 AFFILIATE of Tri Trading by submitting an AFFILIATE Application & 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”). A Tri Trading 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 AFFILIATE(s) must provide the Entity Documents to the Company. The AFFILIATE 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 Tri Trading.

#### 5.1.1 - Changes to a Business Entity

Each AFFILIATE must immediately notify the Company of any changes to the type of business entity they utilize in operating their Tri Trading business, and the addition or removal of business associates. A Tri Trading 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 Tri Trading Risk-Free Associate 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 Tri Trading.

### 5.2 - Unauthorized Claims and Action

#### 5.2.1 - Indemnification

An AFFILIATE is fully responsible for all of his or her verbal and/or written statements made regarding Tri Trading services and the Compensation Plan, which are not expressly contained in Official Company Materials. AFFILIATEs agree to indemnify Tri Trading and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Tri Trading as a result of the AFFILIATE’s unauthorized representations or actions. This provision shall survive the cancellation of the Tri Trading Risk-Free Associate Agreement.

#### 5.2.2 - Endorsements of Tri Trading Services

No claims as to any services offered by Tri Trading may be made except those contained in Official Company Materials.

### 5.3 - Conflicts

#### 5.3.1 - Non-solicitations

Tri Trading AFFILIATEs 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, AFFILIATEs may not directly or indirectly recruit other Tri Trading Customers / AFFILIATEs other than

those they have personally sponsored for any other Network Marketing business. Following the cancellation of the Agreement, and for a period of one (1) calendar year thereafter, with the exception of an AFFILIATE who is personally sponsored by the former AFFILIATE, a former AFFILIATE may not recruit any Tri Trading Customer / AFFILIATE for another Network Marketing business.

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

During this agreement and for six (6) months thereafter, AFFILIATEs must not sell, or attempt to sell, any competing non-Tri Trading programs to Tri Trading Customers / AFFILIATEs. Furthermore, an AFFILIATE may not bundle Tri Trading's services with any other services not explicitly offered by Tri Trading. Any program, product, service, or direct selling opportunity in the same generic categories as Tri Trading are deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

#### 5.3.3 - Targeting Other Direct Sellers

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

#### 5.3.4 - Privacy and Confidentiality

All AFFILIATEs are required to abide by the Company's Privacy Policy with regard to Customer/AFFILIATE 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 AFFILIATEs, as well as the Company. LOS information is information compiled by the Company that discloses or relates to all or part of the specific arrangement of sponsorship within the Tri Trading business, including, without limitation, AFFILIATE lists, sponsorship trees, and all AFFILIATE information generated therefrom, in its present and future forms. The Tri Trading LOS, constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. Tri Trading 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 the Company and its AFFILIATEs.

Through this Rule, AFFILIATES are granted a personal, non-exclusive, non-transferable and revocable right by Tri Trading 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 AFFILIATE stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of Tri Trading, such is necessary to protect the confidentiality or value of Proprietary Information. All AFFILIATES 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 Tri Trading Risk-Free Associate Agreement on file with the Company, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. Unethical sponsoring which includes, but is not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect away from another AFFILIATE is strictly prohibited. Additionally, attempting to influence another AFFILIATE to transfer to a different sponsor is strictly prohibited unless said AFFILIATE has been inactive for six (6) months as per our policies and procedures.

The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Tri Trading business in accordance with the "Sale, Transfer or Assignment of Tri Trading Business" section of these Policies and Procedures.

#### 5.5 - Governmental Approval or Endorsement

Neither national, provincial or local regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, AFFILIATES shall not represent or imply that Tri Trading or its Compensation Plan have been "approved," "endorsed," or otherwise sanctioned by any government agency.

#### 5.6 - Identification

All AFFILIATES are required to provide their Tax Identification Number, or their Government Issued ID Number to Tri Trading either on the Tri Trading Risk-Free Associate Agreement or at the company's request. Upon enrollment, the Company will provide a unique AFFILIATE Identification Number to the AFFILIATE 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, Tri Trading will provide an IRP5 form earnings statement to each South African resident as required by the South African Revenue Service. Each AFFILIATE is responsible for paying local, provincial or national taxes on any income generated as a distributor. If a Tri Trading business is tax exempt, the Tax Identification Number must be provided to the Company.

#### 5.8 - Independent Contractor Status

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

AFFILIATES may not answer the telephone by saying "Tri Trading," "Tri Trading", or by any other manner that would lead the caller to believe that they have reached the Corporate offices. An AFFILIATE may only represent that he/she is a Tri Trading AFFILIATE. Therefore, all correspondence and business cards relating to or in connection with an AFFILIATE's business shall contain the person's name followed by the term "Tri Trading Risk-Free Associate".

#### 5.9 – Stacking

Stacking is the unauthorized manipulation of the Tri Trading compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline AFFILIATE 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 AFFILIATES 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 AFFILIATE's position and the position(s) of all individuals found to be directly involved.

## 5.10 - One Tri Trading Business Per Tri Trading Risk-Free Associate

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

## 5.11 – Succession

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

- Execute an AFFILIATE Application & Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased AFFILIATE's rank/status;
- Provide the Company with an "address of record" to which all bonus and commission checks will be sent. Bonus and commission checks of a Tri Trading 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 Taxpayer Identification Number, if the business is bequeathed to joint successors. The Company will issue all bonus and commission checks and one 1099 to the business entity.

## 5.12 - Sale, Transfer, or Assignment of a Tri Trading Business

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

- A. Protection of the existing line of sponsorship must always be maintained so that the Tri Trading business continues to be operated in that line of sponsorship;

B. The buyer or transferee must become a qualified Tri Trading AFFILIATE. If the buyer is an active Tri Trading AFFILIATE, they must first terminate their Tri Trading business and wait six (6) calendar months before acquiring any interest in the new Tri Trading business;

C. Before the sale, transfer, or assignment can be finalized and approved by the Company, any debt obligations the selling AFFILIATE has with Tri Trading must be satisfied; and

D. The selling AFFILIATE 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 Tri Trading business.

Prior to selling a Tri Trading business, the selling AFFILIATE must notify the Company's Compliance Department of their intent to sell the Tri Trading business. No changes in line of sponsorship can result from the sale or transfer of a Tri Trading business. An AFFILIATE may not sell, transfer, or assign portions of their business—the position must be sold in its entirety.

#### 5.13 - Separation of a Tri Trading Business

Tri Trading AFFILIATEs sometimes operate their Tri Trading 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 AFFILIATEs and the Company in a timely fashion, Tri Trading will involuntarily terminate the Tri Trading Risk-Free Associate 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 Tri Trading business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize the Company to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.

B. The parties may continue to operate the Tri Trading business jointly on a "business-as-usual" basis, whereupon all compensation paid by the Company 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 AFFILIATE 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 the Company split commission and bonus checks between divorcing spouses or members of dissolving entities. The Company will recognize only one downline organization and will issue only one commission check per Tri Trading 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 Tri Trading Risk-Free Associate Agreement shall be involuntarily cancelled. If a former spouse has completely relinquished all rights in the original Tri Trading business pursuant to a divorce, they are thereafter free to enroll under any sponsor of their choosing without waiting six (6) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an AFFILIATE. In either case, however, the former spouse or business affiliate shall have no rights to any AFFILIATES in their former organization or to any former customer. They must develop the new business in the same manner as would any other new AFFILIATE.

#### 5.14 - Sponsoring

All Active (as defined in the Tri Trading Compensation Plan) AFFILIATES in good standing have the right to sponsor and enroll others into Tri Trading. Each prospective Client or AFFILIATE has the ultimate right to choose his or her own Sponsor. The sponsor of an account cannot be changed once registration is complete. It is the responsibility of the sponsor to ensure that he/she has provided the correct referral information and is operating according to Tri Trading's Policies and Procedures and AFFILIATE Agreement. Additionally, it is the responsibility of both the sponsor and the enrolling participant to ensure that the participant is enrolling with the correct sponsorship details.

#### 5.15 - Genealogy Placement

When a new Client and/or AFFILIATE registers, they will be automatically placed in the sponsor's holding tank. The sponsor has seven (7) days to place the new participant into the genealogy, or the system will automatically place the new participant in the next available open position in the genealogy. All genealogy placements are final, and it is the sole responsibility of the sponsor to ensure correct placement of all direct referrals.

## 5.16 - Harassment

Tri Trading is committed to providing AFFILIATES with a work environment free from harassment, intimidation, and abuse from other AFFILIATES, employees, vendors, and any other individuals in the workplace. At Tri Trading, harassment of any kind will not be tolerated and is strictly prohibited, such as: derogatory or threatening comments, inappropriate sexual behavior including but not limited to unwelcome sexual advances or requests for sexual favors, displaying visual images of a sexual nature, physical or verbal harassment, or violent behavior. AFFILIATES are encouraged to report any type of harassment incidents immediately. Tri Trading will not tolerate acts or threats of violence and will investigate all reports. You have a responsibility to act when you are aware of a threat or risk to any of our sales force.

## SECTION 6 – RESPONSIBILITIES OF AN TRI TRADING RISK-FREE ASSOCIATE

### 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 Tri Trading's files are current. AFFILIATES planning to move or change their email address must submit an amended Tri Trading Risk-Free Associate Agreement complete with the new information.

### 6.2 - Sponsoring AFFILIATE Responsibilities

#### 6.2.1 - Initial Training

Any AFFILIATE who sponsors another AFFILIATE into Tri Trading must perform a bona fide assistance and training function to ensure that their downline is properly operating their Tri Trading business. AFFILIATES must provide the most current version of the Policies and Procedures, the Income Disclaimer Statement, and Compensation Plan to individuals whom they are sponsoring to become AFFILIATES before the applicant signs an AFFILIATE Application & Agreement.

#### 6.2.2 - Ongoing Training Responsibilities

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

### 6.3 - Non-Disparagement

AFFILIATEs must not disparage, demean, or make negative remarks about Tri Trading, other AFFILIATEs, Tri Trading's services, the Compensation Plan, or the Company's owners, board members, directors, officers, or employees.

#### 6.4 - Reporting Policy Violations

AFFILIATEs observing a Policy violation by another AFFILIATE should submit a written report of the violation directly to the attention of the Company Compliance Department ([info@tritrading.co.za](mailto:info@tritrading.co.za)), complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential. Upon receipt of the written report of the violation, the Company Compliance Department will open up an investigation. Due to the unique nature of each situation, the determination of the appropriate remedy by the Company Compliance Department will vary case by case as will the length of time required for resolution.

### SECTION 7 – ORDERS AND TRANSACTIONS

#### 7.1 - General Order Policies

Tri Trading strictly requires that AFFILIATE's and Clients use their own credit or debit cards for any and all purchases made through Tri Trading. AFFILIATE's and Clients may not use a credit or debit card with a cardholder name that does not match their account information as provided during registration unless written consent has been obtained prior from Tri Trading ([info@tritrading.co.za](mailto:info@tritrading.co.za)).

#### 7.2 - Subscription Billing

The program is automatically renewed each month with a credit or debit card maintained on file with Tri Trading. The subscription billing cycle is four (4) weeks, which is exactly 28 days. The AFFILIATE or Client may view their next billing date at any time in the back office of the Tri Trading website. Cancellation of any subscriptions must be done by submitting written notice to Tri Trading via [info@tritrading.co.za](mailto:info@tritrading.co.za) and then following the procedures provided.

#### 7.3 - Refund Policy

Tri Trading's Refund & Cancellation policies are provided and detailed at <https://www.tritrading.co.za>. When a refund is requested, the bonuses and commissions attributable to the refunded service will be deducted from the AFFILIATE who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

#### 7.4 - Charge Backs

If an AFFILIATE and/or Client believes that an erroneous charge has been made to his/her debit or credit card, he/she should immediately contact Tri Trading at [info@tritrading.co.za](mailto:info@tritrading.co.za) to initiate an investigation and a resolution. Under no circumstances will any AFFILIATE and/or Client charge back or dispute a previously submitted subscription payment. If an AFFILIATE and/or Client notifies his/her banking institution and requests a charge back for a previously submitted subscription payment with Tri Trading, any and all associated accounts for that AFFILIATE and/or Client will be immediately and indefinitely terminated upon Tri Trading's notification of such actions.

## SECTION 8 – BONUSES AND COMMISSIONS

### 8.1 - Bonus and Commission Qualifications

In order to qualify to receive commissions and bonuses, an AFFILIATE must be in good standing and comply with the terms of the Agreement and these Policies and Procedures. An AFFILIATE will qualify to receive commissions and bonuses so long as he/she meets all qualifications pursuant to the Tri Trading Compensation Plan (for more information, please see that document).

### 8.2 - Errors or Questions

If an AFFILIATE has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the AFFILIATE must notify Tri Trading in writing within thirty (30) days of the date of the purported error or incident in question. The Company will not be responsible for any errors, omissions, or problems not reported within 30 days.

### 8.3 - 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 Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Customer/AFFILIATE; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Customers/AFFILIATES (“phantoms”); (d) purchasing Tri Trading services on behalf of another Customer/AFFILIATE to qualify for commissions or bonuses; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

### 8.4 – Reports

All information provided by Tri Trading, 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 AFFILIATE whose 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).

## 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 AFFILIATE that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the AFFILIATE's Tri Trading business), may result, at Tri Trading's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the AFFILIATE to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- With holding from an AFFILIATE all or part of the AFFILIATE's bonuses and commissions during the period that Tri Trading is investigating any conduct allegedly contrary to the Agreement. If an AFFILIATE's business is cancelled for disciplinary reasons, the AFFILIATE will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's AFFILIATE's Agreement for one or more pay periods;
- Involuntary termination of the offender's Tri Trading Risk-Free Associate Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which Tri Trading deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the AFFILIATE'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 Tri Trading.

## 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 Port Elizabeth, South Africa, 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 Local court, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. AFFILIATES waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Port Elizabeth, South Africa. 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 Local court 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 Tri Trading 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 Tri Trading'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 - Damages

In any case which arises from or relates to the wrongful termination of the Agreement and/or an Tri Trading Risk-Free Associate's Tri Trading business, the Company and AFFILIATE agree that damages will be extremely difficult to ascertain. Therefore, the Company and AFFILIATE stipulate that if the involuntary termination of the Agreement and/or loss of the Tri Trading Risk-Free Associate's Tri Trading business is proven and held to be wrongful under any theory of law, the AFFILIATE's sole remedy shall be liquidated damages calculated as follows:

1. For Tri Trading Risk-Free Associates earning an average of more than R2500 per month based on a six-month average, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Tri Trading Compensation Plan in the twelve (12) months immediately preceding the termination.
2. For Tri Trading Risk-Free Associates earning an average of more than R10000.00 per month based on a six-month average, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Tri Trading Compensation Plan in the twenty-four (24) months immediately preceding the termination.

In any action arising from or relating to the Agreement, the Tri Trading business, or the relationship between the Company and AFFILIATE, both parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The Company and AFFILIATE further waive all claims to exemplary and punitive damages.

#### 9.5 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Port Elizabeth, South Africa. The Local court shall govern all matters relating to arbitration. The laws of The Republic of South Africa shall govern all other matters relating to or arising from the Agreement.

### SECTION 10 – EFFECT OF CANCELLATION

#### 10.1 - Effect of Cancellation and Termination

So long as an AFFILIATE remains active and complies with the terms of the Agreement and these Policies, Tri Trading shall pay commissions to such AFFILIATE in accordance with the Compensation Plan. An AFFILIATE's bonuses

and commissions constitute the entire consideration for the AFFILIATE's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organization). Following an AFFILIATE's non-continuation of his or her Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Agreement (all of these methods are collectively referred to as "Cancellation"), the former AFFILIATE shall have no right, title, claim or interest to the downline organization which he or she operated, or any commission or bonus from the sales generated by the organization. AFFILIATES waive any and all rights, including, but not limited to, property rights, in the downline which they may have had. Following an AFFILIATE's cancellation of his or her Agreement, the former AFFILIATE shall not hold him or herself out as a Tri Trading AFFILIATE and shall not have the right to sell Tri Trading services. An AFFILIATE whose 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).

#### 10.2 - Non-Renewal

An AFFILIATE may also voluntarily cancel their Tri Trading Risk-Free Associate Agreement by failing to pay the renewal fee. AFFILIATES have a 30-day grace period to get back into compliance for failure to pay the administrative fee.

#### 10.3 - Voluntary Termination

A Tri Trading participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its Customer Support email address. The written notice must include the AFFILIATE's signature, printed name, address, and AFFILIATE ID Number.

#### 10.4 - Involuntary Termination

Tri Trading reserves the right to terminate a user's account at any time for, but not limited to, violating Tri Trading's Terms, Conditions, AFFILIATE Agreement, Policies, or Procedures. Additionally, Tri Trading reserves the right to terminate a user's account at any time for violating any applicable law, ordinance, or regulation regarding the Tri Trading business. Tri Trading will notify a user via written, electronic mail with a notice of an intent to terminate an account when applicable which will include the reasons for termination.

### SECTION 11 – DEFINITIONS

**AGREEMENT:** The contract between the Company and each AFFILIATE, which includes: the Tri Trading Risk-Free Associate Application & Agreement, the Tri Trading Policies and Procedures, and the Tri Trading Compensation Plan, all in their

current form and as amended by Tri Trading in its sole discretion. These documents are collectively referred to as the "Agreement."

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

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

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

**TRI TRADING RISK-FREE ASSOCIATE (AFFILIATE):** An individual who purchases product, generates sales and business building commissions.

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

**ORGANIZATION:** The Customers and AFFILIATEs placed below a particular Tri Trading Risk-Free Associate.

**OFFICIAL COMPANY MATERIALS:** Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Tri Trading to its AFFILIATEs.

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

**RECRUIT:** For purposes of Tri Trading'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 Tri Trading Customer or AFFILIATE to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

**SPONSOR:** An AFFILIATE who enrolls a Customer or another AFFILIATE into the Company, and is listed as the Sponsor on the Tri Trading Risk-Free Associate Agreement. The act of enrolling others and training them to become AFFILIATEs is called "sponsoring."

**UPLINE:** This term refers to the AFFILIATE(s) above a particular AFFILIATE in a sponsorship line up to the Company. It is the line of sponsors that links any particular AFFILIATE to the Company.