



# ATLAS WORLDWIDE

## Policies and Procedures

Effective April 30, 2020

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#### **ATLAS & BEYOND CORPORATE**

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## 1. Preface

Atlas Distributions (N.I.) LTD (henceforth “ATLAS” or the “Company”) is a pioneer in the industry of network marketing, combining services and products into the same company. ATLAS created these Policies and Procedures to aid the Company and the Companies Independent Brand Promoters (henceforth “IBPs”) in the creation of successful and long-lasting business enterprises, respectively. In addition, these Policies and Procedure (henceforth “Policies”) clearly outline expected business conduct and the relationship between ATLAS and IBPs.

To enroll in ATLAS the IBP is required to fill out and sign the Independent Brand Promoter Agreement (henceforth “Agreement”). The Independent Brand Promoter Agreement, these Policies and Procedures, the ATLAS Non-Disclosure, Confidentiality, Non-Compete, Non-Circumvention, and Non-Solicitation Agreement, and the ATLAS Compensation Plan are collectively referred to whenever the term “Agreement” is used throughout these Policies.

## 2. Introduction

### a. Mission & Vision Statement

- i. **Our Mission** – To impact 1,000,000 lives by 2025.
- ii. **Our Vision** – To create a better world around us, have an impact, and give an opportunity to those who deserve it by helping millions around the globe experience more in all areas of their lives and leave a Legacy.
- iii. **Why We Exist** – Two successful entrepreneurs always believed that “the good guys” could win if provided with the right circumstances. We believe we will impact the industry and inspire people to experience more.
- iv. **Who We are** – We are you and you are us! All of us make up ATLAS. We Consist of students to grandparents, and everyone in between who are all working for the same mission.
- v. **What We Do** – We share ATLAS products and services with others in an effort to help them live life by their design. We are a private community, a trusted mentor, a buying club of products and services. Those who feel the same passion will be invited to join us in helping to help spread our mission to impact One Million lives.
- vi. **Why We Do It** – We feel that the industry of network marketing is ready for a change. It is our obligation to share our experience and the impact the products and services have had on our lives. Add to this the gift of referring a business that can change the stars for individuals and their entire families for generations to come, and you have a winning combination! We believe it’s time to prove there can be a business that cares for people and respects their core values in life.

### b. Independent Brand Promoters (IBP) Requirements – Each IBP agrees to the following upon enrollment:

- i. IBPs agree to add an income disclosure statement to **all** marketing posts (inclusive of any type of media) where pips, money made, commissions received, etc. are mentioned. The statement shall read like the following: **“Past results are not indicative of future returns. These results NOT typical and are the result of hard work, diligence, skill, competence and leadership. Your success depends on how well you exercise these qualities.”**
- ii. Any social media group you create must have at least one member of corporate in it.



- iii. NO IBP may in any way monetize their downline or profit from their downline (or anyone in the company whether crossline, downline, upline) outside of the standard ways as outlined in the Compensation Plan.
  - iv. All leadership trainings branded to personal brand of leadership must get corporate approval before being rolled out to downline.
  - v. Provide the most current version of these policies and procedures and the ATLAS Compensation Plan when enrolling new Independent Brand Promoters into their organization.
- c. Code of Ethics – Every ATLAS IBP is expected to conduct themselves with honesty and integrity in all business dealings and adhere to these guidelines:
- i. Make only accurate and truthful statements regarding ATLAS, the business opportunity and the services and/or products (including results).
  - ii. Be respectful of others, including abstaining from gossip or other types of disparaging and discouraging comments about others.
  - iii. Conduct themselves in an ethical, legal, and moral manner at all times.
  - iv. Provide support, training, and encouragement to the IBPs and customers in their organization.
  - v. Always strive to make those that come into contact with ATLAS a positive experience – whether or not they become an IBP or a customer.
  - vi. Always represent with accuracy the Compensation plan of ATLAS and not use personal income received as an indication of potential success of another individual.
  - vii. Only disclose personal ATLAS income to potential IBPs after providing a copy of the Income Disclaimer and Forex Disclosures. Please see income disclosure under item 4, and the forex disclosure as the following:

**CUSTOMER NOTICE**

**ATLAS AND ITS REPRESENTATIVES ARE NOT LICENSED IN THE AREAS OF FINANCIAL PLANNING (CPF), FINANCIAL ADVICE (CFA), OR COMMODITIES TRADING ADVICE (CTA). THIS IS NEITHER A SOLICITATION NOR AN OFFER TO BUY/SELL FOREIGN CURRENCIES. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE DISCUSSED HERE. THE PAST PERFORMANCE OF ANY TRADING SYSTEM OR METHODOLOGY IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. ALL USERS OF ATLAS PRODUCTS AND SERVICES ASSUME FULL RISK AND RESPONSIBILITY FOR INDIVIDUAL TRADING ACTIVITIES.**

**3. Legal Notices**

ATLAS’s Policies and Procedures (these “Policies”), in their present form and as amended at the sole discretion of ATLAS, are incorporated into and form an integral part of, the ATLAS Independent Brand Promoter Agreement (henceforth “Agreement”), including the Agreement, these policies and procedures, the ATLAS Non-Disclosure, Confidentiality, Non-Compete, Non-Circumvention, and Non-Solicitation Agreement, and the ATLAS Compensation Plan. ATLAS may amend the agreement from time to time. The amended agreement will automatically be incorporated into and form an integral part of the Independent Brand Promoters Agreement.



The submission of an agreement or application to become an Independent Brand Promoter, enrollment of other IBPs, acceptance of commissions (of any form) and/or accessing ATLAS provided business tools (i.e. back office, websites, etc.) constitutes acceptance and acknowledgement by the IBP that they have read, agree to abide by and accept in their entirety these policies and procedures. In addition, by signing the ATLAS Independent Brand Promoters agreement the new IBP commits to ensuring they are operating with the most current version of these Policies.

If at any time, any provision of the Agreement, is found to be nonvalid, or unenforceable for any reason, in its current form or as may be amended from time to time, only the nonvalid portion(s) shall be disassociated and the remaining terms and provisions shall remain in full force and effect. The entirety of the remainder of the Agreement shall be construed as if such nonvalid, or unenforceable provision was never a part of the Agreement.

ATLAS shall not be responsible for delays or failures in performance of its obligations when such failure is due to force majeure, an event or effect that cannot be reasonably anticipated or controlled, which includes, without limitation, government decrees or orders such as a stay at home order, curtailment of a party's source of supply, labor difficulties or strikes, riot, war, fire or other acts of God such as weather-related issues including, but not limited to hurricanes and tornadoes, floods, pandemics declared by the Centers for Disease Control and Prevention, or death.

ATLAS reserves the right at in its sole discretion to make changes to the IBP agreement, these Policies and Procedures, the ATLAS Non-Disclosure, Confidentiality, Non-Compete, Non-Circumvention, and Non-Solicitation Agreement, the ATLAS Compensation Plan and/or its Services or Product Price Lists, when federal, state, or local laws, as well as the business environment, periodically change. ATLAS will post notification of amendments in Official Company Materials. Amendments shall be effective upon publication in Official Company Materials, including but not limited to, posting on ATLAS's website, e-mail distribution, publication in Company newsletter, product inserts, or any other commercially reasonable method. The IBP is considered to accept all amendments upon continuation of an Independent Brand Promoter's business, or an Independent Brand Promoter's acceptance of bonuses or commissions constitutes acceptance of all amendments. The only deviation from ATLAS being able to modify the agreement is in the disciplinary and dispute resolution section (Section 11) of this document. The provisions contained in the dispute resolution section can only be modified via mutual consent.

ATLAS shall always insist upon compliance with the Agreement and with all applicable laws governing the conduct of a business (no matter the location). ATLAS will never waive this right and any failure to *insist* upon strict compliance by an IBP with any obligations or provision of the Agreement, any failure to exercise any right or power under the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of ATLAS's ability to demand exact compliance with the Agreement. ATLAS at its sole discretion may choose to allow a waiver, however this waiver can only be invoked in writing by an authorized officer of ATLAS.

#### **4. Income Disclaimer Policy**

DISCLAIMER

##### **CUSTOMER NOTICE**

ATLAS AND ITS REPRESENTATIVES ARE NOT LICENSED IN THE AREAS OF FINANCIAL PLANNING (CPF), FINANCIAL ADVICE (CFA), OR COMMODITIES TRADING ADVICE (CTA). THIS IS NEITHER A SOLICITATION NOR AN OFFER TO BUY/SELL FOREIGN CURRENCIES. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE DISCUSSED HERE. THE PAST PERFORMANCE OF ANY TRADING SYSTEM OR METHODOLOGY IS NOT NECESSARILY INDICATIVE OF FUTURE



RESULTS. ALL USERS OF ATLAS PRODUCTS AND SERVICES ASSUME FULL RISK AND RESPONSIBILITY FOR INDIVIDUAL TRADING ACTIVITIES.

#### **INCOME DISCLOSURE NOTICE**

THE EARNINGS OF ALL ATLAS PARTICIPANTS (INDEPENDENT BRAND PROMOTERS OR IBPs) ARE ENTIRELY DEPENDENT UPON HIS OR HER WORK PRODUCT. THIS INCLUDES WORK SKILL, EFFORT, COMMITMENT, LEADERSHIP, SALES CAPABILITIES, AND MARKET CONDITIONS. IBP RESULTS/INCOME MAY VARY BASED UPON INDIVIDUAL PERFORMANCE. BASED ON INDUSTRY STANDARDS AND COMPANY PROJECTIONS, THE AVERAGE ANNUAL GROSS INCOME FOR IBPs IS PROJECTED TO BE ANYWHERE FROM \$500 TO \$240,000. ATLAS DOES NOT GUARANTEE ANY LEVEL OF INCOME OR SUCCESS.

ATLAS takes very seriously all aspects of an IBPs business, this section particularly so as it can have a very large impact on the success and longevity of the Company. All IBPs agree without fail to represent and present the ATLAS income potential both truthfully and accurately as well as providing all disclaimers & disclosures per this section any and all times, whether private or in a forum open to the public, in which the Compensation Plan is discussed or any type of income claim is made. This must be provided to every prospective IBP.

##### a. Income Disclaimer (Products and Services)

- i. A copy of the Income Disclaimer(s) can be found for printing or downloading from ATLAS's website at <https://www.atlasandbeyond.com>. Every prospective Customer or IBP must be provided with a copy of this disclaimer anytime (private or public) the Compensation Plan is discussed, earnings representations (average or other) or any type of income claim is made at any type of meeting or discussion.
- ii. ATLAS's Income Disclaimer is designed to convey all-inclusive information, in a truthful and timely manner regarding the income that an IBP (who applies themselves) may earn.
- iii. ATLAS requires that an IBP understand the definition of an "income claim" and the other types of statements that may not be used in conjunction with discussions of their ATLAS business. Another common mistake is providing prospective Customers and IBPs with average earnings figures or earnings representations. Henceforth, "income claim", which is any type of income representation includes the following types of statements: income testimonials, statements of average earnings or ranges of earnings, statements of non-average earnings, lifestyle representations and/or hypothetical claims.

##### b. Services (Trading - Disclosures)

- i. ATLAS trade ideas are provided uniformly to all IBPs and Customers without respect to an individual's trading objectives, suitability or financial condition. Therefore, ATLAS is **not** providing investment advice to any individual. Each individual is completely responsible for their own discretionary trading authority. ATLAS has no control or exercises any trading authority over any Customer or IBPs trades.
- ii. Each individual IBP and Customer (IBPs must convey this clearly to their respective IBPs and Customers) recognizes and is solely responsible for conducting their own adequate due diligence with regards to the risks associated with trading. In addition, by signing the Independent Brand Promoter Agreement they understand the risk and that financial loss(es) may occur.



- iii. Each individual also recognizes that ATLAS makes no representations, warranties or guarantees as to the extent by which these services may affect their own independent trading and that in no way or anytime can ATLAS be held liable or responsible for any loss suffered in the managing, oversight and/or conducting of the ATLAS services.
    - iv. A copy of trading disclosures must be presented to a prospective Customer or IBP any time an ATLAS business is presented/discussed. This can be found on ATLAS's website in the following location – <https://www.atlasandbeyond.com>.
  - c. Products Representations/Disclaimers – The IBP acknowledges they are entirely responsible for any and all written and verbal statements about ATLAS products that are not laid out in ATLAS official marketing materials.
    - i. The only claims that an IBP may make are those that appear on ATLAS Official Company Product Literature, Product catalogues, labels, webpages, etc.
    - ii. If an IBP makes any unauthorized claims, during the terms of this agreement and after its termination, they agree to hold harmless all Owners, Members, Officers, employees, IBPs of ATLAS, and indemnify them against liability in all aspects.
    - iii. Any and all product testimonials must be approved by the ATLAS Compliance department prior to being published in any format, including but not limited to online, print or other type of marketing venue.
    - iv. Product testimonials are allowed if they are of typical results of what every consumer could reasonably expect from the consuming of ATLAS products. The testimony is not allowed to make any disease prevention claims or unsubstantiated/unauthorized health claims. Under no circumstance is any claim to indicate ATLAS products will treat or prevent any illness, disease and/or injury. The same applies to claims involving animals.
    - v. The use of 3<sup>rd</sup> party scientific research is not allowed to be utilized to promote, market or sell ATLAS products unless it is part of ATLAS official marketing materials.
    - vi. The following is the statement the FDA requires to aid consumers in not confusing a dietary supplement for a drug, this statement is required to be used with many types of structure/function product claims for dietary supplements: **“This statement has not been evaluated by the Food and Drug Administration (FDA). This product is not intended to diagnose, treat, cure, or prevent any disease.”** ATLAS will place this statement in authorized claims as required and as such, if an IBP uses the same claim in writing this statement must be included.

## 5. Independent Brand Promoters – Path to Business Owner

- a. Requirements and Registration to Enrollment
  - i. Products – must reside in the United States (US) or other countries in which ATLAS has been officially launched/open for business,
  - ii. Services – Open to any country the US determines as non-terroristic,
  - iii. Be at least 18 years of age.



- iv. Provide valid tax identification – either Social Security Number (SSN), Taxpayer Identification Number (TIN), or Federal Tax Identification Number (EIN),
- v. Provide a properly executed (completed and signed) Independent Brand Promoter Agreement and the ATLAS Non-Disclosure, Confidentiality, Non-Compete, Non-Circumvention, and Non-Solicitation Agreement to ATLAS via legally accepted format (electronically, mail or fax). This includes self-enrollment on the internet through the sponsor's personal website. In this event ATLAS will accept the agreement via "electronic signature" (an electronic signature constitutes a legally binding agreement between the new IBP and ATLAS), and provide the new IBP has accepted the terms and conditions of the Agreement, and
- vi. Provide payment for the \$15 non-commissionable enrollment fee.

b. Renewal Terms and Billing

- i. To remain "active" an IBP shall renew their business on a monthly basis by submitting a monthly \$15.00 licensing fee for use of ATLAS back office, materials, and brand (due on the anniversary of their enrollment). If an IBP fails to renew by submitting any of the monthly \$15.00 licensing fees as the fees come due, they will lose all rights to their downline organization (both Customers and IBPs). If they renew/reactivate their account within sixty (60) days following the expiration of their agreement their downline shall be reinstated.
- ii. If the IBP meets the 60-day deadline for reactivation, they will resume the rank and position held immediately prior to the lapse of the Agreement, however their pay level shall not be restored unless they qualify at that same payout level in the new month (month of restoration). If the IBP does not meet the 60-day deadline and they lose their spot in the geneology tree, they are welcome to re-apply with same sponsor and go to bottom of said sponsor's tree. They will need to re-purchase a package and resume and will be on current minimum autoship price. They shall not be eligible to reapply for an ATLAS business under a new sponsor, however, for twelve (12) months following the date of lapsed expiration on their Agreement anniversary.
- iii. The IBP shall not be eligible (under any circumstances) for commissions during this expired period.
- iv. If an IBP is terminated by ATLAS, they shall not reapply for a business license for twelve (12) months from their termination date. In this case, their downline will roll up to the immediate, active upline sponsor.
- v. Billing can be set up to automatically renew each month with a debit or credit card maintained on file with the Company. Changes/adjustments can be made to this monthly subscription in the back office of their ATLAS website at any time.
- vi. In addition to the monthly licensing fee, to remain "active", the IBP must have a current Subscription to ATLAS's services. The minimum Subscription cost is \$99/month, unless they are grandfathered in as a founding member, then the minimum is a \$69.99 monthly subscription. To be considered "active" and commission qualified, IBPs must be on a minimum of 70cv autoship monthly. See the ATLAS Compensation Plan for additional information.
- vii. Upon enrollment in the Subscription service, the IBP agrees to the automatic withdrawal of the subscription fee (agreed upon at the time of enrollment), by way of debit or credit card on a monthly basis. The subscription may be canceled or modified at any time prior to the order being processed in the IBPs back office, by emailing



support@ATLASandbeyond.com, BUT REQUEST MUST BE SUBMITTED 7 DAYS PRIOR TO THE NEXT SCHEDULED AUTOSHIP TO AVOID BEING CHARGED FOR THAT NEXT MONTH. Failure to request cancellation with a 7 day notice does NOT entitle you to a refund for that autoship. In the case of product only, if the order has been shipped, please refer to the Return Policy for further details.

## 6. Marketing/Advertising

### a. Marketing Materials

- i. ATLAS will produce the necessary sales aids to promote ATLAS's products and services to prospective Customers and IBPs. Current IBPs will always have access to these marketing materials and are encouraged to utilize these materials. If an IBP wishes to develop their own promotional marketing materials (inclusive of all type of advertising, including the Internet), they must be sent for approval by the compliance department to [compliance@ATLASandbeyond.com](mailto:compliance@ATLASandbeyond.com). The IBP shall not implement these marketing materials until they receive written approval from ATLAS of said marketing materials. If the IBP's proposed marketing materials do not receive written approval the materials are deemed prohibited from use by the IBP. Marketing materials include but are not limited to, promotional materials, advertisements, sales aids, websites and any literature produced for distribution.
  - ii. IBPs shall not monetize their downline in any way or profit outside of standard compensation plan from their downline. ATLAS welcomes ideas from the field, but they must be implemented from a corporate standpoint. Any ideas that are accepted by ATLAS will be rolled out from Corporate and available to the whole Company for utilization.
  - iii. All leadership trainings branded to personal brand of leadership must get corporate approval before being rolled out to downline.
  - iv. All IBPs commit to marketing and promoting ATLAS only in a manner that is consistent with upholding the Company in a favorable representation and having only a positive effect on public interest. IBPs agree without fail to avoid all practices (marketing or personal behavior) that are unethical, immoral, misleading, discourteous or deceptive in nature.
  - v. Although the intent may be to advance the future of ATLAS any deviation from Company approved marketing may jeopardize the future of the Company by inadvertently violating any number of statutes or regulations affecting a business of this type.
- b. Compensation Plan Marketing will strictly follow the Compensation Plan as outlined in ATLAS Official Company Materials. Under no circumstances is an IBP allowed to deviate from these official materials. In addition, IBPs agree to not encourage other Customers or IBPs (current or prospective) to deviate from participation in ATLAS other than specifically outlined in Official Company Materials.
- c. ATLAS takes the guarding of all intellectual property, both that of the Company and current IBPs, very seriously. To this end, ATLAS shall not allow the use of its trademarks, designs, trade names or symbols outside of any Corporate produced and approved (in writing) sales aids by any person (Customers and IBPs) without prior written authorization. To the same end no IBP shall violate the intellectual property of another IBP, this includes utilizing their name, voice, picture or likeness in anyway, including but not limited to publishing, advertising, selling, reproducing or displaying property of the IBP.





d. Product and Services Pricing

- i. An IBP will advertise ATLAS's products and service not less than the highest company published price for the equivalent product or services.
- ii. An IBP will not utilize any form of special enticement advertising, which includes but is not limited to free membership offers or anything that offers advantages more than what is available through the Company.

e. Web Policy – personal IBP websites allowed only through company authorized services

- i. Marketing Activities – It is the responsibility of each IBP to ensure that their online marketing activities are not misleading or deceptive in any way. These activities must be truthful and not give potential Customers or IPBs any false information. ATLAS will not tolerate misleading or deceptive marketing activities by any IBP. This includes, but is not limited to the following practices:
  1. Any form of representation of being an authorized ATLAS Corporate Representative,
  2. Search engine optimization (SEO) with unethical tactics,
  3. Spam linking (or blog spam),
  4. Unapproved web banner ads,
  5. Unauthorized press releases and click-through ads that are misleading (those which appear to resolved to an official ATLAS Corporate site but goes elsewhere).

ATLAS has sole discretion in deciding acceptable or not acceptable marketing activities.

ii. Websites – IBP Websites for promotion of their business

1. IBP Replicated website is an IBP tool offered by ATLAS (either from Corporate or an approved vendor). IBPs Replicated websites provide an IBP with the tools and means for prospecting, generating leads, selling services, communicating with others and advancing their ATLAS business. **This is the preferred method of promotion.**
2. External Websites are allowed to promote an IBPs ATLAS business if they wish but must follow strict guidelines as outlined below. In addition, the IBP is exclusively liable and responsible for the website, this includes but is not limited to content, messaging, information, and claims. At no time may the website contain any popup ads, promotions, or malicious code. The IBP must adhere to all best practices as outlined in this Agreement when creating the website, including all ATLAS guidelines and procedures. The IBP must agree to modify the contact of the website to keep up to date with current ATLAS policies.
  - a. The website must clearly identify that the owner is an Independent Brand Promoter for ATLAS.
  - b. Follow all best business practices as outlined in this Policies and Procedures document including but not limited to image usage, trademarks, and branding.
  - c. Contain the appropriate trading and income disclaimers as necessary.
  - d. Modify the website as requested by ATLAS at any time for any reason.
  - e. Utilize only Company approved wording and images.



3. IBPs are not allowed to register (or use) domain names, email addresses and/or any online aliases that could potentially cause confusion, be misleading, or deceptive to the public. The communication must not cause an individual to assume or believe that the communication is coming from or the property of ATLAS, whether as appearing to be the sender of the email or in any other form.
  4. Examples of improper domain names (URL) or email addresses include but are not limited to:
    - a. [www.ATLASDirect.com](http://www.ATLASDirect.com), [www.ATLASCorporate.com](http://www.ATLASCorporate.com)
    - b. [joe@ATLAS.com](mailto:joe@ATLAS.com), [joe@ATLAScorporate.com](mailto:joe@ATLAScorporate.com)
  5. Examples of allowed domain names, email addresses and/or online aliases are as follows but not limited to:
    - a. [joe@ATLASindependentbusinesspromoter.com](mailto:joe@ATLASindependentbusinesspromoter.com)
    - b. Facebook.com/ATLASRocks
  6. What is considered acceptable and what could cause confusion or be misleading/deceptive is in the sole discretion of ATLAS. An IBP that has any question about whether their chosen name is acceptable may submit it to the ATLAS Compliance Department for review.
- iii. Social Networking Sites - Social networking websites such as but not limited to Facebook, LinkedIn, Instagram, various blogs and forums, and/or other social shared interest sites are allowed to be utilized to market an IBPs business. These sites are allowed only to share information about ATLAS, our mission, and business opportunity. These sites may also be utilized for prospecting and sponsoring but they may not be used to sell or offer specific ATLAS services. The following are some, but not all, factors that must be followed to be considered acceptable by ATLAS:
1. Any social media group you create must have at least one member of corporate in it.
  2. Any profiles generated by an IBP that mentions ATLAS in any form (in any social media community) must clearly identify the IBP as an IBP of ATLAS and must appear as herein described in the Policies and Procedures.
  3. An IBP agrees that when participating in any of these communities they will conduct themselves in a respectful manner and shall not engage in any conduct that would bring disrespect upon themselves or ATLAS in any way. In addition, they agree to refrain from any inappropriate comments, images, video, conversations, audio files, or any adult, profane vulgar, or discriminatory content in any fashion. ATLAS reserves sole discretion on what is considered appropriate or inappropriate. If determined to be inappropriate by ATLAS Corporate, ATLAS reserves the right to enforce disciplinary action and/or termination of offending IBP.
  4. By signing the IBP Agreement, an IBP is agreeing that should ATLAS determine their content to be non-compliant that they will immediately take down the site/content at ATLAS's request. After the site/content has been taken down the IBP may appeal the decision, such appeals should be directed to the email address set forth in the policy addressing dispute resolution.

iv. Other Web Marketing Avenues



1. Online Classified ads (including Craigslist) may be utilized to prospect, recruit, sponsor, and/or inform the public about the ATLAS sales opportunity, products, or services. These adds may not be utilized to promote, sell, or list specific ATLAS products or services.
  2. Online Retailing is only allowed through the approved IBO replicated website, provided by ATLAS for each IBP. No other online retail store or ecommerce site may be utilized to sell ATLAS products or services. An IBP shall not enlist or knowingly allow a third-party to sell ATLAS products or services on any online retail store or ecommerce site. Social Media websites such as Facebook are allowed to be utilized to promote the ATLAS business, provided approved links to the IBPs replicated website are included for sales and order processing. Online sales are allowed only through the IBP Replicated website (or Corporate site) period.
  3. Banner Advertising is allowed if the IBP uses only ATLAS approved images and/or templates. The add must link to the IBPs replicated website.
  4. Pay-Per-Click (PPC) Ads and/or Sponsored Links are allowed by ATLAS, provided the destination URL is the IBPs replicated website. The display URL must also reflect the IBPs website. In addition, the user may not be led in any fashion to assume they are being led to an ATLAS Corporate website.
  5. These forms of marketing are allowed provided the IBP follows all other requirements of this agreement, i.e. identifying themselves as an IBP of ATLAS, utilizing only approved images and versions of trademarked logos. In addition, abstaining from all false or misleading information and following all claims as outlined in this Agreement.
- v. Spam linking is prohibited. Spam linking is defined as multiple, consecutive submission of the same or similar content into websites, blogs, guest books, wikis, or other online discussions board or forums open to the public.
- f. Other Marketing Avenues, i.e. newspapers or other avenues – these avenues are allowed but must follow the same rules as web marketing. In addition, the ads shall not imply, in any form or fashion, that any type of employment is offered or available for full or part time employment that guarantees an income, whether salaried or hourly wages. The ad shall not directly or indirectly indicate the possibility of a job position available. All references to compensation must contain the word “commissions” in conjunction with the compensation reference. In addition, the advertisements may not contain any references to ATLAS or its products or services. Use of any ATLAS tradenames or trademarks is also strictly forbidden. As with the web marketing policies, any requests for alterations or variances to these rules must be submitted to ATLAS and approved in writing prior to publication. Inquires can be sent to ATLAS’s Compliance Department.

The IBP shall not, in any form or fashion, lead someone to believe they are dealing with ATLAS’s Corporate Offices through the ads or marketing materials created. This includes not answering phone calls and representing themselves as “ATLAS” or by any other name or manner that would lead the caller to believe they have reached ATLAS’s Corporate offices. The IBP may only represent that they are an Independent Brand Promoter of ATLAS.



- g. ATLAS follows the federal CAN SPAM Act and does not allow IBPs to send unsolicited emails unless such emails comply strictly with that act as well as all other applicable laws and regulations. If an IBP wishes to send emails to promote ATLAS products, services or business opportunity, the email must strictly comply with the following:
- i. The email must contain a functioning return email address to the sender.
  - ii. The email must clearly indicate the option for the recipient to “opt-out” (functioning “opt-out”) of the emails. It must be clearly state that the recipient can reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent.
  - iii. The physical mailing address of the IBP must be included in the email.
  - iv. The fact that the message is a solicitation and/or advertisement must be clearly disclosed.
  - v. Under no circumstances may the subject lines and/or headers contain deceptive and/or false information.
  - vi. Whether received by email or regular mail, any and all opt-out requests, must be honored. In addition, the IBP must forward opt-out requests received from a recipient of an email, to the Company. ATLAS may periodically send commercial emails on behalf of IBPs. By entering into the Agreement, IBP agrees that the Company may send such emails and that the IBPs physical and email addresses will be included in such emails as outlined above. IBPs shall honor opt-out requests generated as a result of such emails sent by the Company.
  - vii. IBPs may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their ATLAS businesses, except as provided in this section.
- h. Media and Media Inquiries – To ensure the proper public image and consistent information regarding ATLAS is provided to the public, an IBP agrees to immediately refer the media (should they be contacted) to ATLAS’s Compliance Department. In addition, an IBP shall not initiate contact with the media or attempt to respond to inquiries by the media.

## **7. Compensation – Commissions and Bonuses**

- a. Qualifications to receive compensation – in order to receive commissions and bonuses from ATLAS the IBP must meet the following:
- i. Comply with the terms of the Agreement and these Policies and Procedures,
  - ii. Be in Good Standing,
  - iii. Meet all qualifications as outlined in the ATLAS Compensation Plan (see that document for additional information).



- b. ATLAS does not allow Bonus buying in any form. The following practices constitute Bonus Buying
  - i. Qualifying for commissions or bonuses by purchasing ATLAS services on behalf of another Customer or IBP,
  - ii. Enrolling or attempting to enroll fictitious or non-existent individuals or entities as Customers or IBPs,
  - iii. Fraudulently enrolling an individual or entity as a Customer or IBP,
  - iv. Enrolling an individual or entity without the knowledge of and/or consent by such individual or entity and executing an Agreement on behalf of said individual or entity, and/or
  - v. Any other attempt to qualify for rank advancement, commissions, bonuses, incentives, or prizes that is not driven by actual product or service purchases by an end user that consumes the product and/or service.
- c. An individual can only have one account in the system (this is one account per person not per household).
- d. An individual is not allowed to have both an IBP account and a Customer account.
- e. An Active IBP's personal product purchases are not used to qualify them for earnings. An Active IBP may not earn any commissions on their own personal product purchases.
- f. On weekly basis ATLAS will not pay out more than 45% of Commissionable Volume. Any earnings over this cap will be adjusted to this percentage.
- g. Reports, Errors and Omissions – ATLAS always strives to provide information regarding personal sales volume (or any part thereof), and downline sponsoring activity as accurately as possible. However, due to the inherent nature of the possibility of errors from coordination by both humans and mechanical systems, inaccuracies will arise from time to time. These can include but are not limited to electronic check and credit card payment denial, inaccurate or incomplete order entry, etc. If an IBP believes any errors have been made regarding downline activity reports, charges, commissions, or bonuses, they must notify ATLAS within thirty (30) days of the date of the purported error or incident in question. The notification must be in writing.

## 8. Returns (Refunds, Cancellations and Non-Renewals)

- a. Refunds – ATLAS offers a satisfaction guarantee on all products and services as follows:
  - i. Services – refundable within the first three (3) days of purchase. This applies to first time orders and all initial fees. All subsequent fees are nonrefundable, i.e. monthly charges on an ongoing basis.
  - ii. Products – are refundable within the first thirty (30) days of purchase. See refund policy for details.
  - iii. Returns may be requested by contacting the company directly by email at [returns@ATLASandbeyond.com](mailto:returns@ATLASandbeyond.com). See refund policy for additional information and details.



- iv. All bonuses and commissions tied to the refunded service or product will be deducted from the IBP who received the sales commissions or bonuses on the same service or product. Deductions will occur in the month in which the refund is given. If the refund is larger than the commissions for that month the deductions will continue each month until the full amount of the commission is reimbursed to ATLAS.
- b. Cancellations – ATLAS will continue to pay commissions in accordance with the Compensation Plan if the IBP remains active and complies with all terms of both the Agreement and these Policies and Procedures. The commissions and bonuses paid by ATLAS under the terms of this agreement constitute the entire consideration for the IBPs efforts in developing a business, this includes but is not limited to all activities related to generating sales by developing Customers and building a downline organization. **If at any time the IBP effects cancellation of their business by non-continuation, voluntary or involuntary cancellation of their Agreement, or cancellation due to inactivity, the former IBP relinquishes all right, claim, interest or title to the downline organization which they operated, including any commission or bonuses from the sales generated by that organization. The IBP further acknowledges that upon cancellation (for any reason) they waive all rights, including by not limited to property rights, in the downline which they may have had while their Agreement was valid.**

Cancellation of both the IBP monthly license fee and/or the monthly subscription fee (products or services) is allowed at any time, regardless of the reason for cancellation. The cancellation must be submitted in writing to ATLAS at its Customer Support email address [support@ATLASandbeyond.com](mailto:support@ATLASandbeyond.com). An IBP who cancels their Agreement (monthly license fee) shall receive commissions and bonuses only for the last full pay period the IBP worked prior to the cancellation. If the Agreement is involuntarily canceled by the Company for any reason the commissions and bonuses will be withheld during the investigation period and released if warranted upon completion of the investigation. An IBP understands that upon cancellation of their Agreement they will no longer hold themselves out as an ATLAS IBP and will not have the right to sell any of ATLAS's products or services.

- c. Non-Renewal – ATLAS considers an IBP to have voluntarily canceled their IBP Agreement by non-payment of the monthly renewal fee. If the IBP wants to reinstate their business without lapse, they have a 60-day grace period within which to get back into compliance for failure to pay the administrative fee.

## 9. Independent Brand Promoter Responsibilities

- a. Training Requirements of Sponsoring IBP
  - i. Initial – Each IBP that enrolls new IBPs into their organization acknowledges that they are required to train their new IBPs to ensure their downline is properly operating their ATLAS business and all Policies and Procures are being followed. The enrolling IBP must provide a copy (the most current version) of these Policies and Procedures, the Income Disclaimer Statement and the Compensation Plan. These documents must be provided before the new enrolling IBP signs the IBP Agreement.



- ii. Ongoing – ATLAS requires that IBPs continue to train and monitor their downline organizations to ensure improper product, services or business claims are not being made as well as ensuring their downlines are not engaging in any inappropriate or illegal conduct. IBPs shall not in any way monetize their downline or profit from their downline outside of the standard ways as outlined in the Compensation Plan. In addition, any change to corporate slides or marketing materials must be approved through compliance ([compliance@ATLASandbeyond.com](mailto:compliance@ATLASandbeyond.com)). We recognize that leaders will have their own training methods, but these must be rolled out from the corporate level down and made available company wide. ATLAS will not tolerate certain teams within the Company having access to proprietary information that is not made available company wide.
  - iii. Communications – The sponsoring IBP is encouraged to have ongoing communication and contact with the IBPs in their downline organization. Examples of communication may include, but are not limited to, person to person meetings, team calls, email, voicemail, newsletters, telephone, attending ATLAS meetings with IBP, training session, written correspondence and any other similar function.
- b. Administrative Items – Each IBP is required to make sure they have accurate information on file with ATLAS regarding their address, telephone number and email address. This requirement can affect timely delivery of commission checks, communications and/or delivery of support materials. If these items need to be updated the IBP must submit an amended Agreement with this information.
  - c. Image – IBPs acknowledge and agree to at no time make any negative, demeaning or disparaging remarks about ATLAS, including but not limited to ATLAS products, services, Compensation Plan, etc., other IBPs, owners of the Company, directors, officer, board members or employees of ATLAS. This type of behavior will not be tolerated and is grounds for immediate termination of an IBPs Business Agreement as well as the termination of any other position held by an entity or member of a household directly related to the offending IBP.
  - d. Violation of Policies – If at any time an IBP observes violations of any of ATLAS's policies and procedures by another IBP, they shall immediately submit a written report of the violation to ATLAS's Compliance Department. The report must include all pertinent and supporting information and ATLAS assures the reporting IBP that all information that is submitted will be kept strictly confidential.

## **10. Standard Operating Procedures of an ATLAS Business**

- a. Sales Requirements – See the ATLAS Compensation Plan for additional details.
  - i. The sale of ATLAS products and services to end consumers is the objective of each IBP in the building of a successful business. Each IBP agrees to only purchase services that they will utilize themselves and product inventory that they and/or their family will personally consume, will use a sales tool for sample, or will resell to Customers out of their inventory.
  - ii. Products only – ATLAS strictly prohibits the purchase of products solely for hitting ranks or collecting bonuses. The IBP agrees to using at least 70% of every product order placed with the Company, as outlined above prior to placing another order. If requested by the Company or a regulatory agency the IBP must be able to produce records to certify compliance to this requirement.



- b. Indemnification and Endorsements – Each IBP understands and acknowledges they are fully responsible for all verbal and/or written statements they make regarding all of ATLAS's products and/or services, the Compensation Plan, and any other income potential, which are not explicitly called out in Official Company Materials. **IBPs expressly agree to indemnify ATLAS and hold ATLAS harmless from any and all liability including lost business, civil penalties, attorney fees, refunds, judgements, or court costs incurred by ATLAS as a result of the IBPs unauthorized actions or representations. This provision shall survive the cancellation or termination of the Independent Brand Promoter Agreement.** In addition, each IBP acknowledges that no claims or endorsements may be made except those contained in Official Company Materials as to any of ATLAS's products or services. This includes any representation or implication that ATLAS (products, services or Compensation Plan) is in any way sanctioned, endorsed or approved by any governmental agency. No network marketing company, direct selling company, or any other similar type of program are endorsed by either federal or state agencies or officials.
- c. Identification of each IBP business – ATLAS will provide each IBP with a unique identification number upon enrollment that will be tied to their business and will be used to track their downline, track commissions and bonuses and place all orders. ATLAS requires each IBP to provide one of the following, 1) Social Security Number, 2) Federal Employer Identification Number, 3) their Government Issued ID Number, or 4) Taxpayer Identification Number to link to their unique IBP Number. This identification is required either on the Independent Brand Promoter Agreement or at the request of the company. If the IBP enrolls online the online enrollment will provide a place to input this information.
- d. Independent Contractor Status and Income Taxes – Each IBP acknowledges that they are an Independent Contractor and not an employee, partner, agent or joint venture participant with ATLAS. **IBP waives any claim that the IBP is an employee, partner, agent, or joint venturer of or with ATLAS. IBP waives any claim of ATLAS owing the IBP a fiduciary duty.** Pursuant to this acknowledgement each IBP understands they are fully responsible for paying all self-employment taxes, including all local, state and federal income taxes, in addition to any other taxes required by law. Every year, ATLAS will provide each IBP with an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service.

If an IBP has a tax-exempt status and wishes to run a tax-exempt ATLAS business, they must provide a Federal Tax Identification Number that reflects that status. If the IBP does not provide a valid SSN, TIN or EIN, they are subject to the federal backup withholding laws .

The IBP by acknowledging they are an Independent Contractor understands they have no authority to bind ATLAS to any obligation. In addition, they understand they must obey any federal, state, and local laws, as well as all rules and regulations developed by ATLAS and pertaining to their ATLAS Business. This includes the selling, distributing, advertising, acquisition, holding or receipt of all of ATLAS's products and services and/or sales opportunity.

As an Independent Contractor the IBP agrees that all marketing, business cards and correspondence in relation to or connected to the IBPs business shall contain the person's (or Entities) name followed by the term "Independent Brand Promoter". The IBP understands they may only represent themselves as an IBP of ATLAS.

- e. Business Entity as an Owner – An IBP may apply for an ATLAS business license as a corporation, partnership, limited liability company, limited partnership, or trust ("Business Entity") by enrolling with an IBP Agreement through one of the standard enrollment options. In addition, they must provide the business entities Certificate of Incorporation, Articles of Organization, By-Laws, Partnership Agreement, Company Agreement or Trust documents ("Entity Documents") as appropriate for the specific type of entity. In an individual enrolled as a sole proprietor (SSN) they may change from an individual to a Business Entity by submitting the same required documentation. They may also change from one type to another throughout





the course of their ATLAS business by providing the appropriate documentation. When submitting the IBP Agreement, they must have all partners, shareholders, members, managers, general partners, or trustees sign the document. Each member of the entity understands and acknowledges they are jointly and severally liable for any indebtedness or similar obligation to the Company.

- f. Insurance – ATLAS recommends that IBPs contact their insurance agent to insurance needs for their business. Often a homeowner’s policy does not cover business related damage to, or theft of, inventory or business equipment, or business-related injuries. **ATLAS IS NOT RESPONSIBLE FOR LOSS, DAMAGE, OR THEFT OF ANY INVENTORY OR BUSINESS EQUIPMENT IN THE POSSESSION OF AN IBP. IBP EXPRESSLY WAIVES ANY CLAIM AGAINST ATLAS FOR DAMAGES RESULTING FROM THE LOSS, DAMAGE, OR THEFT OF ANY INVENTORY OR BUSINESS EQUIPMENT IN THE POSSESSION OF IBP.**
- g. Solicitations
  - i. ATLAS IBPs – ATLAS does not restrict IBPs from enrolling or participating in other network marketing or multilevel (“Network Marketing”) businesses as long as they are not directly competitive with ATLAS. In order to participate and recruit to another competing network marketing company, one would need to cancel with ATLAS and wait a period of 6 months. The only requirement is that the IBP (during the term of their Agreement) agrees to not directly or indirectly recruit other ATLAS Customers or IBPs unless they personally sponsored said Customer or IBP to another directly competitive Network Marketing business. This restriction lasts for a period of six months after the cancellation of an IBP’s Agreement with ATLAS, except for those ATLAS Customers or IBPs personally sponsored by the IBP in question. In addition, the ATLAS IBP may not offer non-competing ATLAS opportunities, products, or services at any ATLAS related meeting, seminar or convention.
  - ii. Other Direct Sales Entities – If an IBP engages in solicitation of members of other direct sales companies to join them in the sale or distribution of ATLAS products or services, they acknowledge they bear the full risk of being sued by the other direct sales company. ATLAS will not be responsible nor bear any of the costs of litigation should a lawsuit, arbitration or mediation be filed against the IBP for the allegations of inappropriate recruiting activity of the other direct selling companies’ customers or sales force. In addition, ATLAS will not indemnify the IBP for any judgement, settlement, or award.
  - iii. Competing Goods or Services – ATLAS restricts the sale or promotion of competing non-ATLAS products or services to ATLAS Customers or IBPs. This restriction is in place during the term of their Agreement . A competing product or service is deemed to be all products, services or Network Marketing opportunities in the same generic categories as ATLAS. Differences in quality, cost, programs, or other distinguishing factors do not waive this requirement.
- h. Privacy and Confidentiality – ATLAS takes the safeguarding of Customer and IBP information seriously. All IBPs acknowledge that they are required to abide by all portions of ATLAS’s Privacy Policy with regard to Customers and IBPs information.
- i. Business Planning/Strategies
  - i. Sponsoring – to be eligible to sponsor new ATLAS Customers and IBPs the sponsoring IBP must be active, as outlined in the Compensation Plan, and in good standing per all other requirements of the Agreement and these Policies and Procedures. ATLAS reminds IBPs that each prospective Customer or IBP has the sole right to choose who



is their Sponsor. The first application ATLAS receives is controlling if two IBPs claim to be the Sponsor of the same new Customer or IBP.

- ii. One ATLAS Business per Individual – ATLAS allows an individual (sole proprietorship or Entity) to operate or receive commission only from one ATLAS business. In addition, an IBP may have ownership interest in only one ATLAS business. This includes but is not limited to ownership interest that is legal or equitable, as a partner, shareholder, member, trustee or beneficiary of more than one ATLAS business.

This does not hinder individuals in the same “family unit” from each operating their own ATLAS business. This includes interest in either a sole proprietorship, partnership, corporation, etc. The one caveat is that each subsequent family position is placed frontline to the first family member enrolled.

- iii. The Line of Sponsorship (LOS) is a report generated by ATLAS the contains critical data including, but not limited to, identities of IBPs, sponsorship trees, sales information, enrollment activity/data, and all IBP information generated as a result of building a business with ATLAS. This report contains confidential and proprietary information. The information in the LOS, of which ATLAS is the exclusive owner of all Proprietary information, has been derived over time with considerable expenditure of time, resources, and effort by the Company. ATLAS being the exclusive owner of this propriety information uses the Data Management Rule to protect the LOS for the benefit of the Company, as well as all IBPs. ATLAS keeps the LOS proprietary and confidential and treats it as a trade secret, one that is unique and commercially advantageous. Through this Rule, only as necessary and to facilitate their business as outlined by these Policies, IBPs are granted a personal, non-exclusive, non-transferable and revocable right by ATLAS to use Proprietary Information. The Company reserves the right to deny or revoke this right, at any time upon 5 business days’ notice to the IBP stating the reason(s) for such denial or revocation, whenever, in the opinion of ATLAS, such is necessary to protect the confidentiality or value of Proprietary Information. All IBPs acknowledge they are required to maintain Proprietary Information in the strictest confidence and shall take all appropriate measures to safeguard this Proprietary Information, including maintaining the confidentiality of the information and this Proprietary Information is the Confidential Information subject to the ATLAS Confidential Disclosure Agreement.
- iv. Enrolling a new Independent Brand Promoter – all IBPs in good standing per these Policies may enroll others to become IBPs in their organization. An IBP has 72 hours to place their newly enrolled IBP within their organization. In addition, the enrolling IBP or the new IPB may submit a request for a change of sponsor or placement within the first 72 hours of enrollment. The IBP may place newly enrolled IBPs in their “holding tank”. The new IBP will remain in the holding tank for 72 hours, at which time they will automatically be placed in the enrolling IBPs organization according to that IBP’s settings in the ATLAS back office. Any IBPs in a holding tank, regardless of time in the holding tank, will be placed into an organization after the expiration of 72 hours for commissions according to the settings, if not placed elsewhere by IBP before the expiration of 72 hours.
- v. Stacking – Stacking occurs when an IBP manipulates the ATLAS Compensation Plan and/or marketing plan in order to trigger a promotion or commissions off a downline IBP in an unearned manner. This is strictly prohibited. This generally occurs when a sponsor places a new Customer or IBP under an inactive downline IBP in order to trigger the promotion or commissions mentioned above. Often the inactive downline member does not know or have any relationship with the newly enrolled member. This type of conduct is unacceptable and unethical. ATLAS reserves the right terminate the IBP’s position and the position(s) of any and all individuals found to be directly involved.



- vi. Cross Sponsoring – ATLAS strictly prohibits cross sponsoring (“cross-group sponsoring”). The definition of cross-group sponsoring is the enrollment, indirect or otherwise, of an individual or entity that already has a current Customer or IBP number on file with ATLAS. This includes an Agreement with ATLAS within the preceding twelve (12) calendar months, within a different sponsorship line. This restriction encompasses actual or attempted cross-group sponsoring. This policy cannot be circumvented using a Business Entity, a spouse’s or relatives name, trade names, DBAs, assumed names, Federal Tax Identification Numbers or any other form of identification (real or fictitious). The “Sale, Transfer, or Assignment” of an ATLAS business is not prohibited by this policy. See next section for the terms of that policy.
- vii. Change of Sponsorship or Placement Changes- requests for sponsorship or placement change must be sent to [compliance@atlasandbeyond.com](mailto:compliance@atlasandbeyond.com). Changes can be made within 3 days of signup. Outside of those three days, changes can not be made except on a case-by-case basis and only with written approval from Compliance after review.
- viii. Sale, Transfer, or Assignment of an ATLAS Business – Even though ATLAS and the IBP recognize that the IBP’s ATLAS business is an independently owned and operate business, if the IBP wishes to sell, transfer, or assign ownership of said business there are certain limitations and obligations that must be met as follows:
  - 1. Notify ATLAS’s Compliance Department of their intent to sell their ATLAS Business,
  - 2. The position must be sold, transferred or assigned in its entirety – they may not do so in portions,
  - 3. The buyer or transferee must become a qualified ATLAS IBP – meeting all necessary requirements to own and operate an ATLAS business, including executing an Agreement. If the buyer is already an active IBP with ATLAS, they must first terminate their current ATLAS IBP position and wait the necessary six (6) calendar months before the transaction can be completed,
  - 4. The IBP selling the business must be in good standing, with no violations of any of the terms of the Agreement,
  - 5. The business must remain in the same line of sponsorship. The ATLAS business must continue to be operated in that same line of sponsorship,
  - 6. If the selling IBP has any debt obligations with ATLAS the debt must be remedied to the satisfaction of ATLAS, with written confirmation of such satisfaction from ATLAS, before the sale, transfer, or assignment can take place.
- ix. Succession planning – An ATLAS business can be transferred to an IBPs heirs, upon their death or incapacitation. For this transfer to take place the proper legal documentation must be submitted to ATLAS to review and approve of the transfer. Once the transfer is approved (whether by will or other testamentary process) the transferee obtains the right to all commissions and bonuses due to the deceased or incapacitated IBPs. There are criteria that need to be met as follows for this to hold true:



1. The new IBP (successor) must have an executed IBP Agreement and the ATLAS Non-Disclosure, Confidentiality, Non-Compete, Non-Circumvention, and Non-Solicitation Agreement on file,
  2. They must comply with all terms and conditions of the Agreement,
  3. They must meet all necessary qualifications of the compensation plan depending upon the rank of the deceased IBP,
  4. They must provide a valid address to be input into the system as the new “address of record”,
  5. If the business is willed or transferred to joint successors, they must form a Business Entity (and follow all requirements for a Business Entity) as ATLAS will not issue more than one IRS Form 1099 MISC per position.
- x. Separation of an ATLAS Business due to divorce or dissolved Business Entity – If an ATLAS IBP is operating their ATLAS business as a married couple partnership, regular partnership, corporation, limited liability company, limited partnership, or trust and as such time as the marriage may end in divorce or the Business Entity dissolves steps must be taken to make arrangements for the proper division or separation of their ATLAS business. This division or separation must be done in such a way that it does not adversely impact either the upline or downline of their organization. This includes but is not limited to income and/or interests of the involved parties. ATLAS reserves the right to terminate the IBP’s Agreement at any time if the separating/dissolving parties do not provide for the best interest of the Company and involved IBPs. There are two options the parties have during the divorce or dissolution of the entity. They may either appoint one party as the operating partner or continue a “business as usual” manner. These options are outlined as follows:
1. Operating Partner – the relinquishing spouse, partners, shareholders or trustees can authorize ATLAS to deal directly and solely with the other spouse or non-relinquishing partner, shareholder, member, manager, or trustee. The remaining party, with consent from the other(s), will operate the business and ATLAS will solely with the non-relinquishing spouse, partner, shareholder, member, manager or trustee.
  2. Business as Usual – In this scenario the ATLAS business will continue to operate as it did prior to the divorce filing or dissolution proceedings. This includes but is not limited to all compensation will be paid to the same entity (under no circumstance will ATLAS split commission or bonus checks), the company will issue the commissions checks to the same individual or entity, the downline organization will remain exactly the same and under no circumstances will it be divided and the Company will issue only one commission check per IBP business per commission cycle. This is the default procedure if the parties cannot agree, however ATLAS will never remove a party to a business without written consent with signature. ATLAS reserves the right to involuntarily cancel the IBP Agreement if the parties cannot agree on the disposition of commissions and ownership of the business in a timely fashion.

If the relinquishing party wants to re-enroll with a new ATLAS business the type of entity makes a difference in their options as outlined below but under no circumstances will they have rights to any of the Customers or IBPs in their former organization. Their business must be built as if any other new IBP builds their business. The options are as follows:



- a. Spouse – if the former spouse has completely relinquished all rights to the original ATLAS business, they are free to enroll under any sponsor of their choosing without waiting six (6) calendar months.
  - b. Business Entity – the former member, shareholder, partner or trustee who retains no interest in the business must wait six (6) calendar months from the date of final dissolution, before re-enrolling. At the end of the 6 months they may enroll under any sponsor they choose.
- xi. Harassment of ANY kind – ATLAS will not tolerate harassment of any kind within the Corporate or IBP business arena. ATLAS will do everything in its power to provide Customers and IBPs with a work and social (if related to ATLAS in any way) environment that is free from abuse, harassment, and intimidation. ATLAS strictly prohibits harassment such as: bullying of any kind, inappropriate sexual behavior including, but not limited to, requests for sexual favors or unwelcome sexual advances, displaying visual images of a sexual nature, physical or verbal (threatening and/or derogatory comments of any kind) harassment or violent behavior at any time. ATLAS encourages all IBPs to report incidents of harassment immediately and EXPECTS leaders of organizations to act when they are aware of such issues within our sales force.

## 11. Disciplinary and Dispute Resolution Proceedings

- a. Disciplinary Actions – If at any time ATLAS finds that an IBP is in violation of these Policies and Procedures, the Agreement, any common law duty, including but not limited to any applicable duty of loyalty, any fraudulent, unethical, deceptive or illegal business conduct, or any omission or act by an IBP that, in the sole discretion of ATLAS, may damage its reputation or goodwill in any facet of business related or unrelated to the ATLAS business, ATLAS may enforce, at its discretion, one or more of the following corrective actions, and ATLAS may apply these corrective actions to all positions held by members of the household of the offending party. In other words, we reserve the right to terminate/suspend/take corrective measures not only against the offender's position, but also against positions held by entities, spouses, or children within the household of the offending party:
  - i. Send the IBP a written warning or admonition (via mail or electronic format),
  - ii. Require the IBP to take immediate corrective measures,
  - iii. Withhold one or more commission and bonus checks,
  - iv. Impose a fine on the IBP, ATLAS may recover this fine by withholding commission and bonus checks,
  - v. ATLAS may withhold from the IBP part or all of commission and bonus checks during the investigation period of conduct contrary to the Agreement. If the IBP's business is canceled for disciplinary reasons, the IBP will not be entitled to any of the commissions and bonuses withheld during the investigation period,
  - vi. ATLAS may suspend an individual's IBP Agreement for one or more pay periods,
  - vii. ATLAS may terminate, on an involuntary basis, the offender's IBP Agreement,
  - viii. Any other measure expressly allowed within any provision of the Agreement or which ATLAS deems practicable to implement and appropriate to equitably resolve injuries



caused partially or exclusively by the IBP's policy violation or contractual breach, and/or

- ix. Instituting legal proceedings for monetary and/or equitable relief. All disciplinary actions are at the sole discretion of ATLAS and each violation is reviewed on a case-by-case basis.

b. Mediation – The step prior to arbitration.

The parties agree to meet in good faith and attempt to resolve any and all disputes arising from the Agreement through non-binding mediation, prior to instituting arbitration. A mediator, who is mutually acceptable to the parties shall be appointed. The parties shall equally divide any and all mediator's fees and costs, as well as the costs of holding and conducting the mediation. The fees and costs shall be paid by each party 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 Dallas, Texas, and shall last no more than two (2) business days.

c. Arbitration – **If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.**

All rights to trial by jury or to any court are waived by the IBP. All arbitration proceedings shall be held in Dallas, Texas. All parties shall be entitled to all discovery rights pursuant to Level 2 of the Texas Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

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

Nothing in these Policies and Procedures shall prevent ATLAS 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 ATLAS'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.

- d. Governing Law, Jurisdiction and Venue - Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Dallas, Texas (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of law principles. Exclusive venue for any litigation shall be in Dallas County, Texas and any litigation shall be brought exclusively in the State District Courts of Dallas County, Texas. The Parties waive any personal jurisdiction or venue (including, without limitation, a challenge based on inconvenience) in Dallas County, Texas and personally consents to the jurisdiction of the State District Courts of Dallas County, Texas. The Federal Arbitration Act shall govern all matters



relating to arbitration. The laws of Texas shall govern all other matters relating to or arising from the Agreement.



## 12. Definitions:

**AGREEMENT:** The contract between the Company and each IBP, which includes: the Independent Brand Promoter Agreement, the ATLAS Policies and Procedures, the ATLAS Non-Disclosure, Confidentiality, Non-Compete, Non-Circumvention, and Non-Solicitation Agreement, and the ATLAS Compensation Plan, all in their current form and as amended by ATLAS in its sole discretion. These documents are collectively referred to as the "Agreement."

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

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

**COMMISSIONABLE VOLUME:** The currency-based number attached to ATLAS's products and services that is used in calculating qualified IBP's total commissionable earnings.

**CUSTOMER:** A Customer who purchases ATLAS's products and/or services and does not engage in building a business or selling the service.

**FAMILY UNIT** – Spouses and dependent children living at or doing business at the same address.

**INDEPENDENT BRAND PROMOTER (IBP):** An individual who purchases product and services and generates sales and business building commissions.

**LINE OF SPONSORSHIP (LOS):** A report generated by ATLAS that provides critical data relating to the identities of IBPs, sales information, and enrollment activity of each IBP's organization. This report contains confidential and trade secret information which is proprietary to ATLAS and subject to the ATLAS Non-Disclosure, Confidentiality, Non-Compete, Non-Circumvention, and Non-Solicitation Agreement.

**ORGANIZATION:** The Customers and IBPs placed below a particular Independent Brand Promoter.

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

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

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

**SPONSOR:** An IBP who enrolls a Customer or another IBP into the Company and is listed as the Sponsor on the Independent Brand Promoter Agreement. The act of enrolling others and training them to become IBPs is called "sponsoring."

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

