



TRANONT™
CHANGE LIFE

POLICY MANUAL



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Section 1. Introduction

This Tranont Policy Manual (Policy Manual) has been incorporated into and made part of the Terms and Conditions of the Associate Agreement. This Policy Manual, the Terms and Conditions, the Associate Agreement, and the Tranont Compensation Plan constitute the entire agreement (“Contract”) between iMoney Tools, LLC dba Tranont (“Company”) and the Associate. Tranont may amend the Contract, or any part therein, in accordance with the provisions contained herein.

An Associate’s failure to comply with the provisions of this Policy Manual or any of the referenced documents comprising the Contract between the Company and an Associate may, in the sole discretion of the Company, result in any or all of the following: termination of the Membership of the Associate, loss of the right to sponsor other Associates, loss of the right to receive Commissions, loss of formal recognition by the Company, and suspension or termination of other rights and privileges.

- A. **The Tranont Mission:** Tranont is differentiated by our ability to demonstrate that we truly have the best people, products, culture, and opportunity in the direct sales industry. From our innovative products and unique business opportunity to our lucrative compensation plan and uniquely empowering culture, Tranont leads the way with an opportunity that is distinctive among direct sales organizations.

Tranont is committed to ongoing development and innovation. We create and maintain world-class products and services in the financial services and health improvement arenas. In addition, we are always evaluating ways that we can further augment our business opportunity to assist our associates in their business building efforts. In short, our success hinges upon the success that each of our associates achieve. That is why our stated goal and vision is to help individuals everywhere improve their health, earn more income, take control of their finances, and solidify their financial future.

- B. **Tranont Company Values:** Tranont will conduct business in such a way as to be a positive influence for good with each person, customer, associate, consultant, employee, vendor, and partner with whom it comes in contact, by:
- i. Conducting our business with absolute honesty and integrity;
 - ii. Treating all people with kindness and respect;
 - iii. Conducting our interactions with others in a spirit of service and caring;
 - iv. Working hard and managing the use of company resources wisely;
 - v. Fostering an uplifting work environment by smiling, laughing, and having fun;
 - vi. Being grateful for success and giving recognition to others; and by
 - vii. Being generous with those less fortunate in our community and around the world.



Section 2. Definitions

Active Associate: An Associate who is current in Annual Renewal Fees and has a minimum of 100 PV each month.

Associate: A person who is an independent contractor authorized by the Company to sell Tranont Products & Services, sponsor other Associates, and receive Commissions in accordance with the requirements of the Tranont Compensation Plan. An Associate's relationship to the Company is governed by the Contract.

Annual Renewal Fee: The \$49.00 USD (\$64.00 CAD) annual Fee required by the Company for an Associate to renew his or her Membership. The Annual Renewal Fee is due each year on the anniversary of the Associate's signup date. The Associate is solely responsible for timely paying this fee.

Associate Agreement: The signed electronic agreement by an Associate, which includes the Initial Application and Terms and Conditions.

Commissions: Compensation paid by the Company to an Active Associate based on the Associate's participation in the Tranont Compensation Plan. Also referred to as "bonus(es)." *See Compensation Plan.*

Company: Company or "Tranont" means iMoney Tools, LLC dba Tranont.

Contract: The agreements between an Associate and the Company comprised of this Policy Manual, the Terms and Conditions, the Associate Agreement, and Tranont Compensation Plan.

Corporation: Any business entity such as a corporation, LTD, partnership, limited liability company, or other form of business organization legally formed under the laws of the state or province in which it was organized.

Downline: A downline consists of those Associates that you have either personally recruited to become a Tranont Associate or have been recruited by others and then placed below you.

Initial Application: The application, accessed via the Company's official website, to become an Associate which upon acceptance by the Company, is part of the Contract between the Associate and the Company.

Independent Contractor: Associates are Independent Contractors, or individuals who are not an employee, partner, agent, franchisee, or legal representative of the Company. Such Person is not treated as an employee of the Company for federal, state, or provincial tax purposes, and acknowledges and agrees that the Company is not responsible for withholding and shall not withhold or deduct from Commissions FICA, or taxes of any kind, unless such withholding becomes legally required

Membership: Membership is the relationship between the Company and the Associate.

Local Market: The country or geographical region in which the Associate resides or is authorized to conduct business.

Open Local Market: A country or geographical region designated in writing by the Company as officially open for Tranont business. Currently Tranont is open in United States, Puerto Rico, Guam, and Canada.

Organization: The group of Associates and sponsored individuals in an Associate's direct and subsequent Downline chain of sponsorship.



Person: An individual, corporation, partnership, or other legal entity.

Ranks: Designations (Ranks) earned by and given to Associates in the Company's Compensation Plan structure, including: Jade, Pearl, Ruby, Sapphire, Emerald, Diamond, Black Diamond, Red Diamond, Blue Diamond. Tranont appoints rank to Associates who meet the rank requirements outlined in the Tranont Compensation Plan. Ranks are issued monthly. Once an Associate reaches a new designation or rank, the designation is not removed except in the case of termination.

Paid Rank: The level that an associate qualifies for each month based on the published compensation plan requirements.

Policy Manual: Another term for Contract.

Products and Services: Tranont Health and Wealth CORE products and Tranont retail services.

Product Claims: Claims related to any Tranont Products and Services. Federal, state, provincial, and local government agencies including but not limited to, the Food and Drug Administration, National Association of Insurance Commissioners, the Federal Trade Commission, and the Consumer Financial Protection Bureau, regulate product claims made by the Company and Associates.

Jeep™ Rewards Program: Associates who have a minimum of 1,500 in group volume and meet the minimum leg requirements qualify for the Tranont Jeep™ Rewards Program. The Jeep™ Rewards Program is limited to one (1) car per household. Associates may earn a second car within the household if he/she achieves the Jade rank and he/she increases his/her monthly personal volume to 400. Associates may also qualify for a \$500 Jeep™ payment by maintaining 1500 in personal volume and a minimum of three (3) customers. Tranont will pay the published Jeep™ reward bonus to each Associate who qualifies and provides proof of purchase of a qualifying vehicle. Associates are responsible for securing the lease and/or loan payment of the vehicle while associated with Tranont. Tranont will continue to pay the published bonus if the Associate is able to provide proof of purchase/lease/ownership on a quarterly basis. To maintain the Jeep™ Rewards Program, Associate must place the approved Tranont decal package on the vehicle and must submit a picture of the vehicle to Tranont for promotional use. Associate may be asked to update photo from time to time. Qualifying Jeep™ cannot be more than three (3) model years old (Wrangler models may be up to five (5) model years old at the time of application to the program). At some point Tranont reserves the right to require Associates to upgrade to a newer model year. Associates are solely responsible for loan, lease payments, auto insurance, and /or service of the vehicle. Tranont is not responsible for any accident, dismemberment, or death relating to driving or occupying any qualifying vehicle. Associates may not refer to this program as the "free" Jeep program. Associates who qualify for the Jeep™ Rewards Program but whom decide not to purchase a qualified Jeep will not receive the published bonus.

Sales Aid: Any material, whether physically printed or in digital form, used in the offer or sale of Company products, recruitment of prospective Associates, or training of Associates, which makes reference to the Company, the Company products, the Compensation Plan, or Tranont Intellectual Property. Tranont owns and controls all sales materials. Associates cannot make any changes to any sales material without the prior written approval of Tranont.

Sponsor: An Associate who has personally referred another Associate to join Tranont and has placed that new Associate within his or her Organization.

Subscription Fees: Monthly fees charged for access to the Tranont Wealth CORE products or for access to the Business Tools Products and the right to sell Tranont products and retail services.



Tranont Intellectual Property: Tranont Intellectual Property means all intellectual property which Tranont, Inc. or an affiliated company claims to own, or claims a right to use, including but not limited to trademarks, trade names, service marks, and content of its publications, whether registered with relevant governmental authorities or not.

Section 3. Code of Ethics

Tranont is a values-based company that prides itself on the quality and character of its Associates. Thus, Tranont expects its Associates to conduct themselves in accordance with the highest standard of ethical behavior. The following guidelines help insure a uniform standard of excellence throughout our organization. Every Tranont Associate is expected to practice the following ethical behavior when acting in the name of the company. Violations of the Code of Ethics may subject the Associate to disciplinary action by the Company depending on the severity of the violation. The following guidelines help ensure a uniform standard of excellence throughout the Tranont organization.

A. All Associates Should:

- i. Be respectful of every person while conducting Tranont related business.
- ii. Conduct themselves and their business activities in an ethical, moral, legal, and financially honest manner. Associates should not engage in activities and behavior that would bring disrespect or embarrassment to Tranont, its corporate officers, employees, themselves, or other Associates.
- iii. Refrain from making negative or disparaging statements about other companies, their employees, or their products.
- iv. Refrain from making negative or disparaging statements about other Tranont Associates.
- v. Be truthful in representations of Tranont Products and Services. Do not make exaggerated financial or product claims.
- vi. Give support and encouragement to customers to ensure that their experience with Tranont is meaningful and rewarding. Associates should provide proper support and training to those they sponsor and who are in their Organization.
- vii. Accurately teach and represent the Tranont Compensation Plan. Be honest in explaining the income one may earn under the Compensation Plan. Associates should not use their own income as an indication of other's potential success or use compensation checks as marketing materials.
- viii. Abide by all Tranont policies and procedures as they are currently found in this Policy Manual and the other Contract documents, and as they are amended in the future.
- ix. Shall not, in any circumstances, participate or assist in crossline recruiting.

Section 4. Signing Up as an Associate, and an Associate's Relationship with the Company

The Associate relationships are the most valuable relationships at Tranont. The Company takes great pleasure in teaming up with Associates to present and offer our life-changing products and opportunities.

- A. **Signing Up as an Associate:** To become a Tranont Associate, each applicant may:
- i. Pay an application fee. You, the buyer, have the right to cancel this application fee by midnight of the 10th calendar day from the date of paying the fee;
 - ii. Submit a properly completed Associate Agreement to the Company at time of payment;
 - iii. Be of legal age in his or her place of residence and be competent to enter into the Agreement; and
 - iv. Reside in the United States, Puerto Rico, or Canada.
- B. **Acceptance or Rejection of Associate:** Tranont reserves the right, in its sole discretion, to approve or decline submitted Initial Applications.
- C. **Inaccurate Applications:** An incomplete, incorrect, or fraudulent form will be deemed invalid from its inception.
- D. **Duty to Maintain Accurate Information:** To help ensure that the Company has the most current information, Associates must advise the Company of changes to the submitted information. Changes to personal information should be submitted in writing to the Company.
- E. **Business Membership:** The sign-up of a business entity cannot be done online. A corporation, LTD, limited liability company, partnership, or trust may become a Tranont Associate by first enrolling the authorized officer under their personal government ID (i.e., Social Security, Social Insurance number). Once enrolled, the Associate may submit true and correct copies of the formation documents, together with any other related documents the Company will request. If approved, Tranont will make the needed changes within its systems. To avoid confusion Associates cannot use any variation of iMoney Tools or Tranont in their business names.
- F. **Term of Contract and Contract Renewal:** The term of the Contract is one (1) year from the date of execution. The Contract is valid until terminated. The Associate agrees, and is solely responsible, to pay the \$49.00 USD (\$64.00 CAD) annual renewal fee on or before the anniversary date of acceptance of the application. The annual renewal fee helps the Company provide the Associate with the necessary support materials and information on products and services, Company programs, policies and procedures, and related matters. The annual renewal fee also covers the costs of all direct mailings from the Company. The annual renewal fee does not cover the \$3.00 check fee described below.
- G. **Simultaneous Interests in Positions Owned by a Corporation:** An Associate may have a simultaneous beneficial interest in a Position owned by a Corporation so long as the interest does not make the Associate's total position greater than one-hundred percent. A beneficial interest includes, but is not limited to, any ownership interest; any rights to present or future benefits, financial or otherwise; recognition; or other tangible or intangible benefits associated with a Position. Regardless of the divided ownership interest, all of an Associate's interests must be contained and touch its other positions in the same Downline.
- H. **Independent Contractor Relationship between Associate and the Company:** An Associate is an independent contractor and not an employee, agent, partner, legal representative, or franchisee of Tranont. An Associate is not authorized to and will not incur any debt, expense or obligation, or open any checking account on behalf of, for, or in the name of Tranont. Associates control the manner and means by which they operate their Tranont businesses, subject to compliance with the Contract. Associates are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. Associates are not treated as employees of the Company for federal, state, or provincial tax purposes, and acknowledge and agree that the Company is not responsible for withholding and shall not withhold or deduct from Commissions FICA, or taxes of any kind, unless such withholding becomes legally required. Associates are bound by all sales tax collection and remittance agreements between the Company, all appropriate taxing jurisdictions, and all related rules and procedures.



- I. **Non-solicitation:** Company Associates are free to participate in other direct sales, multilevel or network marketing business ventures or marketing opportunities (collectively “Network Marketing”). However, during the term of this Agreement, Associates may not directly or indirectly recruit other Company Associates or Customers for any other Network Marketing business. Following the cancellation of an Associate’s Agreement, and for a period of 12 calendar months thereafter a former Associate may not recruit any Company Associate or Customer for another Network Marketing business. Associates and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, associates and the Company agree that this non-solicitation provision shall apply to all markets in which the Company conducts business.

As used in this Section, the term “recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement or effort to influence in any other way, either directly, indirectly or through a third party, another Company Associate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. The term recruit shall not include acts of an Associate specifically directed to those other Associate’s and Customers that are personally sponsored or enrolled.

- J. **Company Recognition:** The Company may choose to recognize Associates at selected events and in various publications including conventions and magazines. Recognition will be based upon criteria and standards adopted and changed, from time to time, by the Company. The Company will typically recognize Associates at the highest Position they achieved for at least three of the most recent twelve months, except for first time Rank achievement. Tranont reserves the right to determine which associates may receive recognition.
- K. **Enrollment:** Associates are prohibited from enrolling new Associates or customers directly on behalf of another Associate using their own or a prepaid credit card without the express prior written consent of the Company. All bonuses earned belong to the account holder.

Section 5. Purchasing Products

- A. **No Requirement to Purchase Products:** A Person is not required to purchase any product to be a Tranont Associate.
- B. **80 Percent Rule:** Tranont has no specific inventory requirements. Associate should use personal judgment in determining inventory needs based upon reasonably projected retail sales, personal use, and sampling. Associate is prohibited from ordering more than a reasonable amount of inventory. By placing an order, Associate certifies that they have sold or consumed at least 80 percent of your total inventory from previous orders.
- C. **Front-End Loading:** Associates are prohibited from making unnecessary product purchases that could result in a large, stagnant inventory. This is called “front-end loading” or “inventory loading” and refers to the purchase of products that are stored, destroyed, or otherwise disposed of without being consumed. Associates must consume or sell the purchased products to people who will consume them. Associate are prohibited from buying products to meet qualifications within the Compensation Plan with no provable business building plan. Tranont reserves the right to suspend any Associate account while it investigates any case of suspicious qualification buying. If it is determined that the Associate is participating in Inventory Loading, then Tranont reserves the right to unwind the transaction.
- D. **Pricing Changes:** Tranont reserves the right to change product prices at any time without notice.
- E. **Refund Policy:** A minimum 10% return/restocking fee is charged on all returned or cancelled orders. Refund requests for all products and services must be received by Tranont within 3 days of order. Tranont Health products must be returned unopened and in re-sellable condition to receive a refund of any kind. Sales on all

products are final and no refund will be provided if commissions have been paid either directly or indirectly on that sale. Shipping and handling charges are not refunded.

- F. **Bonus Recovery:** Tranont reserves the right to recover any bonus paid to Associate as a direct result of a product sold to a customer or personally sponsored Associate.
- G. **Retail Sales:** Products purchased from Tranont are intended to be resold to retail customers, used for product demonstrations, personally consumed by the Associate, or gifted to others for personal consumption. Associates may only resell Tranont Health products at the published retail price.
- H. **Internet Classified Ads, Auction and Shopping Sites, or Order Fulfillment Stores:** As a general rule, Associates may not sell or display Tranont products on any Internet classified ad site (e.g., Craigslist, etc.), marketplace (e.g., Facebook marketplace, Walmart marketplace, etc.), auction site, shopping site, or order fulfillment store (e.g., eBay, Amazon, OrderDog.com, Overstock.com, etc.). Further, Associates may not (a) enlist or knowingly allow a third party to sell Tranont products on any Internet classified ad site, auction site, shopping site, or order fulfillment store or (b) sell products to a third party that the Associate has reason to believe will sell such products on any Internet classified ad site, auction site, shopping site, or order fulfillment store.
- I. **Wholesaling of Products:** Associate may not sell or distribute products to persons who intend to resell health products. Associate may not sell to persons, either directly or indirectly, who ultimately
 - a. Resell the products through a retail store,
 - b. Import the Products into an Unopened Local Markets, or
 - c. Use any other method of distribution that violates or undermines primary business purpose of Tranont.

Section 6. Sponsoring an Associate

- A. **Duty to Accept Contractual Responsibilities:** Before an Associate may act as a Sponsor, the Associate must meet all requirements and accept all responsibilities described in the Contract.
- B. **Placement:** An Associate may refer Persons to the Company as applicants to become Associates. Upon acceptance by the Company of the Initial Application and Associate Agreement, applicants are placed in the Organization of the Sponsor listed on the Initial Application.
- C. **Training and Support of Organization:** To be a successful Sponsor, an Associate should assume training and support obligations for Associates in his or her Organization. An Associate's success can come only through the systematic sale of Company Products and the product sales of other Associates within his/her Organization.
- D. **Open Local Markets:** An Associate is entitled to sponsor other individuals only in Open Local Markets. Associates are not allowed to solicit already existing Associates.
- E. **Becoming a Successful Sponsor:** To be a successful Sponsor and leader, an Associate should perform the following responsibilities:
 - i. Give regular sales and organizational training, guidance, and encouragement to the Associate's Organization. A Sponsor should maintain contact with everyone in his or her Organization and be available to answer questions;
 - ii. Exercise the Associate's best efforts to ensure that all Associates in the Associate's Organization properly understand and comply with the terms and conditions of the Contract and applicable national and local laws, ordinances, and regulations;

- iii. Intervene in any disputes arising between a customer and any of the Associate's Organization and attempt to resolve the dispute promptly and amicably;
 - iv. Provide training to ensure that product sales and opportunity meetings conducted by the Associate's Organization are conducted in accordance with the Contract and in accordance with any applicable laws, ordinances, and regulations;
 - v. Educate sponsored Associates about the Company Policies.
- F. **Sponsor Duty of Care:** Sponsors have a responsibility and special duty of care to ensure that their actions or omissions do not cause or result in loss, harm, or embarrassment to anyone in their Organization or the Company, and must promptly act to rectify any such loss, harm, or embarrassment. At the time of signup, Sponsors should ensure that those they sponsor are informed about who is to be their Sponsor. Associates should not leave the assignment of sponsorship of a new Associate to their up-line or some other person.
- G. **Sponsorship of Spouses:** A legally married spouse of a current Associates is eligible to enroll as a Tranont Associate, however; the new associate must be sponsored by the spouse that enrolled first and be placed on their front level.
- H. **Realignment of All or Part of an Organization:** The Company reserves the right to move or realign an Organization, or parts thereof, from Sponsors who violate the terms of this Policy Manual or who commit or are involved in deceit or corruption as determined by the Company in its sole discretion. Nothing herein requires the Company to take any action, nor does it waive any rights by postponing or declining to do so. Examples of conduct of moral turpitude may include but are not limited to: unwelcome sexual advances or communications, failure to repay debts, bankruptcy, fraud, financial deception or harm, physical harm, mischief or abuse, theft, and interference with family relationships. The Company will give thirty (30) days' notice to any Sponsor whose Organization is being moved or realigned.
- I. **Sponsoring Customers:** Associates are encouraged to sell Tranont products and services to non-associate customers. Associates may not, however, sell Tranont products or services to non-associate customers where the Associate is providing the money, either directly or indirectly. The exception to this policy is if the non-associate customer is the legally married spouse of the sponsor.
- J. **Non-Compliant Purchases:** This practice is sometimes referred to as "Bonus Buying." Tranont considers non-compliant purchases a material breach of the Contract and is strictly and absolutely prohibited. Non-compliant purchases include: (a) the enrollment of individuals without the knowledge of and/or execution of the Contract by such individuals; (b) the fraudulent enrollment of an individual as an Associate or customer; (c) the enrollment of nonexistent individuals as associates or customers ('phantoms'); (d) the use of a credit card by or on behalf of an Associate or customer when the Associate or customer is not the account holder of such credit card without the express prior written consent of the Company; or (e) any other mechanism or artifice to qualify for rank advancement, promotions, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers.

Section 7. Placement Policy, Line Switching, and Cross and Moving Prohibition

- A. **Initial Placement:** At the time of initial enrollment, a new Associate is placed at the front line of the Sponsor. In the case that the new Associate is legally married to an existing Associate, the new Associate must remain placed front level to their spouse.
- B. **Placement Changes within Seven Days of Signup:** Within 7 calendar days of a new Associate's signup with the Company, the Sponsor may move the new Associate one time anywhere in the Sponsor's Organization (i.e. not outside the Sponsor's Organization), subject to the Company's approval.

- C. **Placement Changes After Seven Days:** After the above described time period passes, an Associate is in final placement and the Company will normally not approve requests to place Associates elsewhere in an Organization. Placement changes are rare and must be specifically approved in writing by the Company. Before authorizing a placement change, the Company will consider, among other factors, the following:
- i. Whether the Associate to be moved has not been active for at least six (6) months. Whether the Associate to be moved obtains written consent (verified by notarized signatures or other means) of the Sponsors who are three levels above the Associate and the Sponsors who are seven levels above the Associate;
 - ii. Whether the change will cause Position advancement;
 - iii. Whether a change of historical bonus payments will occur;
 - iv. Whether an Associate has breached the Contract;
 - v. The effect of the change on the Organization; and
Any other relevant facts.
- D. **Cross-Line Moving Prohibited.**
- a. **Cross-Line Moving:** The actual or attempted solicitation, enrollment, sponsorship, encouragement, or effort to influence in any way, either directly or indirectly (including but not limited to, through a website), the enrollment of an individual who, or entity that, already has a current Membership or Position with Tranont, within a different line of sponsorship. Cross-Line Moving also applies to the enrollment of an individual or entity that has had a position with Tranont within the past six (6) months, or in the case of an Associate with the rank of Ruby or higher, within the past twelve (12) months. In either case, the Associate must terminate their position for the prescribed period prior to them being allowed to move across lines.
 - b. **Prohibition:** Associates are prohibited from Cross-Company Recruiting or Cross-Line Moving. The use of a spouse or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited.
 - c. **Customers that become Associates:** Customers that wish to convert to an Associate are free to choose a new sponsor at the time they convert. Cross-line recruiting policies still apply.
 - d. **Injunctive Relief Available to the Company:** Associates stipulate and agree that Cross-Line Moving constitute an unreasonable and unwarranted interference with the contractual relationship between the Company and its Associates, and conversion of the Company's property and misappropriation of the Company's trade secrets. Associates further stipulate and agree that any violation of this rule will inflict immediate and irreparable harm on the Company, that the harm to the Company exceeds any benefit that the Associate may derive, and that the Company shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary and permanent injunctive relief without bond, and that such injunctive relief may extend the post- termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract. Further, Associates agree that appearing in, being referenced in, or allowing their name or likeness to be featured or referenced in any promotional, recruiting, or



solicitation materials for another direct selling company constitutes Cross-Company Recruiting during a period of one year after termination of the Contract.

Section 8. Compensation Plan

Tranont offers the best commission payout plan in the industry with its Compensation plan features. The Tranont Compensation plan includes **UNLIMITED Depth** for the Tranont Volume bonus, which can provide you with a truly **RESIDUAL INCOME**. The Tranont Life Compensation includes **DYNAMIC COMPRESSION** for the Agent Base Shop Compensation which lets you take advantage of **LEVERAGED SALES**. Tranont also offers a **JEEP® BONUS** that is unmatched in the industry. Enjoy these benefits and more with our **SEVEN COMMISSION GENERATORS** within the plan. At Tranont, we believe that our success is measured by how much income we generate for you. Associates are entitled to receive Associate Benefits and Opportunities offered to all Associate through the Compensation Plan, provided the Associate is an Active Associate and in compliance with the Contract.

A. Compensation: Associates can earn Commissions based on the sale of products in all markets where the Company conducts business. Not all products or promotions from the Company generate Commissions. All products or promotions that will generate a bonus are assigned a Personal Volume (PV) value. No Commissions beyond the \$600 threshold may be earned without a social security number in a calendar year. Associates without a social security number will not have access to accounts receivable after the \$600 threshold is met. An Associate that did not sign up with a social security number may add their social security number to their account to receive the full benefits, with the benefits commencing the month after the social security number is added to the account.

B. JEEP® BONUS DETAILS

- Associate must be the registered owner of a qualified Jeep® (the “Vehicle”) to receive the Jeep bonus.
- Associate must qualify each month at the rank of Jade or higher to receive Jeep® Bonus.
- As an alternative to earning the Jade rank, Associate can earn a \$500 Jeep® bonus by maintaining 1,500 PV and a minimum of 3 Customers or 3 Retail Services (*Associate must be the registered owner of the Vehicle*).
- Associate must have 1,500 in group volume and meet the minimum leg requirements to qualify for the Tranont Jeep® Bonus.
- Jeep® Bonus payment is limited to 2 cars per household or business partnership.
- Associate can earn 2nd Jeep® bonus in household or partnership by, first purchasing a second qualified Vehicle and maintaining the Jade rank, or higher, for 2nd partner position. Second position must also maintain 400 PV each month.
- Tranont will pay Associate up to the amount specified in the Jeep® Bonus program.
- Tranont is not responsible for securing the vehicle, securing/paying the lease or securing/paying the loan payment of the vehicle associated with the Jeep® Bonus program.
- Tranont will pay the Jeep® Bonus to qualifying Associates as long as Associate is able to provide continued proof of lease/ownership on a bi-annual basis or as requested by Tranont.
- All Jeep® makes and models are accepted and approved for the Tranont Jeep® Program.
- Associate must apply the Tranont decal package to the vehicle and send picture of the vehicle with decals to Tranont Support (support@tranont.com) to qualify for the Jeep® Bonus.
- All associates must adhere to the Jeep® Bonus program to continue to receive Jeep® Bonus
- If Associate is unable or unwilling to purchase a qualified vehicle, they will receive their qualified rank Volume bonus only.

- Qualifying Jeep vehicles must be three (3) model years old or newer at the time of purchase and must be upgraded if the vehicle becomes more than 6 model years old (Exception: Jeep® Wranglers may be five (5) model years old or newer to qualify for the Jeep bonus. Wranglers must be upgraded after 9 model years old).
- Associate is solely responsible for any lease, loan payment, auto insurance, and/or service of the vehicle.
- Tranont or TranontLife is not responsible for any accident, dismemberment or death relating to driving or occupying any car associated with the Car Bonus program.
- Jeep® is a registered trademark of Chrysler Group LLC.

C. TRANONT COMPENSATION PLAN DEFINITIONS

- Personally Sponsored (PS): Includes any individual that you personally referred to Tranont at the Associate or Customer Level.
- Personal Volume (PV): Volume from an Associate's personal orders and sales to Customers.
- Customer Points (CP): Points generated by an Associate from sales to a personally sponsored customer.
- Group Volume (GV): The Personal Volume of all other Associates in the Associate's Organization after the Max Leg % rule has been applied (*does not include TranontLife volume or points*).
- Group Volume calculations are subject to Leg % requirements outlined in the Tranont Compensation Plan.
- Active: A Tranont Associate is Active if they have 100 PV within a given month & pay their annual renewal fee of \$49 (*paid on anniversary date*).
- Leadership Bonus Pools: Tranont Bonus Pools will be paid up to the percentage outlined in the Tranont Compensation Table.
- Leadership Bonus Pools: Pool commissions are subject to the total company volume from autoship and the number of shares in the given pools each month. Pool commissions are calculated based on the individuals that qualify for the pools and the number of shares in each month.
- Special or Promotional Commissions or Rewards: From time to time, special Commissions or promotions are offered to Associates. The products offered in this way may or may not have any PV and may not qualify an Associate for Commissions resulting from the purchase of these products. The details of each of these offerings will be made available at Tranont.com.

D. ADDITIONAL COMPENSATION PLAN DETAILS

- Commissions are calculated on the 1st and paid on the 10th day of each month on the production during the preceding month.
- Commission qualifications must be met within the calendar month to be considered for commission payment.
- Associates must have at least 3 personally sponsored Associates to qualify for commissions on all ranks above Associate in the Tranont Compensation Plan (*does not include TranontLife Compensation Program*).
- Tranont Retail Services consist of products and services that are available to Tranont Associates to use or retail to others. Contact the Company for a current list of approved services.
- Tranont reserves the right to pay monthly volume based on the profit Tranont receives from the Retail Wealth Services partners for the service.
- Tranont Retail Services also generate Customer Points (*see the Tranont Compensation Plan for full Details*). Tranont Health products provide associates with the opportunity to earn volume and commission for the product packs or for individual product sold.
- Customer Points do not count towards your Personal Volume

- To participate in the Tranont Compensation Plan, Associate must maintain a business that is free and clear of any disciplinary action and must have a minimum of 100 PV during the commission period.
- Tranont reserves the right to charge a \$3.00 check fee for all commission payments made to Tranont Associates.
- All income potentials are listed in this document for example purposes only and assumes a fully maximized compensation structure and are not guaranteed in any way.
- Tranont Compensation Plan is subject to change at any time.
- Tranont is not obligated to provide written notice of any compensation updates or changes, however all efforts will be made to give Associates a thirty (30) day notice to all Compensation Plan changes. Tranont Compensation Plan will be made available at www.tranont.com.
- Tranont provides a written disclosure outlining percentages of compensation paid at the various Tranont Ranks.
- Non-Active Tranont Associates may pay \$25/month for the Tranont Business Tools, no PV is generated, and no compensation is paid until the minimum 100 PV is met.
- Active Tranont Associates will be charged \$25/month for the Tranont Business Tools.
- Tranont Associates are required to renew their Associate membership with Tranont on an annual basis by paying the Tranont Annual Membership fee of \$49. Associates who allow their membership to expire are not eligible for any form of bonus or commission payment while their membership was not current.

E. TRANONTLIFE COMPENSATION PLAN DETAILS

- TranontLife Compensation Plan operates on a 'Paid to Grid' scale which is a commission scale based on the amount of commission advanced to TranontLife by the Insurance Carrier.
- TranontLife Agents are paid commission based on the rank achieved at time of policy submission (not when the commission is paid).
 - Example: A TranontLife Certified Agent submits a 2,400-point policy on February 1st and has achieved the rank of Director. The same agent achieves the rank of Senior Director on March 10th and the policy pays out on March 15th. The TranontLife Certified Writing Agent will be paid on the policy at the rank of Director, or the same rank achieved at time of policy submission. The same principle applies to TranontLife Referring Agents and commission overrides paid to the upline Agents.
- TranontLife Certified Writing Agents rank advance by obtaining the specific team rank requirements or personal rank requirements (requirements must be met over a rolling 3 months).
- TranontLife Referring Agents rank advance by the associated rank achieved through the Tranont compensation plan.
- The TranontLife Diamond rank for Referring Agent qualifies the agent for the TranontLife Book Sale (must be a licensed agent). TranontLife Certified Writing agents must attain and maintain the rank of Vice President or above to qualify for the Book Sale.
- TranontLife Certified Writing Agents must maintain a Team that meets 1/4 of the position writing requirements over a rolling 3 months in order to maintain the obtained rank in a calendar year.
- Example: TranontLife Vice President must maintain 3 active licenses in their team, 30,000 team points and 2,500 personal points to maintain rank of Vice President.
- TranontLife Certified Writing Agent Licenses as well as TranontLife Referring Agent Licenses count towards the Team License Requirement for the Certified Writing Agent rank advancement requirements.
- TranontLife Bonus Pools: Pool commissions are subject to the total paid points in a given commission and the number of shares in the pool. Pool commissions are calculated based on the individuals that qualify for the pool, the amount of paid points for the commission and the number of shares in the pool each commission.

F. General and Miscellaneous Compensation Provisions

- a. **No Compensation Solely for Enrolling Another:** While Associates are paid for product sales, an Associate receives no compensation for sponsoring other Associates.
- b. **No Guaranteed Compensation:** As with any other sales opportunity, the compensation earned by Associates varies significantly. The cost to become an Associate is very low. People become Associates for various reasons. Associates are neither guaranteed a specific income nor assured any level of profit or success. The profit and success of an Associate can come only through the successful sale of products and the sales of other Associates within the Organization of the Associate. All success is based primarily on the efforts of each Associate.
- c. **Effort:** Generating meaningful compensation as an Associate requires considerable time, effort, and commitment. This is not a get-rich-quick program. There are no guarantees of financial success.
- d. **Inclusion in a Period's Bonus:** A Person must become an approved Associate by the last day of the bonus period to be included in that period's bonus and qualification computations.
 - i. **Preconditions to Commission Payments:** Associates can receive Commission only if they remain active and fulfill all requirements of the Tranont Compensation Plan and are not in default of any material obligations under the Contract.
 - ii. **Payment of Commissions:** A bonus is paid to the applicant on the Associate Agreement Form.
 - iii. **Duty to Retain Documents:** Each Associate receiving a bonus agrees to retain documentation, for at least six (6) years, which evidences sale of products and services in the month for which the bonus was paid. Associate agree to make this documentation available to the Company at the Company's request. Failure to do so constitutes a breach of the Contract and entitles the Company to recoup any bonus paid for orders in a month for which retail sales documentation is not maintained.

G. Recoupment of Commissions. In addition to any recoupment rights otherwise set forth in the Contract, the Company reserves the right to recoup any Commissions paid to Associates on products:

- a. Returned to the Company under any applicable law;
- b. Returned in relation to any incident of Associate misconduct, including but not limited to, unauthorized or misleading representations regarding an offer or sale of any product or service, or a Tranont Sales Compensation Plan opportunity; or purchased in an amount which unreasonably exceeds that which can be expected to be resold and/or consumed within a reasonable period of time.
- c. Payment of Recouped Commissions. In recouping bonus payments as provided in this section, the Company, in its sole discretion, may require direct payment from an affected Associate or offset the amount of the recoupment against any present or future Commissions.

H. Returned Commission Check Fees: Occasionally, an Associate may ask the Company to reissue a lost commission check. The Company may charge a fee to reissue the lost check. In addition, the Company, at its own discretion, may request the issuing financial institution to stop payment on the original (lost) check, and the Associate must pay to the Company the stop payment fee (up to \$25).

Section 9. Product Claims

Disclosure: When promoting Tranont or Tranont products, an Associate must disclose the fact that the Associate is a Tranont Associate who receives Commissions from the Company.

Section 10. Advertising and Use of the Company's Intellectual Property Rights

- A. **Tranont Intellectual Property:** Tranont Intellectual Property, including its trademarks, service marks, trade names, trade dress, and the content of its publications, are valuable assets. By using Tranont Intellectual Property, Associates agree and acknowledge that there exists great value and good will associated with the Tranont Intellectual Property and acknowledge that the Company has all rights to the property and that the good will pertaining thereto belongs exclusively to the Company. Further, Associate also acknowledge that the intellectual property has a secondary meaning in the mind of the public. Intellectual property is protected by federal, state, and international copyright and trademark laws and other proprietary rights. These rights are protected in all forms, including media and technologies existing now or hereinafter developed.
- B. **Third Party Intellectual Property:** Tranont Associate recognizes that he/she is an independent contractor. Tranont Associate recognizes that it is against Tranont policy to utilize any material that is patented, copyrighted, or trademarked, without the authorization of the owner the said intellectual property. Tranont Associate further recognizes his/her own liability for the unauthorized use of any patented, copyrighted, or trademarked material. Tranont Associate understands that if Tranont is sued for infringement of intellectual property as a result of Tranont Associate's actions, Tranont Associate agrees to indemnify Tranont for any judgment, or legal costs incurred as a result of the action.
- C. **Company Approved Sales Aids:** Approved Sales Aids on the official website, including the text, graphics, logos, audio clips, music, lyrics, video, photographs, software, and other information is the property of Tranont and/or its affiliates or partners, or, is licensed to Tranont from third parties. Because Tranont does not own all of the content, Tranont will not license to an Associate what it does not own. Accordingly, when using Tranont Intellectual Property and content, Associates agree to only use Allowed Content as expressly defined and granted herein.

D. Definitions

Apparel: Apparel includes Tranont T-shirts, hats, and other clothing articles.

Allowed Content: Allowed Content means only the Content, which is quoted or published in the section of this Manual.

Cinematic Media: Live or recorded electronic channels through which news, entertainment, education, data, or promotional messages are disseminated, including broadcasting and narrow casting mediums such as TV, radio, film, and audio or video. Cinematic Media does not include Computer and Telephone Based Media.

Company Approved Sales Aids: Marketing materials approved for use in the Open Local Market designated in writing by the Company.

Company Produced Sales Aids: Company Produced Sales Aids means marketing materials created and distributed by the Company for use the Open Local Market designated in writing by the Company.



Computer and Telephone Based Media: The transmission of Content by e-mail, or social media; and telephone or smart phone-based transmissions. For static websites, including but not limited to blogs, Twitter, Facebook, YouTube and Vimeo.

Content: Content means any text, graphics, logos, audio clips, video, photographs, software, or Tranont Intellectual Property, which is found in the Company Produced Sales Aid(s), and www.tranont.com.

Tranont Intellectual Property: Tranont Intellectual Property means all intellectual property which Tranont, Inc. or an affiliated company claims to own, or claims a right to use, including but not limited to trademarks, trade names, service marks, and content of its publications, whether registered with relevant governmental authorities or not.

Sales Aid: Any material, whether physically printed or in digital form, used in the offer or sale of Company products, recruitment of prospective Associates, or training of Associates, which makes reference to the Company, the Company products, the Compensation Plan, or Tranont Intellectual Property.

Social Media: The use of web-based and mobile technologies to turn communication into an interactive dialogue.

E. **Allowed Uses.** Subject to the Conditions of Use, Associates are permitted to use Allowed Content in the following instances:

- i. The creation and use of Sales Aids.
- ii. The creation and use of a Computer or Telephone Based Media.

F. **Conditions of Use.** The Allowed Uses of Allowed Content are conditioned on the following:

- a. **Media Specific Guidelines:** Allowed Content may only be used according to the Media Specific Guidelines found in this Policy Manual.
- b. **Context and True Statements:** Associates may not use Allowed Content out of context or infer meaning other than the express meaning of the Allowed Content, by the use of modifiers, additional text, or other content. All content must be true and accurate.

G. **Claims and Representation Concerning Tranont Products:** Associates may not use, and Tranont does not support the use of any content that violates federal, state, province, or local laws, including those laws declared by the FDA and FTC and other regulatory bodies (see, Section 11).

H. **Variations, Takeoffs or Abbreviations:** Associates may not use a variation of the Allowed Content for any purpose, including different spellings, foreign language equivalents, takeoffs, or abbreviations.

I. **Slogans and Taglines:** Associates may not add to, subtract from, or modify in any way Company slogans or taglines. For example: Changing “Change Life” to “Change Lives” or “Changing Life.”

J. **Disparaging or Offensive Use:** Associates may not use Allowed Content in a disparaging, offensive, or injurious manner.



- K. **Best Light:** All Allowed Content must be shown only in the best light, in a manner or context that reflects favorably on the Company and its products.
- L. **Endorsement or Sponsorship of a Third Party:** Tranont's opportunity is not based on race, gender, religious beliefs, or political affiliation. Associates may not promote Tranont or use allowed content in a manner that would imply the Company's affiliation with or endorsement, sponsorship, or support of any third-party product or service, or any political cause or issue.
- M. **Use in Computer or Telephone Based Media:** The following sections apply to Computer and Telephone Based Media.
- i. **Headers and Titles:** Except for the Tranont replicated website, the name "Tranont" may not be used, in any title, subtitle, or header to Computer or Telephone Based Media. Tranont branded Facebook pages, Instagram pages, Pinterest pins, blogs, or YouTube channels are not permitted. Specifically, this includes sites with Tranont in the name or that are made to appear as a Tranont marketing site instead of a personal site.
 - ii. **Replicated Websites:** Tranont Associates who are current on the business tools are given a Tranont approved Replicated Website. Tranont Associates who choose to have their own independent website may do so however, using or showing Tranont trademarks or trade dress (Tranont name, pictures or logos, Tranont product names or pictures, etc.) is prohibited.
 - iii. **Social Media:** Associates with a social media presence, either personal or business, should review the static content regularly and scrub it to delete any claims in the comment or third party sections that are not legal.
 - iv. **Disclaimer:** Except for the Tranont Replicated Website, each Computer or Telephone Based Media shall clearly indicate that it is not authored by Tranont, or any of its affiliated companies, and that the owner of the site bears all responsibility for the content.
 - v. **Domain Names:** Associates may not use Tranont Intellectual Property name(s) in a domain name under any circumstances. Such use must also be through a written use agreement signed with the Company. Examples of use that are not acceptable: "Tranont.com" "Tranontcompany.com" "Tranontcorporate.com," etc. Associates should consult the Media Specific Guidelines of their Local Market.
 - vi. **Privacy Policy Language:** Associates must implement a written privacy policy that protects any information gathered from the website from being sold or used by anyone else.
 - vii. **Spam Prohibition:** Associates may not Spam. Spamming includes, but is not necessarily limited to: (1) sending unsolicited email messages that contain any email or web addresses from an Associate's account to online users; (2) posting message that contain the Associate's service address in new groups that are unrelated to the Associate's products; (3) creating false "from sources" in an email message, or newsgroup posting with the Associate's service address, thereby giving the impression that the message originated from the Company or its network of Associates; (4) sending unsolicited emails or faxes to lists of people that are not within the Associate's Organization or with whom the Associate has not had a prior business or personal relationship. All Company related email broadcasts



must only be sent to Associates in the Organization of the Associate. Emails must not contain any false representations, income claims, or testimonials.

- N. Use of Allowed Content within the United States:** On communications that will be distributed only in the United States, Associates must use the appropriate trademark or copyright symbol (TM, SM, ®, ©) the first time Tranont Intellectual Property appears.

Associates must refer to and use the correct spelling of the trademark or copyright, and generic term to use with the trademark. Generally, the symbol appears at the right shoulder of the trademark, but exceptions may exist. Associates must include an attribution of Tranont's ownership of its Allowed Content within the credit notice section of an Associate's Sales Aid, personal website, or social media.

O. Acknowledgement and Protection of Rights

- i. **Acknowledgment of Rights:** Associates agree that all Allowed Content is owned exclusively by Tranont, Inc., or licensed to Tranont, Inc. Except for the limited rights granted by the Contract for the term of the Contract, Associates acknowledge that the Company hereby retains all legal title to and beneficial ownership of and all rights to the intellectual property and all intellectual property rights related thereto for all purposes. Associates agree to assist the Company to protect the Company's rights in the intellectual property at the Company's request. Agreement to Protect. Associates agree to assist the Company to the extent necessary in the procurement of any protection or to protect any of the Company's rights to the Allowed Content.
- ii. **Assignments:** Associates agree that nothing contained in the Contract shall be construed as an assignment or grant to the Associate of any right, title or interest in or to the Allowed Content, it being understood that all rights relating thereto are reserved by the Company, except for the right to use the Allowed Content as expressly provided in the Contract. Associates agree that at the termination or expiration of the Contract, Associates will be deemed to have assigned, transferred and conveyed to the Company any trade rights, equities, good will, titles or other rights in and to Tranont Intellectual Property which may have been obtained by Associates or which may have vested in Associates in pursuance of any endeavors covered hereby, and that Associates will execute any instruments requested by the Company to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without other consideration other than the mutual covenants and considerations of the Contract.
- iii. **Termination:** Associates may not terminate the rights granted to the Company in this Section 12. An Associate's rights granted in this Section 12 may be terminated by the Company upon immediate notice without the opportunity to cure should the Associate do any of the following:
 - a. File a petition in bankruptcy or a petition to take advantage of any insolvency act;
 - b. Commit any act of dishonesty;
 - c. Fail or refuse to perform any other obligation created by this Contract or any other agreement between the Associate and the Company or its affiliates;
 - d. Make any misrepresentations relating to the acquisition of the rights granted herein, or engage in conduct which reflects unfavorably on the Company or upon the operation and reputation of the Company's business;

- e. Be charged or convicted of any financial crime;
- f. Be convicted of a felony or any other criminal misconduct which is relevant to the Contract.
- g. File a dispute with a financial institution regarding with respect to a charge by Tranont.

In the event of termination of this license for any reason, Associates shall immediately cease all use of the Allowed Content and shall not thereafter use any intellectual property, mark, or trade name similar thereto. Termination of the license under the provisions of this Section 9 shall be without prejudice to any rights which the Company may otherwise have against the Associate.

- iv. **Rights are Personal:** The rights and duties under this section are personal to the Associate and the Associate shall not, without the written consent of the Company, which consent shall be granted or denied in the sole and absolute discretion of the Company, be assigned, mortgaged, sublicensed or otherwise encumbered by the Associate or by operation of law.
- v. **Remedies:** Each Associate acknowledges and agrees that compliance with the terms of this Section 9 is necessary to protect the goodwill and other proprietary interests of the Company. Accordingly, Associates agree that in the event of any breach of this Section 9 The Company shall be entitled to injunctive relief and/or specific performance:

The Associate shall not oppose such relief on the grounds that there is an adequate remedy at law; and Associates further stipulate and agree that any violation of this rule will inflict immediate and irreparable harm on the Company, that the harm to the Company exceeds any benefit that the Associate may derive, and that the Company shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary and permanent injunctive relief without bond, and that such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract.

P. Additional Advertising Provisions

- i. Associates may not answer the phone as “Tranont” or imply they represent the Company or are more than an Associate.
- ii. No advertising may imply that a job or position is available at Tranont.
- iii. No specific income may be promised.
- iv. All media inquiries must be immediately referred to Tranont Corporate.
- v. No release shall be made to the news media or to the public relating to the Contract without the prior written approval of an authorized executive officer for the Company.
- vi. Upon request, any Sales Aid or other medium which the Associate prepared, caused to be prepared, or distributed, which also contains any Tranont Intellectual Property or Content,

must be immediately provided to the Company. Associates must retain a copy of all Sales Aids, or other advertising material, which they distributed, for seven years from the last date of distribution.

- vii. Associates agree to release and discharge the Company, and its successors, assigns, employees, and agents from any and all liability, monetary compensation, claim and/or demand arising out of or in connection with the creation and the use of any Intellectual Property of another, or of the Company, including any claims for defamation or false representations.

Section 11. Trade Show Policy

A. Trade Show Policy: Associates wishing to display, promote and sell the Tranont products and opportunity in connection with a trade show may rent a booth or set up an exhibit at a trade show or convention ("Convention"), subject to the Company's written approval of the Convention and the Associate's compliance with the following requirements:

- i. Send an Email to the Company and include all relevant details of the event.
- ii. To obtain a booth and secure exclusive rights, the Company must receive this email requesting permission to participate at least four weeks prior to the show. The Company reserves the right to only allow one booth representing the Company and products per show. Only Tranont products and/or opportunity may be offered in the trade show booth. Only Tranont produced marketing materials may be displayed or distributed.
- iii. The Associate will not reference Tranont in any form of advertisement or promotional material that implies that Tranont is participating in the Convention. Instead, any Company approved advertisement or promotional material must make specific reference to the Associate as an Associate of Tranont, including any maps or listings prepared by the sponsor of the Convention.
- iv. The Associate will not make any earnings representations of any kind.
- v. The Associate will not use the Convention to promote any product, service, or business opportunity other than the Tranont business in which the Associate may be involved.
- vi. During the Convention, the Associate must personally comply with the Policy Manual and is responsible for (i) the actions of every person who works in the booth at the Convention, (ii) all material distributed at the Convention, and (iii) all other aspects of participation in the Convention.
- vii. In addition to the other remedies provided in the Policy Manual, the Company reserves the right to deny future Convention participation for any policy violation at a Convention.

Section 12. International Business

A. Permissible Activity in Unopened Markets: Prior to the official opening of an Open Local Market, permissible Associate activity in an unopened Local Market is limited to providing business cards and conducting, organizing or participating in meetings where the number of attendees at any given meeting, including the Associate, does not exceed five. Participants in such meetings must be personal acquaintances of the Associate or personal acquaintances of the Associate's personal acquaintances in attendance at the

meeting. The meetings must be held in a home or a public establishment but may not be held in a private hotel room. All cold calling techniques (soliciting persons who are not prior personal acquaintances of the contacting Associate) are strictly prohibited in unopened Local Markets.

- B. Prohibited Acts in Unopened Local Markets:** An Associate may not import or facilitate the importation of, sale, gift, or distribution of, Company products, services, or product samples. An Associate may not place any type of advertisement or distribute promotional materials regarding the Company, its products or the opportunity, except Company approved Sales Aids, which are specifically authorized for distribution in unopened Local Markets.

An Associate may not solicit or negotiate any agreement for the purpose of committing a citizen or resident of an unopened Local Market to the opportunity, a specific Sponsor or specific line of sponsorship. Furthermore, Associates may not sign up citizens or residents of unopened Local Markets in an Open Local Market or by using Associate Agreements from an Open Local Market, unless the citizen or resident of the unopened Local Market has, at the time of sign up, permanent residence and the legal authorization to work in the Open Local Market. It is the Sponsor's responsibility to ensure compliance with residency and work authorization requirements.

Membership or participation in, or ownership of a corporation, partnership or other legal entity in an Open Local Market does not by itself fulfill the residency or legal authorization to work requirements. If an Associate fails to provide verification of residency and work authorization when requested by the Company, the Company may, at its election, declare an Associate void from its inception.

An Associate may not accept money or other consideration or be involved in any financial transaction with a potential Associate, which rents, leases, or purchases facilities for the purpose of promoting or conducting Company-related business.

An Associate may not promote, facilitate, or conduct any type of activity which exceeds the limitations set forth in this Policy Manual or which the Company, in its sole discretion, deems to be contradictory to the Company's business or ethical interests in international expansion.

- C. Foreign Corrupt Practices Act:** All Tranont Associates must comply with the United States Foreign Corrupt Practices Act (FCPA). For a full explanation of the FCPA, see the Tranont handout on the tools menu of the Tranont website. A person or organization is guilty of violating the FCPA if there is:

- i. A payment, offer, authorization, or promise to pay money or anything of value to a foreign government official (including a party official or manager of a state-owned concern), or to any other person, knowing that the payment or promise will be passed on to a foreign official with a corrupt motive for the purpose of (i) influencing any act or decision of that person, (ii) inducing such person to do or omit any action in violation of his lawful duty, (iii) securing an improper advantage, or (iv) inducing such person to use his influence to affect an official act or decision in order to assist in obtaining or retaining business for or with, or directing any business to, any person.

- D. No Exclusive Local Markets or Franchises:** There are no exclusive Local Markets or franchises. An Associate has the right to operate anywhere in the Associate's country of residence.

- E. Prohibited Local Markets:** The Company reserves the right to designate certain Local Markets wherein all pre-marketing conduct is expressly prohibited. It is the responsibility of each Associate, prior to each

instance of conducting pre-market opening activities in an unopened market, to verify through current contact with the Company that the Local Market in which she plans to conduct those activities is not a prohibited Local Market. An Associate may obtain a list of prohibited Local Markets by calling the Company.

- F. **Violation of International Policy:** In addition to other remedies allowed by the Contract, an Associate who fails to comply with any provision of this Section 12 may be prohibited from participating in the affected international market for a period deemed appropriate by the Company. This prohibition could include but is not limited to the following:
- i. The Associate may have no right to international membership/sponsorship rights in the affected Local Market;
 - ii. The Associate and the Associate's upline may not be entitled to Commissions generated by the Associate's Downline Organization in the respective Local Market;
 - iii. Additionally, in all markets, for a period of up to one year, the Associate may not be entitled to privileges traditionally afforded Associates such as recognition at corporate events or in corporate literature, and receipt of new Associate sign up materials prior to the official opening of any new market.
 - iv. An Associate who has been unable to participate in a market because of non-compliance with Section 12 of this Policy Manual must petition the Company in writing for written permission to participate in the market after the period of prohibition has passed.
- G. **No Waiver of Other Rights:** The provisions of this Section 12 do not waive the Company's rights as set forth elsewhere in the Contract.

Section 13. Payment of Taxes

- A. **Income Tax:** An Associate accepts sole responsibility for all self-employment and income taxes due to income earned as a Tranont Associate. At the end of each calendar year, Tranont will provide a statement of earnings [IRS form 1099 or equivalent] for tax purposes to each Associate with an annual income at or over the minimum required to be reported to the United States Internal Revenue Service or Local Market tax authority. Note: Any contest, incentive or prize items may be included in the statement of earnings to the relevant tax authority. To the extent required by law, the Company will send notification of the Associate's Commission payments to relevant tax authorities.
- B. **Sales Tax Exemption:** If allowed by law in an Associate's domicile state or province, and by the Company, an Associate who prefers to collect, document, report, and pay his or her own sales tax may do so by obtaining a resale tax number from the State or Provincial Department of Tax or Revenue and sending the Company the proper Sales Tax Exemption form that is recognized by his or her state or province. The Company cannot exempt any Associate's order from pre-collected local sales tax until all proper documentation is on file with the Company. The Associate agrees to indemnify and hold the Company harmless regarding any liability that it is charged as a result of their failure to collect or remit sales tax.

Section 14. Authorized Use of Associate's Information

- A. **Associate Lists:** Lists of Associates and all contacts generated there from ("Lists") are the confidential property of Tranont. The Company has derived, compiled, configured, and currently maintains the Lists through the expenditure of considerable time, effort, and monetary resources. The Lists in their present and future forms constitute commercially advantageous assets and trade secrets of the Company. The right to disclose Lists and other Associate information maintained by the Company is expressly reserved by the Company and may be denied at the Company's discretion.
- B. **Confidentiality of Lists:** Vendors, suppliers, or other persons obtaining access to Lists of Associates through their production or distribution of that material contractually agree to the confidentiality and proprietary nature of those mailing lists and that any use of those lists or contacts generated therefrom, except for the sole purpose of furthering the Company's business, is expressly forbidden. They also agree that the information is the property of the Company and any materials offered to the Associates which make any reference to the Company or its programs may be done so only with the prior written consent of the Company for each separate offer.
- C. **Specific Lists:** The Company provides a uniquely tailored portion of the Lists to Associates (hereinafter in the context of Lists, the "Recipient"). Each portion of the provided List contains only information specific to the Recipient's level and his or her own downline Organization.
- D. **Limitations on Use:** These Lists are provided for the exclusive and limited use of the Recipient to facilitate the training, support, and servicing of the Recipient's downline Organization for furtherance of the Company related business only. Each Recipient agrees that each use, within its intended scope, constitutes a separate exclusive license agreement between the Recipient and the Company.
- E. **Lists Belong to Company:** These Lists remain, at all times, the exclusive property of the Company, which may, at any time and in the Company's sole discretion, reclaim and take possession of the Lists. Accordingly, each Associate agrees:
- i. To hold confidential and not disclose any Lists or portion thereof to any third Person, including, but not limited to, existing Associates, competitors, and the general public;
 - ii. To limit use of the Lists to their intended scope of furthering the Associate's Tranont- related business. The Lists may not be used to identify and solicit Tranont Associates to other commercial opportunities and activities;
 - iii. That any use or disclosure of the Lists outside of those authorized herein, or for the benefit of any third Person, constitutes misuse, misappropriation, and a violation of the Recipient's license agreement, which causes irreparable harm to the Company;
 - iv. That, upon any violation under this section, the Recipient stipulates to injunctive relief as an appropriate remedy enjoining that use under applicable national or local laws, and will immediately retrieve and return to the Company all Lists previously provided to the Recipient upon the Company's request, and that the obligations under this section will survive the termination of the Recipient's Contract.

- F. **Company Remedies for Violation:** The Company reserves the right to pursue all appropriate remedies under applicable national or local laws to protect its rights to the above-stated proprietary and trade secret information covered by the Lists. Any failure to pursue any applicable remedies will not constitute a waiver of those rights.

Section 15. Limitation of Liability

Except as provided in this Policy Manual, Tranont makes no express or implied representations or warranties with respect to the Tranont products to be provided hereunder or their condition, merchantability, fitness for any particular purpose or use by Associates. The Company shall not be liable for any:

- A. special, indirect, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the operation or use of the products including, without limitation, damages arising from loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against the Associate by any third person, even if the Company has been advised of the possibility of such damages; damages (regardless of their nature) for any delay or failure by the Company to perform its obligations under the Contract due to any cause beyond its reasonable control; or claims made a subject of legal proceeding against the Company more than one year after the alleged violation. Notwithstanding any other provision of the Contract, the Company's total liabilities hereunder shall not be greater than the amounts received by the Company pursuant to the terms of the Contract.

Section 16. Disciplinary Actions

- A. **Rights Conditioned Upon Performance:** An Associate's rights under the Contract are conditioned upon and subject to the Associate's continued performance in accordance with the terms of the Contract. Upon failure by an Associate to perform his or her obligations as set forth in the Contract, the Associate's rights cease. The Company may excuse an Associate's non-performance in whole or in part without waiving its rights and remedies under the Contract.
- B. **Possible Disciplinary Actions:** If Associates violate any of the terms and conditions of the Contract or engage in any illegal, fraudulent, deceptive, or unethical business conduct, Tranont may, in its sole discretion, invoke any disciplinary action that it deems appropriate. The potential disciplinary actions are:
- i. Issue an oral and/or written warning or admonition to the Associate;
 - ii. Closely monitor the conduct of the Associate over a specified period of time to ensure performance of the contractual duties;
 - iii. Require the Associate to provide the Company with additional assurances that the Associate's performance will be in compliance with the Contract. Further assurances may include requiring the Associate to take certain actions in an effort to mitigate or correct non-performance;
 - iv. Deny or suspend privileges that are awarded from time to time by the Company or cease performing the Company's obligations under the Contract, including but not limited to, awards, recognition at corporate events or in corporate literature, participation in Company-sponsored events, placement of product orders, promotion within the Compensation Plan, access to Company information and genealogies, or the Associate's participation in other Company programs or opportunities;
 - v. Discontinue or limit payment of Commissions from all or any part of the sales of the Associate or the Associate's Organization;

- vi. Impose a fine, which may be imposed immediately or withheld from future Commission checks;
- vii. Reassign all or part of the Associate's Organization;
- viii. Adjust the Associate's status;
- ix. Suspend the Associate, which may result in termination or reinstatement with conditions or restrictions;
- x. Terminate the Membership of the Associate; and
- xi. Seek injunctive relief or other remedies available by law.

C. Investigation: The following procedure applies when Tranont investigates an alleged violation of the Contract:

The Company will either provide the Associate with a verbal notice and/or send a written notice of the alleged breach of Contract. Each Associate agrees that the relationship between an Associate and the Company is entirely contractual. Accordingly, the Company will neither honor nor respect any claim by an Associate that the relationship is or has been quasi-contractual, has arisen by implication from any continuing practice or course of action, has been verbally authorized by an employee of the Company in contradiction of the terms of the Contract, or is otherwise implied in fact.

In a case when written notice is sent, the Company will give the Associate ten business days from the date of dispatch of a notification letter during which the Associate may present all information relating to the incident for review by the Company. The Company reserves the right to prohibit activity (e.g. sell products, sponsoring, modifying Associate information, receiving Commissions, etc.) by the Associate in question from the time notice is sent until a final Company decision is rendered.

Based on any information obtained from collateral sources and from the Company's investigation of the statements and facts taken together with information submitted to the Company during the response period, the Company will make a final decision regarding the appropriate remedy, which may include the termination of the Contract with the Associate. The Company will promptly notify the Associate of its decision. Any remedies will be effective as of the date on which notice of the Company's decision is dispatched.

- D. Request for Termination:** An Associate may request to terminate the Contract at any time and for any reason by sending a written notice to the Company of intent to terminate. Associate whose Membership is terminated may not sign up again as an Associate for six (6) months or, in the case of an Associate with the rank of Ruby or higher, for twelve (12) months.
- E. Inactivity:** Associates that fail achieve 100 PV or has not maintained access to the Business Tools, may be suspended. Ninety (90) consecutive days of inactivity results in soft probation. Soft probation results in the Associate being required to pay a \$149.00 reactivation fee plus reactivate with 100PV in that month. A Membership may be terminated by the Company if the Membership is not active and if the annual renewal fee has not been paid. Tranont reserves the right to terminate any account after thirty (30) days of nonrenewal.
- F. Time Limitation on Claims Made:** The Company will not review any violation of the terms and conditions of the Contract not brought to the Company's attention within one (1) years of the initiation of the alleged violation. Failure to report a violation within the one (1) year period will result in the Company not pursuing

the allegations to prevent stale claims from disrupting the ongoing business activities of Memberships. All reports of violations must be in writing and sent to the attention of the Tranont legal department.

- G. **Action against an Associate:** The Company may act against an Associate as outlined in this Section 16 of the Policy Manual and elsewhere in the Contract if the Company determines, in its sole discretion, that the Associate's conduct is detrimental, disruptive, or damaging to the well-being or reputation of the Distributor network or the Company.

Section 17. Contract Changes

- A. **Amendments on Thirty Days' Notice:** Tranont expressly reserves the right to make any amendments or modifications to the Contract and/or the Compensation Plan. Tranont will give thirty (30) day notice to the Compensation Plan. All other contractual changes are valid upon publication. Tranont will make every effort to notify Associates when changes are made.
- B. **Associates Bound by Amendments:** Associates will be bound by any amendments to this Policy Manual, the Contract, and/or the Compensation Plan upon notification of amendments through any of Tranont's official channels of communication including the Company's website, emails, SMS text messages, newsletters or other publications or mail to the Associate. Ordering products or accepting commission payments confirms an Associate's ongoing acceptance of the Contract and any amendments, and the agreement to be bound by the Contract.

Section 18. Successors and Claims

- A. **Binding Effects and Continuing Benefits:** The Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- B. **Transfer of a Membership Position:** Associates may gift, sell, convey, assign or otherwise transfer their Membership Position under this Contract ONLY with the prior written consent of Tranont. Tranont may freely assign the Associate's Membership Position at any time. Any attempt by an Associate to gift, sell, convey, assign or otherwise transfer the Contract without the express prior written consent of Tranont renders the Contract terminable at the option of Tranont and may result in termination of the Associate's business. The membership position in question must be in good standing and active for Tranont to consider the approval of a transfer or assignment. A transfer fee up to \$1000.00 USD will apply.

If for purposes of signing up again as an Associate, a gift, sale, transfer or assignment is treated as a termination with respect to the transferor. In other words, an Associate who gifts, sells, conveys or otherwise transfers his or her Membership is required to wait six (6) months or one (1) year in the case of rank Ruby or higher, from the official termination date to sign up again. An Associate may not sell, convey, assign, or otherwise transfer any right conveyed by the Contract to any Person or entity without the express, prior written consent of the Company. An Associate may delegate his or her responsibilities but is ultimately responsible for ensuring compliance with the Contract and applicable laws.

- C. **Membership Succession:** If Associate dies or becomes incapacitated, that Associate's organization will pass to the Associate's legal successors under the appropriate laws. Successors should promptly notify the Company in writing of such an event and provide the proper documentation. If the Successors wish to transfer the interest, they must do so by written application and agree in writing to abide by Tranont's current Terms and Conditions and Policies Manual.

- D. Operation of the Membership during Divorce or Dissolution:** During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:
- i. One of the parties may, with consent of the other(s), operate the Membership 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.
 - ii. The parties may continue to operate the Membership jointly on a “business-as-usual” basis, whereupon all compensation paid by the Company will be paid in the joint names of the Associates or in the name of the entity to be divided as the parties may independently agree between themselves.
- E. Memberships are Indivisible:** Under no circumstances will the Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will the Company split Commission checks between divorcing spouses or Associates of dissolving entities. The Company will recognize only one Organization and will issue only one check per Membership per commission cycle. 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 the ownership of the business, the Membership may be involuntarily canceled.
- F. Court Proceedings:** Associates involved in court proceedings over the ownership or the management of a Membership are under obligation to inform the Court that the Membership is indivisible, and that the Company will not divide an Organization or Commission checks. The final order must expressly assign ownership of the Membership.
- G. Waiting Period to Sign up Again:** If a former spouse or a former entity Associate has completely relinquished all rights in their original Membership, they are thereafter free to enroll under any sponsor of their choosing, so long as they meet the waiting period requirements set forth in above. In such case, however, the former spouse or partner shall have no rights to any Associates in their former organization. They must develop the new business in the same manner, as would any other new Associate.

Section 19. Miscellaneous

- A. Waiver:** The waiver by Tranont of any Associate's breach of any provision of the Contract must be in writing and will not be construed as a waiver of any subsequent or additional breach. The failure by the Company to exercise any right or prerogative under the Contract will not operate as a waiver of that right or prerogative.
- B. Integrated Contract:** The Contract is the final expression of the understanding and agreement between the Company and an Associate concerning all matters touched upon in the Contract and supersedes all prior and contemporaneous agreements of understanding (both oral and written) between the parties. The Contract invalidates all prior notes, memoranda, demonstrations, discussions and descriptions relating to the subject matter of the Contract.

The Contract may not be altered or amended except as provided therein. The existence of the Contract may not be contradicted by evidence of any alleged prior contemporaneous oral or written agreement. Should any discrepancy exist between the terms of the Contract and verbal representations made to any Associate by any employee, the express written terms and requirements of the Contract will prevail.

- C. **Dispute Resolution:** Filing a dispute with your financial institution over payments made to Tranont will result in immediate termination of the Associate's membership with Tranont. In the event of any dispute, claim, question, or disagreement arising from or relating to the Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered in Salt Lake County, Utah, by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and there shall be no right or authority for any dispute, claim, question or disagreement to be arbitrated on a class action basis. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Contract.

Notwithstanding this dispute resolution provision, nothing herein shall prevent Tranont from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Tranont's interest prior to, during, or following any mediation or other proceeding.

- D. **Litigation and Claims:** In order to protect Tranont, its assets, and its reputation from claims or disputes created by outside (non-Associate) third parties, the Company requires that if any Associate is charged with any infringement of any proprietary right of any outside third party (who is not an Associate) arising from any of the Company's proprietary assets, or if the Associate becomes the subject of any claim or suit related to that Associate's business-related conduct or any other action that directly or indirectly negatively affects or puts the Company, its reputation, or any of its tangible or intangible assets at risk, the affected Associate shall immediately notify the Company. The Company may, at its own expense and upon reasonable notice, take whatever action it deems necessary (including, but not limited to, controlling any litigation or settlement discussion related thereto) to protect itself, its reputation, and its tangible and intangible property. The Associate shall take no action related to that claim and suit, unless the Company consents, which consent shall not unreasonably be withheld.
- E. **Governing Law/Jurisdiction:** The parties consent to exclusive jurisdiction and venue before any federal court in Salt Lake County or any state court in Salt Lake County, State of Utah, for purposes of seeking equitable relief and/or enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue. Associates agree that, notwithstanding any statute of limitation to the contrary, any claim or action an Associate may wish to bring against Tranont for any act or omission relating to the Contract must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against Tranont for such act or omission. The Associate waives any and all claims or rights to have any other statute of limitation apply.
- F. **Severance:** Any provision of the Contract that is prohibited, judicially invalidated, or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of the prohibition, invalidation, or unenforceability in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision of the Contract will not invalidate or render unenforceable any other provision of the Contract, nor will that provision of the Contract be invalidated or rendered unenforceable in any other jurisdiction.

- G. **Force Majeure:** The parties to the Contract shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, war, or public enemy.
- H. **Headings:** The headings in the Contract are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of the Contract.
- I. **Notices:** Unless otherwise provided in the Contract, any notice or other communications requested or permitted to be given under the Contract shall be in writing and shall be delivered personally, transmitted by facsimile or sent by first class, certified (or registered) or express mail, postage prepaid to the following address:

Tranont
3451 N. Triumph Blvd.
Garden Level
Lehi, UT 84043

Unless otherwise provided in the Contract, notices shall be deemed given when delivered personally, or if transmitted by facsimile, one day after the date of that facsimile, or if mailed, five days after the date of mailing to the address of the Company's headquarters or to the Associate's address as provided on the Associate Agreement, unless notice of an address change has been received by the Company. The Company shall have the right, as an alternative method of notice under this Section, to use mailers, Company websites, or other normal channels of communications with Associates.

Last updated: July 9, 2019