

POLICIES & PROCEDURES

(Revision Effective April 27, 2023)

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POLICIES & PROCEDURES

SECTION 1 INTRODUCTION

Welcome to 7k! You are reading these Policies and Procedures because you are considering becoming or have applied to become a 7k Associate. As a 7k Associate, you can turn your hobby into a passion and supplement your income⁺ by referring customers to 7k. As a 7k Association you can be compensated for actual sales made by 7k to those you have referred. You can also build a team of 7k Associates in your 7k Marketing Organization to earn override commissions under the 7k Share Plan based on your efforts to lead, train, and help your team grow sales.

You are bound by these 7k Policies and Procedures (the "Policies"), which are incorporated into and are part of the 7k Independent Associate Application and Agreement ("7k Associate Agreement") and the 7k Share Plan. They also incorporate the 7k Customer/Member Privileges & Conditions, the 7k Privacy Policy, and the 7k Website Terms & Conditions, published at <u>www.7kmetals.com</u>. Collectively, these documents are referred to here as the "7k Agreement" and your relationship with 7k is governed by their terms, as amended from time to time.

PLEASE READ THESE POLICIES CAREFULLY AS THEY ARE PART OF A BINDING CONTRACT THAT OUTLINES YOUR RIGHTS AND OBLIGATIONS AND DEFINES YOUR RELATIONSHIP TO 7K, INCLUDING BUT NOT LIMITED TO:

- As a 7k Members you are a preferred customer who will enjoy the pricing, access, and benefits of membership; but you are <u>not</u> automatically a 7k Associate and cannot earn money or participate in the 7k Share Plan until meeting the requirements of and agreeing to the terms of the 7k Agreement (see SECTION 4.5);
- If your application to become a 7k Associate is accepted, you will be an INDEPENDENT CONTRACTOR AND <u>NOT</u> AN EMPLOYEE, which means you will be engaged in a separate trade or business, free to direct your own work, hire your own employees, and set your own schedule, and also obligated to pay your own taxes, insurance, and business expenses (see SECTION 4.6);
- You may cancel at any time, and 7k may terminate the 7k Agreement for Associates who fail to follow applicable laws, the terms of the 7k Agreement, and all 7k policies, including rules regarding permissible marketing claims, conflicts of interest, and ethical business practices (see SECTION 5 and SECTION 11);
- Under 7k's conflict of interest policies, 7k Associates may sell other non-7k products and participate in other business ventures, but they must not cross-market or Solicit 7k customers to purchase Competing Products or to participate in Competing Business Opportunities, or co-market non-7k products, services, or opportunities at the same time, location, or in connection with 7k offerings (see SECTION 5.6);
- 7k Associates are not and must not hold themselves out as investment advisors or gold/silver dealers – you must never give legal, tax, or investment advice or make promises or predictions about future prices for precious metals or collectible coins (see SECTION 6.4); and
- Under the 7k Associate Agreement, you agree to mandatory individual arbitration for all dispute resolution, and you agree that any claims or actions you bring will be on an individual basis and not as a part of a class or with any other person (see SECTION 13).

†SPECIAL NOTICE ABOUT THE 7K SHAREPLAN

IF YOUR APPLICATION IS ACCEPTED BY 7K, YOU WILL HAVE REWARDING OPPORTUNITIES FOR PERSONAL GROWTH AND LEADERSHIP DEVELOPMENT, AND YOU CAN BECOME ELIGIBLE TO EARN SUPPLEMENTAL INCOME BY REFERRING CUSTOMERS TO 7K. COMMISSIONS ARE BASED ON ACTUAL PRODUCT SALES BY 7K TO THE CUSTOMERS YOU REFER. RESULTS VARY AND SUCCESS IS NOT GUARANTEED AND REQUIRES TIME, SKILL, AND HARD WORK. MOST (APPROXIMATELY 80%) OF THOSE WHO BUY 7K PRODUCTS EACH MONTH ARE CUSTOMERS WHO ACQUIRE PRECIOUS METALS AND COLLECTIBLE COINS FOR THEIR OWN COLLECTIONS, AND THEY NEVER APPLY TO PARTICIPATE IN THE 7K SHARE PLAN.

MEDIAN GROSS EARNINGS FOR ACTIVE PARTICIPANTS IN THE 7K SHARE PLAN ARE AROUND \$500 PER YEAR, EXCLUDING TAXES AND CUSTOMARY BUSINESS EXPENSES, WHICH VARY GREATLY DEPENDING ON INDIVIDUAL CIRCUMSTANCES. FOR MORE INFORMATION ON WHAT'S POSSIBLE, VISIT WWW.7KMETALS.COM.

1.1 ABOUT 7K

7k Metals, LLC ("7k") is an online retailer of precious metals, offering gold and silver bullion, numismatic (collectible) coins, and other valuable collectibles to coin enthusiasts and collectors around the world. 7k gives both the discerning collector and the average consumer easy access to precious metals and modern collectible coins at competitive prices and with no minimums or maximums. 7k does not have (nor authorize the sale of its products at) any physical retail location.

7k is a limited liability company organized in Idaho in 2016 by its founders, Josh Anderson, Roger Ball, Zach Davis, and Richard Hansen. The goal of 7k's disruptive innovation model is to create a new market and value network in the precious metal, collectible coin, and network marketing industries, and to break down barriers and open doors to make these markets more accessible, affordable, and fair to the average consumer.

7k's mission is to create and empower generations of informed collectors with a convenient and affordable platform to purchase precious metals and collectibles, acquire and preserve wealth, and leave a lasting legacy.

1.2 7K CUSTOMER MEMBERSHIPS

More than 80% of those who buy 7k products each month are customers and collectors who love precious metal and collectible coins – they are not participating in the 7k Share Plan (see below). Casual collectors can purchase valuable numismatic coins, jewelry, and other collectibles directly from 7k through its website or a special link to a 7k replicated website at full retail prices.

Most customers choose to purchase an annual customer Membership, to become preferred customers and gain access to exclusive benefits, services, and special product offerings at Member pricing. Each Membership option is designed to meet different interests and budgets, but all 7k Members are customers who are bound by the terms of the separate 7k Customer and Member Privileges & Conditions, incorporated herein. 7k sells and ships directly to its customers/Members through a directto-consumer, e-commerce model. Depending on the Membership selected by a customer, Members get access to:

- 7k Coin Drops[™] give Members first access to highly collectible, graded, and low mintage coins;
- 7k Bullion offers special Member pricing on physical, IRA-eligible gold and silver bullion;
- **7k AutoSaver™** subscriptions that make it fun, easy, and affordable to start collecting valuable gold and silver numismatic coins, curated by 7k's experts and sent to the Member each month;
- soundmoney[®] memberships offer access to a third-party digital platform that makes it easy
 to buy and sell physical gold and silver bullion; with the option to store and track, vaulted
 gold and silver, held in a secure, private vault; and the ability to send and receive gold and
 silver to and from friends and family through a secure platform available online or through an
 app (transfers subject daily limits);
- StacknSell[™] membership provides access to a third-party digital tool for collectors to catalog
 the graded coins they own; manage their collection; monitor current market value; and buy
 and sell graded, collectible coins from other users through a secure online marketplace,
 specially designed by and for collectors;
- 7k Advantage Rewards Program, offering Members incredible savings and discounts on travel, entertainment, food, shopping, and other products and services through participating retailers;
- 7k Getaways[†], give 7k Members and their family the option to purchase curated vacation packages at 7k's group pricing to visit amazing places, share experiences with likeminded individuals, and create memories together; and the
- 7k Health⁺⁺, which gives Members the option to purchase affordable health care access and insurance offered by a third-party insurance provider to 7k Members at 7k's group pricing (where available);
- 7k Training Center, a subscription to an online training and educational platform, with high
 quality videos, articles, and other resources to help Members become skilled collectors and
 informed buyers of gold and silver.

SECTION 3 IMPORTANT NOTICES AND DISCLOSURES

3.1 RISK OF LOSS NOTICE

BUYING, OWNING, AND SELLING PHYSICAL PRECIOUS METALS CARRIES RISK AND HAS LEGAL AND TAX IMPLICATIONS. THE PRICE AND FUTURE VALUE OF PRECIOUS METALS ARE BASED ON MANY FACTORS AND ARE SUBJECT TO MARKET, ECONOMIC, AND POLITICAL CONDITIONS. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE VALUE.

BUYERS AND SELLERS OF PHYSICAL PRECIOUS METAL CAN LOSE MONEY IF CURRENT BUYBACK PRICE IS LESS THAN THEIR ORIGINAL RETAIL PURCHASE PRICE (I.E., ORIGINAL SPOT PRICE PLUS PREMIUM), TOGETHER WITH ANY APPLICABLE STORAGE OR TRANSACTION FEES. FOR EXAMPLE, A BUYER OF PRECIOUS METAL WILL LIKELY LOSE MONEY IF THEY QUICKLY BUY AND SELL BULLION BEFORE THE BUYBACK PRICE EXCEEDS THE ORIGINAL PURCHASE PRICE PLUS ANY APPLICABLE TAXES AND FEES. THE VALUE OF PHYSICAL PRECIOUS METALS FLUCTUATES AND MAY RISE OR FALL OVER TIME.

7K IS NOT AN INVESTMENT ADVISOR AND DOES NOT OFFER INVESTMENT, TAX, OR LEGAL ADVICE. CONSULT YOUR OWN LEGAL, TAX AND FINANCIAL ADVISORS BEFORE PURCHASING OR SELLING PRECIOUS METALS.

3.2 INDIVIDUAL ARBITRATION & CLASS ACTION WAIVER NOTICE

THIS ARBITRATION NOTICE AFFECTS YOUR LEGAL RIGHTS. PLASE READ IT CAREFULLY.

THE 7K SERVICES ARE BEING MADE AVAILABLE AND PRICED BY 7K ON THE BASIS OF YOUR ACCEPTANCE OF BINDING INDIVIDUAL ARBITRATION TO RESOLVE ALL DISPUTES. BY USING THE 7K SERVICES AND ENTERING INTO THIS USER AGREEMENT, YOU ARE AGREEING TO BINDING ARBITRATION RATHER THAN LITIGATION IN ANY COURT. YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO ASSERT ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH 7K, THE 7K SERVICES, OR THESE PRIVILEGES & CONDITIONS IN ANY COURT, EXCEPT AS EXPRESSLY PROVIDED BELOW IN SECTION XIV. YOU UNDERSTAND THAT ANY CLAIMS YOU MAKE MUST BE SUBMITTED TO ARBITRATION ONLY AND ONLY ON AN INDIVIDUAL BASIS AND MAY NOT BE JOINED OR CONSOLIDATED IN ANY FORUM WITH THOSE OF ANY OTHER PERSON NOR ADJUDICATED OR ARBITRATED ON A CLASS BASIS, IN A REPRESENTATIVE CAPACITY, ON BEHALF OF THE GENERAL PUBLIC, OR ON BEHALF OF ANY OTHER PERSON. YOU FURTHER ACKNOWLEDGE THAT YOU ARE ENTERING INTO THIS USER AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS WHATSOEVER EXCEPT THOSE CONTAINED IN THE TERMS OF THE USER AGREEMENT ITSELF.

3.3 ANTI-MONEY LAUNDERING & KNOW YOUR CUSTOMER NOTICE

7k sells physical gold and silver bullion and numismatic coins and may be considered a "dealer in jewels, precious metals, or precious stones" under the Bank Secrecy Act ("BSA") and is subject to antimoney laundering (AML) laws and regulations. As a part of 7k's AML program, it prohibits and actively works to prevent money laundering and any activity that facilitates money laundering, tax evasion, or the funding of terrorist or criminal activities by complying with all applicable requirements under the BSA and the USA PATRIOT Act, and their implementing regulations.

3.4 NOTICE OF PRIVACY & REPORTING OBLIGATIONS

Consistent with the 7k Privacy Policy, 7k may share customer information with its affiliates, vendors, and Associates for the purpose of providing contracted 7k Services, and to fulfill its anti-money laundering due diligence. 7k values customer privacy and confidentiality and does not sell or voluntarily disclose information about customers or their holdings with third parties. Customers may formally request that 7k not sell their information with third-parties by clicking on DO NOT SELL MY INFORMATION on 7k's website, or by emailing a request to privacy@7kmetals.com.

7k may be compelled to provide customer/Member information in response to subpoenas, court orders, or other regulatory or legal processes. In some circumstances, 7k or its partners may be required to report certain cash or precious metal transactions to the U.S. Internal Revenue Service (IRS) or other taxing or regulatory agencies, as required by applicable law.

3.5 NOTICE THAT 7K IS NOT A BANK OR MONEY SERVICES BUSINESS

7k Membership may include a membership to **SOUNDMONEY®**, a third-party online, digital dashboard that facilitates the purchase, sale, and private storage of physical gold and silver bullion. Neither 7k nor SOUNDMONEY are banks, and they rely on banking institutions, credit card processors, and other

licensed money services businesses to facilitate transfers of stored value, or they may act as an agent of these third-parties where required. Requests to transfers vaulted physical gold or silver or stored value managed in SOUNDMONEY internal accounts are transferred among SOUNDMONEY users by internal ledger entries at the private vault, and are subject to daily \$1,000 USD limits. Transactions with vendors and third-parties may only be made after upgrading to and using the SOUNDMONEY® WALLET debit card (where available), which may be provided by an authorized third-party financial institution under separate agreement. Neither 7k nor SOUNDMONEY are banks.

3.6 NOTICE THAT PREPAID ACCESS WALLETS ARE NOT FDIC INSURED

MEMBER PRE-PAID ACCESS FUNDS ARE COMMINGLED AND HELD ON DEPOSIT IN COMPANY BANK ACCOUNTS AND ARE NOT SEPARATELY FDIC INSURED. 7k and SOUNDMONEY strongly discourage their customers from accumulating prepaid access/stored value in their wallet accounts.

7k Members can add funds to their 7k wallet as pre-paid access, up to \$1,000 USD per day, to facilitate their purchase of precious metals. 7k may give Associates the option to receive commissions in gold sent directly to the private Vault and tracked in the SOUNDMONEY[®] Wallet. SOUNDMONEY pre-paid access funds are commingled in common bank accounts, and vaulted holdings are held in a non-segregated, private vault(s). All vaulted holdings become fungible, tracked, managed, and accounted for on internal ledgers. Vaulted physical precious metals are stored in a secure, fully-insured private vault(s).

3.7 NOTICE ON PREMIUMS, SPREAD, AND LOSS

The purchase of precious metals from 7k or facilitated by the SOUNDMONEY[®] WALLET from 7k, Stackn-Sell, SOUNDMONEY or other participating vendors may be fulfilled by third-party dealers and delivered to the customer or to the Vault designated by the Customer.

7k's precious metal bullion is priced based on the "Spot Price" plus a market "Premium." Spot Price is the current price per ounce for "paper" gold or silver, as exchanged on global commodity markets. The Premium includes wholesale and retail markups over the "paper" Spot Price that accounts for the costs of mining, refining, design, minting, marketing, sale, distribution, and retail margin on physical bullion sales.

Premiums can be calculated by taking the bullion retail price, less the current Spot Price. The Premium charged through 7k or SOUNDMONEY is comparable to other precious metal dealers and varies and fluctuates depending on the (1) Type of metal (e.g., gold vs. silver); (2) Form of bullion (e.g., bars vs. rounds); (3) Quantity purchased (e.g., premium is higher on fractional ounce coins/rounds than on 100 oz bars); (4) Market supply and demand (e.g., the supply of bullion and the allocation available to retailers vs. allocations to other bullion retailers vs. customer demand); (5) Global, national, and local economic and political conditions (e.g., supply chain obstacles and costs, legal restrictions, and taxes, tariffs, customs duties, and other regulatory costs); (6) general operating and inventory carrying costs; and (7) Other strategic business factors.

The difference between the wholesale price paid by 7k to buy (or buy back) bullion and 7k's retail selling price is its "Spread" and constitutes 7k's gross profit (before expenses). Until the Bullion Buy Back price exceeds the original retail purchase price, a seller of bullion will lose money.

3.8 NOTICE ON RETURNS & BUYBACK / LIQUIDATION

All returns and refunds are governed by SECTION 7 of the 7k Policies. 7k Memberships and product purchases are generally fully refundable if cancelled within 3 days, or within the applicable "cooling off" or rescission period provided by applicable law (i.e., 5 days in Alaska; 15 days in North Dakota for age 65 and older; 10 days in Canada; 14 days in the United Kingdom).

Numismatic coins are subject to 7k's standard 30-day return policy and must be returned in resalable condition. Jewelry sales are typically non-refundable but returns require pre-authorization and special handling. All returns may be subject to a 10% restocking fee and refunds will exclude shipping, handling, and insurance costs, which are non-refundable.

ONCE SHIPPED OR DELIVERED, SALES OF PHYSICAL GOLD AND SILVER BULLION ARE FINAL AND ARE NOT GENERALLY REFUNDABLE. 7k will consider requests to repurchase or buyback bullion at current market buyback prices, consistent with the 7k Bullion Buyback policy.

Bullion stored in private Vaults participating with SOUNDMONEY can be liquidated by offering to sell it back through the SOUNDMONEY[®] WALLET. Offers to sell are digitally reviewed and processed at the then currently published Buyback Price. Buyback pricing tracks and approximates the wholesale or bulk pricing available to the retailer from its bullion suppliers, and is generally greater than Spot Price, but less than current retail prices. Buyback offers are typically accepted but 7k and SOUNDMONEY each

reserves the right to reject any Buyback offer.

All returns are

IMPORTANT: UNDER THE SEPARATE SOUNDMONEY USER AGREEMENT, SOUNDMONEY RESERVES THE RIGHT, AT ITS OPTION, TO DISBURSE AND SHIP PHYSICAL VAULTED HOLDINGS IN LIEU OF PURCHASING VAULTED HOLDINGS OFFERED THROUGH SOUNDMONEY'S BUYBACK OR LIQUIDATION PROCESS. DISBURSEMENT FEES APPLY.

3.9 NOTICE ON VAULT STORAGE & DISBURSEMENT FEES

Private Vault services are separately facilitated by SOUNDMONEY through third-party vaults, including the SOUNDMONEY Private Vault, a division of Stack-N-Sell, LLC, a Delaware limited liability company doing business in Idaho (the "Vault"). Vault services are governed by a separate Private Vault Custody Agreement, which is incorporated into these Policies. Vaulted holdings are subject to standard disbursement fees when made available for pickup or physically shipped to Members with a current, active 7k Membership. Failure to maintain an active 7k Membership or a separate membership through SOUNDMONEY will subject SOUNDMONEY® WALLET and Vaulted Holdings to applicable monthly or quarterly storage fees, annual membership fees, transaction fees, dormancy fees (e.g., for cancelled or inactive accounts), or assessment of administrative costs, as provided in the Notice of Fees & Limits and the separate Private Vault Custody Agreement.

3.10 NOTICE REGARDING 7K ADVANTAGE

7k Advantage Rewards Program is an online discount program, offered to 7k Members by contract through a 3rd party, Access VG,LLC. 7k Advantage offers savings and discounts on travel, entertainment, food, shopping, and other products and services through more than 800,000 participating retailers. 7k disclaims all liability and makes no representation or warranty concerning offers made by third parties through 7k Advantage.

3.11 NOTICE REGARDING 7K GETAWAYS[†]

7k Getaway vacations are available for purchase by 7k customers who purchase a qualifying 7k Membership. Members benefit from 7k's group discount pricing and curated vacation plans. 7k occasionally offers special contests for 7k's independent marketing Associates to earn credits towards 7k trips, based on achieving specific sales growth targets set by 7k. Qualification for travel credits is not typical, and fewer than 5% of active 7k Associates earn free travel rewards.

3.12 NOTICE REGARDING 7K HEALTH⁺⁺

7k does not offer, sell, negotiate, or solicit the purchase of health insurance. 7k Members who purchase a qualifying membership get access to purchase affordable health care options offered by FMA Benefits, ranging from 24/7 virtual telecare, prescription discounts, pet care, and including insurance plans offered by the Sovereign Nations Health Consortium (SNHC) at 7k's negotiated, group pricing. SNHC owns and operates a wholly owned sovereign domestic insurance company called Sovereign Nations Insurance (SNI). Participation in SNI is subject to eligibility requirements, limitations, and restrictions specified in SNI Plan Documents. SNI insurance is not available in all states. 7k Associates may inform prospective 7k Members about the inclusion of 7k Health as a 7k membership benefit, but they may not market, offer, sell, negotiate, or solicit prospects to purchase plans from FMA Benefits.

3.13 NOTICE REGARDING IRAS BACKED BY PRECIOUS METALS

7k offers physical gold and silver bullion that is IRA-eligible. IRAs backed by precious metals are available from third-party providers. 7k does not offer IRA services and is not an IRA custodian. 7k is not an investment advisor and information provided by 7k is for educational purposes only. 7k makes no warranty or guarantee of future value and recommends that its customers consult their own legal, tax and financial advisors before purchasing precious metals for a self-directed IRA.

SECTION 4 PURPOSE OF THE 7K AGREEMENT AND THESE POLICIES

The 7k Agreement and these Policies are intended to (a) define the relationship between 7k and its Associates; (b) establish the rights, privileges, and obligations of 7k and its Associates; (c) outline standards of acceptable business conduct and ethics; (d) protect consumers and ensure that 7k and its Associates follow legal and regulatory requirements; (e) promote a culture of fairness, integrity, and equal opportunity for all 7k Associates; and (f) enable 7k Associates to build an independent marketing

business that provides an opportunity to create a modest supplemental income stream.

4.1 WHAT IS A 7K ASSOCIATE?

7k promotes its products and services for sale directly to consumers through its e-commerce website, traditional and digital marketing activities, and through personal referrals made by other 7k Members.

When a 7k Member refers at least two other customers who purchase 7k products or buy a qualifying 7k customer Membership, they become eligible to apply to become a 7k Associate with the opportunity to earn referral commissions. 7k Associates are independent contractors who are ordinary people who like 7k's products and services enough to want to make a little extra money by referring others to 7k.

7k pays 7k Associates commissions on the sale of certain products and the purchase of customer Memberships made by customers they refer. 7k Associates also have the potential to earn override commissions by building and leading a team of 7k Associates who make referrals that result in actual 7k sales.

4.2 MEMBER DIRECT MARKETING AND THE 7K SHARE PLAN

(a) 7k refers to its business model as "Member Direct Marketing", with commissions earned as a part of the "7k Share Plan." The 7k Share Plan, as amended from time to time, is part of and incorporated into the 7k Agreement and these Policies.

(b) Under the 7k Share Plan, 7k Associates simply share what they like about 7k with their friends and family. If those referrals result in 7k selling commissionable products (e.g., collectible coins or jewelry) or 7k customer Memberships, the 7k Associate earns points, and 7k pays the 7k Associate a commission based on the 7k Share Plan. 7K ASSOCIATES CANNOT EARN COMMISSIONS ON SALES AIDS, MARKETING MATERIALS, OR PURELY BY RECRUITING OTHER 7K ASSOCIATES.

NOTE: 7k's Member Direct Marketing business model is unique, but some may compare its compensation and commission structure to what is sometimes referred to as Multi-Level Marketing (MLM), however there are some important distinctions. Unlike traditional MLM companies, 7k Associates do not purchase or carry inventory for resale. 7k sells the retail product directly to the consumer, takes all orders directly through its website, carries the inventory, fulfills and ships all orders, and handles all customer service. And, there are no required purchases to participate – qualification to earn commissions can be achieved when referred customers purchase qualifying products or Customer memberships using a unique link to the 7k Associate's replicated 7k website, or by personally participating in 7k Autosaver or purchasing qualifying numismatic coins for their own collections.

4.3 HOW IS A 7K ASSOCIATE DIFFERENT FROM A 7K MEMBER?

(a) 7k Members are preferred customers, but they are <u>not</u> automatically or necessarily 7k Associates. Only 7k Associates can become eligible to earn money by participating in the 7k Share Plan. Those wishing to become participants in the 7k Share Plan must separately apply to become a 7k Associate, provide a valid tax identification number, complete required Know-Your-Customer diligence, meet specific legal and contractual requirements, and affirmatively agree to the terms of the 7k Agreement.

(b) Those wishing to participate in the 7k business opportunity without the benefits of 7k Membership may do so by purchasing a "Sales Center Only" License, which provides access to a 7k Replicated Website to make retail sales, plus limited access to the 7k Back Office.

4.4 7K ASSOCIATE BENEFITS

After 7k has accepted and approved a completed 7k Application, the new 7k Associate will enjoy the rights and obligations of the 7k Share Plan and the 7k Agreement. In addition to the benefits of any 7k customer Membership previously purchased, 7k Associates additionally have the opportunity to:

(a) promote and market 7k in their country of residence or in such Countries where 7k is open and authorized to conduct business and in which the 7k Associate is legally authorized to work;

(b) refer customers to 7k by sharing a unique link to a 7k replicated website, sponsoring customers who purchase customer Memberships, and participating in the 7k Share Plan (to receive commissions and bonuses, if eligible);

(c) share the 7k Share Plan with enthusiastic 7k customers/Members, and sponsor them as

new 7k Associates, build a 7k Marketing Organization, and progress through the 7k Share Plan;

(d) receive periodic 7k literature and special 7k communications;

(e) benefit from access to 7k-sponsored support, service, training, motivation, and recognition events (upon payment of applicable charges); and

(f) participate in promotional and incentive contests and programs sponsored by 7k for its Associates.

4.5 REQUIREMENTS TO BECOME A 7K ASSOCIATE

4.5.1 General Requirements

To become a 7k Associate, participate in the 7k Share Plan, and have the potential to earn marketing commissions, an Applicant must first meet ALL of the following requirements:

(a) **Age and Residence:** Applicants must (i) be 18 years of age (or attained the legal age of majority except as provided in section 4.5.2(b)) at the time of application, and (ii) be a legal resident in the country of residence ("Home Country"), (iii) have work authorization and (iv) have the legal capacity to execute the 7k Agreement in their Home Country, which must be the United States or a U.S. Territory, or "Other Countries" where 7k is officially open for business (an "Authorized Country");

(b) **Customer Referrals:** Before application, a Member must have referred at least two (2) customers who have purchased a qualifying 7k customer Membership or products, and has accrued the minimum points necessary to earn a minimum commission under the 7k Share Plan;

(c) **Application:** Applicants must submit a properly completed 7k Independent Associate Application ("7k Application") and digitally sign and deliver the 7k Agreement (without alteration) to 7k, using 7k's online Associate Enrollment Process available on 7k's official website, which must be accepted and approved by 7k;

7K RESERVES THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO ACCEPT OR REJECT ANY 7K INDEPENDENT ASSOCIATE APPLICATION AND AGREEMENT;

(d) Valid Tax ID: Applicants must provide 7k with a valid Tax Identification Number (TIN) associated with the legal name of the Applicant, and documentation that proves residency and/or tax status in the resident country of enrollment. Applicants must provide the actual TIN assigned to the Applicant by the proper governmental authority. Each 7k Account may only have a single legal owner, which must have a unique TIN. ASSOCIATES GRANT AUTHORITY TO 7K, AND 7K RESERVES THE RIGHT TO CHARGE, DEDUCT, AND OFFSET AGAINST THE APPLICANT'S PENDING COMMISSIONS, ACCOUNT BALANCE, METHOD OF PAYMENT, OR SOUNDMONEY [®] WALLET BALANCE ANY FEES, FINES, OR COSTS ASSOCIATED WITH AN INVALID OR INCORRECT TIN;

NOTE: Depending on the country, the TIN might also be called a Social Security Number (SSN) (United States or US Territories), a Federal Employer Identification Number (FEIN) (for U.S. companies), Social Insurance Number (SIN) (Canada), Unique Taxpayer Reference (UTR) (United Kingdom), Tax File Number (TFN) (Australia), Inland Revenue Department number (IRD) (New Zealand), Registro Federal de Contribuyentes (RFC) (Mexico), VAT ID, or the applicable identification number, and documentation that proves residency and/or tax status in the resident country of enrollment;

(e) **Current Contact Information and Method of Payment:** Applicants must provide 7k with a valid email address (not already associated with another 7k Associate), a current mailing address, and a valid method of payment and/or successfully linked a bank or fully setup a **soundmoney**[®] wallet account (not already associated with another 7k Associate account); and

(f) **KYC:** Applicants must timely provide requested information and documentation to satisfactorily complete 7k's Know Your Customer (KYC) due diligence and anti-money laundering requirement. Failure to complete KYC requirements may result in an account suspension or cancellation.

APPLICANTS ARE NOT ABLE TO PARTICIPATE IN THE 7K SHARE PLAN AND 7K SHALL HAVE NO OBLIGATION TO PAY ANY COMMISSIONS UNTIL THE APPLICANT HAS SATISFACTORILY COMPLETED ALL KYC REQUIREMENTS.

4.5.2 Special Circumstances

(a) **Business Entities.** If an Applicant is a corporation, limited liability company, partnership, trust or other legal business entity (a "Business Entity"), it must submit a properly completed 7k Business Entity Registration Form and the individual (natural person) managing the account must

provide satisfactory legal documents requested by 7k to (i) confirm the tax identification number (e.g., a W-9) and verify legal status of the Business Entity, (ii) identify the Ultimate Beneficial Owner(s) (UBO), and (iii) identify the managing or controlling officer(s), director(s), or member(s) of the entity.

NOTE: Required documents might include articles of incorporation and bylaws, certificates of organization and operating agreements, certificates of good standing, trust agreements, or certificates of trust.

A Business Entity applicant must designate a responsible natural person to be the Responsible Party on the account, such as the President of a Corporation, Manager of an LLC, or Trustee of a Trust. Business Entities may be required to submit an regular certifications of Ultimate Beneficial Ownership to remain active and in good standing. All legal and beneficial owners and officers, managers, and directors must individually sign or agree to the 7k Agreement and complete required KYC diligence before a Business Entity can become a 7k Associate.

(b) **Tax Exempt Entities.** Tax exempt entities which are registered and approved as tax exempt institutions under Section 501(c)(3) of the United States Internal Revenue Code or under Section 248(1) of the Income Tax Act of Canada, or a similar law in any Other Country in which 7k is authorized to conduct business, may apply to become 7k Associates as a Business Entity but may be required to provide additional documentation. Nonprofit entities may still be subject to income and sales tax, such as the Unrelated Business Income Tax (UBIT) or similar taxes. CONSULT YOUR OWN TAX ADVISOR.

(c) **Minors with Parental Consent.** 7K DOES NOT ALLOW 7K ASSOCIATES TO SOLICIT OR SPONSOR MINORS TO PURCHASE A 7K CUSTOMER MEMBERSHIPS OR TO APPLY TO BECOME A 7K ASSOCIATE. However, an individual who otherwise meets the qualifications of Section 4.5, but is a minor within twelve (12) months of legal age in their country of residence, may apply to be considered to become a Member only by obtaining and providing 7k with a written consent from their parent or legal guardian. Requests to sponsor or enroll a minor as a 7k Member or 7k Associate must be submitted in writing to <u>policy@7kmetals.com</u> to receive the Parental Consent Form to be completed and submitted to 7k Compliance. 7k reserves the right to request verification and additional documentary proof of parental or custodial guardianship.

(d) **Custodial Memberships/Accounts.** With the prior written approval of 7k's Compliance Department, a parent, grandparent, or legal guardian (a "Custodian") of a minor child may organize a Business Entity that is beneficially owned by or for the benefit of the minor child, for which the Custodian may enroll the Business Entity and/or apply to become a 7k Associate, provided that the Business Entity is legally organized, validly existing, has a unique TIN, a unique e-mail, and the Custodian provides documentary evidence that the legal guardian of the minor child has consented to and has received written notice of the account. 7k and the Custodian may be required to notify the parent/guardian of a minor child at the time the account is established, or send similar legally required notices upon making any gift or transfer to or for the benefit of the minor child. Depending on applicable law, a minor child may be entitled to take over control of the account upon reaching the age of majority.

(e) **OFAC Compliance.** Applicants and their household or family members must also not be subject to sanctions or restrictions imposed by the U.S. Office of Foreign Assets Control (OFAC), legally disqualified or prohibited from doing business with a U.S. company and/or participating in network or multi-level marketing.

(f) Anti-Corruption. If an applicant is or is a close family member of a government official, candidate, or political party official (a "Politically Exposed Person" or "PEP"), such relationship must be disclosed to 7k at the time of application or at such time as such relationship arises, for special review to ensure compliance with anti-corruption laws such as the U.S. Foreign Corrupt Practices Act (FCPA).

(g) **Criminal History.** 7k reserves the right to reject applications from or cancel the accounts of individuals or companies found to be under a current criminal justice sentence, or if previously convicted or having pled no contest to a felony within the prior seven (7) years, or any crime of moral turpitude or involving fraud at any time or found civilly liable or criminally responsible for any tort or offense that could prejudice or bring disrepute to 7k or its Associates (collectively "Criminal History"). Individuals who are in jail or prison, or otherwise involuntarily confined to a correctional or behavioral health institution are ineligible to be 7k Members or 7k Associates. 7k shall have the right to impose additional, special terms & conditions on any 7k Associate found to have a Criminal History.

(h) **Current 7k Employees.** 7k does not allow current employees, officers, or directors of 7k (or their spouse or domestic partner) to become 7k Associates or earn commissions under the 7k Share Plan.

4.6 NATURE OF RELATIONSHIP: INDEPENDENT CONTRACTOR

4.6.1 Independent Contractor Status

(a) 7k Associates provide independent marketing and related services to 7k, with the goal of referring customers to purchase products and customer Memberships through 7k's official website or through unique URLs to official 7k Replicated Websites. 7k Associates are independent contractors <u>and</u> <u>are not employees</u> of 7k.

(b) Except for compliance with applicable laws and the 7k Agreement, and an expectation to use ethical and acceptable marketing and business practices, 7k does <u>not</u> dictate (i) a 7k Associate's specific marketing methods, (ii) when or where to work, (iii) what tools/equipment must be used, (iv) or who must perform specific work. 7k does not reimburse 7k Associates for their separate business expenses, provide tools, or provide any employment-type benefits.

(c) 7k Associates are responsible to file and pay their own taxes, provide workers compensation or other insurance coverage for their business or their employees, and pay all of their own business expenses.

(d) 7k Associates may hire their own employees to assist them in building, maintaining, and managing their 7k business, without seeking approval from 7k.

IMPORTANT NOTE: Any 7k Associate who hires employees remains solely responsible for all wages, taxes, unemployment insurance, and other benefits resulting from their separate business. The 7k Associate shall also remain solely responsible for the activities of such employee(s), including any breaches of the 7k Agreement committed by such employee(s).

4.6.2 No Agency, Partnership, or Franchise

(a) 7k Associates are not corporate representatives of 7k, regardless of the rank achieved under the 7k Share Plan. Acceptance of the 7k Agreement or performance as a 7k Associate does not create an employee/employer relationship, legal representation, agency, partnership or joint venture.

(b) 7k Associates are not making an investment in 7k or in any security, and they are not purchasing a franchise.

(c) 7k Associates are not authorized speak for 7k or to act on behalf of or for 7k, nor bind 7k to any agreement, contract, debt, expense, commitment, sponsorship, or other obligation.

(d) Under no circumstances shall any 7k Associate represent themselves directly or indirectly in any manner that might indicate or suggest he or she represents or has influence over 7k's corporate decisions, or authority or representation from 7k.

4.6.3 Estoppel and Indemnification

(a) 7k Associates are strictly prohibited and must not suggest, state, or imply, directly or indirectly in any manner, that their relationship is any other than as outlined in this Section 4.5.2(h).

(b) 7k Associates are solely responsible for obtaining any state or local licenses, permits and other governmental approvals applicable to their business activities, including qualifications to transact business in states, provinces, or countries other than their domicile. 7K DOES NOT GUARANTEE THAT THERE IS OR WILL BE A MARKET FOR 7K PRODUCTS OR THAT THE 7K ASSOCIATE WILL EARN OR WILL NOT LOSE MONEY.

(c) 7k Associates are solely responsible for their independent personal and business actions and agree to hold 7k harmless from and against any claims, losses, damages, or liabilities (collectively "losses") arising out of such 7k Associate's business practices and/or conduct, including but not limited to any individual, business, Industry Self-Regulatory Body, or the regulatory or law enforcement agency of any local, state/provincial, Federal, or foreign government. Each 7k Associate authorizes 7k to deduct and offset such losses, costs, and expenses it against amounts 7k holds for or may owe to a 7k Associate.

4.7 FEES, PRODUCT PURCHASES, AND PRICING

(a) Customers who choose to purchase a customer Membership must pay an initial Membership fee and annual Membership renewal to receive the benefits, services, and access afforded to Members under the separate Customer/Membership Privileges & Conditions, incorporated herein by reference.

(b) 7k Members who apply to become 7k Associates are not required to purchase 7k products to participate in the 7k Share Plan. To qualify for commissions, 7k Associates must meet monthly, minimum personal volume requirements as provided in the 7k Share Plan, which can be

satisfied by customers they personally refer who purchase qualifying products or customer memberships through their 7k replicated website, and/or from their personal volume for personally participating in the 7k Autosaver program or purchasing select numismatic coins for their own collections.

(c) 7k establishes pricing and commissionable volume (i.e., points) for bullion, numismatic coins, other merchandise, customer memberships, and services offered on its website, which change from time to time in 7k's discretion based on a variety of factors, including market conditions, product costs, shipping/storage fees, margins, labor and overhead costs, artistic value, collectability, supply and demand, and other legal requirements.

(d) 7k does not assign commissionable volume or generally pay commission on some products, including but not limited to bullion, accessories, sales aids, and marketing materials. 7k Associates cannot earn commissions for the sale of sales aids, marketing materials, event tickets, sales training programs, or purely by recruiting other 7k Associates. 7k Associates may earn small, single-level commissions on bullion sales when made by retail customers through an Associate's unique link to their official 7k Replicated website.

4.8 TERM AND RENEWAL

(a) As provided in the 7k Customer/Membership Privileges and Conditions, a customer Membership is valid for one (1) year from the date of approval and payment of the Membership fee, or from the date of renewal. Likewise, the term of the 7k Associate agreement shall be one (1) year and shall coincide with the term of Membership, unless otherwise cancelled or terminated.

(b) 7k Associates can choose to set up their 7k Memberships to automatically renew every year in their 7k Back Office. The 7k Associate authorizes 7k to deduct the annual Membership fee from commissions earned, from their **soundmoney® wallet** (if sufficient funds pr assets are available at the time of renewal), or to charge the 7k Associate's method of payment on file with 7k. 7k reserves the absolute right to accept or reject any 7k Associate Agreement or renewal(s) for any reason, including as provided in SECTION 11 or SECTION 12. Unless a 7k Associate affirmatively cancels their Membership, 7k reserves the right and the 7k Associate authorizes 7k to offset and deduct the annual Membership fee from any accrued, but unpaid Pending Commissions, or the Member's **soundmoney®** wallet to keep the account active.

(c) 7k Associates who become inactive as provided in SECTION 11 or SECTION 12, or who fail to renew their annual Membership, are not in good standing and are automatically suspended and shall immediately forfeit and lose the right to participate in the 7k Share Plan and earn and receive commissions as of the date of inactivity or non-renewal. If within thirty (30) days after the Membership expiration or account suspension, the 7k Associate does not renew and pay the annual Membership fee, or the account is not made active through minimum monthly customer purchases made via the 7k Associate's replicated site, the 7k Agreement will automatically terminate.

(d) Upon the expiration or cancellation of a 7k Membership or a 7k Associate's agreement, balances held in the 7k Associate's **SOUNDMONEY® WALLET** balance and precious metal stored in the private vault may be subject to annual administrative, storage or dormancy fees assessable separately by SOUNDMONEY® or the private vault, which may be deducted against the SOUNDMONEY® WALLET balance and precious metal holdings, at then current "buy back" prices. Please see the separate SOUNDMONEY® User Agreement or Private Vault Custody Agreement for applicable terms and conditions.

4.9 GEOGRAPHICAL TERRITORY

7k Associates have no exclusive rights to market 7k products and services or present the 7k Share Plan in any geographic territory. No 7k Associate may assert or imply that they have ownership or exclusivity in any geographic territory, country, or market. 7k reserves the exclusive right to expand or restrict this geographic limitation to include other countries in which 7k is open and authorized to conduct business, or to exclude countries where 7k is not authorized to do business.

4.10 NO RIGHTS IN POTENTIAL COMMISSIONABLE VOLUME

7k reserves the right to track potentially commissionable volume (i.e., "points") for 7k Members who are not participating in the 7k Share Plan, but who have referred other customers to 7k. Potentially commissionable volume may appear as a "Pending Commission" or "Potential Commission" on a 7k Member's account. However, 7k Members have no interest in and no right to receive payment or claim any pecuniary or other benefit from potentially commissionable volume or Pending Commissions. 7k clears and zeroes these "Pending Commissions" every 30 days, unless a 7k Member applies and

becomes a 7k Associate within 30 days of accruing the potentially commissionable volume. If a 7k Member becomes a 7k Associate within 30 days of an accrued or Pending Commission, 7k will pay the new 7k Associate the Pending Commission upon approval of the 7k Associate Application.

Commissionable volume, Loyalty Reward points, and Pending Commissions accrued or unpaid more than thirty (30) days after a Membership has expired (for any reason) or becomes inactive under SECTION 11 will automatically and immediately be cancelled, forfeited, and lost.

SECTION 5 OPERATING A 7K BUSINESS

5.1 ETHICAL AND LAWFUL BUSINESS PRACTICES

(a) 7k Associates must conduct themselves with integrity, professionalism, and in compliance with the terms of the 7k Agreement and all applicable federal, state, and local laws, regulations, ordinances, and codes in the conduct of their 7k business. 7k Associates shall not participate in or facilitate any unlawful practices or directly or indirectly engage in any business activity or practice that may put at legal risk or bring disrepute to 7k or any 7k Associate.

(b) 7k reserves the absolute right, in its sole discretion, to suspend, discipline or require completion of remedial training; assess monetary fines, fees, and costs; or terminate any 7k Associate for failing to follow applicable laws, the terms of the 7k Agreement, and especially these Policies, or engaging in any other conduct that 7k reasonably deems to be fraudulent, illegal, deceptive or unfair to consumers, or which harms the general reputation of 7k, its officers, directors, owners, employees, affiliates, or other 7k Associates.

IMPORTANT NOTICE ON LOCAL LAWS: Some cities, states, and provinces have local laws regulating certain home-based businesses. Many cities, states, and provinces regulate local coin and precious metal sellers. 7k Associates do not, on behalf of 7k, carry inventory, distribute, or sell 7k products directly to consumers. Regulations concerning home-based businesses and precious metal/coin dealers may not apply to 7k Associates, but it is the responsibility of each 7k Associate to obey all applicable laws.

If a 7k Associate receives notice from any governmental agency that an ordinance or regulation applies to their independent 7k marketing activities, the 7k Associate must cooperate and comply, and agrees to immediately send a copy of the notice and/or applicable ordinance, together with supporting documentation of their compliance to 7k's Compliance Department at <u>policy@7kmetals.com</u> or by mail to 3640 S. Yellowstone Hwy, Idaho Falls, ID 83402.

5.2 BASIC REQUIREMENTS AND RESTRICTIONS

These policies contain many terms, conditions, requirements, and prohibitions, but the following are fundamental requirements and restrictions that apply to all 7k Associates.

5.2.1 Basic Requirements

7k Associates agree and are expected to:

(a) become familiar with the terms of the 7k Agreement, including these Policies, the 7k Share Plan, approved 7k marketing materials, and other guidelines or literature provided by 7k;

(b) share only truthful, substantiated and not misleading information about 7k products and services, consistent with 7k's official marketing materials, including concerning the price, quality, quantity, or origin of 7k products (see SECTION 6 - MARKETING GUIDELINES);

(c) promote 7k by referring customers to a unique link to an official 7k Replicated Website (provided to each 7k Associate), so customers can make purchases directly from 7k through 7k's e-commerce site (see SECTION 6.7);

(d) be courteous, respectful, and professional in their interactions with current and prospective customers, 7k Members, other 7k Associates, and 7k employees, to help maintain a positive reputation and culture;

(e) maintain up-to-date account information in the 7k Back Office, including account owner name, valid tax ID, shipping and billing addresses, current phone number and unique email address, and a current method of payment or linked bank account not associated with another 7k Associate or Member, to ensure timely delivery of orders and receipt of important account notifications (see SECTION 5.3.2 - Maintaining Current Account Information);

(f) participate in 7k-sponsored training and events, including watching 7k Training Center videos, and actively working to help train, motivate, and support members of their 7k Marketing Organization (see SECTION 5.5.2 - Support and Training Responsibilities and SECTION 5.5.3 - Leadership and Accountability);

(g) provide prospective 7k Associates or anyone presented with the 7k Share Plan a copy of or link to the current 7k Income Disclosure, available at income.7kmetals.com (see SECTION 6.3.4 - Income Disclosure Statement Required);

(h) provide required notices and disclosures to prospective customers/Members or 7k Associates, especially on any promotional video, website, or social media post, informing the prospect that

(i) the 7k Associate has a relationship with 7k and may receive compensation for purchases made by customers (<u>see</u> https://www.ftc.gov/influencers);

(ii) the 7k Associate is not a registered investment advisor or a precious metals/coin dealer, and cannot give legal, tax, or investment advice;

(iii) purchasing, owning, and selling precious metals carries risk and has legal and tax consequences, and that the prospect should consult their own tax, legal, and financial advisors;

(iv) historical performance or current value of precious metals is no guarantee or promise of future value or performance;

(v) product purchases are subject to 7k's 30-day return and applicable Buyback policies (see 7k Customer/Member Privileges & Conditions);

(vi) new 7k Members can cancel their membership at any time, but can only receive a refund within the statutory "cooling off" period provided by law in their state or country, which is generally 3 business days in the United States (see SECTION 7.4 for the requirements of specific States or foreign countries); and

(vii) when presenting the 7k Share Plan or the opportunity to make supplemental income, inform a prospect that

- results vary for 7k Associates, success is not guaranteed and requires time, hard work, and skill;
- most people who join 7k (more than 80%) are purely customers who want 7k products and Membership benefits, and they never apply to become 7k Associates; and
- provide a copy of or link to the currently published 7k Income Disclosure Statement, available in the footer at www.7kmetals.com.

5.2.2 Basic Restrictions

In addition to the other terms and conditions in the 7k Agreement and these Policies, 7k Associates are expressly **prohibited** from and **MUST NOT**:

(a) hold themselves out as employees or officers of 7k (see SECTION 4.6 Nature of Relationship)

(b) hold themselves out as registered financial advisors or precious metal or coin dealers/brokers (<u>see</u> SECTION 6.4.1);

(c) give or offer investment advice, including by comparing the performance or historical value of gold/silver or other precious metals to stocks, bonds, mutual funds, or other securities (see SECTION 6.4.1);

(d) suggest or make promises, guarantees, or predictions of future value or performance of precious metals or numismatic coins, or of income or earnings available under the 7k Share Plan (see SECTION 6.4.1);

(e) engage in any high-pressure sales tactics or recruiting techniques (see SECTION 6.4.3);

(f) publish or make (including by sharing online or via social media) any communication, post, picture, or video that promotes lavish lifestyles, depicts commission checks, or shares individual 7k Associate earnings or suggests or promises potential earnings (see SECTION 6.3.2);

(g) reference or use fear associated with an emergency or other catastrophic event, particularly including the impact of economic recessions/depressions, pandemics, government lockdowns, or other national or global emergencies in connection with the promotion of the 7k Share Plan or any offering made by 7k (see SECTION 6.4.3);

(h) solicit or enroll minors or persons deemed legally incapable of making an informed decision (except as provided in Section 4.5.2(b));

(i) specifically target senior citizens, retirees, or other vulnerable populations on fixed or

limited incomes, especially using fear tactics to suggest they convert or roll-over a traditional retirement account into one backed by or involving any product or service offered by 7k (see SECTION 6.4.4);

(j) enroll any person as a customer/Member or 7k Associate without their knowledge and active participation, or create, access, or manage a 7k Account belonging to another person, including to order or purchase 7k products and/or services, without their knowledge, involvement, and written permission, or without legal authority;

(k) engage in any conduct that creates an actual or perceived conflict of interest, disparages 7k, its officers, directors, owners, affiliates or other 7k Associates, or interferes with 7k's or another 7k Associate's legitimate business interest, including by

(i) **Crossline-Recruiting** (encouraging or facilitating a current 7k Member or Associate to cancel or leave one 7k Marketing Organization to work with or re-enroll under another 7k Associate) (see SECTION 5.6.4 - No Crossline Recruiting);

(ii) **Co-Marketing** (offering any 7k product/service jointly or in connection with those offered by another company) (see SECTION 5.6.5 - No Co-Marketing with Non-7k Products or Services);

(iii) **Cross-Marketing** (encouraging or soliciting a 7k customer/Member or 7k Associate to purchase a competing product or enroll with a competing company, or to join any other network marketing or direct selling business with an affiliate, multi-level marketing, or similar compensation business model) (see SECTION 5.6.6 - Cross-Marketing; Non-Solicitation);

(iv) **Disparaging** or defaming 7k or other 7k Associates (making any false, negative, or injurious statement about 7k, its officers, directors, owners, employees, other 7k Associates, 7k products, or the 7k Share Plan, which is intended to or does defame, diminish, discredit or detract from their reputation, value, products, or business (including by linking to or comparison with some person or thing of inferior quality) (see SECTION 5.6.2 - Non-disparagement); or

(I) require, suggest, or encourage other 7k Members, Associates, or current/ prospective 7k customers to

(i) execute any agreement or contract other than the official 7k Associate Application and 7k Agreement to become a 7k Associate (see SECTION 5.6.5 - No Co-Marketing with Non-7k Products or Services);

(ii) make any purchase from, or payment to, any individual or other entity to participate in the 7k Share Plan, other than those offered directly by 7k and recommended or required in the official 7k documents or literature (see SECTION 5.6.5 - No Co-Marketing with Non-7k Products or Services);

(m) use or attempt to use any 7k trade names, trademarks, service marks, product names, logos, or derivatives or abbreviations of the same, without the prior written consent from 7k, except as expressly provided in Section 6.1;

(n) disclose, misuse, or misappropriate 7k's Confidential Information (see SECTION 5.6.3 - Non-Disclosure of Confidential Information); or

(o) seek or attempt to facilitate, circumvent, or conceal any violation or breach of the terms of the 7k Agreement.

5.3 ACCOUNT OWNERSHIP AND MANAGEMENT

5.3.1 Limit on Number of 7k Accounts

(a) Each 7k Member or Associate may only own one 7k Membership / Account, which must have a unique Tax Identification Number (TIN) associated with their name, along with a unique e-mail address, phone number, shipping address, and method of payment.

(b) A 7k Associate may have a beneficial interest in a second 7k Membership / Account, but only if the Account is legally owned by a separate corporation, limited liability company, trust, or other legal entity that has a distinct name and existence, a unique and valid TIN, and a distinct e-mail address. The original 7k Associate must be the direct sponsor/enroller of the second-in-time Account. The 7k Associate must designate a single 7k Account for recognition, rank advancement, and participation in promotional contests or sales incentives. Members who legally or beneficially own or receive income from more than one account are only eligible to qualify for recognition, rank advancement rewards, and participation in promotional contests from a single 7k Account.

(c) The adult spouse or domestic partner of a 7k Associate may separately own a 7k Membership and may separately apply to become a 7k Associate using the same shipping address, if

the legal owner has provided 7k with a unique TIN associated with their legal name, a unique e-mail address, and valid phone number, and otherwise complies with these Policies.

(d) Members of the same Household who desire to enroll with 7k must be directly sponsored by the first-in-time Household member to have enrolled as a 7k Member. "Household" means the 7k Member and their spouse or domestic partner, their dependent children, roommates, parents, or other co-habitants.

(e) Except as provided in Sections 4.5.2(c) and 5.3.1 (above), a 7k Associate may not manage, operate, access, or make orders on any 7k Account belonging to another individual.

IMPORTANT NOTE: A 7k Associate whose bank account or credit card information is linked to any other 7k Account (other than their own, their spouse's, an account owned by a trust/Business Entity for the benefit of a minor child consistent with Section 4.5.2(c), or a single account owned by a qualifying Business Entity as provided in Section 5.3.1(b)), will be in violation of this policy and subject to suspension and possible termination.

(f) Requests for a variance from this policy must be directed and pre-approved by 7k's Compliance Department by emailing <u>policy@7kmetals.com</u>. Variances are rarely approved and will only be considered in extenuating circumstances after demonstrating a compelling need.

5.3.2 Maintaining Current Account Information

(a) 7k Associates are solely responsible and are required to maintain current and up-to-date account information, including a valid tax ID associated with the legal name of the account owner, current shipping and billing addresses, a current and unique email address and valid telephone number to receive important notifications from 7k Member Support, and their own method of payment.

(b) Changes to account information can be made in the 7k Back Office or by calling 7k Member Support as soon as possible, with at least two (2) weeks in advance of a delivery or commission cycle.

(c) 7k is authorized to charge, deduct, and offset against any 7k Account all costs, fees, fines, and penalties incurred by 7k or resulting from an invalid or incorrect TIN provided by a 7k Associate.

5.3.3 Back Office Access

(a) Both 7k Members and 7k Associates have access to the 7k Back Office, which is provided as a service to help Members manage orders, Autosaver subscriptions, personal preferences, update account information and methods of payment, and access various Membership services and benefits.

(b) The 7k Back Office also provides 7k Associates with access to confidential and proprietary information that may only be used solely and exclusively to promote sales of 7k's products and services, and for the benefit of 7k and the 7k Associate in building and communicating with the Associate's 7k Marketing Organization.

(c) Basic access to the 7k Back Office is a privilege offered to active 7k Associates and Members in good standing. Some sales reports and proprietary/confidential information may be further limited or restricted based on the type of 7k Membership purchased or the rank or leadership role of a 7k Associate. 7k Reserves the right to limit, suspend, or deny access to the 7k Back Office at any time and for any reason, in its sole and absolute discretion, including but not limited to for alleged violations of the terms of the 7k Agreement.

5.3.4 Actions of Household Members and Associate Representatives

7k Associates are responsible for the actions or omissions of members of their Household, employees, subcontractors, agents, representatives, shareholders, partners, members, officers, directors, and managers (each a "7k Associate Representative") if they engage in any activity which, if performed by the 7k Associate, would violate any provision of the 7k Agreement. Such activity will be deemed a violation by the 7k Associate and 7k may take disciplinary or legal action against the 7k Associate pursuant to the terms of the 7k Agreement.

5.3.5 Tax Responsibility

(a) As an independent contractor, each 7k Associate is solely responsible for the declaration and payment of personal, corporate, or partnership income tax, dividend, interest, and capital gains tax, estate or gift tax, applicable Sales and Use tax, Goods and Services Tax (GST), Value Added Tax (VAT), Unrelated Business Income Tax (UBIT) (or similar tax applicable to non-profits), and any other tax liability, costs, and fees that may accrue in connection with the 7k Associate's participation in the 7k Share Plan, arising out of the 7k Agreement, or in connection with their purchase, sale, or transfer of precious metals, numismatic coins, or other collectibles purchased under their 7k Membership account, or using SOUNDMONEY® WALLET or Stack & SellTM. (b) 7k cannot and does not provide tax advice, and each 7k Associate must consult and rely solely on their own tax and legal advisors.

(c) Where and when required by law, 7k (or as applicable SOUNDMONEY® WALLET or Stack & SellTM) will issue any required reporting or earning statement as required by applicable local law. In the Unites States, such reporting may include IRS Form 1099 Misc. (Non-employee Compensation), Form 1099-B (Proceeds from Broker and Barter Exchange Transactions) (if applicable), Form 1099-K (Payment Card and Third-Party Network Transactions) (if applicable), and Form 8300 (Report of Cash Payments over \$10,000). Notwithstanding, 7k shall have no liability for failing to timely issue required tax reporting documents or for any tax, penalty, interest, or other assessment due for an Associate's non-payment or late payment of taxes, for which the 7k Associate shall be solely responsible.

5.4 MARKETING AND SALES ACTIVITIES

5.4.1 No Inventory Purchase or Resale Requirements

(a) 7k sells its products and services directly to customers through e-commerce. 7k does not sell inventory to 7k Associates for resale or distribution. 7k Associates should promote 7k by referring their customers to the unique link to their official 7k Replicated Website.

(b) Once a 7k Member or Associate acquires bullion, collectible coins, jewelry, or other items purchased from 7k, they may freely hold, gift/transfer, bequeath, or sell these valuable assets through any lawful and reputable means.

(c) 7k has no involvement nor responsibility for secondary sales or transfers made by its customers, Members, or Associates, which are independent and not part of the 7k Share Plan. Notwithstanding, 7k Associates are expected to be fair and conduct themselves with integrity in any secondary sales. 7k Associates must not misrepresent, alter, vary, or in any way tamper with 7k branded products, services, or 7k marketing materials in connection with any secondary sale. If 7k receives complaints about unethical conduct, 7k reserves the right to take remedial action, including up to termination of the 7k Associate's account.

5.4.2 Limits on Product Offering

(a) 7k Associates may only promote 7k products, services, and customer Memberships that are offered directly by 7k on its website and authorized in the 7k Associate's country of residence, unless otherwise expressly approved by 7k's Marketing and Compliance Departments, and only when necessary for the operation of a 7k business.

(b) As provided in Section 5.6.5 (No Co-Marketing with Non-7k Products or Services), 7k Associates may <u>not</u> offer, promote, or recommend 7k products or the 7k Share Plan in combination with any other product, system, program, sales tools, or method of marketing other than that specifically set forth in the official 7k literature and in accordance with SECTION 6

5.4.3 Active Associate Qualification Requirements

Qualification for commission payments under the 7k Share Plan requires the actual sale of qualifying 7k products, customer Membership, and/or services by 7k directly to end consumers. No commissions are paid on the sale of inventory, sales aids, or purely for the recruitment or enrollment of other 7k Associates. 7k Associates must have minimum monthly personal and team sales volumes (as well as satisfy other obligations provided in the 7k Agreement) to be eligible for commissions, bonuses, and rank advancement. In addition to the current requirements provided in the 7k Associates to be eligible for commissions:

(a) As specified in the 7k Share Plan, each 7k Associate must have at least two (2) active 7k Members whom they personally sponsored, developed, and maintain.

(b) Each 7k Associate must satisfy the minimum Personal Volume, Group Volume, and the personal Member sponsorship requirements associated with their rank.

(i) "Personal Volume" is defined in the 7k Share Plan, but generally means qualifying purchases made by customers on the 7k Associate's 7k Replicated Website, personally sponsored customer Memberships, and personal purchases made by the 7k Associate on their own 7k Membership account.

(ii) "Group Volume" is defined in the 7k Share Plan, but generally means the total qualifying Sales Volume of all 7k Associates in their 7k Marketing Organization, but excluding the 7k Associate's Personal Volume.

5.4.4 No Rank/Advancement Buying or Inventory Loading

(a) 7k Associates are prohibited from "Rank Buying", "Bonus Buying", and "Inventory

Loading," or making purchases or advocating, influencing, or attempting to influence any other 7k Associate to buy 7k products or services purely to maintain or advance in rank, or qualify for incentives, prizes, commissions, or bonuses under the 7k Share Plan. 7k expressly prohibits 7k Associates from making or incentivizing any purchase that is not driven by *bona fide* demand for 7k products or services by an end consumer.

NOTE: 7k Associates are not required or expected to purchase inventory for resale or distribution. 7k Associates are allowed to purchase 7k products, services, and customer Memberships, like any other customer for their personal use, benefit, or collections. <u>7k Associates should only purchase collectible coins</u>, jewelry, bullion, or <u>other products that they can reasonably afford</u>, and that they want for their <u>collections</u>, or wish to acquire as valuable assets.

(b) Conduct prohibited under this section includes purchasing 7k products or services through a straw man or by creating fictitious accounts including in the names of other people, or using a phantom entity, or other artifice. Any attempt, device, or scheme whereby a 7k Associate, directly or through a third-party, purchases excess 7k products solely for the purpose of maintaining or advancing in rank, or qualifying for commissions or bonuses is strictly prohibited and constitutes fraud and a material breach of the 7k Agreement.

5.4.5 Re-Packaging, Re-labeling, and Tampering Prohibition

7k Associates are prohibited from repackaging, re-labeling, or tampering with any 7k products. 7k Associates may not remove 7k products from their original packaging for resale in any way or form other than its original condition. 7k Associates may not modify, misrepresent, or misstate product serial numbers, descriptions, or numismatic grades or ratings of condition or value.

5.4.6 No Public Display for Resale

7k Associates are not authorized resellers of 7k products. 7k offers its products and services directly to its customers and Members through its e-commerce website and replicated websites. 7k strictly prohibits 7k Associates from displaying or offering 7k products for sale to the public in any kind of retail setting or establishment, fair, exhibition, event, or unapproved internet site without 7k's prior written approval.

IMPORTANT: Depending on the local jurisdiction, offering gold, silver, and other precious metal bullion or numismatic coins for sale to the public may require specialized licensing, bonding, and local permits. 7k Associates are solely responsible for any criminal or civil penalties if they violate this policy or local laws applicable to their individual activities, and agree to indemnify 7k for all losses, costs, and fees associated with any violation.

5.4.7 Participation in Approved Trade Shows, Expositions and Any Other Sales Forums

(a) 7k Associates may participate in and display 7k products at trade shows and professional expositions. Before submitting an application or deposit to an event promoter, 7k Associates must contact the 7k Marketing Department (marketing@7kmetals.com) in writing and receive approval at least two (2) weeks prior to the event.

(b) 7k's will only authorize one (1) 7k business per event. Final approval will be granted to the first 7k Associate who requests approval for an event and submits required information to the 7k Marketing Department (e.g., official advertisement of the event, a copy of the contract signed by both the 7k Associate and the event official, and an official receipt indicating that a deposit for the booth has been paid). Approval is given only for the event specified. Any requests to participate in future events must again be submitted to 7k's Marketing Department.

(c) Consistent with Section 5.6.5 (No Co-Marketing with Non-7k Products or Services), at the event, 7k products, marketing materials, and literature may not be displayed together with or in the same booth as any other non-7k products, services, or opportunities from any other company. Only 7k approved marketing materials and literature may be displayed or distributed.

(d) 7k will not be held liable for any costs, expenses, losses, damages, or lack of success at approved events.

(e) 7k reserves the right to refuse to authorize a 7k Associate to participate at any function or event that 7k deems an unsuitable forum for the promotion of its products, services, or the 7k Share Plan, especially if the event does not reflect the values or professional image 7k wishes to portray. 7k will not generally approve participation at swap meets, garage sales, flea markets or farmer's markets.

5.4.8 Marketing on Military Installations Restricted

Before promoting 7k, its products and services, or the 7k Share Plan on or near any military installation or vessel, or among service members stationed at such installation, the 7k Associate must first (1) get written permission from 7k Compliance, and (2) obtain written permission from the installation Commander. Failure to obtain written permission could result in the violation of military regulations and may create legal liability for the 7k Associate and jeopardize the ability of all 7k Associates to promote 7k on military installations.

5.4.9 International Marketing and Cross-Border Activities

The 7k Agreement is specific to the country in which a 7k Applicant applies to become a 7k Associate ("Home Country"). A 7k Associate must have legal authorization to run a business in their Home Country and each Other Country in which they conduct business, and they must provide to 7k upon enrollment a valid address in their Home Country to which 7k products, correspondence, legal notices, or other items may be shipped. The following are general requirements for conducting business internationally:

(a) All orders from any country must be placed only through 7k's official website or a 7k Replicated Website for fulfillment directly by 7k.

(b) 7k Associates in good standing may make purchases, refer customers and 7k Members, or sponsor other 7k Associates within their Home Country.

(c) Outside of their Home Country, 7k Associates may only promote or market 7k products or services, or present the 7k Share Plan in Authorized Countries.

(d) When conducting business in Authorized Countries, 7k Associates must comply with all applicable local laws, rules, regulations, codes and guidelines, including immigration laws, residency and work authorization requirements. For additional information, please contact 7k's Compliance Department at policy@7kmetals.com or by telephone at 208-314-2587.

(e) Referring Customers: A 7k Associate may only refer customers and enroll customer Memberships in countries outside their Home Country by referring customers to 7k's official website or to a 7k Replicated website, provided such customer(s) resides in an Authorized Country or one to which 7k is able to ship products or provide customer membership benefits, via cross-border, e-commerce.

(f) Sponsoring other 7k Associates: A 7k Associate may only sponsor other 7k Associates outside of their Home Country if both (i) the country is an Authorized Country, and (ii) the 7k Associate has complied with all applicable local laws, including all immigration, visa and registration requirements, work authorization permits, and fully complies with all 7k Policies and Procedures specific to the Authorized Country.

(g) 7k Associates must not sponsor residents of any country to become 7k Associates if they do not have a valid shipping address and legal authorization to work in an Authorized Country.

(h) In most cases, 7k Associates who earn commissions and conduct business activities in distinct jurisdictions will be subject to local tax laws. 7k Associates must seek advice from their own legal and tax advisors with respect to the tax implications of working in other Authorized Countries.

(i) 7k Associates are prohibited from promoting 7k in in any country where 7k is not officially open or does not yet have a direct selling business (an "Unauthorized Country"). Violation of this policy could prevent 7k from entering new markets in the future.

(i) If a 7k Associate travels to an Unauthorized Country, they may only provide business cards, attend small (fewer than five (5) people) meetings, and should only discuss their current 7k business and general aspects of the 7k business as they might apply in Authorized Countries.

- (ii) In any Unauthorized Country, 7k Associates must not:
 - conduct sales or hold meetings or trainings;
 - sponsor or attempt to sponsor potential Members or 7k Associates; or
 - conduct any other activity for the purpose of marketing 7k products, services, establishing a 7k Marketing Organization, or promoting the 7k Share Plan.

(j) 7k reserves the right to prohibit marketing and pre-marketing activities in any country. It is the responsibility of each 7k Associate to verify with 7k whether proposed international marketing activities are approved by 7k.

(k) 7k Associates may not physically transport, ship, or sell 7k products across any international border for the purpose of sale, resale, or distribution in any Country outside their Home Country.

(I) 7k Associates are not permitted to import or facilitate the importation of, sell or distribute in any manner, any 7k products, services, or benefits, or place any advertisement or distribute any

promotional material regarding 7k in any Country (unless previously approved by 7k Compliance).

(m) Violation of this policy can have significant legal and financial consequences, and the 7k Associate agrees to indemnify, defend, and hold 7k harmless from any losses, damages, costs, and fees resulting from the 7k Associate's illegal international or cross-border activities.

5.5 LEADERSHIP, TRAINING, AND SUPERVISORY RESPONSIBILITIES

5.5.1 Ongoing Marketing Activities

The 7k Share Plan rewards 7k Associates for referring end consumers who purchase qualifying 7k products and customer Memberships directly from 7k. To be eligible to earn commissions under the 7k Share Plan, all 7k Associates have an on-going, contractual obligation to promote 7k and its products and services, by actively referring customers to their replicated 7k website, personally sponsoring new 7k customer Memberships, promoting the 7k Share Plan by sponsoring new 7k Associates, and upholding 7k's policies, programs, and personnel.

5.5.2 Support and Training Responsibilities

(a) Regardless of their level of achievement, 7k Associates must lead by example. When a 7k Associate personally sponsors another 7k Associate into their "7k Marketing Organization", they become part of the designated "7k Support Team" for those in their 7k Marketing Organization and they accept additional responsibilities.

(b) To remain in good standing, 7k Support Team Associates must also:

(i) Maintain regular and reasonable communication with members of their
 7k Marketing Organization. Examples include occasional newsletters, written correspondence,
 personal meetings, telephone contact, voice mail, electronic mail, and participating in
 7k meetings, training sessions, events, and other functions with members of the
 7k Marketing Organization;

(ii) Offer support and provide training to new 7k Associates regarding 7k products and customer Memberships, effective and lawful marketing activities, the 7k Share Plan, and compliance with the applicable law and all 7k Policies and Procedures; and

(iii) Monitor the marketing activities of 7k Associates in their 7k Marketing Organization and to appropriately intervene and provide corrective training (or make a report to 7k Compliance) if they observe false, deceptive, or misleading claims, unethical or illegal business practices, improper marketing techniques, or violations of the 7k Policies and Procedures.

(iv) A member of a 7k Support Team may be subject to discipline under SECTION 11and SECTION 12for violations committed by those in their 7k Marketing Organization if 7k Compliance finds that the Support Team member has failed to adequately train, monitor, and correct apparent violations of these Policies or if the non-compliant behavior was demonstrated or taught by the Support Team.

5.5.3 Leadership and Accountability

(a) As 7k Associates advance in rank within the 7k Share Plan and grow their 7k Marketing Organization, they gain valuable experience and expand their influence. With rank, experience, and influence comes greater leadership and responsibility to demonstrate proper sales techniques, product knowledge, and understanding of the 7k Share Plan and company culture.

(b) 7k Leaders have greater responsibility to understand and abide by applicable law and 7k Policies and to conduct themselves and their business with integrity.

(c) 7k Associates must keep themselves reasonably informed and up to date with 7k's current terms, conditions, policies, and guidelines and participate in product and compliance training offered by 7k.

(d) When a 7k Associate qualifies to advance in rank under the 7k Share Plan, they may be required to complete additional legal, compliance, or product training before advancing.

5.6 CONFLICTS OF INTEREST AND OTHER PROHIBITED CONDUCT

As independent contractors of 7k, 7k Associates accept certain contractual duties, including the duty of good faith and fair dealing, confidentiality, non-disparagement, and a duty to avoid conflicts of interest. During the term of the 7k Agreement, 7k Associates must exercise reasonable care and diligence to avoid any actions or conditions that could result in a conflict with the best interests of 7k. This obligation applies to the 7k Associate and their 7k Associate Representatives involved in performing any act or omission in connection with the 7k Agreement. By entering into the 7k Agreement, each 7k Associate accepts a limited duty of loyalty to commit no act or omission that would injure the

business, interests, or reputation of 7k, its Affiliates, and other 7k Associates. Consistent with these duties, if a 7k Associate's other business interests present an actual or apparent conflict of interest with 7k's business or creates or has the potential to create confusion among 7k's Customers or conflict among other 7k Associates, the 7k Associate must immediately and fully disclose the conflict to 7k and take appropriate actions, as may be reasonably requested by 7k, to correct, mitigate, or eliminate such conflict.

5.6.1 Participation in Other Activities

(a) 7k Associates are part-time, independent contractors that can earn modest, supplemental income through the 7k Share Plan, and 7k fully expects them to maintain separate, regular, full-time employment and engage in other non-competing sales, marketing, and supplemental income opportunities.

(b) However, during the term of this Agreement, 7k Associates may <u>not</u> offer, promote, recommend, sell, or attempt to sell to any person, any directly competing, non-7k program, product, or service that is similar to or in the same generic category as the products or services offered by 7k, regardless of differences in cost, quality, or other distinguishing factors (a "Competing Product").

(c) So long as a 7k Associate is not promoting a Competing Product, the 7k Associate may promote, participate in, or engage in sales and marketing activities for other direct selling, social selling, or affiliate, multi-level, or network marketing business ventures (each a "Competing Business Opportunity"), but only if their activities to promote the Competing Business Opportunity are completely separate from their 7k marketing activities, and do <u>not:</u>

- (i) Constitute disparagement under SECTION 5.6.2;
- (ii) Use, disclose, or misappropriate 7k's Confidential Information under SECTION 5.6.3,
- (iii) Involve Crossline Recruiting, Co-Marketing, or Cross-Marketing under SECTIONS

5.6.4, 5.6.5, or 5.6.6;

(iv) Adversely affect 7k or other 7k Associates, or interfere with 7k's contractual relationships with any customer, Member, Associate, employee, vendor, supplier, or service provider (each a "7k Contact");

- (v) Create or result in confusion or controversy among 7k Contacts; and
- (vi) Do not otherwise violate the terms of the 7k Agreement, including these Policies.

5.6.2 Non-disparagement

(a) 7k welcomes constructive feedback, comments, and complaints to help improve 7k's products and services. All such feedback should be submitted in writing to 7k's Member Support at support@7kmetals.com.

(b) During the term of the 7k Agreement, 7k Associates (and their Household members and 7k Associate Representatives) are otherwise prohibited from making any negative, disparaging, demeaning, or defamatory publication or communication to a third person about 7k, its employees, officers, directors, and owners, 7k products and services, the 7k Share Plan, or other 7k Associates. Violation of this policy may result in account suspension or termination and could result in legal action.

5.6.3 Non-Disclosure of Confidential Information

(a) 7k Associates gain access to sensitive, proprietary, and Confidential Information through the 7k Back Office, special 7k communications and training material, and participation in 7k events. Such Confidential Information is made available to 7k Associates in confidence and for the sole purpose of promoting 7k. All Confidential Information (whether in oral, written, or electronic form) is proprietary and constitutes a business trade secret belonging to 7k.

(b) Without 7k's prior, written approval, 7k Associates are prohibited from using, disclosing, or otherwise disseminating 7k's Confidential Information except in furtherance of the purposes of the 7k Agreement. 7k Associates may use the Confidential Information to support, motivate, and train their 7k Marketing Organization and to manage their 7k business. 7k Associates may not use this information for any other purpose.

(c) "Confidential Information" includes but is not limited to 7k Back Office or account passwords; 7k Genealogy or Activity Reports; the identities or contact information of 7k customers, Members, and 7k Associates; 7k Associates' personal and group sales volumes; 7k Associate ranks and/or achievement levels; the names and contact information for 7k employees, vendors and suppliers; and other 7k financial and business plans and information. Confidential Information shall not include the names and contact information for family or household members of a 7k Associate or those whom the 7k Associate personally sponsored into 7k, but it shall expressly include the names and contact information of any 7k customer, Member or Associate who was not personally sponsored by the 7k Associate or who was introduced to or became known primarily because of their involvement with 7k.

(d) To avoid doubt, 7k Associates are expressly prohibited from directly or indirectly:

(i) disclosing or sharing any Confidential Information with any third party, person, partnership, association, limited liability company, corporation, or other entity;

- (ii) sharing the password or granting access to the 7k Back Office;
- (iii) using any Confidential Information to compete with or disparage 7k;

(iv) contacting or sharing the contact information of 7k customers, Members, or Associates to Solicit directly or indirectly, recruit, sponsor, enroll, or attempt to influence them in any manner to alter their business relationship with 7k, to purchase any Competing Product, or to join or enroll with any Competing Business Opportunity; or

(v) using Confidential Information for any purpose other than promoting 7k.

(e) Immediately upon non-renewal, cancellation, or termination of the 7k Agreement, 7k Associates must discontinue all use of Confidential Information and, if requested by 7k, promptly return (at their own expense and within five (5) business days) all Confidential Information in their possession.

(f) This obligation of confidentiality shall survive cancellation or termination of the 7k Agreement.

5.6.4 No Crossline Recruiting

(a) 7k Associates are prohibited from engaging in or facilitating any "Crossline Recruiting." For the purpose of SECTION 5.6.4, the term "Crossline Recruiting" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, another 7k Associate, Member, or Customer to dissociate with their Sponsor or Support Team, or to enroll, join, or otherwise participate in another 7k Marketing Organization or line of sponsorship other than the one in which they were originally sponsored.

(b) Each 7k Member may have only one Sponsor and no 7k Associate shall sponsor or attempt to sponsor any person or Business Entity that has already purchased a 7k Membership, submitted a 7k Associate Application, or had a 7k Agreement cancelled or terminated within the preceding twelve (12) months (including any Business Entity owned or controlled by such a person).

(c) Under no circumstance shall any 7k Associate facilitate, offer, or provide any financial or other consideration or incentive to another 7k Member or Associate in exchange for an agreement to terminate their existing 7k Agreement or re-apply under another Sponsor.

(d) Any attempt to circumvent the prohibition on Crossline Recruiting through the use of pseudonyms, assumed names, a spouse's or relative's name, trade names, DBAs or Business Entities is strictly prohibited.

(e) 7k Associates must not counsel, encourage, facilitate, offer, or assist any other 7k Associate to change Sponsors.

(f) Consistent with SECTION 5.6.2, 7k Associates may not disparage, demean, discredit, or defame other 7k Associates in an attempt to influence another current or prospective 7k Customer, Member, or Associate to cancel a 7k account or to create a new 7k account to become part of a different 7k Marketing Organization.

5.6.5 No Co-Marketing with Non-7k Products or Services

(a) 7k Associates may not co-market 7k products or services alongside non-7k products or services. That is, 7k Associates may not promote non-7k products, services, or Competing Business Opportunities at the same time or during the same event, in the same post, video, or social media channel, or otherwise in connection with 7k, 7k products and services, or the 7k Share Plan. Specifically, 7k Associates may not

(i) offer, promote, recommend, sell, or attempt to sell a 7k Product or service with or in combination with any other non-7k Product or service;

(ii) offer, promote, present, or recommend the 7k Share Plan through or in

combination with any other system, training or sales program, or any Competing Business Opportunity;

(iii) offer, promote, recommend, sell, or attempt to sell to any 7k Member(s) or Associate(s) any Competing Product;

(iv) offer, promote, recommend, sell, attempt to sell, require, or encourage any current or prospective 7k Associate to:

- participate in 7k in any manner that varies from the 7k Share Plan or the 7k Agreement;
- participate in any sales training, service, or educational program offered by anyone other than 7k;

 enter into any side agreement or contract other than the 7k Agreement and these Policies and Procedures in order to become a 7k Associate, join a 7k Marketing Organization, or participate in the 7k Share Plan; or

(v) offer non-7k products, services, programs, or Competing Business Opportunities during, at, or near any 7k related meeting, seminar, convention, webinar, teleconference, or other 7k event.

(b) 7k reserves the right to suspend or terminate 7k Associates who become associated with or publicly offer or promote any business opportunity or speculative investment that targets retirees or senior citizens or other vulnerable populations, guarantees a return, promotes a "get rich quick" scheme, advocates lavish lifestyles, suggests million-dollar earning potential, or any multi-level marketing company with products of questionable value or lacking genuine consumer demand, or which offers commissions based primarily on the recruitment of others or based on the sale of intangible assets like crypto- or virtual currency, or unregistered securities offered in violation of applicable Blue Sky and securities laws.

5.6.6 Cross-Marketing; Non-Solicitation

(a) During the term of the 7k Agreement and any renewal or extension, and for a period of twelve (12) calendar months following cancellation, termination, or expiration of the 7k Agreement for any reason, current or former 7k Associates (and their Household Members, agents, employees, and representatives) may not "Solicit" any "7k Contact" to investigate, affiliate with, or become a customer, consultant, distributor, contractor, employee, or sales or marketing representative of any Competing Business Opportunity, to purchase or promote a Competing Product, or to terminate or alter their business or contractual relationship with 7k.

(b) In addition to its plain meaning, "Solicit" also means contacting or communicating with or responding to any inquiry from a 7k Contact in any manner, directly or indirectly, publicly or through any private means of communication, on their own behalf or on behalf of any other individual or entity, with the intent or having the effect of marketing, promoting, or recommending a Competing Product or Competing Business Opportunity, or to attempt to hire, solicit, recruit, sponsor, enroll or any action resulting in a 7k Contact joining or affiliating with a Competing Business Opportunity, or to encourage, influence, or induce any 7k Contact to alter or terminate their relationship with 7k.

(c) It is the responsibility of each 7k Associate to determine whether participants in a meeting, livestream, video conference, or conference call, or followers or members of any social media account or group to which they are posting content, are 7k Contacts, which they must do before they Solicit, post, present, recruit, sponsor, or enroll such prospect to participate in any Competing Business Opportunity.

(d) Because network marketing is conducted through social networks of independent contractors, dispersed across the entire United States and internationally, and where business is commonly conducted via the Internet and telephone, 7k and 7k Associates acknowledge and agree that any effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, 7k Associates who elect to participate in the 7k Share Plan agree that this non-solicitation provision applies nationwide throughout the United States and to all international markets in which 7k Associates are located.

(e) This obligation of non-solicitation shall survive cancellation or termination of the 7k Agreement, and for any breach of this Section, 7k is entitled to pursue all legal remedies, including injunctive relief; recovery of damages, attorney fees and costs; and restitution, which may include commissions paid after the time of breach.

5.6.7 Examples of Prohibited Conflicts of Interest

Without limitation, the following are examples of prohibited conduct constituting a conflict of interest and violations of SECTION

(a) promoting or recommending to a 7k Contact any Competing Product, Competing Business Opportunity, and especially any other precious metals dealer that offers bullion or collectible coins or any product or service that is similar to or competing with those offered or promoted by 7k;

(b) promoting any Competing Business Opportunity or supplemental income opportunity, such as an MLM, network marketing, social selling, or direct selling company, Crypto-currency MLMs and investment opportunities, or other affiliate marketing opportunities to 7k Contacts;

(c) posting, communicating, or transmitting information about a Competing Business Opportunity on any social media channel, account, group, or site (e.g., Facebook, Instagram, Twitter, Telegram, RUMBLE, TikTok, WhatsApp, WeChat, etc.) previously utilized by the 7k Associate to promote 7k, which has become associated with the promotion of 7k, or which is viewed, followed by, or involves 7k Contacts;

(d) promoting or offering a non-7k product, service, or business opportunity at or in conjunction with a 7k meeting, conference call, or event;

(e) creating, hosting, or contributing to a website that promotes 7k in conjunction with a Competing Business Opportunity or Competing Product, and particularly any competing precious metals dealer that offers precious metals, bullion, jewelry, or collectible coins;

(f) displaying 7k marketing, literature, promotional material, logo gear, sales aids, products, or services with, at the same time, or in the same location while promoting a non-7k product, service, or business opportunity, especially any Competing Product or Competing Business Opportunity;

(g) wearing 7k-branded logo gear in a video or livestream about a crypto-currency investment or Competing Business Opportunity;

(h) posting a video in which 7k is mentioned or promoted alongside or in conjunction with crypto-currency, FOREX, investments, or any non-7k offering;

(i) holding a meeting or hosting a booth to promote 7k along with dietary supplements offered through a Competing Business Opportunity;

(j) offering, promoting, recommending, or requiring 7k Associates to purchase or subscribe to non-7k training, apps, or sales systems;

(k) requiring or asking 7k Associates to sign a separate non-disclosure or other non-7k agreement to be a part of a 7k Marketing Organization;

(I) making generic "attraction marketing" posts on a social media account or in chat/message groups involving or followed by any 7k Contact about a new project, new products, or a new opportunity, especially for the purpose or having the effect of Soliciting or inviting inquiries about Competing Products or Competing Business Opportunities;

(m) sending or responding to a private message or text message asking a 7k Contact if they would be interested in learning more about a Competing Product or Competing Business Opportunity;

(n) sending or asking a 7k Contact to sign a confidentiality or non-disclosure agreement prior to presenting them with information about a Competing Product or Competing Business Opportunity;

(o) publicly and negatively comparing or contrasting 7k or 7k products/services to any Competing Product or Competing Business Opportunity;

(p) using hashtags associated with 7k (at any time) or otherwise tagging a 7k Contact with a post on any social media site that provides information or offers to provide information about a Competing Product or Competing Business Opportunity;

(q) personally appearing or making public presentations about any Competing Business Opportunity at meetings or events attended by 7k Contacts;

(r) producing, contributing to, or appearing in any literature, video, recording, website, email, or other marketing material of any nature which is presented to or viewed by a 7k Contact and having the purpose or effect of Soliciting them to participate in a Competing Business Opportunity.

5.6.8 Honoring Third-Party Obligations

(a) 7k Associates currently or previously affiliated with other direct selling, network marketing, social selling, or multi-level marketing companies may have ongoing contractual obligations, including duties of confidentiality and non-solicitation for some period of time. 7k Associates must honor and fulfill all such obligations in good faith.

(b) 7k does not encourage, condone, incentivize, or entice 7k Associates to use, disclose, or misappropriate confidential or proprietary information belonging to third parties, and it strongly discourages targeting, cross-marketing, soliciting, or recruiting the customers or sales force members of other companies, if doing so would violate the 7k Associate's ongoing contractual obligations.

(c) KNOWINGLY VIOLATING OR INDUCING OTHERS TO BREACH A CONTRACTUAL DUTY MAY PUT 7K ASSOCIATES AT RISK OF BEING SUED, FACING CONTRACTUAL OR TORT LIABILITY, AND PAYING CIVIL DAMAGES. 7K IS NOT RESPONSIBLE FOR AND WILL NOT DEFEND OR INDEMNIFY A 7K ASSOCIATE IF AN ACTION IS BROUGHT AGAINST THEM BY A THIRD PARTY TO ENFORCE A CONTRACTUAL OBLIGATION OR SEEKING DAMAGES FOR ANY BREACH OF CONFIDENTIALITY, NON-SOLICITATION OR OTHER CONTRACTUAL DUTIES, TORTIOUS INTERFERENCE OR ANY OTHER CAUSE OF ACTION. 7K WILL NOT PAY ANY OF THE 7K ASSOCIATE'S DEFENSE COSTS, LEGAL FEES, JUDGMENTS, AWARDS, OR SETTLEMENTS, AND THE 7K ASSOCIATE WILL INDEMNIFY AND HOLD 7K HARMLESS FOR ANY LOSSES OR EXPENSES INCURRED BY 7K AS A RESULT OF THE 7K ASSOCIATE'S VIOLATION OF THIS SECTION.

5.6.9 No Unauthorized Communication or Public Representation

(a) **7k Vendors/Suppliers**: 7k Associates must not contact 7k vendors, suppliers, or advisors with questions, proposals, or ideas. These contacts constitute confidential and proprietary information belonging to 7k. Unauthorized communication with 7k vendors, suppliers, and advisors without the Company's prior written consent is strictly prohibited and may constitute tortious interference with 7k's contracts. Questions or concerns regarding any of these vendors, suppliers, or advisors may be directed to 7k Member Support at support@7kmetals.com.

(b) **Government Agencies and Civic Groups**: 7k Associates are not authorized to speak, represent, or present on 7k or its affiliates (including soundmoney[®] and Stack & Sell) to any Government official, agency, or board, or to any Civic Group, such as a Chamber of Commerce, Rotary Club, or other community organization. Government inquiries regarding 7k must be immediately communicated to 7k's Corporate Office. Before accepting any opportunity to speak to or present on 7k before any government body or community organization, 7k Associates must seek 7k's prior written permission, which may be denied in 7k's absolute discretion.

(c) **Media Inquiries**: 7k Associates may not respond to media inquiries regarding 7k, its products and services, the 7k Share Plan, or any other aspect of 7k's business. All media inquiries must be immediately referred to the 7k Corporate Communications Team at <u>marketing@7kmetals.com</u>. Additionally, 7k Associates may not solicit or promote their own media opportunities regarding 7k without first obtaining written permission from the 7k Corporate Communications Team.

NOTE: The purpose of this policy is to ensure that information about 7k is accurately communicated to the public in a compliant and consistent manner. If a 7k Associate is authorized by 7k to communicate with media regarding 7k, they must only provide 7k's corporate contact information and refer inquiries to official 7k websites, and should <u>not</u> provide the media with their own personal website or contact information. For additional advertising and media guidelines, refer to SECTION 6 (MARKETING GUIDELINES).

5.7 ANTI-BRIBERY AND CORRUPTION

(a) 7k prohibits employees, Members, independent contractors, or anyone acting on its behalf from providing any payment or benefit to any person or entity in order to improperly influence a government official or to gain an unfair business advantage. Breach of any of provision of this section will result in 7k taking corrective measures and/or disciplinary action, including possible suspension or termination, as outlined in SECTION 12 (ERRORS, GRIEVANCES, AND POLICY VIOLATIONS).

5.7.2 Bribes and Corrupt Payments Prohibited

By becoming a 7k Associate, each 7k Associate covenants and agrees as follows:

(a) 7k Associates must comply with all applicable anti-money laundering, anti-bribery, and anti-corruption laws and regulations (including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and Proceeds of Crime Act, Canada Corruption of Foreign Public Officials Act and any other applicable commercial bribery laws) (collectively, the "Anti-Corruption Laws").

(b) 7k Associates must ensure that all of their and 7k Associate Representatives, and any other persons or entities acting on their behalf in connection with the 7k Agreement do so only in compliance with the terms imposed on 7k Associates in this section (the "**Anti-Corruption Policy**"). 7k Associates shall be responsible for the observance and performance by their 7k Associate Representatives of the Anti-Corruption Policy, and shall be directly liable to 7k for any breach.

(c) 7k Associates shall not make, directly or indirectly, in connection with the 7k Agreement or in connection with any other business transaction related to 7k, a payment or gift of, or an offer, promise, or authorization to give money or anything of value to any: Government Official; person or entity; or other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given, or promised, directly or indirectly, to a Government Official or another person or entity for the purpose of: (i) influencing any act or decision of such Government Official or such person or entity in their official capacity, including a decision to do or omit to do any act in violation of their lawful duties or proper performance of functions; or

 (ii) inducing such Government Official or such person or entity to use their influence or position with any Government Entity or other person or entity to influence any act or decision;

(iii) in order to obtain or retain business for, direct business to, or secure an improper advantage for 7k or 7k Associates.

(d) 7k Associates shall perform its obligations under this Agreement solely in its personal or private capacity and shall not use the authority, influence, or prestige of any rank or position to: perform the services required herein; or influence a Government Official concerning 7k's business.

(e) 7k Associates shall maintain books and records that describe in accurate and reasonable detail all expenditures incurred by it in connection with this Agreement. 7k Associates shall maintain such books and records for the duration of the Agreement and shall grant 7k the unrestricted right to take reasonable steps to verify 7k Associate's compliance with this Anti-Corruption Policy. 7k shall have the right to audit or retain a third party to audit, at its sole discretion and expense, all:

(i) services performed by 7k Associates under this Agreement;

(ii) invoices and requests for expense reimbursement submitted to 7k; and

(iii) payments made to or benefits conferred by 7k Associates on third parties in the course of performance of services under this Agreement.

(f) 7k Associates must fully cooperate in any audit that may be conducted.

(g) Additionally, 7k Associates shall abide by 7k's Anti-Corruption Policy; maintain adequate controls of their 7k Associate Representatives to ensure compliance with the Anti-Corruption Policy; participate in anti-corruption compliance training, if requested by 7k; immediately notify 7k in writing if they become involved in or aware of any violation of the Anti-Corruption Policy; promptly report to 7k any request or demand for any undue or suspicious payment or other advantage of any kind received by 7k Associates in connection with the performance of this Agreement; immediately notify 7k in writing if the 7k Associate or any of its 7k Associate Representatives (i) employs any Government Official or a Close Family Member of any Government Official; or (ii) forms a personal, business, or other relationship or association with any Government Official or Close Family Member of any Government Official or Close Family Member of any of its Affiliates, or other 7k Associates; and when requested by 7k from time to time, provide a certification in form and substance satisfactory to 7k, signed by a legal representative of the 7k Associate is, and all of its Representatives are, in compliance with this this Anti-Corruption Policy. Upon 7k's request, a 7k Associate shall also obtain such certificates from its 7k Associate Representatives and provide a copy of such certificates to 7k.

(h) If 7k reasonably determines, at any time, that there is credible evidence that a 7k Associate or any of its 7k Associate Representatives have violated any Anti-Corruption Policy, 7k shall have the right to suspend all payments due under this Agreement while it investigates the credible evidence. Upon a good faith request by 7k, 7k Associates shall cooperate with 7k's investigation to determine if such a violation has occurred. If 7k determines reasonably and in good faith that there has been such a violation, it shall have the right to terminate this Agreement with immediate effect and without payment due of any kind except for services lawfully and properly rendered under the 7k Agreement or the 7k Share Plan.

(i) 7k Associates shall indemnify and hold harmless 7k and its officers, directors, owners, employees, agents, affiliates, successors, and assigns (collectively, "7k") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by 7k arising out of the violation of any Anti-Corruption Policy by 7k Associates or any of their 7k Associate Representatives.

(j) For purposes of this Anti-Corruption Policy:

(i) "Close Family Member" means (a) the individual's spouse; (b) the individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; (c) the spouse of any persons listed in subcategory (b); and (d) any other person who shares the same household with the individual.

(ii) "Government Entity" means (a) any national, state, regional, or local government (including, in each case, any agency, department, or subdivision of such government), and any government agency or department; (b) any political party; (c) any entity or business that is owned or controlled by any of those bodies listed in subcategory (a) or (b); or (d) any international organization, such as the United Nations or the World Bank.

(iii) "Government Official" means (a) any director, officer, employee, agent, or representative (including anyone elected, nominated, or appointed to be a director, officer, employee, agent, or representative) of any Government Entity, or anyone otherwise acting in an official capacity on behalf of a Government Entity; (b) any political party, political party official, or political party employee; (c) any candidate for public or political office; (d) any royal or ruling family member; or (e) any agent or representative of any of those persons listed in subcategories (a) through (d).

5.7.3 Anti-Money Laundering and Anti-Terrorism Financing Policy

(a) Under U.S. law, dealers in precious metals, stones or jewels are required to establish antimoney laundering programs, that, at a minimum, include the following four elements:

(i) Policies, procedures, and internal controls based on the dealer's assessment of the money laundering and terrorist financing risk associated with its business;

(ii) A compliance officer who is responsible for ensuring that the program is implemented effectively;

(iii) Ongoing training of appropriate persons concerning their responsibilities under the program; and

(iv) Independent testing to monitor and maintain an adequate program.

(b) As a part of its anti-money laundering program, 7k strictly prohibits and actively works to prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities by complying with all applicable requirements under the Bank Secrecy Act (BSA) and the USA PATRIOT Act, and their implementing regulations. 7k has a dedicated Compliance team working to maintain compliance with all applicable local, state, national or international laws.

(c) "Money laundering" means engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds so that the proceeds appear to have derived from legitimate origins or constitute legitimate assets.

(d) "Terrorist financing" may not involve the proceeds of criminal conduct, but rather an attempt to conceal either the origin of the funds or their intended use, which could be criminal purposes. Legitimate sources of funds are a key difference between terrorist financiers and traditional criminal organizations. In addition to charitable donations, legitimate sources include foreign government sponsors, business ownership and personal employment. Although the motivation differs between traditional money launderers and terrorist financiers, the actual methods used to fund terrorist operations can be the same as or similar to methods used by other criminals to launder funds. Funding for terrorist attacks does not always require large sums of money and the Associated transactions may not be complex.

(e) Pursuant to the BSA, USA PATRIOT Act, and their implementing regulations, 7k may be required to make certain reports regarding the purchase or sale of certain types or quantities of precious metals, or for certain transactions involving cash, cashier's checks, money orders, bank drafts and traveler's checks. 7k may also be required to search or provide records upon receiving an information request from FinCEN or other government regulatory agencies.

5.7.4 Extraordinary Gifts and Kickbacks Prohibited

(a) 7k employees are not permitted to receive gifts, services, perks, entertainment, or other items of more than token or nominal monetary value from 7k Associates, Members, vendors, or suppliers.

(b) 7k Associates and their 7k Associate Representatives must not make, receive, provide, or offer extraordinary gifts, entertainment, payments, loans, or other consideration to or from 7k officers, employees, vendors/suppliers, or advisors to influence any corporate decision, incur favor, or to act in any way contrary to the best interests of 7k.

(c) 7k Associates wishing to give a gift to recognize the extraordinary efforts of a 7k employee should first make a written request to 7k Policy at policy@7kmetals.com.

5.7.5 Commercial Bribery Prohibited

(a) 7k, all 7k Associates, and those acting on their behalf may not directly or indirectly:

(i) make, promise, or authorize the making of a corrupt payment or provide anything of value to any person to induce that person to provide an unlawful business advantage for 7k or any 7k Associate; or

(ii) solicit, agree to accept, or receive a payment or anything of value as an improper inducement in connection with 7k or their 7k business activities.

(b) Many countries have laws which prohibit offering, promising, giving, requesting, receiving, accepting, or agreeing to accept money or anything of value in exchange for an improper business advantage. 7k Associates must become familiar with and follow all applicable local laws restricting or prohibiting commercial bribery, entertainment and gifts, or kickbacks.

(c) Examples of prohibited conduct include, but are not limited to, giving large gifts, providing extraordinary hospitality, offering or paying kickbacks, or offering investment opportunities to improperly induce another person or business to purchase 7k products, memberships, or services.

(d) Normal, customary, and traditional business entertainment expenses, such as meals, nominal/token gifts, and entertainment may be permitted, but only if they are (1) directly related to a legitimate business purpose (2) reasonable in value, and (3) not done to influence a specific business decision. Cash (or its equivalents) and lavish gifts or entertainment are strictly prohibited.

5.7.6 Reporting Suspected or Actual Violations:

7k Associates and those acting on their behalf must promptly report concerns to 7k about potential violations of these Anti-Corruption policies or applicable law. Such reports can be made to 7k's Compliance Department by email to policy@7kmetals.com or by phone at +1 (208) 314-2587.

5.8 BUSINESS RECORDS

5.8.1 Record Keeping

(a) 7k Associates must comply strictly with applicable tax and record keeping requirements in any jurisdiction in which they conduct business. 7k Associates must maintain complete and accurate business records.

(b) Because 7k Customers purchase products and services directly from 7k through 7k's official e-commerce website, 7k maintains business records of all sales and provides customers with copies of required 7k sales receipts, including 7k's Satisfaction Guarantee and consumer protection notices, and the terms and conditions for returns, refunds, and cancellations. Records documenting the purchases of customers and Members referred by 7k Associates are maintained electronically by 7k and are available under the "Order History" tab in the 7k Back Office.

(c) As noted in Section 5.4.1 (No Inventory Purchase or Resale Requirements), 7k Associates who purchase 7k products and services do so for their own use and consumption and should not purchase 7k products and services as inventory for resale or solely to qualify for commissions. However, if a 7k Associate chooses to resell a 7k Product, such secondary sale is not subject to and will not generate any commission under the 7k Share Plan, although 7k Associates are still expected to comply with all legal and ethical requirements, including those in Sections 5.4 and 5.5.3(d).

(d) Although discouraged by 7k, if a 7k Associate buys 7k Products purely or substantially for immediate resale, they must comply with all local laws applicable to buying or selling precious metals and collectible coins, provide their customers with 2 copies of a retail receipt, maintain copies of all retail sales receipts for a period up to seven (7) years and furnish them to 7k at the 7k's request.

5.8.2 Activity Reports

(a) 7k provides various sales activity reports and other information digitally and through various means to help 7k Associates manage and lead their 7k Marketing Organization, including personal and group sales volume (or any part thereof) and Member sponsorship activity (collectively "Activity Reports"). When published, 7k intends and believes such Activity Reports to be correct.

(b) 7k provides access to Activity Reports as a courtesy, for informational purposes only, and such information is provided "AS IS" with no guarantee, representation, or warranty, express or implied, as to the accuracy of such Reports, which can include unintentional errors or variance caused by various factors, including order cancellations, product returns, delays or denials of credit card or other electronic payment methods, chargebacks, shipping delays, human error, and technical or other mechanical challenges. In particular, but without limitation, there shall be no warranties of merchantability, fitness for a particular use, or non-infringement.

(c) If a 7k Associate is dissatisfied with the accuracy or quality of any Information Provided by 7k, the sole and exclusive remedy is to discontinue use of and access to 7k's online reporting services

(the "7k Back Office").

(d) To the fullest extent permitted by law, 7k and/or other persons creating or transmitting Activity Reports disclaim and shall have no duty or responsibility to any person under any theory of tort, contract, or other legal theory shall have no liability to any 7k Associate or Member, or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to such Activity Reports (including but not limited to lost profits, commission, or bonuses, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if 7k or other persons creating or transmitting the information shall have been advised of the possibility of such damages.

5.8.3 Requests for Records

7k reserves the right to charge one dollar (\$1.00) per page when fulfilling any request for copies of invoices, applications, sales team activity reports, or other records, to cover the time required to research, compile, scan/copy, and/or mail such requested records. 7k shall have up to thirty (30) business days to fulfill any records request.

SECTION 6 MARKETING GUIDELINES

6.1 LEGAL AND ETHICAL MARKETING PRACTICES REQUIRED

7k Associates have a financial incentive to promote 7k and its products, and therefore all statements, posts, opinions, claims, advertisements, or other marketing materials made or presented by a 7k Associate (collectively "Claims") are considered "commercial speech" and are subject to regulation and applicable advertising laws.

6.1.1 Ethical Business Practices Required

When promoting 7k or its products or services, 7k Associates must use ethical business practices, follow these Policies, and comply with all applicable local, state, national or international laws, rules, regulations, codes, and guidelines relating to the advertising and promotion of 7k products (especially precious metals), services, and participation in the 7k Share Plan.

6.1.2 General Advertising Policy

(a) 7k Associates shall safeguard and promote the good reputation of 7k, 7k products, services, and the 7k Share Plan.

(b) 7k Associates must follow these Policies when placing advertising or making any Claims in print, radio, television, Internet, e-mail, Social Media, mobile applications, electronic or any other media.

(c) 7k Associates must only use 7k trademarks and marketing assets that are approved for 7k Associates, as provided in SECTION 6.6.

(d) 7k Associates should only use current, 7k-approved marketing materials available in the 7k Back Office or available for purchase on 7k's official website.

(e) When creating their own marketing materials, or before publicly placing any advertisement, 7k Associates must submit the proposed materials in writing to 7k's Compliance Department for review no less than two (2) weeks prior to using or publishing the materials. Proposed marketing materials must be sent by email to policy@7kmetals.com. To facilitate a compliance review, 7k Associates must provide detailed scripts, content, and/or designs of the proposed materials. Once approved, no changes or amendments may be made, without additional Compliance review. 7k reserves the right to refuse authorization for advertising of any form or in any media, which it does not deem suitable for the promotion of 7k, 7k products, services, or the 7k Share Plan.

(f) 7k Associates must promptly edit/remove any Claims identified by 7k Compliance to be illegal, non-compliant, or otherwise negatively affecting the image, reputation, or integrity of 7k.

(g) The publication or public dissemination of any false, misleading, deceptive, illegal or otherwise non-compliant claim or advertisement may subject an 7k Associate to discipline, include as provided in SECTION 12.

6.1.3 Truthful, Typical, and Substantiated Claims Only

(a) All Claims made by 7k Associates must (i) be truthful (not false, deceptive, or misleading),(ii) depict typical or reasonably expected outcomes, and (iii) be substantiated by objective and credible scientific or statistical evidence at the time made.

NOTE: Personal experiences, opinions, anecdotal information, and testimonials, even if true, are not considered scientific or statistical evidence unless they describe

typical outcomes, supported by credible scientific or statistical evidence at the time made.

(b) 7k Associates are prohibited from making false or misleading Claims or any material omissions of information that may be construed as deceiving the public in any advertising or promoting 7k or its products, services, or the 7k Share Plan. False, misleading, or deceptive Claims made by a 7k Associate in in print, written, electronic, verbal, or any other form of media may result in disciplinary action, as provided in SECTION 12.

6.2 PRODUCT CLAIMS

(a) **Required Product Disclaimer.** Anytime a 7k Associate promotes or references buying or selling precious metals or numismatic coins, they must prominently disclose and warn that

- (i) The 7k Associate is "not a financial advisor;"
- (ii) "Results vary and past performance is no guarantee of future value;"
- (iii) "Buying or selling precious metals carries risk and you can lose money;" and

(iv) "People should consult their own financial, tax, and legal advisors before buying or selling precious metals."

See the current, official Product Disclaimer available at www.7kmetals.com.

(b) **No Predictions of Future Value.** 7k Associates must not predict or give any opinion (including endorsing the opinions of others) concerning future prices or performance of precious metals (e.g., silver or gold) or numismatic coins, or of potential income available under the 7k Share Plan. Predictions on future values are inherently speculative, cannot be substantiated, and are therefore considered misleading.

NOTE: 7k discourages offering any opinions about future performance of precious metals, but if a 7k Associate makes or shares any generality, opinion, or article suggesting that the price of precious metals may go up (generally) in the future, such Claim must also clearly and immediately include a disclaimer that the price could also go down and that there is a risk of loss.

(c) **Product Claims Relating to Historical Performance.** Anytime a 7k Associate discusses or references the historical performance of precious metals, they must only use factually accurate information from credible sources, and they must give the Product Disclaimer referenced in Section 6.2(a) above.

NOTE: The historical performance of precious metals may be compared to the historical performance of currency and other tangible assets like art, collectibles, real estate, or vehicles, but <u>must never</u> be compared to the historical performance of any security, including the stock market, mutual funds, 401Ks, traditional IRAs, or other securities. See SECTION 6.4, below.

6.3 INCOME AND LIFESTYLE CLAIMS

6.3.1 Promoting the 7k Share Plan

(a) 7k generally discourages 7k Associates from marketing or promoting the 7k Share Plan or touting the supplemental income available through the 7k Share Plan broadly to the public, especially through any public, online or Social Media channel or forum.

NOTE: 7k's products and services include numismatic coins, precious metal bullion, jewelry, and other services offered through 7k's customer Memberships. The 7k Share Plan is <u>not</u> a product offered by 7k to the public, and is merely the sales channel by which 7k promotes its products and services to the public.

(b) 7k encourages its Associates to focus their public marketing activities on 7k's products and services and the benefits of 7k's customer Memberships, and reserving the promotion of the 7k Share Plan to those satisfied customers who are enthusiastic about 7k's product offering and demonstrate an interest in making modest, supplemental income by referring others to the products they already enjoy.

(c) 7k Associates should not make income claims or disclose actual 7k earnings without concurrently providing appropriate context, disclaimers, and a current copy of the official 7k Income Disclosure Statement.

(d) False, misleading, or deceptive Claims made by 7k Associates in in print, written, electronic, verbal, or any other form of media, including truthful but atypical claims that do not include

a link to the current 7k Income Disclosure Statement, may result in disciplinary action, as provided in SECTION 12.

6.3.2 Limitations on Income and Lifestyle Claims

(a) **Income Claims Generally.** 7k Associate are making direct or implied Income or Lifestyle Claims anytime they promote or reference the 7k Share Plan, disclose their earnings with 7k, or suggest the potential to make money, pay off debt, make large purchases, go on vacation or incentive trips, or achieve a desirable lifestyle because of or in relation to 7k. Income and Lifestyle Claims are subject to special legal requirements. As provided in Section 6.1.3, Income and Lifestyle Claims must be

- (i) truthful (not false, deceptive, or misleading),
- (ii) depict typical or reasonably expected outcomes, and

(iii) be substantiated by objective and credible scientific or statistical evidence at the time made.

NOTE: Personal experiences, opinions, anecdotal information, and testimonials, even if true, are not considered scientific or statistical evidence unless they describe typical outcomes, supported by the current 7k Income Disclosure Statement, which is based on statistical data tracked by 7k.

(b) **Hypothetical Projections Prohibited.** Hypotheticals and projections of potential future income, even if based on reasonable assumptions, logical extrapolations, and accurate calculations are inherently speculative, cannot be substantiated, and are therefore considered misleading.

(i) A hypothetical income claim arises when a 7k Associates attempts to explain the operation of the 7k Share Plan through the use of a hypothetical example, making assumptions regarding some or all of the following:

- Number of personally enrolled 7k Members and Associates;
- Number of sales team 7k Members and Associates;
- Average sales/purchase volume/sales volume per 7k Member and Associate; and
- Total organizational sales volume.

(ii) Applying these assumptions to the 7k Share Plan yields income figures which constitutes an improper hypothetical income claim.

IMPORTANT: 7k Associates must also refrain from using terms like "residual income", because it suggests a hypothetical, perpetual, future income, which is inherently speculative, cannot be substantiated, and which depends on uncertain, recurring, future sales.

(c) **Atypical Income Claims Require Disclaimers.** Atypical or general Income Claims must be given appropriate context (e.g., time, effort, and skill required), disclaimers (e.g., the percentage of 7k Associates who achieved the same results) and <u>must be accompanied by a link to the official 7k Income Disclosure Statement</u>.

(d) Extraordinary Income Claims Prohibited. Extraordinary, atypical Claims that are rare or unlikely to be achieved (e.g., because very few achieve similar results) are considered misleading, <u>even if true</u>. Current legal guidance provides that such extraordinary claims cannot be cured with a disclaimer and are therefore prohibited. Examples of <u>prohibited</u> Extraordinary Income Claims include references to:

- (i) Earning 6-figure or 7-figure, "Full-time," or "Replacement" Income;
- (ii) Achieving "Financial Freedom"; and
- (iii) Retiring early or retiring one's spouse.

(e) Sharing Images Showing Checks or Back Office Earnings Prohibited. 7k Associates must never publicly share, publish, or disseminate (especially online) any pictures of a commission or bonus check, the amount of lifetime 7k earnings, any image showing the earnings or earnings history from the 7k Back Office, or any information or image of earnings, assets, or vaulted holdings from the SOUNDMONEY® Wallet.

(f) Lifestyle Claims Prohibited. A lifestyle claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth or desirable lifestyles. Lifestyle Claims are generally prohibited. Examples of <u>prohibited</u> Lifestyle Claims include references to:

- (i) Achieving one's dreams through 7k;
- (ii) Achieving "Financial Freedom" or "Time Freedom";
- (iii) Having everything one always wanted;
- (iv) Finally going on a "dream vacation" or buying a "dream home" / "dream car";
- (v) Displaying pictures or videos of "dream vacations" or luxury purchases.
- (vi) Achieving a 7k income that exceeded one's salary;

(vii) Retiring a spouse or building a 7k business that allowed one's spouse to stopworking to be a full-time mom" or "stay-at-home dad".

6.3.3 Context for Income Claims Required

(a) Anytime a 7k Associate promotes or references the 7k Share Plan or the potential to earn supplemental income, they should focus on helping others earn modest, supplemental income (e.g., \$250 to \$500 per month). While some make substantially more, most do not.

(b) When making any claim suggesting ongoing or future income, 7k Associates must always provide adequate context and prominently disclose and warn

- (i) Commissions depend on actual sales to customers;
- (ii) Results vary and success requires time, hard work, and skill as with any business;
- (iii) Most will only earn "a little extra money" or "modest supplemental income".

(c) 7k Associates are prohibited and **must never** directly or indirectly suggest that:

- (i) Building a 7k business is fast or easy;
- (ii) The company (or the Sponsor) has a "system" or will do the work for the prospect;

(iii) The Sponsor or upline Support Team will build the Marketing Organization for the prospect (e.g., through the spillover); or

(iv) That the prospect won't have to sell anything and simply needs to make a monthly product purchase.

6.3.4 Income Disclosure Statement Required

(a) Anytime a 7k Associate promotes or references the 7k Share Plan or the potential to earn supplemental income to a prospective 7k Associate, the 7k Associate must include a link to or present a copy of the current 7k Income Disclosure Statement.

(i) 7k Income Disclosure Statement contains statistical data based on actual 7k earnings, intended to convey truthful, timely, and substantiated context regarding the income that active 7k Associates can earn.

(ii) A copy of the 7k Income Disclosure Statement must be presented to all prospective 7k Associates.

(b) Guidelines for Presenting the Income Disclosure Statement:

(i) **In any non-public meeting** (e.g., a home meeting, one-on-one, regardless of venue) provide the prospect with a copy of the 7k Income Disclosure Statement.

(ii) In any meeting that is open to the public (e.g., hotel meeting, conference) provide every prospect with a copy of the 7k Income Disclosure Statement <u>and</u> display at least one (3 foot x 5 foot poster board) in the front of the room in reasonably close proximity to the presenter.

(iii) In any meeting in which any type of video display is utilized (e.g., monitor,

television, projector, etc.) include the 7k Income Disclosure Statement in a slide continuously throughout the presentation or concurrently when making an income claim.

(c) The official Income Disclosure Statement is available by link in the footer of 7k's Official Web Site, at www.7kmetals.com.

(d) 7k Associates who develop marketing materials or sales aids/tools in which the 7k Share Plan or income claims are present must incorporate the 7k Income Disclosure Statement into each such sales aid or tool prior to submission to 7k Compliance for review.

6.4 SPECIAL MARKETING REQUIREMENTS

6.4.1 No Investment, Tax, or Legal Advice

(a) 7k Associates are **prohibited** from giving legal, tax, or investment advice in connection with their promotion of 7k or any products and services offered by 7k or its affiliates. 7k Associates also must **not** hold themselves out as investment advisors, financial planners, money managers, bankers, brokers, or other licensed professionals.

(b) 7k Associates must never refer to the purchase of 7k products or becoming a 7k Associate as an "investment." 7k products are valuable assets, but they are not securities nor traditional

investments. 7k is an online retailer of physical gold, silver, and other precious metals, including bullion, numismatic coins, and other collectibles. 7k provides its customers with access to valuable services offered through its customer Memberships. However, 7k does not provide investment, legal, or tax advice to the public, nor to its Members or 7k Associates.

(c) Prohibited "investment advice" includes giving any recommendation or guidance that attempts to educate, inform, or guide an investor regarding a particular investment product or series of products.

(d) Specifically, 7k Associates may not promote 7k products by comparing the benefits or current, projected, or historical value of precious metals and collectibles against the current, projected, or historical performance of the stock market, bonds, mutual funds, 401ks, traditional IRAs, or other securities. Making this comparison or promoting physical gold or silver as an alternative to traditional investment products is regulated investment advice and is expressly prohibited.

NOTE: In the United States and many other countries, only registered investment advisors, financial planners, brokers, bankers, and licensed money managers can lawfully give investment advice. These countries have strict requirements for the licensure and registration of financial advisors, and impose fiduciary duties on those who offer investment advice for a fee or any direct or indirect compensation or financial interest. This includes advice given concerning 401(k), IRAs, and other employer-backed benefit programs.

(e) 7k Associates can be held liable if they offer guidance that could be construed as investment advice, and could face civil or criminal penalties in addition to being treated as fiduciaries of those they advise, potentially becoming responsible for the consequences of their advice.

(f) 7k is does not offer, allow, or endorse any investment advice, and 7k will not be responsible for any civil or criminal liability resulting from any investment advice given by a 7k Associate.

NOTE: 7k Associates who are licensed or registered investment advisors, financial planners, brokers, bankers, attorneys, CPAs, or other tax professionals are separately governed and regulated by specific laws and professional and ethical standards of conduct. To the extent a 7k Associate is a licensed professional, they may be free to give professional advice to their individual clients, but they must not give such advice to the general public (e.g., online or via social media) in connection with 7k, especially by using any social media platform also used to promote 7k.

(g) 7k Associates may promote 7k products and generally advocate for the purchase of physical gold, silver, or collectible coins as valuable assets. They may generally advocate having an IRA backed by precious metals. These general statements are not investment advice.

6.4.2 No Marketing, Offering, Selling, Negotiating, or SOLICITING Insurance

(a) 7k may negotiate group pricing and include certain health care options as a benefit of 7k Membership. Such benefits, including but not limited to 7k Health, may offer health care and some health insurance options, which are available for purchase from licensed, third-parties. 7k does not offer health care or insurance plans for purchase.

(b) 7k Associates may inform prospective 7k Members about the inclusion of 7k Health as a 7k membership benefit, but they may not market, offer, sell, negotiate, or solicit prospects to purchase health insurance. They must not discuss the details of coverage, pricing, or suitability and should defer all questions to licensed representatives of the contracted providers offering and administering the 7k Health options.

(c) Anytime a 7k Associate references 7k Health, they must include a disclaimer that they are not advocating or offering to sell any insurance product, and that 7k Health solutions are offered by third-party, licensed professionals with curated health care solutions offered at 7k's group pricing. Visit www.7khealth.com for more information.

6.4.3 No Predatory or High-Pressure Sales Tactics

(a) 7k Associates must not use fear tactics, engage in high pressure sales, or target vulnerable consumers, such as senior citizens, retirees, or other vulnerable populations on fixed or limited incomes, when promoting 7k, its products, services, or the 7k Share Plan, including when making general statements about precious metals.

(b) 7k Associates must avoid making any Claims or using any marketing tactics that could appear to be taking advantage of local, national, or global emergencies, pandemics, or economic crises (collectively "crises"), or predicting or creating fear or apprehension about future or impending crises

to persuade or influence consumers to purchase 7k products, services, or customer Memberships, or to apply to become a 7k Associate.

(c) 7k Associates must never use fictitious deadlines or false claims of scarcity/limited supply, and never encourage or suggest that a customer go into debt or spend more than they can reasonably afford to purchase precious metals.

6.4.4 No Targeting Retirees or Senior Citizens

7k Associates must avoid making any Claims or using any marketing tactic that does or could appear to target Retirees, Senior Citizens, or other vulnerable populations, especially by using fear tactics to suggest they convert or roll-over traditional "retirement" accounts into ones backed by or involving precious metals. 7k Associates should avoid using the word "retirement" or reference protecting or preserving "retirement accounts" or "retirement savings" in connection with the promotion of 7k or precious metals.

6.4.5 No Suggestions of Government Approval and/or Third Party Endorsement

(a) Governments and regulatory agencies do not endorse private companies, including direct selling programs, products or services. 7k Associates may not claim or suggest that 7k, or its products, services, programs, or the 7k Share Plan have been approved, evaluated or endorsed by any government agency.

(b) Unless expressly authorized in writing by 7k, or communicated in current and official 7k marketing materials, literature, or communications, 7k Associates may not accept, publish, or share endorsements by any third parties or make or repeat any claim that a third party has endorsed 7k's products, services, programs, or the 7k Share Plan.

6.5 SPECIAL INDEMNIFICATION FOR UNAUTHORIZED CLAIMS

(a) 7k Associates are solely responsible for the Claims they make regarding 7k, 7k Products, Services, and the 7k Share Plan if such Claims are not expressly contained in current, official 7k marketing materials. This includes Claims made through any medium, including person-to-person, live meetings, online videos, chats, email, text messages, social media posts, print, or any other means of communication.

(b) 7k Associates agree to indemnify and defend 7k and its officers, directors, owners, employees, and agents, and hold them harmless from all liability including judgements, civil penalties, refunds/chargebacks, attorney fees, court costs, or lost business incurred by 7k because of the 7k Associate's breach of the 7k Agreement and any unauthorized, false, misleading, deceptive, or illegal Claims they make in connection with their promotion of 7k. This provision shall survive the termination of the 7k Associate Agreement.

6.6 TRADEMARKS AND COPYRIGHTS

6.6.1 All Rights Reserved; Prohibited Uses

(a) 7k reserves all rights on its tradenames, trademarks, registered trademarks, designs/logos, copyrights, patents, intellectual property, and all other confidential or proprietary information it owns, creates, or licenses at any time (collectively "7k Marks").

(b) 7k Associates are not permitted to use, publish, or modify any 7k Marks without express, prior authorization, including but not limited to the name "7k" ("Seven K") or "7k Metals". Except as provided below, 7k Associates shall not use 7k Marks to produce marketing materials or to market or promote 7k or its products, services, programs, events, programs, or vendors.

(c) Except as provided below, 7k Associates are expressly prohibited from

(i) using 7k Marks in their own marketing or promotional materials, including but not limited to social media posts, websites, domain names (URLs), social media account names/tags, email addresses, videos (including live streams), mobile applications, software, presentation slides, overheads, charts, brochures and other printed publications, or training materials.

(ii) creating, manufacturing, or contracting to manufacture, publishing, distributing, selling, or sharing any merchandise displaying any 7k Mark or derivatives or abbreviations (especially 7k designs, art, logos, or symbols), including but not limited to t-shirts, caps, mugs, pins, bookmarks, magnetic signs, banners, posters, literature, or any article of clothing, souvenir, or other novelty.

(d) 7k Associates may not use "7k" or "Seven K," in any form, in a team name, tagline, external website name, personal website URL address or any extension, in an email address, as a personal name, or as a nickname.

(e) 7k Associates may not create or publish any marketing materials, promotional items, or literature or make any Claim, post, advertisement or other communication that appears to be or could be misconstrued to be produced or published by 7k or could be perceived to be sanctioned by or representing 7k.

6.6.2 Company Sponsored Events

The content of all 7k-sponsored events is copyrighted material. 7k Associates may not record, reproduce, publish, disseminate, or use such content (including speeches or presentations made from stage) without express, written permission from 7k. Associates may not reproduce for sale any recording of a 7k-sponsored event, speech, or recording.

6.6.3 Limited License to Use Authorized 7k Marks

(a) So long as a 7k Associate is active and in good standing, 7k grants each 7k Associate a limited, non-exclusive, and fully revocable license to use only "Authorized 7k Marks" (defined below) and solely in the furtherance or operation of their 7k Associate, and only consistent with these 7k Policies and Procedures.

(b) 7k Associates may not use 7k Marks in any way that disparages, or portrays in any negative light, or adversely affects 7k, its affiliates, owners, directors, executives, managers, employees or other representatives, or any 7k product, service, or vendor.

(c) 7k Associates are liable to 7k for any damages arising out of their misuse of 7k's Marks, in any form, except as explicitly authorized below or as otherwise approved in writing by 7k Compliance.

6.6.4 Domain Names and Addresses

(a) 7k Associates are not allowed to use or register any Internet domain, email address, online aliases, social media, online platform, electronic media, new channel and/or new technology Platform if it includes "7k", "SevenK", "Soundmoney", "StacknSell", or any of the trade names, trademarks, service marks, copyrights, product names belonging to 7k or any of it's affiliates, or any derivatives or abbreviation foregoing, or the names or identities of any 7k founders, owners, directors, or executives.

(b) 7k Associates are prohibited from using or registering a name, URL, or address for any Internet domain, email address, online aliases, social media, online Platform, electronic media, new channel and/or any new or existing technology of any kind, if such use or registration causes or could result in confusion among 7k's current or prospective customers, Members, or Associates, or if such use or registration is misleading or deceptive, or could be perceived as belonging to or originating with 7k corporate.

(c) Examples of the improper use of "7k" in a domain name include, but are not the following examples:

- www.My7KMetalsBiz.com
- www.ISell7KMetals.com
- sevenkdream.org
- www.aol.com/7kmetals
- www.prodigy.com/soundmoney
- 7kguru@rocketmail.com
- 7kgoddess@aol.com

6.6.5 Authorized Use of 7k Marks

(a) Proper Use of "7k":

- (i) 7k Associates may refer to themselves only as:
 - an "Independent 7k Associate":
 - a "7k Independent Associate";
 - a "7k Independent Marketing Associate"; or
 - simply as a "7k Associate".

(ii) 7k Associates may not refer to themselves as employed by, or in any way present themselves as an employee, agent, representative, or officer of 7k.

(iii) When referencing 7k generally, especially online, in social media, or in any written communication or publication, 7k Associates must also clearly disclose that they are a "7k Associate."

(b) Use of 7k Associate Logo:

(i) 7k Associates may only use <u>current</u>, <u>approved</u> 7k logos that clearly indicate that the logo is presented by an "Independent 7k Associate", which are available through the Associates' 7k Back Office. Use of any other 7k logo, including 7k's corporate logo or "house mark" requires prior written approval. The following 7k Associate logos are currently approved for Associate use:



The following logos are not approved for use by 7k Associates;



6.7 USE OF APPROVED MARKETING MATERIALS

6.7.1 Use of Current and Official 7k Marketing Materials

7k Associates must use only marketing materials, sales aids, business tools, and support materials available for free in the 7k Back Office or for purchase on 7k's website, or which have been expressly approved by 7k Compliance.

NOTE: Speech made with a financial interest or in connection with the marketing or sale of a product or service is "Commercial speech" and is subject to regulation in the United States and all foreign countries. Commercial Speech must be true, substantiated (by scientific or statistical evidence), and never misleading or deceptive. Advertising laws can be complicated and nuanced. Use of current, official 7k materials will help 7k Associates comply with all applicable local, state, national or international laws and regulations.

6.7.2 7k Back Office and Replicated Website

(a) **Back Office.** All active 7k Members and Associates get a subscription to the 7k Back Office, whichh allows them to manage their account profile, maintain current shipping address and method of payment, access 7k services and Membership benefits, place orders, manage Autosaver subscriptions, and manage customers and Members they refer.

(b) **Replicated Website.** 7k Associates additionally receive a subscription to an official, 7k Replicated Website that gives them a unique URL/link tied to their account, to facilitate online marketing and to offer a curated shopping experience for the customers and Members they enroll and the prospective Associates they hope to sponsor.

Without the express, written approval of 7k Compliance, 7k Associates may use only the 7k Replicated Websites to promote their 7k business and may not create their own websites to directly or indirectly promote 7k's products, services, programs, or the 7k Share Plan.

(c) **Fees.** Access to the Back Office, Replicated Website, and other technology provided by 7k is subject to a monthly fee of ten dollars (\$10.00). This fee is waived for 7k Associates with an active 7k customer Membership. 7k reserves the right to change this monthly fee by amendment to these Policies, without prior notice to 7k Associates.

6.7.3 Rules Applicable to Replicated Websites.

(a) 7k Replicated Websites reside on 7k's company web domains, and 7k reserves the right to compile and review analytics and information regarding the usage of each 7k Replicated Website.

(b) By default, the URL for a 7k Replicated Website is www.7KMetals.com/<distributorID#>. 7k Associates may change this default ID and choose a uniquely identifiable website name that cannot:

- (i) Be confused with other portions of the 7k corporate Website;
- (ii) Mislead visitors into thinking they have landed on the 7k Corporate Page;
- (iii) Be confused with any 7k name, trademark, or corporate page or domain; and
- (iv) Contain any discourteous, misleading, or off-color words or phrases that may

reflect negatively on 7k's image or reputation.

(c) In addition, 7k Associates must abide by the following guidelines regarding their Replicated Sites:

(i) 7k Associates must not change or modify the branding, artwork, look, feel or functionality of the 7k Replicated Website;

(ii) 7k Associates must not use their 7k Replicated Website (or any other Platform approved to promote 7k) to promote, market or sell non-7k programs, products, services or income opportunities;

(iii) 7k Associates must not hyperlink their 7k Replicated Website to any other Third-Party websites, regardless if such sites offer or promote 7k or other non-7k programs, products, services or opportunities; and

(iv) 7k Not monetize their 7k Replicated Website or their registered external website through affiliate programs, pay-per-click or cost-per-impression advertising, selling ad space, accepting donations, accepting sponsored posts or articles, AdSense, or similar programs.

6.7.4 Third Party Materials

(a) Without the prior, written consent of 7k Comliance, 7k Associates must not use marketing materials created or prepared by the 7k Associates or any other person ("Third-Party Materials"), including without limitation Third-Party Materials containing trademarks or copyrighted materials belonging to 7k or others that are obtained directly from 7k.

NOTE: Trademarks and copyrighted materials can only be used commercially with the express permission of the rights holder. Use of the intellectual property belonging to others without a license or express permission can result in significant legal liability.

(b) If a 7k Associate receives written approval or authorization to use Third-Party Materials, 7k Associates may make copies of such approved materials available to other 7k Associates at no cost, but 7k Associates may not sell any Third-Party Materials to other 7k Associates.

6.7.5 7k Compliance Review

(a) Before using Third-Party Materials, 7k Associates must submit the proposed materials to 7k's Marketing Department (marketing@7kmetals.com) and to the 7k Compliance Department

(policy@7kmetals.com) for review, consideration and approval/allowance.

Third Party Materials include, but are not limited to advertisements, billboards, brochures, business cards, pamphlets, presentations, training products, sales or leadership curriculum or aids, sales systems or programs, audio or video recordings, email content, websites, blogs, newsletters, scripts, articles, banners, displays, mobile/phone applications or others applications of any kind, physical or electronic, whether or not such contents or materials are produced by the 7k Associate, another person or entity, or contain any trademarks, service marks or copyrights of 7k, which are not produced by 7k.

(b) 7k's delay or failure to respond to a request for Compliance Review does not constitute approval and does not authorize use. Unless explicitly approved or allowed in writing by 7k Compliance, use of Third-Party Materials are not approved.

(c) 7k shall not be liable nor be required to, nor will it defend or hold harmless any 7k Associate using unauthorized marketing materials or Third-Party Materials, in any form or forum. Please read these provisions carefully. Full compliance with them is not only expected, but also necessary to avoid breach of any applicable local, state, national or international laws, rules, regulations, codes and guidelines in the jurisdiction that 7k operates in.

6.7.1 Allowance of Not-Specifically Approved Content; Revocation of Prior Approval

(a) Because legal requirements and regulatory guidance change, when reviewing marketing materials proposed by 7k Associates, 7k reserves the right to allow but not specifically approve or authorize marketing materials created by 7k Associates.

(b) At any time and for any reason, 7k may in its sole and absolute discretion deny, revoke, or rescind any prior allowance or approval, without liability or recourse for expenses incurred by the 7k Associate in creating, distributing, or taking down such material. Once notified, 7k Associate must immediately discontinue any use of such material and remove any active content accessible by the public.

6.7.2 Business Cards

(a) 7k Associates may use business cards that are designed or approved by 7k Compliance.

(b) 7k Associates may order business cards through 7k or print them on their own from approved templates available in the 7k Back Office.

(c) 7k Associates may design their own business cards, but such designs must be submitted to 7k's Compliance Department (policy@7kmetals.com) for review, consideration and final approval.

(d) 7k Associate business cards must strictly adhere to the guidelines on the use of the 7k name and Independent 7k Associate logo.

(e) 7k Associates may not use or present an unapproved business card, or utilize any design that includes other non-7k businesses, products or services.

6.8 SOCIAL MEDIA, ONLINE AND MOBILE PLATFORMS

6.8.1 Online and Mobile Platforms

(a) 7k recognizes the importance of the Internet, Social Media, and similar on-line platforms, mobile applications, and new and emerging channels and/or technologies (collectively "Platforms") to share 7k products and services with others, and to facilitate building, managing, and communicating with a 7k Marketing Organization. HOWEVER, 7K PRODUCTS, SERVICES, AND THE 7K SHARE PLAN MAY BE MARKETED AND SOLD ONLY THROUGH 7K-APPROVED WEBSITES AND PLATFORMS.

7k prohibits using Associate or Third-Party websites and any new Platforms to promote 7k without prior 7k review and the express approval of 7k Compliance.

(b) When using any online Platform, 7k Associates must comply with all Platform rules and community standards, in addition to applicable laws and regulations.

When a 7k Associate fails to abide by applicable laws and Platform rules and community standards, they may lose access to important Platforms and could have personal legal liability. Further, the bad actions of a single 7k Associate could also trigger Regulatory investigations and/or cause a Platform to take adverse action against 7k and other 7k Associates.

(c) All sales activities must be directed to the link to a 7k Replicated Website -- no product sales or Member enrollments may occur on any Social Media site or non-7k Platform.

(d) When using any Platform or Social Media site to discuss or promote 7k, content on such Platforms must comply with SECTION 5.6, and should only link to the Associate's 7k Replicated Website.

(e) 7k Associates should use photos and marketing assets provided by 7k in the Back Office for Social Media posts or "pins" of 7k products.

(f) 7k encourages 7k Associates to limit promotion of the 7k Share Plan and the opportunity to earn supplemental income to personal, private communications and small, private groups.

7k requests that 7k Associates refrain from publicly promoting the 7k Share Plan through their own websites, on public Social Media accounts, channels, or groups, or using any technology Platform that is generally accessible by the public.

(g) 7k Associates should use 7k-sponsored communities as well as existing, private groups maintained by independent 7k Associates to engage in community building and the exchange of constructive ideas and information.

6.8.2 Use of Sites and Social Media Channels Associated with 7k

(a) If an Associate uses a URL, email list, chat group, Social Media channel, or Platform account or group to promote 7k or to build, manage, and communicate with their 7k Marketing Organization, or if they create an account or business profile page that includes 7k customers, Members, or Associates and is used to promote 7k (a "7k-Associated Channel"), such 7k-Associated Channel must be used exclusively to promote 7k, and must not be used to promote any other non-7k product or Competing Business Opportunity. If the 7k Associate account with 7k is terminated for any reason, or if the 7k Associate becomes inactive, the 7k Associate agrees and must promptly deactivate, cancel, or abandon the use of the 7k-Associated Channel for any business purpose.

(b) Consistent with SECTION 5.6, during the term of the 7k Agreement and for a period of twelve (12) calendar months thereafter, a 7k Associate may not use a 7k-Associated Channel to publicly denigrate or disparage 7k, or to directly or indirectly solicit, recruit, or entice current 7k Contacts to investigate or join any other Competing Business Opportunity, including by making "attraction marketing" posts to generate inquiries. Violation of this provision shall constitute a violation of the non-solicitation provisions in SECTION 5.6.

6.8.3 Social Media Influencer Guidelines

When using Social Media or any online Platform to promote 7k products, services, or the 7k Share Plan, 7k Associates must disclose that they have a relationship with 7k and may receive compensation for purchases made by customers. Where space is limited, they may add a tag (hashtag) such as #Ad, #7kAssociate, #PaidEndorsement. See the FTC Guidance for Social Media Influencers at https://www.ftc.gov/influencers.

6.8.4 Digital Media Submission

(a) 7k Associates may upload or publish original, 7k-related video, audio or photo content that they develop and create so long as it aligns with 7k's values, contributes to the greater good of the 7k community, and is in compliance with these Policies and Procedures.

(b) All submissions must comply with Social Media Influencer guidelines and must not violate or infringe on the trademark, copyright or legal rights of others.

(c) Content shared online must state that the 7k Associate is solely responsible for the content.

(d) 7k Associates may not upload, publish, or share 7k content that 7k has not officially released for use or redistribution by 7k Associates (e.g., video, audio, presentation, any digital or electronic files from 7k events, field calls, or training). 7k Associates must not share, publish, or distribute audio, video, or images captured at official 7k events or on premises owned, rented, or operated by 7k, without prior written permission from 7k.

6.8.5 Third Party E-Commerce Sites

(a) 7k Associates do not purchase inventory for resale, and therefore have no need to market or promote 7k products on any e-commerce, auction, classified ad or social networking internet site and/or any mobile applications ("E-Commerce Sites").

(b) 7k requests that 7k Associates do not promote the 7k Share Plan or any other 7k Program, training, or event on any E-Commerce Site. This prohibition includes, but is not limited to, internet sites that have their content based on user participation and user-generated contents, forums, message boards, blogs and podcasts such as Amazon, eBay, Alibaba, AliExpress, Lazada, Groupon, Carousel, Market, Qoo10, Rakuten, All Deals Asia, Facebook, Myspace, Craig's List, Twitter, YouTube, Wikipedia, Flickr, WordPress and Instagram.

(c) As noted in Section 5.4.1 (No Inventory Purchase or Resale Requirements), if a 7k Associate chooses to resell a 7k Product they purchased as a customer or 7k Member, such secondary sale is not subject to and will not generate any commission under the 7k Share Plan, although 7k Associates are still expected to comply with all legal and ethical requirements, including those in Sections 5.4 and 5.5.3(d).

6.9 MASS MARKETING GUIDELINES

6.9.1 Mass Marketing Subject to Special Restrictions

(a) Mass marketing is any means of communication that has the potential to reach large numbers of people, including through tv or radio broadcast, public livestream over the Internet, large group meetings, bulk delivery of text/chat messages, emails or phone calls, or using other technologies or channels of communication. This especially includes unsolicited messages, emails, email flyers, Short Messaging Service (SMS), Multimedia Messaging Service (MMS), blogs, and/or publications on all social media platforms.

(b) Data protection and privacy laws include regulations on the use of personal data, restrictions on bulk email and text messaging (spamming), and required licensing and compliance with no call/no contact lists, among other requirements. Further, Mass Marketing communications substantially increase risks relating to copyright infringement, defamation, false/misleading/deceptive advertsing, unsubstantiated claims, misrepresentation, and a variety of other hazards.

(c) In the United States or US Territories, applicable state and federal laws and regulations including the federal CAN-SPAM Act, state telemarketing licensing, and data protection laws, regulate the use of personal contact information and limit transmission of commercial email and text messages and robo-dial calls. In most countries, sending unsolicited messages, emails and/or mass marketing communications is illegal, with potentially severe civil liability.

(d) Because of the complex legal requirements involving mass marketing communications, 7k Associates **must not**:

 Directly or indirectly send unsolicited messages, emails or contents to anyone without their prior expressed consent to receive such content, regardless if they have or may not have prior or existing personal or business relationship;

(ii) Attempt to offer or solicit contact information and consent under pretext of data collection, surveys, research studies, contests, or lucky draws, when the true intention is to promote 7k program, products and/or services;

(iii) Distribute content by use of any distribution list involving any person who has not given specific permission to receive communications -- spamming or distribution of chain letters or junk mails are strictly prohibited;

(iv) Distribute content that is unlawful, inappropriate, profane, defamatory, infringing, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which may give rise to civil liability or otherwise violate any applicable local, state, national or international laws or regulations.

Further, 7k Associates must:

(v) Keep consumers informed of the intended use of collected information at a prominent location on their website or in any data collection form;

(vi) Provide individual consumers with an opportunity to limit the dissemination of such information, and to opt out of receiving communications or having their information shared with others;

(vii) Provide individual consumers with the option to cease further communication, if the consumer desire to do so. Upon receiving such requests, the 7k Associates shall immediately cease all communication; and

7K STRICTLY PROHIBITS 7K ASSOCIATES FROM SENDING UNSOLICITED MESSAGES, EMAILS, OR COMMUNICATIONS OF ANY FORM. 7K ASSOCIATES MUST ABIDE BY ALL APPLICABLE LOCAL, STATE, NATIONAL OR INTERNATIONAL LAWS, RULES, REGULATIONS, CODES AND GUIDELINES PERTAINING TO PERSONAL DATA PROTECTION AND ANTI-SPAMMING THROUGH ALL MODES OF COMMUNICATION, OR TRANSMISSION MEDIA.

6.9.2 Messages Sent to or on Behalf of 7k Associates

(a) By entering into the 7k Associate Agreement, 7k Associates agree that 7k may send them text, email or telephone message with news, product, and promotional information. 7k Associates also authorize 7k to periodically send messages on behalf of 7k Associates to customers in their 7k Marketing Organization, and that 7k may include the 7k Associate's physical, email or social media

addresses in such communications.

(b) 7k gives recipients of all mass email or text communications the ability to opt-out of receiving future messages from 7k.

(c) Communications from the 7k Compliance Department or 7k Member Support are exempt from any opt-out requests. This provision will survive the termination of the 7k Associate Agreement or cancellation of the 7k Associate Agreement.

6.9.3 Use of Telephone and Telephone Directory Listings

(a) 7k Associates may list themselves as an "Independent 7k Associate" in the white or yellow pages of the telephone directory, or with online directories, under their own name. If an Associate wishes to list his or her name in a telephone or online directory, it must be listed in the following format:

Associate's Name

Independent 7k Associate

(b) Additionally, 7k Associates must observe and may not answer the telephone by saying "7k", "7k Incorporated", or in any other manner that would lead the caller to believe that he or she has reached 7k Corporate Offices.

6.9.4 Telemarketing Techniques

7k Associates must not engage in telemarketing in the operation of their 7k business. The term "telemarketing" for 7k's purposes means the placing of one or more telephone calls to an individual or entity to induce the purchase of a 7k product or service, or to recruit them for the 7k opportunity. "Cold calls" made to prospective Customers (Members) or Associates that promote either 7k's products or services or the 7k opportunity constitute telemarketing and are prohibited.

In the US and US Territories, the Federal Trade Commission and the Federal Communications Commission have applicable laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. It is also common in many other countries to have such restrictions, laws or regulations against telemarketing. Although 7k does not consider 7k Associates to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

However, a telephone call placed to a prospective Customer or Associate (a "prospect") is permissible under the following situations:

(a) If the 7k Associate/prospective Member has a prior established personal or business relationship with the prospect. An "established business relationship" is a relationship between an Associate and a prospect based on the prospect's purchase, rental, or lease of goods or services from the 7k Associate, or a financial transaction between the prospect and the 7k Associate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.

(b) The prospect's voluntary inquiry or application regarding a product or service offered by the 7k Associate, within the three (3) months immediately preceding the date of such a call.

(c) If the7k Associate receives written and signed permission from the prospect authorizing the 7k Associate to call. The authorization must specify the telephone number(s) which the 7k Associate is authorized to call.

(d) The 7k Associate may call family Members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have a recent first-hand relationship with in the preceding three (3) months. Bearing in mind, however, that if you engage in "card collecting" with everyone you meet and subsequently call them, this may be considered a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.

(e) 7k Associates shall not use automatic telephone dialing systems or software relative to the operation of their 7k business.

(f) 7k Associates shall not place or initiate any outbound telephonecalls that deliver any prerecorded message (a "robocall") regarding or relating to the 7k products, services or opportunity, to any person.

6.9.5 Mass Market Advertising

7k Associates may not place billboard, television, telephone, online directory display, Google

or Facebook advertisements without 7k Compliance prior, written consent. If approved, such ads may not use the term "7k" (or Seven K) or any of 7k Marks, especially including trademarks, service marks, copyrights, logos, product names, or any derivatives or abbreviation.

6.10 MEDIA AND MEDIA INQUIRIES

(a) 7k Associates are not corporate employees, representatives, or agents, and are not authorized to contact the media or respond to media inquiries, participate in or grant radio, television, newspaper, magazine, tabloid, or internet interviews on any media or Platform, or use any public appearance or speaking arrangements, fund raising events, trade shows, or make any type of statement to the public media, whether online or in person, to publicize and/or promote 7k, its products, services, programs, or the 7k Share Plan, without the prior express, written approval from 7k Compliance.

This policy is to ensure that accurate and consistent information is provided to the public, as well as to uphold and the projection of the appropriate public image. Therefore, 7k Associate(s), may not, for any reason, discuss their 7k business with the media, nor act a spokesperson for 7k, nor discuss or talk to the media regarding 7k, its program, Share Plan, products and services.

(b) It shall be a material breach of the 7k Agreement to communicate with or provide any information to the media, regardless of whether such information is positive or negative, accurate or inaccurate. All inquiries from the media must be immediately referred to the 7k Marketing Department at <u>marketing@7kmetals.com</u> or by calling the Corporate Office at 208-314-2587.

6.11 NAME, IMAGE, AND LIKENESS; CONSENT TO PUBLICATION

(a) By accepting the 7k Associate Agreement, the Member Privileges & Conditions, or by participating in any 7k Event, 7k Members and Associates grant 7k the irrevocable license and right photograph and record them at 7k events and activities, and to utilize, modify, and reproduce such images and recordings without royalties for business and marketing purposes. See SECTION 14 of the Customer/Membership Privileges & Conditions, incorporated herein.

(b) 7k Associate must inform any guests they invite or bring to 7k events or activities, that such meetings or events may be photographed or recorded. 7k will use its best and reasonable efforts to ensure that no photos, videos and/or audio recordings are taken of guests who desire to not be photographed or recorded. However, 7k Associates must inform their guests that by attending the event, they are consenting to have their likeness and image captured in photographs and/or video recordings, and that all participants:

(i) Grants 7k an irrevocable license to the rights of their name, photograph, likeness, voice testimony, biographical information, image, and other information (collectively the "Likeness") without compensation, in perpetuity, or any other consideration;

(ii) Understand that their image, audio and/or video recordings may be edited, copied, exhibited, posted, published or distributed and summarily waives the right to inspect or approve the finished product wherein his or her likeness appears;

(iii) Understand that images and/or recordings may be used in marketing, promotional, advertising and training materials, whether in print, radio or television broadcast, audio and video medias, on the internet, or in other media within an unrestricted geographical area, for unlimited exposures. There shall be no time limit on the validity of this understanding and subsequent release, nor will there be geographic limitation on where these contents or materials may be distributed; and

(iv) Release 7k from any liability or obligation that may arise as a result of the use of his or her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander).

SECTION 7 SHIPPING, RETURNS, REFUNDS, AND BUYBACKS

7.1 Shipping, Returns, Refunds, and Buybacks

Shipping, returns, refunds, and buybacks are governed by the Customer/Member Privileges & Conditions, including SECTIONS 9 through 12, which are incorporated herein by reference.

7.2 Merchandise, Sales Aids, and Marketing Materials

Except as provided in SECTION 7.6, all sales of 7k merchandise, sales tools, marketing materials, or

other printed materials available for purchase from 7k or at 7k events are final and non-refundable, unless the product has a manufacturing defect.

7.3 Cancellation of 7k Agreement

(a) **Cancel at Any Time.** As provided in SECTION 11 (INACTIVITY, RECLASSIFICATION, AND /or TERMINATION), 7k Associates may cancel their 7k Associate agreement at any time, online through the 7k Back Office or by contacting 7k Member Support. Cancellation of the 7k Associate Agreement does not automatically result in cancellation of a customer Membership or the Autosaver.

Cancellation of Customer Memberships are provided in SECTION 12 of the Customer/Membership Privileges & Conditions, incorporated herein.

(b) **Full Refund within Statutory Rescission Period.** A 7k Associate may cancel their 7k Membership within three (3) days of purchase (or within the applicable "rescission" or "cooling off" period provided by law) are eligible for a full refund of the Membership purchase price, less any bank fees, credit card charges, and other transactional fees imposed by third-parties, which are non-refundable. See SECTION 7.4 for details on 7k sales subject to cancellation during any applicable "cooling off" period.

NOTE: 7k may incur actual cost for fees paid to third parties at the time a membership is purchased. Therefore, refunds for cancelled Memberships cannot be prorated. That is, cancellation of a Membership after the rescission period will not result in a partial or prorated refund.

(c) Cancellation of Autosaver.

(i) 7k Associates who have an active 7k Membership may modify or cancel their Autosaver at any time, as provided in SECTION 12 of the Customer/Membership Privileges & Conditions, incorporated herein.

(ii) Requests to modify or cancel an Autosaver can be processed entirely online through the 7k Back Office (by deleting the Autosaver or toggling the Autosaver to "off"), or by emailing 7k Member Support.

IMPORANT NOTE: Cancellation or termination of a 7k Associate agreement does not automatically cancel a 7k customer Membership or 7k Autosaver, unless the Member separately or concurrently cancels the customer MemberShip and Autosaver. Cancellation of an Autosaver, alone, does not affect the status of a 7k Membership but could affect a 7k Associate's qualification for commissions under the 7k Share Plan. Only cancellation of a 7k Membership will automatically result in cancellation of a 7k Autosaver.

7.4 Right Of Rescission: Cooling Off Period

If the purchase of a 7k Membership or 7k products are done in the physical presence of a 7k Associate (an "Applicable Transaction"), the customer may rescind such purchase for a full refund within the applicable "Cooling Off" period, which shall be three (3) business days, except as provided below or otherwise required by local law where the customer resides. To qualify for a full refund, the returned product(s) must be sent to 7k in their original packaging, in good and resalable condition. 7k Associates are required to give their customers and personally enrolled Member notice of this right of rescission at the time they enroll or place their first order (if the transaction is an Applicable Transaction).

7.4.1 7k Associates Must Inform Customers of Right to Cancel or Rescind

(a) For Applicable Transactions, 7k Associates MUST inform their prospective customers of their rights to cancel and/or rescind the purchase of a 7k Membership or 7k products. If a purchase is made online from 7k in the presence of the 7k Associate, the Associate must remind the customer of their cancellation rights. 7k provides each 7k customer with the receipt at the time of sale.

NOTE: 7k does not authorize 7k Associates to resell 7k products in a direct sales or door-to-door setting. However, if a 7k Associate processes a secondary sale of a 7k product, they must ensure that they provide two (2) copies of a retail receipt at the time of the sale that indicates their right to rescind the purchase and receive a refund. 7k Associates who engage in secondary sales are solely responsible to timely process all refunds.

7.4.2 For U.S. residents

(a) The Federal "Cooling-Off Rule" (16 CFR § 429.1) for U.S. residents gives customers three

(3) days to cancel Applicable Transactions. "Applicable Transactions" are purchases of \$25.00 USD or more done in the presence of a 7k Associate, through sales made at a customer's home, workplace, or dormitory, or at a temporary location, like a hotel or motel room, convention center, fairground, or restaurant.

(b) Except as provided in SECTIONS Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., and 7.3, some Sales are expressly excluded from the Cooling-Off Rule and cannot be cancelled or refunded, including:

- (i) Sales under \$25 for sales made at a customer's home;
- (ii) Sales under \$130 for sales made at temporary locations;
- (iii) Sales of marketing or sales aids (goods/ services not for personal, family, or household use);
 - (iv) Sales made entirely online, by mail, or telephone;
- (v) Sales made after completing negotiations at 7k events, 7k corporate headquarters
- or any place where 7k regularly sells its goods or services; or
 - (vi) Sales needed to meet an emergency;

(c) **For Alaska Residents:** the Cooling-Off period is extended to five (5) business days for a purchase of goods or services of \$10 USD or more. 7k Associates presenting to Alaska residents must give the purchaser written notice of the right to revoke their purchase, which is effective either upon the return of the rejected goods to 7k, or upon the posting of a registered letter (marked Deliver to Addressee Only, Return Receipt) of rejection to 7k Member Support. 7k will bear the cost of returning such rejected goods to 7k. See Alaska Rev. Statutes § 45.02.350.

(d) For North Dakota Residents age 65 or Older: the Cooling-Off period is extended to fifteen (15) business days for a purchase of goods or services of \$50 USD or more. 7k Associates presenting to North Dakota residents must give the purchaser both verbal <u>and</u> written notice of the right to revoke their purchase.

7.4.3 For International residents

Local laws outside the U.S. may impose a different Cooling Off period:

(a) **For Singapore Residents**: the Right to Cancel allows a customer to rescind a direct sales contract without any reason, by giving notice of cancellation to 7k within five (5) days of the purchase. The notice to cancel must be sent to 7k Member Support in writing by email. 7k will process a refund within 60 days once the products are returned in good and resalable conditions.

(b) For Canada Residents: the Right to Cancel allows a customer to rescind a contract without any reason, by giving notice of cancellation to 7k within ten (10) days of the purchase for items worth more than \$50 CAD. The notice to cancel must be sent to 7k Member Support in writing by email. 7k will process a refund within 15 days and will cover the costs of return shipping if it requires the product to be returned. If the product has already shipped and/or been delivered, 7k is entitled to deduct reasonable compensation from the refund amount, including a 10% restocking fee, and any out-of-pocket shipping/handling/insurance costs.

(c) For United Kingdom Residents: the Right to Cancel allows a customer to rescind a contract without any reason, by giving notice of cancellation to 7k within fourteen (14) days of receiving the goods purchased, but only for items worth more than £42 GBP. 7k Associates must give written and verbal notice at the time a customer enrolls or makes an initial purchase of their right to cancel within 14 days for any reason. The notice to cancel must be sent to 7k Member Support in writing by email. Once the products are timely returned to 7k, 7k will process a refund within 14 days and will cover the costs of return shipping if it requires the product to be returned. If the product has already shipped and/or been delivered, 7k is entitled to deduct reasonable compensation from the refund amount, including a 10% restocking fee, and any out-of-pocket shipping/handling/insurance costs.

(d) **For Australia Residents**: there is no right to cancel for purchases of products made entirely online, directly from 7k, except that 7k will honor requests to cancel and refund a 7k customer Membership if the Membership was purchased at a 7k event, in the presence, and at the instance of a 7k Associate, but only if cancellation is requested in writing to 7k Member Support within 10 days of the purchase.

(e) For New Zealand Residents: the Cooling Off period is five (5) days from the date of purchase, if the product or Membership was purchased at a 7k event, or in the presence and at the instance of a 7k Associate. 7k Associates must give written and verbal notice at the time a customer enrolls or makes an initial purchase of their right to cancel within 5 days for any reason. The notice to cancel must be sent to 7k Member Support in writing by email. Once the products are timely returned to 7k, 7k will process a refund within 14 days and will cover the costs of return shipping if it requires

the product to be returned. If the product has already shipped and/or been delivered, 7k is entitled to deduct reasonable compensation from the refund amount, including a 10% restocking fee, and any out-of-pocket shipping/handling/insurance costs.

7.5 Associate Returns

(a) 7k may deem the following as voluntary cancellation of the 7k Associate Agreement:

(i) The 7k Associate initiates a chargeback for an order placed using their credit card or method of payment, without first contacting 7k Member Support to cancel the order and process a refund;

(ii) The 7k Associate requests two or more order cancellations or returns within any 12-month period; or

(iii) The 7k Associate makes returns and requests refunds aggregating more than \$300 USD in any 12-month period.

(b) 7k will process a final requested refund as an inventory repurchase pursuant to SECTION 7.6, the 7k Associate Agreement will be terminated and the 7k business will be cancelled.

7.6 Return of Product and Sales Aids by Associates Upon Termination

(a) 7k does not sell inventory to 7k Associates for resale, and 7k Associates are prohibited from buying product as inventory. In the unlikely event that a 7k Associate was authorized to purchase inventory for resale, and if that Associate's 7k Agreement is terminated for any reason, 7k will repurchase from the Associate any inventory still in its original packaging and in good and resalable condition, if purchased directly from 7k within the immediately preceding 12 months, at 90% of the original purchase price, or if involving Bullion, according to 7k's Bullion Buyback Policy in SECTION 12 of the Customer/Membership Privileges & Conditions.

(b) If a 7k Associate voluntarily terminates the 7k Agreement or is involuntarily terminated, they may also return any 7k sales aids or marketing materials that they purchased directly from 7k at 90% of their original purchase price, provided the items are in good and "Resalable" condition and so long as they were purchased directly from 7k within the 12 months immediately preceding the date of termination.

(c) Although a terminating 7k Associate may be able to resell 7k products on StacknSell or another E-commerce website, 7k will also consider requests to buy back any numismatic products purchased by the 7k Associate on their customer account at the lesser of 90% of the original purchase price, or the fair market value of the products, as determined by 7k, but excluding taxes, shipping, and handling. Upon receipt of Resalable products and numismatic coins, the 7k Associate will be paid the Buyback price. Payment will be processed within 24 hours after the return is authorized by the 7k Member Support. Because numismatic products are not sold as inventory, 7k reserves the right to deny or reject a request for a buyback.

(d) Shipping and Handling charges and return shipping costs incurred by an the Associate to return products or sales aids are non-refundable.

(e) Payments or refunds must be credited and paid to the same method of payment used for the original purchase. If commissions, credits, rebates, or other compensation were paid to an Associate based on a product that is subsequently returned for a refund, the such compensation will be deducted from the amount of the refund.

7.7 PRODUCT ABANDONMENT

SECTION 10 of the Customer/Membership Privileges & Conditions, incorporated herein, govern the rights of 7k Members upon the return or abandonment of product returned to 7k due to the inability to deliver by the carrier.

7.8 CHARGEBACKS.

Before requesting a chargeback with any credit card used to place an order with 7k, 7k Associates must first contact 7k Member Support and give 7k at least 30 days to resolve any dispute or process a requested refund. If a 7k Associate fails to first contact 7k Member Support, 7k may automatically suspend the Associate and place a hold on their customer/Membership account to prevent further purchases. Due to the serious financial impact of a chargeback, the 7k Associate may be immediately terminated at 7k's discretion.

SECTION 8 BUILDING A 7K MARKETING ORGANIZATION - PLACEMENT &

SPONSORSHIP

8.1 ENROLLING NEW 7K MEMBERS AND SPONSORING ASSOCIATES

(a) When a 7k Associate refers a customer who buys a customer Membership from 7k, they "personally enroll" the new 7k Member and can earn points for commissionable volume earned for the sale of the customer membership and qualifying 7k Products and purchased. Personally enrolled customers and Members are referred to as "Personals."

(b) 7k Associates can choose to build and lead a 7k Marketing Organization by working with their Personals to "sponsor" their separate applications to become 7k Associates and participate in the 7k Share Plan. 7k Member must comply with the requirements of SECTION 4.5 to be eligible to apply.

(c) 7k Associates can have Personals within the United States and any Other Country in which 7k is officially open and authorized to conduct business, subject to the requirements of SECTION 5.4.9 (International Marketing and Cross-Border Activities).

(d) Active 7k Associates in good standing have the potential to earn commissions on the actual sale of 7k Products and customer Memberships to the customers they refer. Those who actively build, manage, and lead their 7k Marketing Organization can earn additional override commissions for sales generated by their Marketing Organization, as provided in the 7k Share Plan.

NOTE: 7k Associates cannot earn commissions purely by sponsoring other 7k Associates.

8.2 DISCLOSURE OF POLICY

When promoting the 7k Share Plan and prior to sponsoring a 7k Associate application for any prospective 7k Associate (a "Prospect"), the sponsoring 7k Associate (the "Sponsor") must:

(a) Present the Prospect with a copy of or link to the current and up to-date version of the 7k Income Disclosure Statement;

(b) Present the Prospect with a copy of or link to the most current version of the 7k Independent Associate Application and Agreement, a current version of these 7k Policies & Procedures, and the current 7k Share Plan, and advise them to read these important documents because they include contractual obligations that affect their rights;

(c) Inform the Prospect that they can cancel their 7k Associate account at any time by contacting 7k Member Support;

(d) Emphasize in all presentations that success as a 7k Associate requires time, hard work, and skill; results vary and success isn't guaranteed; and that no 7k Associate is compensated solely for sponsoring new 7k Associates; and

(e) Inform the Prospect that the potential for compensation depends on:

(i) Whether the Prospect refers retail customers who purchase qualifying 7k products through a unique Associate link to an official 7k Replicated Website;

(ii) Whether customers enrolled by the Prospect purchase qualifying 7k customer Memberships;

(iii) Whether other Associates sponsored by the Prospect generate additional commissionable sales of 7k products; and

(iv) Whether they are successful in training, motivating, managing, and helping the Personals in their 7k Marketing Organization to acquire new customers and generate recurring commissionable sales.

8.3 SPONSORING ONLINE

(a) To sponsor a Prospect's 7k Associate application, the Prospect must apply through 7k's official Online Enrollment Process at https://enroll.7kmetals.com/ and indicate the Sponsor's 7k Associate ID where prompted.

(b) A Sponsor may assist the Prospect, but the Prospect must personally review and complete the online 7k Associate Application for themselves. It is critical that each applicant personally review and agree to the online 7k Application and Agreement, review and accept the 7k Policies & Procedures, and agree to the 7k Share Plan.

IMPORTANT: THE SPONSOR MAY NOT FILL OUT THE ONLINE 7K INDEPENDENT ASSOCIATE APPLICATION AND AGREEMENT ON BEHALF OF THE APPLICANT OR AGREE TO THE TERMS AND CONDITIONS ON BEHALF OF THE APPLICANT.

8.4 PLACEMENT VERSUS SPONSORSHIP

(a) **Placement.** When a 7k Associate personally enrolls a new Member, the new Member is "placed" in the 7k Share Plan database. (The database is sometimes referred to as the "7k Genealogy" or "Placement Tree.") New Members are placed in the 7k Genealogy in a new position below their Sponsor, as provided in the 7k Share Plan. Once a new Member is placed in the Placement Tree, they cannot be changed or moved, except as provided in SECTION 8.5 (Change of Placement or Sponsor).

(b) **Sponsorship.** When a 7k Member applies to become a 7k Associate, their original enroller is also their Sponsor. (The relational data linking 7k Associates to the personally sponsored Members in their 7k Marketing Organization is sometimes referred to as the "Sponsorship Tree" or the "Enrollment Tree".) The Sponsor of a 7k Member or Associate cannot be changed, except as provided in SECTION 8.5 (Change of Placement or Sponsor).

8.5 CHANGE OF PLACEMENT OR SPONSORSHIP

Changes to the Placement or Sponsorship/Enrollment Trees are not permitted, and requests to change Placement or Sponsorship of a 7k Member or Associate will be denied in all but compelling and extraordinary circumstances.

8.5.1 Placement

A Change of Placement may only be considered in the following circumstances:

(i) The request is directed in writing to 7k's Compliance Department at

policy@7kmetals.com within (3) business days from the date of enrollment;

(ii) The requesting party demonstrates the misplacement was unintentional and in error;

(iii) The request is made before any commission cycle is paid, or 7k Compliance determines that a change will not likely adversely impact any Associate ranked Copper or above by more than \$50 USD per month;

(iv) The misplaced Member has not yet become a 7k Associate and has not personally enrolled or sponsored any other 7k Member or Associate;

(v) The New Member has fewer than five 5 others placed below him in the 7k Genealogy.

8.5.2 Change of Sponsorship

(a) Where a new 7k Member is sponsored by someone other than the individual they were led to believe would be the Sponsor, the new 7k Member may request that he be transferred to another organization with his entire 7k Marketing Organization (if any) intact, but only under the following circumstances:

(i) The request is directed in writing to 7k's Compliance Department at

policy@7kmetals.com within (3) business days from the date of enrollment;

(ii) The requesting party demonstrates the placement was in error and that the original Sponsor was not the 7k Associate who introduced the new Member to 7k;

(iii) The request is made before any commission cycle is paid, or the requesting party demonstrates that the change will not adversely impact any Associate ranked Copper or above by more than \$50 USD;

(iv) The New Member has not yet become achieved a rank of Associate or above, or

and has not personally enrolled or sponsored more than 5 other 7k Members or Associates; (v) The Member requesting the change of Sponsorship has the burden of proving that

they were placed beneath the incorrect sponsor.(vi) If a commission cycle has already been paid, based on volume in the New

Member's Marketing Organization, then the change must also be approved by the original sponsor in error, the putative correct sponsor, the requesting Member, and a representative of 7k corporate.

(b) If the requesting 7k Member also proposes moving any of their Personals in their downline Marketing Organization, each of their Personals must submit properly completed 7k Change Form, meet all criteria, and return signed forms to 7k Compliance with all required information and signatures, together with the Change fee for each account to be moved.

8.5.3 Support Team Approval

If the change will have a negative impact on any Associate ranked Copper or above, within four (4) levels of the Member's Support Team, 7k Compliance can require the Member requesting the change to also secure the written consent of any active Associates ranked Copper or above, within the immediate four (4) levels of the Support Team.

8.5.4 Written Consent Required.

Photocopied or facsimile signatures are not acceptable, and all signatures must be verified, as requested by 7k Compliance, which may include notarization, supporting affidavits/declarations, or digital e-signature verified through a third-party (e.g., DocuSign, AdobeSign, etc), sent to the authorized email address on file with 7k.

8.5.5 Change Fees.

The 7k Member requesting the change must submit a change fee of two-hundred fifty dollars (\$250.00 USD) per account moved, to cover administrative costs, analysis, and data processing. If 7k Compliance denies the change, the Change Fee is non-refundable.

8.5.6 Change Process.

(a) Requests to change the Placement or Sponsorship of any 7k account must be made in writing to 7k's Compliance Department via email at policy@7kmetals.com (include "Change Request" in the email subject line).

(b) Change Requests must include the following information:

- (i) Name, 7k Member ID, and email address of
 - the person requesting the Change (the "Petitioner");
 - the Account to be Changed (the "Subject Account");
- (ii) Include the Date of Enrollment for the Subject Account;

(iii) Indicate whether the Request is a "Change of Placement" or a "Change of Sponsorship";

(iv) Indicate whether the requested Change will involve any of the Personals or downline Marketing Organization of the Subject Account;

(v) Describe the compelling and extraordinary reason for the requested change;

(c) For change of Sponsorship, also include:

- (i) Name, 7k Member ID, and email address of
 - the original enroller and sponsor of the Subject Account (the "Original Sponsor"); and
 - the proposed new Sponsor (the "Proposed Sponsor")

(d) For change of Placement, also include:

- (i) Name, 7k Member ID, and email address of
 - the 7k Member placed immediately above the Subject Account in the Placement Tree (the "Original Placement")
 - the 7k Member of the proposed new Placement (the "Proposed Placement")
 - each of the Subject Account's personally enrolled or sponsored 7k Members/Associates in the Subject Account's downline Marketing Organization.
 - each 7k Members/Associate placed below the Subject Account's downline Marketing Organization.

8.5.7 7k Discretion on all Changes.

(a) 7k Compliance has sole and absolute discretion on whether to approve or reject a requested changes and may grant conditional approval and impose additional terms and conditions.

(b) Change requests may take up to thirty (30) business days after the receipt to process

(c) The Personals of a moving 7k Member will not be moved unless all of the requirements of this SECTION 8.5.

8.6 TERMINATION, CANCELLATION, AND RE-APPLICATION

(a) If an Associate or Member cancels their 7k account and remains inactive with 7k for the required Wait Period (defined below), they may subsequently re-enroll with 7k under a new Sponsor.

(b) 7k Associates are prohibited from interfering in the business relationships of any other 7k Associate and their Sponsor, upline Support Team, or downline Marketing Organization. As provided in SECTION 5.6.4 (No Crossline Recruiting), 7k Associates and Members may not engage in Crossline Recruiting, and are not permitted to counsel, advise, facilitate, or otherwise influence or attempt to persuade another 7k Associate, Member, or Customer to change their Placement or Sponsorship, to cancel their 7k account and re-enroll in another 7k Marketing Organization under a new Sponsor, or to enroll a new 7k account under the name of a spouse, partner, or relative, under a pseudonym or

assumed name, or under a DBAs, trade name, or Business Entity.

(c) Consistent with SECTION 5.6.4, a 7k Member or Associate may not open, manage, or benefit from a second 7k account in a different Marketing Organization, or cancel their account and open a new account in in a different Marketing Organization, except as provided in this Section:

(i) A 7k Member or Associate may only change Marketing Organizations (placement and/or sponsorship) by voluntarily canceling their 7k account and remaining inactive for a continuous twelve (12) calendar months (the "Wait Period"). Inactivity during the Wait Period requires:

- not enrolling as a customer or Member of 7k;
- making no purchases from 7k;
- engaging in no sales/marketing activities for 7k,
- not enrolling, sponsoring, or facilitating the enrollment of any Member or Associate into 7k;
- not attending any 7k functions or events;
- not supporting or participating in any other form of 7k Associate activity or benefiting from the operation of any other 7k business; and
- no receipt of commissions or payments from any 7k Associate during the Wait Periiod.

(ii) Following successful completion of the Wait Period, the former 7k Associate may re-enroll under a new Sponsor in a new position -- that is, the former 7k Associate's Personals and downline Marketing Organization will remain in their original placement and line of sponsorship.

(iii) The Wait Period may be shortened or waived either

- with the written consent of the former Sponsor (if active) and the closes upline Associate ranked Silver or higher; or
- for a compelling business or personal reason and with the written approval of the 7k Dispute Resolution Board.

(d) The Wait Period for a Member, acting in good faith and who has not signed the 7k Associate Agreement or who has not personally enrolled any other Members or Sponsored any Associates may be reduced to six (6) months from the date of voluntary cancellation, or from the date the account was last active.

(e) Retail Customers who have never purchased a 7k Membership or personally enrolled other Members or Customers are free to enroll under a new sponsor at any time and for any reason, provided that the new Sponsor must not have violated SECTION 5.6.4.

8.7 WAIVER OF CLAIMS

(a) If a 7k Associate requesting a change has not received written approval from 7k, or the required change procedures have not been followed and finalized, and the 7k Associate builds a Marketing Organization in a secondary business in another Marketing Organization, 7k reserves the sole and exclusive right to make a final determination on the matter, including suspension, fines, and possible termination of the secondary account, and to make a final disposition of the former and seconcary Marketing Organizations.

(b) Equitably resolving conflicts over the proper placement of a Marketing Organization built in violation of these policies is extremely difficult. 7k has sole and absolute discretion on how to resolve conflicts, whether to implement compliance discipline, or whether to waive a violation and effect an resolution in the best interest of 7k.

(c) 7k Associates and Members affected by a 7k determination waive any and all claims against 7k, its officers, directors, owners, employees, and agents, and agree that their sole remedies are to (i) appeal the determination to the final decision of the 7k Dispute Resolution Committee, or (i) voluntarily resign and terminate the 7k Agreement, but subject to all post-termination covenants and obligations.

8.8 NO ROLL-UP OF MARKETING ORGANIZATION

When a vacancy occurs in a Marketing Organization due to the termination or cancellation of a 7k Account, the 7k Associate or Member in the first level immediately below the terminated account on the date of the termination will not be moved to the first level ("front line") of the terminated account's sponsor. The position occupied by the terminated account shall remain permanently vacant.

8.9 SPONSORSHIP INHERITANCE POLICY

(a) When a vacancy occurs in a Marketing Organization due to cancellation, termination, or inactivity, the personally sponsored Associates and Members of the canceled/terminated account are "orphaned" and left without a direct sponsor. Except as provided below, no Associate shall automatically inherit the direct personal enrollees of any cancelled/terminated accounts.

(b) If an Associate in good standing (the "Assumed Sponsor") wishes to Inherit Orphaned personal enrollees of a canceled/terminated or inactive account, the Assumed Sponsor must notify the 7k Compliance Department by emailing policy@7kmetals.com. The Assumed Sponsor must include all relevant information with the request, including a list of the Orphaned enrollees that they propose to inherit under this policy, and a business proposal demonstrating the reasons for wanting to inherit the orphaned enrollees, providing business plans, goals and objectives the Assumed Sponsor hopes to achieve if the request is granted, and detailing how the change will help the Orphaned enrollees. The Assumed Sponsor must also submit a two hundred fifty dollar (\$250) change fee per Orphaned enrollee.

8.9.2 Certain Accounts Not Eligible for Inheritance

The following accounts are not eligible for Inheritance:

(a) Orphaned enrollees with a lifetime rank of Bronze or above;

(b) Accounts that have been inactive for six or more calendar months. (The 7k Compliance Department must obtain written permission from the Inactive Account holder if the account has been inactive for less than six months).

(c) Accounts that are not in current "good standing" with 7k with regards to compliance with the 7k Policies and Procedures.

8.9.3 Conditions for Inheritance

Upon receiving a request for Inheritance, 7k Compliance will conduct an evaluation of the proposed changes and will notify all affected accounts of the request. The following conditions must be met or agreed to by all parties involved:

(a) The Orphaned enrollees must agree to the proposed Inheritance;

(b) The Assumed Sponsor will have sixty (60) days (the "Trial Period") to work with all the Orphaned enrollees to help each advance at least one rank in the 7k Share Plan.

(c) All accounts involved must maintain activity, including each having at least 15 points in personal volume each month during the Trial Period.

(d) Once the Orphaned account(s) advance at least one rank, the Assumed Sponsor must notify the Compliance Department. The Compliance Department will then monitor the accounts for a period of 45 days (the "Test Period") to ensure the new rank has been legitimately obtained, is sustainable, and that each Orphaned account maintains rank.

(e) After the Test Period, if the Orphaned enrollee(s) maintained rank and remains active, the Inheritance will be approved and the Assumed Sponsor will become the Sponsor of the Orphaned enrollee(s).

(f) The other members of the Orphaned enrollee(s)' Marketing Organization will remain intact and unchanged.

(g) If there are multiple personal enrollees that are eligible for Inheritance, each enrollee must be approved by the 7k Compliance Department, with a separate change fees submitted for each.

(h) 7k may waive any requirement above, and approve or deny any request for any or no reason, including due to extenuating circumstance such as death or illness of a 7k Associate or Member.

(i) 7k reserves the right to impose additional terms and conditions or grant additional exceptions as may be in 7k's business interest.

(j) 7k reserves the right, at its sole discretion, to reject any request for Inheritance that does not comply with all the requirements outlined in this section.

SECTION 9 SALE, TRANSFER, OR ASSIGNMENT OF A 7k ACCOUNT

A 7k Member account is not generally transferrable or assignable. However, certain 7k Associate accounts are independent businesses, owned by private parties but subject to the terms of the 7k Agreement and these Policies. 7k Associate businesses that have demonstrated real value as a going concern may be transferrable by sale, gift, or assignment under certain conditions.

9.1.1 Eligibility for Sale, Transfer, or Assignment

(a) To be eligible for sale, transfer, or assignment (each a "transfer"), the proposed transfer must satisfy the following criteria:

(i) The Transferring account must be active, not cancelled or suspended, in good standing, and not in violation of the 7k Agreement or any of these Policies;

(ii) The Transferring account must have a current, paid as rank of Bronze or above (or lifetime rank of Silver or above), with average gross monthly earnings or at least \$3,500 over the preceding 12 months;

(iii) The Transferring account owner and purchaser must agree to basic terms and conditions of sale/transfer;

(iv) The transfer must be for real value to a bona fide purchaser;

(v) The Transferring account owner must not retain any pecuniary or contingent

interest in the account and must agree not to interfere with the account for 12 months; (vi) The purchaser must have experience in network marketing, precious metals, and/or

other demonstrated business experience;

(vii) The purchaser must read and sign the 7k Associate Agreement, and these Policies, purchase a qualifying 7k customer Membership, and meet all requirements to become a qualified 7k Associate.

(viii) The parties must accept and sign (with verified signatures e.g., DocuSign or AdobeSign) a completed transfer form that includes any required terms and conditions imposed by 7k;

(ix) 7k may require any Associates in the downline Marketing Organization with a higher rank than the Target Account to consent to the transfer;

(x) The Target Account owner must pay a two hundred fifth dollar (\$250) transfer fee to 7k;

(b) If the purchaser is an active 7k Associate, he must first terminate his or her primary 7k Account and wait six (6) calendar months from the date of the resignation, before he or she is eligible to acquire any interest in a different 7k business/account.

(c) Before the sales, transfer or assignment can be finalized and approved by 7k, all debt obligations owed by the Transferring Associate to 7k must be fully satisfied.

(d) The Transferring account owner will not be eligible to re-enroll as a 7k Member or Associate for a period of twelve (12) calendar months following the completion of the transfer.

9.1.2 7k Account Transfer Request

(a) Prior to selling or attempting to transfer an independent 7k business any interest in a business entity that is a 7k Associate, the Transferring account owner must notify the 7k's Compliance Department in writing by email to policy@7kmetals.com, and give notice of their desire and intent to transfer or sell the 7k Account or 7k Business Entity interest, at least thirty (30) business prior to the proposed transfer.

(b) The Transferring account owner must properly fill out a 7k Account Transfer Form and remit a two hundred fifty dollar (\$250.00 USD) transfer fee.

(c) 7k Compliance will process the Transfer Form to ensure that all required information has been provided, and circulate the form for verified digital signature. Alternatively, the signed forms may be mailed to:

7k Compliance Department 3640 S Yellowstone Hwy Idaho Falls, ID 83402

(d) Requests to transfer may take up to 30 business days for analysis and processing. 7k Compliance will the parties regarding the disposition of the request.

(e) If approved, no changes in sponsorship or placement are permitted, and any attempt to effect a transfer to circumvent the requirements of SECTION 5.6.4 will result in an automatic denial.

(f) If a 7k Associate attempts to transfer, assign, or sell their interest in a 7k Associate account or business entity without the prior, written approval of the 7k's Compliance Department, such transfer, assignment, or sale shall be voidable at the sole and absolute discretion of 7k, and 7k may impose additional terms and conditions on a putative purchaser or assignee.

9.1.3 Right of First Refusal

(a) 7k shall have the right to deny any transfer, sale, or assignment, or to exercise a right of first refusal in lieu of denial to purchase the 7k Associate account on the same terms as agreed between the Transferring 7k Associate and the putative purchaser, provided the price reasonably

approximates the fair market value of a similar network marketing business, based on the performance of the business over the immediately preceding six (6) months. 7k shall have fourteen (14) business days from the date of receipt of the written offer from the Transferring Associate to exercise its first right of refusal.

9.1.4 Business Entity Conversion

(a) 7k Associates in good standing and whose membership is in their individual name may apply to transfer their Membership to a Business Entity. To apply, Associates must contact 7k Member Support and complete a Business Entity Application, providing any requested legal documentation requested by 7k and confirming (i) the tax identification number and legal status of the Business Entity, (ii) provide a declaration of the Ultimate Beneficial Owner(s) (UBO), and (iii) the name of the Business Entity's managing or controlling officer(s), director(s), or member(s).

(b) A 7k Associate converting to a Business Entity after ten (10) days of enrollment shall also submit a transfer fee of two hundred fifty dollars (\$250 USD) to cover administrative costs and additional KYC diligence costs for the business UBOs.

(c) The transferring 7k Associate remains personally responsible for the Account and must designate a responsible individual to be the Responsible Party on the account. 7k Associates that are Business Entities must submit an annual certification of Ultimate Beneficial Ownership to remain active and in good standing.

(d) 7k Compliance will deny a Business Entity transfer/conversion if it is unable to verify the existence and legal status, tax ID, and UBOs for a Business Entity, sufficient to comply with 7k's KYC and anti-money laundering obligations.

(e) In the event that individuals in the same Household elect to enroll a business entity at any time, the household member or business entity that joined 7k first must be the Sponsor/Enroller for all other 7k Accounts. The Business Entity, as well as all shareholders, members, managers, partners, trustees, officers/directors, or other parties with any ownership (legal or equitable) interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to 7k, compliance with the 7k Policies and Procedures, the 7k Associate Agreement, and other obligations to 7k.

(f) 7k may require each UBO and manager/officer of a Business Entity to sign the 7k Associate Agreement and agree to these Policies.

9.1.5 Changes to a Business Entity or 7k Affiliated Person

(a) 7k Associates must immediately notify 7k of any change to type of Business Entity, to the Ultimate Beneficial Owners, and of any addition or removal of a 7k Affiliated Person.

(b) Any 7k Affiliated Person who chooses to disassociate with a 7k Associate for any reason is still subject to the requirements of the 7k Agreement.

(c) If a Business Entity engaged as a 7k Associate wishes to bring on any new 7k Affiliated Person, it must adhere to the requirements of section SECTION 9 (SALE, TRANSFER, OR ASSIGNMENT OF A 7k ACCOUNT).

(d) The 7k Associate must pay a fifty-dollar (\$50.00 USD) fee for each change requested, which must be included with the written request and the completed 7k Associate Application, Business Entity Conversion, or Transfer Form.

(e) 7k may, at its discretion, require notarized documents before considering any changes to a 7k Account. Please allow up to thirty (30) business days for processing once 7k receives a change request.

9.2 SUCCESSION

9.2.1 Transfer Upon Death or Incapacity of an Associate

(a) Upon the event of death or incapacitation of a 7k Associate, such Associate's 7k business may be transferred, assigned, or inherited by an individual who is not currently enrolled with 7k and agrees to the 7k Associate Agreement and these Policies, pursuant to a written approval of 7k and a valid will, trust, durable power of attorney, court order, or in accordance with the intestacy laws of the country, state or jurisdiction in which the 7k Associate resides.

(b) 7k will not recognize and accept any assignment or transfer until the successor in interest has submitted the relevant supporting legal documentation and accepted and signed the 7k Associate Agreement.

9.2.2 Requirements to Process a Transfer on Death

(a) In the event of death of an Associate, the executor or personal representative of the

estate must notify 7k in writing, within ninety (90) days of the passing, or 7k reserves the right to cancel the account.

(b) The heir of a 7k business transferred by a will, trust, or other testamentary process, will, upon accepting and signing the 7k Associate Agreement, enjoy all the rights and obligations of a 7k Associate, including the right to earn commissions and bonuses based on sales made in the the deceased 7k Associate's Marketing Organization.

(c) To effect a transfer upon death, the successor(s) must provide 7k with the following:

- (i) certified copies of the death certificate;
- (ii) certified copies of will, trust, letters testamentary or another instrument; and
- (iii) written instructions from the authorized personal representative or executor to

7k specifying to whom the 7k business and income should be transferred.

9.2.3 Any successor shall meet the following requirements:

(a) execute a 7k Associate Agreement;

(b) comply with all terms and provisions of the 7k Agreement;

(c) meet all of the qualifications for the deceased 7k Associate's status;

(d) update all personal and/or business entity information, and provide 7k with an "address of record" and additional contact information to which all communicatuins, commissions and bonus checks will be sent;

9.2.4 Multiple Devisees or Successors

(a) A 7k Associate account may only be transferred to a single owner with a unique tax ID not already associated with another 7k business.

(b) To accommodate a transfer to an heir/successor who already has a 7k account, or for the benefit of multiple heirs, devisees, or beneficiaries, the ultimate transferee must be a single business entity or trust with a unique tax ID, or a nominee owner (not already associated with 7k), for the benefit of the other joint devisees. Each ultimate beneficial owner of such business entity or trust must complete required KYC diligence.

(c) 7k will issue all commission and bonus checks to the single entity, trust, or nominee owner, and will issue a single IRS Form 1099 MISC.

9.2.5 Transfer Upon Incapacitation of an Associate

(a) To effectuate a transfer of a 7k business because of incapacity, the successor must provide the following to 7k within 90 days:

(i) A durable power of attorney showing the authorized and appointed attorney-in-

fact; or

(ii) In the case of a trust, a certified copy of the trust, a certificate of trust, or notarized appointment as trustee; or

(iii) A court order appointing a guardian; and

(iv) a certified copy of any trust document, or other documentation establishing the

trustee's right to administer the 7k business; and

(v) a completed 7k Associate Agreement signed by the trustee, guardian, or attorneyin-fact.

(b) 7k reserves the right to review and request strict compliance to ensure its validity and legitimacy. The successor shall bear all costs involved (if any).

9.2.6 Designation of Beneficiary

(a) A 7k Associate who is a natural person (not a trust or business entity) may appoint a single joint owner, with rights of survivor ship, or a single designated, 100% contingent beneficiary, and a single designated, 100% secondary (alternative) contingent beneficiary that will be operative upon the death of the 7k Associate.

(b) Upon the death of the 7k Associate, the joint owner or contingent beneficiary must notify 7k Compliance within 90 days of the passing, and provide 7k with a certified copy of the death certificate, proof of identity, and 7k will process the transfer upon the successor accepting and signing the 7k Associate Agreement, completing required KYC diligence, and otherwise meeting the requirements to become a 7k Associate.

(c) 7k Associates must contact 7k Member Support to request a copy of the Beneficiary Designation Form.

9.2.7 Consult your Own Attorney

(a) 7k Associates should consult their own attorney to assist in preparation of all legal

documents and to ensure that any will, trust, power of attorney, or designation of beneficiary will be effective, comply with applicable laws, and address the individual goals, needs, and objectives of any existing estate plan.

(b) The successor will be responsible for all costs relating to the succession of the 7k Account.

9.3 SEPARATION OF A 7K BUSINESS/ACCOUNT

(a) 7k Associates sometimes jointly own and/or operate their 7k businesses as married couples, partnerships, limited liability companies, corporations, trusts, or other business entities. At such time as a marriage may end in divorce or a corporation, limited liability company, partnership, trust or other business entity may dissolve, arrangements must be made to assure that any separation or division of the 7k business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

(b) 7k businesses cannot be equitably split and must be owned by a single owner, busines entity, trust, or nominee owner for the benefit of others.

(c) During a divorce or dissolution, the parties must adopt one of the following methods of operation:

(i) If the parties do not otherwise agree or if no court order requires otherwise, the parties may continue to operate the 7k business jointly on a "business-as-usual" basis, with 7k paying all compensation according to the status quo as it existed prior to the divorce filing or dissolution proceedings.

(ii) One of the interested parties may, with agreement of the other(s), own and operate the 7k business pursuant to a written assignment, whereby the relinquishing spouse, shareholders, partners or trustees authorize 7k to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee; or

(d) Under no circumstances will the 7k Marketing ORganization (downline team) of divorcing spouses or a dissolving business entity be divided.

(e) 7k split not split commission and bonus checks between divorcing spouses or partners of a dissolving entity.

(f) 7k will recognize only a single Marketing Organization and will issue only one commission payment per 7k business per commission cycle. Commission checks shall always be issued to the same individual or entity.

(g) If a former spouse has completely relinquished all rights in the original 7k business/account pursuant to a divorce, they are thereafter free to enroll under any sponsor of his or her choosing without waiting twelve (12) calendar months.

(h) In the case of 7k business entity dissolutions, the former partner(s), shareholder(s), member(s), or other entity affiliate(s) who retain(s) no interest(s) in the 7k business must wait twelve (12) calendar months from the date of the final dissolution before re-enrolling as an Associate or Member.

(i) In either case, the former spouse or business affiliate shall have no rights to any 7k Associates in their former organization or to any former 7k Member. They must develop the new business in the same manner as would any other new 7k Associate.

SECTION 10 SUPPLEMENTAL INCOME UNDER THE 7k SHARE

10.1 COMMISSION AND BONUS QUALIFICATIONS AND ACCRUAL

7k Associate must meet the requirements of SECTION 4.5 and remain active, in good standing, and in compliance with the 7k Agreement to be eligible to earn commissions and bonuses. So long as a 7k Associate qualifies, 7k shall pay commissions and bonuses to 7k Associates in accordance with the 7k Share Plan. An Associate's commissions and bonuses constitute the entire consideration for the 7k Associate's efforts in generating sales and all activities related to generating sales (including building a Marketing Organization).

10.2 COMMISSION PAYMENT

10.2.1 Method of Payment

The Company pays commissions via hard-copy commission checks, in-house accounts, or Payquicker direct deposit.

10.2.2 Valid Tax Identification Number

Before commissions are paid, all 7k Associates will be required to provide required tax information for reporting purposes. Commissions in amounts less than twenty-five dollars (\$25.00) USD will be paid and held in an in-house account.

10.2.3 Tax Withholdings

Where required by law, 7k will deduct and remit any required tax withholdings from the 7k Associate's commission checks. If an Associate fails to provide a correct tax identification number associated with their legal name, or does not submit a required W-9 or similar form, 7k may suspend or cancel the 7k account, and/or withhold and offset against earnings any fines or costs associated with tax compliance.

10.3 ADJUSTMENTS FOR RETURN PRODUCTS AND CANCELED SERVICES

7k Associates receive commissions, bonuses or overrides based on the actual sales of 7k products and customer Memberships to end consumers. When a 7k Membership is canceled or a 7k product is returned to 7k for a refund, or is repurchased by the Company, any of the following may occur at the Company's discretion:

(a) the bonuses, commissions, or overrides attributable to the returned or repurchased 7k product(s) or canceled 7k Membership(s) will be deducted from payments to the 7k Associate and support team in the month in which the refund is given, and will continue every pay period thereafter until the commission is recovered;

(b) the 7k Associate or support team of 7k Associates who earned commissions, bonuses, or overrides based on the sale of the returned 7k product(s) or canceled 7k Membership(s) will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or

(c) the commissions, bonuses, or overrides attributable to the returned or repurchased 7k product(s) or canceled 7k Membership(s) may be deducted from any refunds or credits to the 7k Associate who received the commissions, bonuses, or overrides on the sales of the refunded 7k product(s) or canceled 7k Membership(s).

10.4 FORFEITURE OF RIGHTS TO COMMISSIONS AND BONUSES

As provided in SECTION 11, following non-renewal of a 7k Membership or termination or cancellation of the 7k Associate Agreement for inactivity, or voluntary or involuntary termination (each and collectively a "termination"), the former 7k Associate shall have no right, title, claim or interest to the 7k Marketing Organization, which was operated, or any commission or bonus from the sales generated by the organization.

10.5 RETURNED CHECKS

All checks returned by an Associate's bank for insufficient funds will be re-submitted for payment. A twenty-five dollars (\$25.00) USD returned check fee will be charged to the account of the 7k Associate. After receiving a returned check from an Associate, all future orders must be paid by credit card, money order, or cashier's check. Any outstanding balance owed to 7k by an Associate for NSF checks and returned check fees will be withheld from subsequent commission and bonus checks or charged to the method of payment on file.

10.6 THIRD PARTY CREDIT/DEBIT CARDS AND BANK ACCOUNTS

7k Associate shall not permit other 7k Associates, Members, or customers to use their credit/debit card or method of payment to enroll in or to make purchases from 7k. 7k Associates and Members must not use the credit card, debit card of a third party, or make debits to the checking or savings account of a third party, to enroll in or to make purchases from the Company.

10.7 SALES TAXES

(a) 7k may be required to charge sales taxes on all purchases made by 7k Associates, Members, or customers, and remit the taxes charged to the respective states. Accordingly, once 7k establishes an economic or tax nexus with a state, 7k will collect and remit sales taxes on behalf of 7k Associates residing in that state, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined.

(b) If an Associate has submitted, and 7k has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the 7k Associate (unless the state in question does not accept a Sales Tax Exemption Certificate and Sales Tax Registration License from a direct selling independent contractor). Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by 7k is not retroactive.

SECTION 11 INACTIVITY, RECLASSIFICATION, AND /or TERMINATION

11.1 EFFECT OF TERMINATION

(a) So long as an Associate remains active and complies with the terms of the 7k Associate Agreement and the 7k Policies and Procedures, and is otherwise eligible to receive commissions, 7k shall pay commissions to the 7k Associate in accordance with the 7k Share Plan. Violations of the 7k Associate Agreement or violation of 7k's Policies & Procedures may result in an Administrative hold or suspension being placed on an Associate's account, pending a compliance review, investigation, and determination. This "compliance hold" may result in the suspension of all commissions payments and pending transactions until resolution of the compliance review.

(b) Following any termination, a former 7k Associate shall have no right, title, claim or interest to the 7k Marketing Organization, which was operated, or any commission or bonus from the sales generated by the organization.

(c) Any 7k Associate whose 7k business is canceled will lose all rights as an Associate. This includes the right to market and promote 7k products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the 7k Associate's former Marketing Organization.

(d) In the event of termination, 7k Associates waive all rights they may have, including but not limited to property rights, to their former 7k sales team organization and to any commissions, bonuses or other remuneration derived from the sales and other activities of his former sales team organization.

(e) An terminated Associate will only be entitled to receive commissions and bonuses through the last full commission cycle they were active prior to termination. In the case of policy violation, 7k shall be entitled to deduct all fines, fees, or costs that 7k may reasonably incur to cover the cost of any legal or compliance investigation(s) preceding an involuntary termination.

(f) Following any termination, a former 7k Associate shall not hold themself out as a 7k Associate and shall not have the right to market or promote 7k products or services.

11.2 EFFECT OF TERMINATION ON OTHER MEMBER BENEFITS

(a) The termination of a 7k Associate account does not automatically cancel a 7k customer Membership or Autosaver. Cancellation or non-renewal of a 7k Membership will automatically cancel any Autosaver and immediately result in the cancellation of any other benefits provided in any 7k customer Membership.

(b) Specifically, a terminating 7k Associate who also cancels their 7k Membership will lose access to the following benefits:

- 7k Coin Drops[™];
- 7k Bullion at Member pricing;
- 7k AutoSaver[™] subscriptions;
- soundmoney[®] memberships;
- StacknSell[™] membership:
- 7k Advantage Rewards Program;
- 7k Getaways;
- 7k Health group pricing,
- 7k Buyer's Certification Training Center

11.3 ACCESS TO SOUNDMONEY VAULTED HOLDINGS ON TERMINATION

(a) Termination of a 7k Membership will result in the cancellation of a Member's SOUNDMONEY membership and included private vaulting. However, the cancellation of these other memberships does not mean that a former 7k Member loses access, but it may mean that they may be required to pay monthly access, software licensing, and vault storage fees. Vaulted Holdings will continue to be held securely in the private Vault and will be accessible for disbursement or liquidation according to the SOUNDMONEY User Agreement and the separate Private Vault Custody Agreement.

Applicable fees will apply.

(b) Cancelled Members may elect to pay the separate SOUNDMONEY access and Vault storage fees, or they may elect to liquidate or disburse their holdings and take physical posession.

(c) Any holdings held by 7k, SOUNDMONEY, or the private Vault will be subject to storage and dormancy fees according to the SOUNDMONEY User Agreement and the separate Private Vault Custody Agreement. If a former 7k Member or Associate does not respond to requests to take physical disbursement of vaulted assets and does not make arrangements to pay applicable vault storage fees, the vaulted holdings may be deemed abandoned and may be subject to public auction, sale, and/or escheating to the state of residence. Any unpaid costs or storage fees will be deducted from the proceeds of any public sale, per Idaho Law.

11.4 TERMINATION DUE TO INACTIVITY

11.4.1 Failure to Meet PV (Personal Volume) Quota

If an Associate fails to personally generate at least fifteen (15) PV (personal volume) / retail volume or a personal Membership enrollment for three (3) consecutive months, the 7k Associate Agreement shall be canceled for inactivity.

11.4.2 Business Inactivity Clause

If an Associate has not earned a commission for twelve (12) consecutive months and becomes inactive as stated above, their Associate privileges and benefits will be restored upon renewing their 7k customer Membership 7k is authorized to deduct the cost of any Membership renewal from pending or future commissions.

11.4.3 Failure to Pay Website/Technology Fees

If an Associate does not maintain an active 7k customer Membership and otherwise fails to pay the technology fees associated with the 7k Replicated Website and access to the 7k Back Office, the Associate will be deemed inactive and not eligible to earn commissions that month. If the 7k Replicated Website or technology fees are not paid for three (3) consecutive months, the 7k Associate's replicated site and other technology related tools will be canceled.

11.4.4 Reclassification Following Termination Due to Inactivity

If an Associate is canceled due to inactivity, the 7k Associate Agreement will be terminated, but their 7k Membership will continue until cancelled, and any active AutoSaver subsription will continue. A former 7k Associate who cancels their Autosaver subscription will continue to be able to purchase at Member pricing until their Membership cancels or is not renewed. Former 7k Members may still purchase 7k products directly from 7k at the published retail customer price.

11.5 INVOLUNTARY TERMINATION

(a) The violation of any of the terms of the 7k Agreement or these Policies, including any amendments that may be made by 7k in its sole discretion, may result in any of the Corrective Measures and Remedies provided in SECTION 12, including but not limited to informal warnings, written warnings, temporary holds, account suspension, fines, and involuntary termination. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the 7k Associate's last known address, email address, or fax number, or to his or her attorney, or when the 7k Associate receives actual notice of termination, whichever occurs first.

(b) 7k reserves the right to terminate any and/or all 7k Associate Agreements upon thirty (30) days written notice in the event that it elects to:

- (i) Cease business operations;
- (ii) Terminate the marketing or distribution of its products via direct selling; or
- (iii) Dissolve as a corporate entity.

11.6 VOLUNTARY TERMINATION

(a) A participant in the 7k Share Plan has the right(s) to cancel at any time, regardless of reason. Such voluntary termination must be submitted in writing to the Company at its principal business address of:

3640 S Yellowstone Hwy Idaho Falls, ID 83402

Or via email at support@7kmetals.com.

(b) The cancelation will take effect starting from the date it was received at the 7k Corporate Office. The written notice must include the 7k Associate's/Member's signature, printed name, address, and 7k Associate's/Member's I.D. Number. In addition to written termination, 7k Associates who have consented to Electronic Contracting will cancel their 7k Associate Agreement should they withdraw their consent to contract electronically. If an Associate with a 7k customer Membership is subscribed to the 7k AutoSaver, the 7k Associate's AutoSaver shall continue unless and until the 7k Associate also cancels their 7k Membership and or the AutoSaver.

11.7 NON-RENEWAL

A 7k Associate may voluntarily cancel his or her 7k Associate Agreement by failing to renew the 7k Agreement on its anniversary date, or if the Associate does not have any retail customers with an Autosaver subscription, by failing to pay the Annual customer Membership renewal fee.

11.8 EXCEPTIONS TO ACTIVITY REQUIREMENTS

In the event that a 7k Associate experiences a qualifying event, 7k may excuse or temporarily waive Activity Requirements as follows:

11.8.1 Maternity/Paternity

A 7k Associate that is an expecting parent shall be exempt from meeting their Personal and Group Volume requirements for a period of three (3) months prior to and four (4) months following the birth of a child, adoption of a child, or the assumption of guardianship. The 7k Associate should notify the 7k Compliance Department in writing at policy@7kmetals.com to request for conditional waiver under this subsection.

11.8.2 Hospitalization and Certain Medical Conditions

A 7k Associate may be considered for exemption from meeting their Personal and/or Group Volume requirements for a defined period of time, for limited extenuating or emergency circumstances. Including, but not limited to during or immediately after a hospitalization, extended hospital stay, critical medical condition that does not permit active participation or operations of a business, care for a terminally ill immediate family member, and other unforeseeable situations in life that require an extended period of attention. The 7k Associate should contact Member Support at support@7kmetals.com to obtain further information. Waivers must be requested within 30 days of the qualifying event. Consideration for exemption from meeting Personal and/or Group Volume is on a case-by-case basis, 7k reserves the right to accept or reject any exemption requests.

11.8.3 Military Deployment (applicable for US Associates Only)

Military personnel shall be exempt from meeting their Personal Volume and Group Volume requirements for the duration of the deployment and three (3) full calendar months thereafter. The 7k Associate should notify 7k's Member Support Department to request a Conditional Waiver Form.

11.9 RE-ACTIVATION OF CANCELLED ACCOUNTS

If an Associate or Member cancels their 7k Account or becomes inactive for any reason, they will be able to re-activate the account within six months of the date of cancellation. The Associate/Member will be required to renew the Membership for one year upon re-activation. Accounts that have been cancelled for more than six months are not eligible for re-activation. A reactivated account may not be transferred, sold, or assigned until it has been active and had qualifying personal volume for three (3) consecutive months.

SECTION 12 ERRORS, GRIEVANCES, AND POLICY VIOLATIONS

12.1 DUTY TO UPHOLD APPLICABLE LAW AND THE 7K POLICIES & PROCEDURES

7k Associates have a contractual duty to act in good faith and fair dealing, and to conduct themselves with integrity and in compliance with all applicable laws and the 7k policies. At 7k's sole and absolute discretion, grievances, and disputes among 7k Associates or Members, and violations of applicable law or these Policies and Procedures by 7k Associates or Members, shall be addressed as provided in this SECTION 12.

12.2 ERRORS, OMISSIONS, AND OBJECTIONS

(a) 7k Associates must notify 7k Member Support immediately by email or phone and <u>within</u> ten (10) business days of the date of any purported error, omission, incident, or objection to any 7k corporate action or omission, including but not limited to a policy change, compliance determination or action, or any other circumstance regarding commissions, bonuses, rank advancement, sales promotions or contests, sponsorship or placement of Members, genealogy lists, Activity Reports, orders, or charges.

(b) Failure to timely notify 7k Member Support constitutes of waiver and release of claims, and 7k will have no obligation, responsibility, liability, or duty to correct any errors, omissions, or problems not reported within ten (10) business days of the occurrence or when such occurrence could have reasonably been discovered. 7k shall have no obligation to address or resolve problems that are not reported within ten (10) days of occurrence.

12.3 INFORMAL RESOLUTION

For any grievance or complaint by a 7k Associate (the "Complaining Party") with or involving 7k or any other 7k Associate, Member, or vendor regarding any practice, act, omission relating the conduct of any 7k Associate's business activities, the Complaining Party should first report the problem to their Sponsor, who should exercise good faith and business judgment in reviewing and trying to resolve the matter informally and amicably with the other party's Support Team Sponsor.

12.4 MANDATORY REPORTING OF LEGAL OR POLICY VIOLATIONS

(a) 7k Associates are required to report any grievance or complaint concerning a legal or policy violation by any 7k Associate, Member, or by 7k or its officers, directors, managers, employees, consultants, or vendors, or requiring an interpretation of 7k policies, in writing to 7k's Compliance Department.

(b) The Compliance Department will review all allegations and any corroborating evidence, determine whether to open a Compliance investigation or seek additional evidence, and ultimately determine appropriate Corrective Measures and Remedies, as provided in Policy 12.6. When possible, the 7k Compliance Department strives to first resolve complaints and grievances amicably and with informal resolutions.

(c) When reporting a legal or compliance matter, a Complaining Party must make a written submission, including important details, such as dates, number of occurrences, other witnesses or people involved, and include or submit supporting or corroborating evidence (e.g., links, screenshots, emails/text messages, video/audio recordings, photographs, etc.). The Compliance Department may require signed or sworn written statements, declarations, or affidavits.

IMPORTANT: Allegations and evidence of legal violations or breaches of the 7k Associate Agreement and these policies, such as the use of predatory, deceptive, or unfair sales or marketing practices, false or misleading claims or advertising (especially online marketing), breach of 7k's conflicts of interest policies (e.g., non-solicitation/cross-marketing, co-marketing, non-disparagement, and confidentiality provisions), and the use of 7k's intellectual property (e.g., the 7k name, trademarks, corporate logos, Internet domain names, customer lists, or other proprietary or confidential information, <u>must be immediately referred directly to the 7k Compliance Department</u>.

12.5 7K COMPLIANCE DEPARTMENT CONTACT INFORMATION

Email: policy@7kmetals.com Phone: 208-314-2587 Mailing 7k Compliance 3640 S Yellowstone Hwy Idaho Falls, ID 83402

Address:

12.5.1 Compliance Confidentiality

Except where required by law or necessary for legal process, the identity of anyone reporting a violation or breach will be kept confidential to protect the best interests of 7k and the reporting 7k Associate/Member.

12.5.2 No Waiver.

Any delay or failure of 7k to enforce any of the 7k Policies and Procedures with one 7k Associate or Member does not waive the right of 7k to enforce any such provision against that same 7k Associate or Member or any other 7k Associate or Member.

12.5.3 Disclaimer of Liability

To the fullest extent permitted by law, 7k and its affiliates, officers, directors, employees and other 7k Associates disclaim and shall not be liable for, and the 7k Associate/Member hereby releases the foregoing from, and waives any and all claims for loss of profits, indirect, direct, incidental, special, consequential or exemplary damages and/or any other loss that may arise out of any claims whatsoever relating to 7k's performance, non-performance, act of omission with respect to the operation of the 7k Associate's business, including without limitation, the enrollment and acceptance of a 7k Associate into the 7k Share Plan, or the payment of commissions and bonuses, or any other matter between the 7k Associates and 7k whether in contract, tort or strict liability.

12.6 CORRECTIVE MEASURES AND REMEDIES

(a) To protect the integrity of 7k's business and the long-term interests of 7k Associates, 7k maintains a zero-tolerance approach to breach of the 7k Agreement or violation of the 7k Policies and Procedures. 7k Associates 7k reserves the right to terminate a 7k Associate for any violation of the law that is also a breach of the 7k Agreement.

(b) 7k may impose one or more of the following corrective measures for each breach of the 7k Agreement, violation of these Policies and Procedures, and any violation of criminal or common law duties, including breach of the duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Associate that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Associate's 7k business):

- (i) Offering an informal warning or guidance;
- (ii) Issuance of a formal written warning or admonition;
- (iii) Requiring the 7k Associate to take immediate corrective measures;
- (iv) Imposition of a fine, which may be withheld from commissions / bonus checks;
- (v) Loss of rights to one or more commission benefits;

(vi) 7k may withhold from an Associate all or part of the 7k Associate's commissions during the period that 7k is investigating any conduct allegedly violative of the 7k Agreement.

(vii) If an Associate's business is canceled for disciplinary reasons, the 7k Associate will not be entitled to recover any commissions withheld during the investigation period;

- (viii) Suspension of the individual's 7k Associate Agreement for one or more pay periods; (ix) Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of
- an Associate (which may subsequently be re-earned by the 7k Associate);

(x) Transfer or removal of some or all of an Associate's sales team from the offending 7k Associate's sales team organization.

(xi) Involuntary termination of the offender's 7k Associate Agreement;

(xii) Suspension and/or termination of the offending Associate's 7k website or website access;

(xiii) Any other measure expressly allowed within any provision of the 7k Agreement or which 7k deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the 7k Associate's policy violation or contractual breach; and

(xiv) In situations deemed appropriate by 7k, the Company may institute legal proceedings for monetary and/or equitable relief.

SECTION 13 DISPUTE RESOLUTION

For all disputes arising between 7k Associate(s)/Member(s) and 7k, including any 7k officer, director, manager, employee, agent, or vendor, the parties are bound by the following dispute resolution provisions:

13.1 INFORMAL RESOLUTION

Before taking or filing any other action, all grievances or complaints by any 7k Associate or Member with 7k, any 7k officer, director, manager, employee, agent, vendor, or any other 7k Member or Associate, regarding any matter arising out of or relating to 7k, must first be reported, in writing, to 7k Compliance by emailing policy@7kmetals.com, or by writing 7k Compliance at 3640 S Yellowstone Hwy, Idaho Falls, ID 83402.

13.2 MEDIATION

If informal resolution is not effective, prior to instituting an arbitration, the parties shall conference in

good faith and attempt to resolve any dispute arising from or relating to these terms and policies, through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within sixty (60) days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Unless required by the jurisdiction where the 7k Associate resides, Mediation shall be held in the United States and in the State of Idaho, or such dispute resolution venue as mutually agreed by the parties. For parties residing in the United States, and U.S. Territories, mediation shall be held in the city of Idaho Falls, Idaho. Such mediation shall last no more than two (2) business days.

13.3 INDIVIDUAL ARBITRATION MANDATORY; CLASS WAIVER

(a) If not otherwise resolved by mutual agreement, all disputes and claims relating to 7k, these terms, 7k's products, the rights and obligations of a 7k Member, Associate, or 7k, or any other claims or causes of action relating to the performance of either a 7k Member or 7k Associate under these terms, or any other program or agreement involving 7k, shall be settled totally and finally by binding arbitration in Idaho Falls, Idaho, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association.

THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY OR TO ANY COURT. ANY CLAIM OR COUNTERCLAIM FILED AGAINST 7K SHALL BE FILED ONLY ON AN INDIVIDUAL BASIS AND NOT WITH ANY OTHER PARTY OR AS PART OF A CLASS ACTION OR REPRESENTATIVE ACTION OR AS A PRIVATE ATTORNEY GENERAL.

(b) There shall be one arbitrator, who shall be an attorney or retired judge with expertise in business law transactions, with preference being an arbitrator knowledgeable in affiliate marketing or the direct selling industry. The Parties delegate to the arbitrator any dispute regarding the scope or enforceability of this arbitration agreement, including any claims that the agreement to arbitrate is unenforceable, unconscionable, void, or voidable.

(c) Any order made by the arbitrator pertaining to permissible discovery shall be made consistent with the intent of the Parties that arbitration be an efficient, speedy and cost-effective process by which the Parties will resolve their disputes. Unless otherwise limited by the Arbitrator, the scope of discovery is as follows:

(i) Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense <u>and</u> proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.

(ii) Information within this scope of discovery need not be admissible in evidence to be discoverable, if the discovery appears reasonably calculated to lead to the discovery of admissible evidence.

(iii) The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.

(iv) The arbitration shall occur within one hundred and eighty (180) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days; and

(v) The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

(d) Such arbitration shall be confidential; the Parties shall not make public any claims being asserted, any discovery or testimony in the arbitration proceeding, or the result, except to the extent necessary to compel compliance with this provision or to confirm or enforce the award in a court proceeding.

(e) The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction.

(f) Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If 7k is the plaintiff or petitioner in any arbitration proceeding and the defendant/responding 7k Associate does not assert any counterclaims, at the written request of the defendant/responding 7k Associate, 7k shall advance the arbitration fees for the defendant/responding 7k Associate.

(g) Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect its intellectual property rights, unauthorized disclosure of confidential or proprietary information, and/or to enforce its rights under the non-solicitation provision of the 7k Agreement.

(h) This agreement to arbitrate shall survive the cancellation or termination of the 7k Agreement.

13.4 ACTIONS PERMITTED

EXCEPT FOR ACTIONS FOR BREACH OF 7K'S PROPRIETARY RIGHTS, NO ACTION FOR ANY ACT OR OMISSION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. FAILURE TO BRING SUCH ACTION WITHIN ONE YEAR SHALL BAR ALL CLAIMS AGAINST 7K FOR SUCH ACT OR OMISSION. THE PARTIES WAIVE ALL CLAIMS THAT ANY OTHER STATUTES OF LIMITATIONS APPLIES.

13.5 FOR INTERNATIONAL MARKETS:

Any disputes, controversies, or claims arising out of or relating to the 7k Agreement, or the breach thereof, including any questions regarding its existence, validity or termination, if not resolved by mutual agreement or mediation, shall be referred to and finally resolved by arbitration in the country or jurisdiction in which the 7k Associate(s) operates or conducts his or her 7k business, in accordance with the Arbitration Rules of the country or jurisdiction for the time being in force, which rules are deemed to be incorporated by reference into this policy. The arbitration tribunal shall consist of one arbitrator to be appointed by the Chairman of the Country/Jurisdiction's Arbitration Center, and the language of the arbitration shall be English. To the extent permitted by law, the prevailing party in any proceeding (whether in arbitration or court proceedings or otherwise) shall be entitled to an award of legal fees and costs on an indemnity basis.

13.6 GOVERNING LAW, JURISDICTION, AND VENUE

13.6.1 For the United States and US territories:

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Bonneville County, State of Idaho. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Idaho shall govern all other matters relating to or arising from the 7k Agreement.

13.6.2 For international markets:

The 7k Agreement shall be governed by the laws of the country or jurisdiction in which 7k operates or conducts business.

13.7 CERTAIN RESIDENTS (APPLICABLE FOR US ASSOCIATES ONLY)

The following provision applies only to 7k Associates who are residents of:

13.7.1 Montana Residents

Further to Section 7.6 concerning the Return of Inventory and Sales Aids by Associates Upon Termination, Montana residents may cancel their 7k Associate Agreement within fifteen (15) days from the date of enrollment and may return any items purchased for a full refund within such time period.

13.7.2 Louisiana Residents

Further to the Section 13.3 on Arbitration, residents of the State of Louisiana shall be entitled to bring an action against 7k in their home forum and pursuant to Louisiana law.

13.8 PRIVACY POLICY

All 7k Associates must comply with all applicable local, state, national or international laws and regulations relating to privacy, data protection and security. 7k Associates must take appropriate steps to safeguard and protect all private information provided by current and prospective Members, Associates and Customers. 7k Associates recognize and acknowledge that such information must be held in strictest confidence shall never be shared without the prior expressed consent or permission of the individual. 7k Associates are responsible for the secure handling and storage of such private information.

13.9 NO ASSIGNMENT OR DELEGATION

7k Associates shall not, either in whole or in part, assign, delegate, or subrogate any rights, duties, or obligations under this Agreement to any third party, including any subcontractor, without the express prior written consent of 7k. If 7k approves the use of a subcontractor, 7k Associates shall make such subcontractor's performance subject to the terms and conditions of this Agreement.

13.10 FORCE MAJEURE

(a) For the purposes of these Policies and Procedures, the term "Force Majeure Event" shall mean any event, cause or occurrence or series of events, causes or occurrences beyond the control of 7k. Such events, cause or occurrence include; natural disaster, war, telecommunication outage, civil unrest, riot, strike, terrorist act, explosion, flood, fire, hostilities, chemical or biological contamination, epidemic or pandemic, international or political crisis, and any government decrees or orders or curtailment of a party's usual source of supply, etc.

(b) If 7k fails or delays in the performance of its obligations under the 7k Agreement due to a Force Majeure Event, to the best of our ability, 7k will notify the 7k Associate of such Force Majeure Event. Nonetheless, all parties shall still endeavor their best effort to continue to perform and fulfill their respective obligations.

(c) 7k shall not be liable to any person for any loss or damage resulting from any failure or delay in the performance of the 7k Agreement or any part thereof, or its ability to perform its obligations hereunder, if such failure or delay caused directly, in whole or in part, by any Force Majeure Event. Once the Force Majeure Event has ended, 7k will resume and perform all its obligations in accordance with the 7k Agreement.

(d) Should a Force Majeure Event continue for a period of sixty (60) days or longer after the aforesaid notice, 7k may terminate the 7k Agreement by giving at least a thirty (30) days' prior notice, provided that such termination notice shall become void if 7k is able to resume and continue to fully perform its obligations before the expiration of the mentioned thirty (30) days' termination notice.

13.11 INDEMNIFICATION

Without prejudice to any other rights available under the law or this Agreement, 7k Associates agree to indemnify and hold harmless 7k, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expenses including , but not limited to, court costs and attorney's fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the 7k Associate's:

(a) activities as a 7k Associate;

(b) breach of any terms or conditions of the 7k Associate Agreement, or the 7k Policies and Procedures; and/or

(c) violation of or failure to comply with any applicable local, state, national or international laws or regulations.

13.12 SURVIVING PROVISIONS

The termination of the 7k Agreement for whatever reasons, without prejudice to any other rights or remedies which 7k may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which by its terms, is intended to survive termination or expiration of the 7k Agreement shall so survive, including, without limitation, the arbitration, non-competition, non-solicitation, trade secrets, confidential information covenants contained in the 7k Policies, and all policies (except Section 13.10 concerning force majeure), and the definitions, which shall remain in full force and effect notwithstanding such termination.

SECTION 14 IMPORTANT LEGAL PROVISONS AND DEFINITIONS

14.1 INTERPRETATION

(a) Capitalized terms used in the 7k Policies and Procedures have the meanings set forth in Section 11: Definitions.

(b) Words importing the singular shall include the plural, *vice versa*, words importing the masculine gender shall include the feminine gender and *vice versa*

(c) The headings in the 7k Policies and Procedures are inserted for ease of reference and shall not affect the construction or interpretation of any provisions herein.

(d) In the 7k Policies and Procedures, **"7k"**, **"7k Metals"** or **"Company**" as it is used herein, along with other literature, is to be considered synonymous, and can be used interchangeably.

(e) References to "you" are references to a Member, an Associate or a Customer, as the context may require. The expression "person" means any individual, corporation, sole proprietorship, partnership, association, limited liability company, trust, governmental or quasi-governmental authority or body or other entity or organization.

(f) References to a statute or statutory provision include that statute or provision as from time to time modified, re-enacted or consolidated, whether before or after the date of the 7k Agreement, so far as such modification, re-enactment or consolidation applies or is capable of applying to any transaction entered into in accordance with the 7k Agreement and (so far as liability thereunder may exist or can arise) shall include also any past statute or statutory provision (as from time to time modified, re-enacted or consolidated) which such statute or provision has directly or indirectly replaced.

(g) References to "writing" or "written" include both transitory and non-transitory form of visible reproduction of words (including electronic mail).

(h) References to "termination" of the 7k Agreement include the expiration of the Agreement.

14.2 INCORPORATION OF TERMS AND AGREEMENT

(a) The 7k Associate Agreement, Customer/Membership Privileges & Conditions, the 7k Share Plan, the website Terms & Conditions, the 7k Privacy Policy, and any other agreements, policies, guidelines, rules, programs and offers with or from 7k which are made available through any official literature or media of 7k, in their present form and as may hereafter be amended or supplemented by 7k, are incorporated into, and form an integral part of, the 7k Independent Associate Application and Agreement ("7k Associate Agreement"). The 7k Associate Agreement constitutes the entire agreement between 7k and each 7k Associate, with respect to the subject matter thereof, and supersedes any and all prior communications, agreements, arrangements and understandings relating to the subject matter thereof.

(b) It is the responsibility of each 7k Associate to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of the 7k Policies and Procedures. Throughout these Policies, when the term "7k Agreement" is used, it collectively refers to the 7k Independent Associate Application and Agreement (including the Terms and Conditions), the 7k Policies and Procedures, the 7k Share Plan, 7k's Privacy Policy and the 7k Business Entity Addendum (if applicable).

(c) 7k Associates shall comply with all the terms and conditions set forth in the 7k Agreement, as well as comply with all applicable local, state, national or international laws, rules, regulations, codes and guidelines in the jurisdictions that 7k operates in. In the event of any inconsistency between the 7k Associate Application and the 7k Policies and Procedures, the latter shall prevail.

14.3 CHANGES TO THE AGREEMENT

(a) 7k reserves the right to amend the terms of the 7k Associate Agreement and its prices and offerings, in its sole and absolute discretion. By executing the 7k Associate Agreement, an Associate agrees to abide by all amendments or modifications that the Company elects to make.

(b) Amendments shall be effective after publication on the earlier of: (i) thirty (30) days after the publication in writing that the 7k Agreement has been modified, or (ii) the continuation of an Associate's 7k business, the acceptance of any benefits under the 7k Agreement, or an Associate's acceptance of commissions from 7k, or placing further orders with 7k, after publication, whichh constitutes acceptance of any and all such amendments.

(c) Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment but shall apply to conduct moving forward after the effective date of the amendment.

(d) EACH 7K ASSOCIATE MUST AGREE TO ABIDE BY ANY AND ALL SUCH AMENDMENTS, AND THE ONLY REMEDY FOR NOT ACCEPTING ANY SUCH AMENDMENTS IS TO IMMEDIATELY TERMINATE THE 7K AGREEMENT.

14.4 POLICIES AND PROVISIONS SEVERABLE

(a) If under any applicable and binding laws or rules of any applicable jurisdiction, any provision of the 7k Agreement (or part thereof), in its current form or as may be amended, is found to

be invalid or unenforceable for any reason, only the invalid portion(s) of the provision will be deemed ineffective only to the extent of such invalidity, or unenforceability. This shall not invalidate or render unenforceable the remainder of that provision or any other provisions of the 7k Agreement.

(b) Only the invalid portion(s) of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect. 7k reserves the right to modify the invalid or unenforceable provision(s) or portion(s) thereof to the extent required to be valid and enforceable. All 7k Associate shall be bound by any such modification(s).

14.5 WAIVER

The Company never gives up its right to insist on compliance with the 7k Agreement, policies and procedures, and with the applicable laws governing the conduct of a 7k business in the jurisdiction that 7k operates in. No failure of 7k to exercise any right or power under the 7k Agreement or to insist upon strict compliance by an Associate with any obligation or provision of the 7k Agreement, and no custom or practice of the parties at variance with the terms of the 7k Agreement, shall constitute a waiver of the Company's right to demand exact compliance with the 7k Agreement. The existence of any claim or cause of action of an Associate against 7k shall not constitute a defense to the Company's enforcement of any term or provision of the 7k Agreement.

14.6 COMPANY USE OF INFORMATION AND LIKENESS

By submitting a 7k Independent Associate Application and Agreement that is accepted by 7k, the 7k Associate consents to allow 7k, its affiliates, and any related company to:

(a) Process and utilize the information submitted in the 7k Independent Associate Application and Agreement (as amended from time to time) for business purposes related to the 7k Share Plan;

(b) Disclose, now or in the future, Associate information to companies which 7k may, from time to time, deal with to deliver information to the 7k Associate to improve its marketing, operational, compliance, and promotional efforts. 7k Associate has the right to access a Member's personal information via his or her respective 7k Back Office, and to submit updates thereto. 7k Associates further release 7k from any liability or obligation that may arise as a result of sharing the Associate information; and

(c) Use, record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, a 7k Associate's name, photograph, likeness, voice testimony, biographical information, image, and other information related to an Associate's 7k business (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcast, audio and video medias, on the internet, or in any other media within an unrestricted geographical area, for unlimited exposures, without compensation, in perpetuity or any other consideration. There shall be no time limit on the validity of this understanding and subsequent release, nor will there be geographic limitation on where these contents or materials may be distributed. 7k Associates waive the right to inspect or approve the finished product wherein his or her likeness may appear. 7k Associates further releases 7k from any liability or obligation that may arise as a result of the use of his or her likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander).

14.7 DEFINITIONS

Active Member — A Member who purchases 7k products or services during a particular month, and whose account has been paid for the ensuing year.

Active Associate — An Associate who has received a commission during the preceding six months.

Active Rank — The current rank of active Associate, as determined by the 7k Share Plan, for a particular pay period. To be considered "active" relative to a particular rank, an Associate must meet the criteria set forth in the 7k Share Plan for his respective rank. (See the definition of "Rank" below.)

Affiliated Party — A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

Agreement — The contract between the Company and each 7k Associate includes the 7k Independent Associate Application and Agreement Terms and Conditions, the 7k Policies and Procedures, the 7k Share Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by 7k in its sole and absolute discretion.

Business Day —US nationally accepted work week of Monday through Friday 8:00am to 5:00pm with US holiday and recognition days being exempt.

In the US: A day other than a Saturday, a Sunday or a day that is a holiday under the federal law of the

United States of America.

Other International: A non-working day, or a national gazette rest day or public holiday.

Cancel — The termination of an Associate's business. Termination may be either voluntary, involuntary, through non-renewal or inactivity.

Enroll (Enrolling) — The act of introducing a prospective customer to 7k and if interested assisting them to purchase a 7k customer Membership

Enroller — The person who personally enrolls a prospective customer or Member.

Group Volume — The commissionable value of services and products purchased by 7k Members and Associates in the sales team of a particular Associate.

Immediate Household — Spouses, heads-of-household, significant other and dependent family Members residing in the same residence.

Level — The layers of 7k Members and Associates in a sales team. The relationship of an Associate relative to a particular support team 7k Associate, determined by the number of Associates between them who are related by sponsorship. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A's fourth level.

Market Gain — When a sales order or sale is canceled by 7k, and the the fair market value of the product(s) on the date of the canceled sales order or sale is greater than the original sales price of the product(s) as it appears on the canceled sales order. When a purchase order or purchaseand is canceled by 7k, market gain occurs when the fair market value of the product(s) on the date of the canceled purchase order or purchase is less than the original purchase price of the product(s) as it appears on the canceled purchase order.

Market Loss — When a sales order or sale, is canceled by 7k, and when the fair market value of the product(s) on the date of the canceled sales order or sale is less than the original sales price of the product(s) as it appears on the canceled sales order. When a purchase order or purchase is canceled by 7k and when the fair market value of the product(s) on the date of the canceled purchase order or purchase is greater than the original purchase price of the product(s) as it appears on the canceled purchase price of the product(s) as it appears on the canceled purchase order or purchase order.

Official 7k Materials — Literature, audio or video media, websites, and other materials developed, printed, published and/or distributed by 7k to its employees, Members or Associates.

Other Country — refers to a country or countries outside the United States and US Territories where 7k is officially open for business.

Other Rules — When a 7k Associate conducts 7k business in the Other Country, he or she shall comply with and abide by all applicable local laws, rules, regulations, codes, and guidelines, applicable to 7k Associates of such Other Country ("Other Rules"). The Other Rules shall apply to such 7k Associate as if he is a 7k Associate of that Other Country.

Personal Production — When 7k products or services are moved to an end consumer for actual use.

Personal Volume — The commissionable value of products purchased by: (1) an Associate; and (2) the Associate's personally-enrolled Members.

Rank — The title that an Associate holds pursuant to the 7k Share Plan. "Title Rank" refers to the highest rank an Associate has achieved in the 7k Share Plan at any time. "Paid As Rank" refers to the rank at which an Associate is qualified to earn commissions and bonuses during the current pay cycle.

Reclassification – NEEDS DEFINITION

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 7k Associate or Member to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Replicated Website — A website provided by 7k to 7k Associates which utilizes website templates developed by 7k. 6) Replicated Website Fees are not refundable except as required by applicable local, state, national or international laws

Resalable — Products and Sales aids shall be deemed "Resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to 7k within one (1) year from the date of purchase unless the item is sold out or discontinued; 5) Discontinued, promotional or seasonal items are not Resalable.

Retail Sales - Sales to a Member.

Sales team — Your sales team (or sales team organization) is the 7k Associates you personally enroll or sponsor (your first level Associates), the 7k Associates that first level Associates enroll or sponsor, as well as the 7k Associates that are subsequently enrolled or sponsored below them.

Sales team Leg — Each one of the individuals personally enrolled immediately below the 7k Associate/Member and their respective Marketing Organization(s) represents one "leg" in your Marketing Organization.

Social Media - Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but may or may not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, Rumble, Telegram, DLive, Instagram, LinkedIn, Delicious, and YouTube.

Sponsor — the act of assisting a personally enrolled 7k customer or Member to execute a 7k Independent Associate Application and Agreement and become a 7k Associate. Also, the Associate under whom an Enroller places a new Associate or Member, or who is listed as the "Sponsor" on the 7k Associate or Member Application and Agreement.

Support team — This term refers to the 7k Associate/Member or Associates above a particular 7k Associate in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular 7k Associate to the Company.