

TETHERBYTE, LLC TERMS OF USE ("Agreement")

June 17, 2022

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RETURNS AND CANCELLATIONS

TetherByte, LLC offers a thirty-day, money back refund period on the initial fees, excluding fees associated with cell phone service plans. All subsequent subscription fees are nonrefundable as the benefits of the service are realized immediately upon payment. All cell phone plans offered by the Company are pre-paid plans and are billed on a monthly basis. Cancellations are effect the subsequent month following a valid cancellation request. No refund will be issued for a cancellation request for the month the request is applied for.

1.TetherByte, LLC Mobile Service. The Company has agreed to provide fast, high quality phone service through reputable national mobile service providers. Most cell phone service plans offered through the Company require the user to be a business or business owner. These cell phone business plans are offered through the Company's business entity, TetherByte, LLC. The Company contracts for business mobile service through national 5G and 4G LTE Carriers and allows businesses to receive high quality 5G and 4G LTE Service. Depending on the Service Plan you select, TetherByte, LLC provides unlimited talk and text and in most plans there are specific data usage amounts provided. These services are available in the United States (including Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. The service may be offered at differing prices under different service plans, depending on the data speed you desire and other factors, and some plans may not include data. Data speeds will reduce when the amount of data used exceeds the amount designated in your service plan. Coverage and quality of service may vary and change without notice depending on a variety of factors including network capacity, terrain and weather. Outages and interruptions in service may occur and speed of service varies. You agree that the Company is not liable for problems relating to service availability or quality.

2.Monthly fees and Payment. TetherByte, LLC provides the mobile service for a flat fee on a monthly pay-in-advance basis under various service plans. Service begins when you subscribe and pay any initial fees and monthly installments. Certain TetherByte, LLC plans may include a Free Trial and the subscriber will still be responsible for any activation fees. All subscribers are responsible for all fees and taxes as determined solely by the Company. If you fail to make your monthly payment when due, your service will be suspended and a restoration fee of \$25.00 will be charged to your account and you agree to this \$25.00, as determined by the Company, will be charged by the Company to restore service. If your service is not un-suspended within 7 days (or at the Company's sole discretion as the Company determines on a case by case basis, the Company may cancel or terminate your service. Once service is terminated, and you would like to return to being a customer of TetherByte, and you want to obtain your original phone number that was canceled, TetherByte will attempt to get your number back, but there is a \$100.00 charge that you agree to pay TetherByte if TetherByte is successful in getting your original phone number back. The Company allows its cellular subscribers, under specific service plans, to

earn Free service when the subscriber has a minimum of six (7) active paying referrals who are receiving service. When Free Service is awarded it includes taxes and fees.

3. Cancellations, Refunds, and Free Trials. The Company may offer special promotions with differing conditions and limitations. Any materially different terms from those described in the Terms of Use will be disclosed at sign-up/enrollment or through other communications made available to you. If your subscription/enrollment begins with a Free Trial, the Free Trial period lasts for one month, or as otherwise specified at sign-up/enrollment. Free Trials may not be combined with any other offers unless the Company indicates otherwise at sign-up. You understand that you are restricted to a one-time use of a Free Trial. Any subsequent use of a Free Trial may result in the immediate termination of any associated subscription/enrollment without notice. If you improperly obtain a Free Trial, we reserve the right in our sole discretion to charge any payment method you may have provided us for the subscription/enrollment that was obtained improperly. The Company reserves the right, in its absolute discretion, to determine your Free Trial eligibility. At the end of your Free Trial, the Company will begin billing your Payment Method for subscription/enrollment fees according to the billing method you selected at sign-up/enrollment. If you cancel prior to the end of the Free Trial period, your Payment Method will not be charged and you will no longer have access to the subscription or mobile plan. You will not receive a notice from us that your Free Trial has ended or that the paying portion of your subscription/enrollment has begun.

You may cancel your Free Trial or mobile plan at any time. If you cancel your cell service within the Free Trial Period you can do so without charge, but there will be no refund for activation fees incurred at sign-up or enrollment. If you cancel a subscription/mobile plan during a paying period, your cancellation will become effective at the billing date for the next subsequent month. **THERE ARE NO REFUNDS FOR PRO-RATA CANCELLATIONS DURING A PAYMENT MONTH AS ALL PLANS ARE FLAT-FEE PAY-IN-ADVANCE PLANS.** All cancellations must be made in writing and sent to support@tetherbyte.com and must include the reason for cancellation.

If you received a phone upon signing up or afterwards, you agreeing to a two year (24 months) payment contract. The makes, models, availability of phones can and will change without notice. The Company reserves the right to discontinue or change the offering of phones, types of service plans, without notice, and you accept these terms.

Early Termination Fees

Early Termination Fees on Equipment (phones and related contracted products)

If you quit or discontinue service with TetherByte, there are early termination fees within the first 24 months or if you are already a customer of TetherByte and have received a new phone from TetherByte or any of its affiliates, you **MUST** and are **REQUIRED** to pay the remaining balance on the phone itself. TetherByte finances the phones you receive typically over a 24 month period, and the Company is required to pay the sales tax on the MSRP (Manufacturer

Suggested Retail Price) for the state in which the phone was originally shipped to at the beginning of the contract. As an example, if the phone cost \$275.00 and there was \$25.00 in sales tax, the phone will be amortized without interest for 24 months equaling $\$300.00/24 = \12.50 . For each month that is left in the contract, you will owe \$12.50 a month. If quit with 12 months remaining in the contract, you will immediately owe TetherByte \$150.00. You are authorizing the Company to charge your credit card for remaining balance owing on your physical phone. If TetherByte is unsuccessful in collecting the remaining balance, you agree to pay all collection fees associated with collecting the remaining balance including attorney fees.

Early Termination Fees and Increases on Your Monthly Cell Phone Service Contract

You are agreeing to a 24 month cell phone service contract. You agree to pay the monthly amount at the time of signing/accepting this contract/service. TetherByte contracts with National and International carriers to provide cell phone and data service, and TetherByte provides these services to you as member/customer. You also agree that TetherByte as the right to raise the price you pay on your monthly contract if TetherByte's costs increase.

If you quit or leave TetherByte before your two year commitment/contract is completed, you will owe an Early Termination Fee (ETF) on the cell phone service agreement (this agreement) based upon how months are remaining on your contract. There is a \$240.00 ETF, and this amount decreases by \$10.00 each month. If there is six months remaining on your contract, you will owe \$60.00. You are authorizing the Company to charge your credit card for remaining balance owing on your cell phone service plan. If TetherByte is unsuccessful in collecting the remaining balance, you agree to pay all collection fees associated with collecting the remaining balance including attorney fees.

4.Charge Disputes. Unless otherwise provided by law, you agree to notify us of any dispute regarding amounts owed to us within 60 days after the date you first incur the disputed amount. If you do not notify us of your dispute in writing within this time period, you may not pursue a claim in arbitration or in court. If you accept a credit, refund or other compensation or benefit to resolve disputed amount, you agree that the issue is fully and finally resolved.

5.Your Phone Number. Except for any legal right you may have to port or transfer your number, you will acquire no ownership right in any number assigned to you. If you request a cancellation under a mobile service plan from the Company and the phone number assigned to that plan was obtained through the Company, that number will be unavailable following cancellation. The wireless telecommunications networks used to provide the service are owned and operated by other licensed entities, not TetherByte, LLC.

6.Data Usage. The TetherByte, LLC network is managed to facilitate the proper functioning of the Network as a whole and to provide a good experience to the majority of our customers. Services that require consistent high speeds, such as video calling, may, particularly at times and in areas of network congestion, result in reduced speeds or other services. Additionally, we may implement network management practices to provide better quality service at reduced prices.

7. Notices and Communication. You expressly consent to be contacted by TetherByte, LLC or any TetherByte, LLC Brand Partner for any and all purposes, at any telephone number, email address, or physical address you provide to us or that we provide to you. You agree that TetherByte, LLC may contact you in any way, including recorded or artificial voice or text messages delivered by any automatic telephone dialing system, or email messages delivered by an automatic emailing system. Notices from us to you are considered delivered when we send them to your device or by email or fax to any email address you provided to us, or 3 days after mailing to your billing address. You agree that all electronic communications via email satisfy any writing requirements under the law.

8. Company Rights to Limit or End Service. We may limit, suspend, or terminate your service on these Terms and Conditions without notice for any reason, including without limitation, if you, or any user on your account: (a) breaches the T&Cs; (b) provides inaccurate information or information we can't verify; (c) transfers service to another person without our consent; (d) becomes insolvent, goes bankrupt, or threatens bankruptcy (except as prohibited by law); causes TetherByte, LLC to breach an agreement with any wireless carrier or to incur and material added expense; or (e) uses your service in a manner that is excessive, unusually burdensome, or unprofitable to us. We may impose usage or other limits to your service, suspend your service, or block certain types of calls, messages or sessions (such as access to an international long-distance provider, in our sole discretion and without notice. If we limit, suspend or terminate your service and later reinstate your service, you may be charged a fee. If your service or account is limited, suspended or terminated and then reinstated, you will be charged a reactivation fee upon reenrolment.

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International Calling - TetherByte puts blocks on each line so that the user can only call within the United States, Puerto Rico and the U.S. Virgin Islands. We follow procedures within the AT&T software operating system to keep blocks on so the user of a TetherByte provisioned line

cannot call into other countries. From time to time AT&T's software fails to block international calls and roaming, if this happens and you as the user are successful in placing such calls, you are responsible for paying for all international calls and roaming charges. You as the user maybe on a prepaid calling plan, but this does NOT relieve you of the responsibility of knowing such calls are made outside your service plan with TetherByte, and you are solely responsible for paying for any additional charges. TetherByte reserves the right to charge the credit card on file and you agree to have us charge your credit card for any additional charges outside of what is allowed under the plan that you have chosen. Furthermore, you agree that you will not charge back on the any charges that placed on your card from international calling and roaming charges. If TetherByte is unsuccessful in charging your credit card for such additional charges, you agree that you will pay by other means any charges when presented with the charge that is outside your chosen plan within five days of being presented any overcharges that did not process through the credit card on file.

411 Charges - TetherByte cannot block 411 calls. At the time of writing these terms and conditions, AT&T charges TetherByte \$1.99 per call. You acknowledge by the acceptance of these Terms and Conditions that such 411 charges are outside any plan that TetherByte offers. You furthermore authorize TetherByte or its representative to charge the credit card that you have on file. Furthermore, you agree that you will not charge back on the any charges that placed on your card from making 411 charges. If TetherByte is unsuccessful in charging your credit card for such additional charges, you agree that you will pay by other means any charges when presented with the charge that is outside your chosen plan within five days of being presented any overcharges that did not process through the credit card on file.

MISCELLANEOUS

This Agreement incorporates by reference the Site Submission Rules if this site allows posting and posts such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of the Company. If any provision of this Agreement is prohibited by law are held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

- This site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.
- These Policies and Procedures are only for PBMs (Professional Business Members).
- They are not for regular or ordinary Business Customers.

TetherByte, LLC

Aka (TetherByte, LLC & TetherByte Wireless)

STATEMENT OF POLICIES AND PROCEDURES

Effective June 17, 2022 and remain enforce until removed or changed

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SECTION 1 – INTRODUCTION

1.1 - Code of Ethics

TetherByte, LLC (hereafter "TetherByte" or "the Company") is a values-based company that prides itself on the quality and character of its Professional Business Members (PBM). The following guidelines help ensure a uniform standard of excellence throughout our organization. Every TetherByte PBM (Professional Business Member) is expected to practice the following ethical behavior when acting in the name of the company:

- I will be respectful of every person I meet while doing TetherByte related business.
- At all times I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.
- I will not engage in activities that would bring disrepute to TetherByte, any TetherByte corporate officer or employee, myself, or other Professional Business Members.
- I will not make discouraging or disparaging claims toward other TetherByte PBMs. I will ensure that in all TetherByte business dealings I will refrain from engaging in negative language. I will refrain from making any type of slanderous statements.
- I will provide support and encouragement to my Business Customers and retail customers to ensure that their experience with TetherByte is a successful one. I understand that it is important to provide follow-up service and support to my sales organization.
- I will correctly represent all the bonus/compensation plans available through TetherByte and the income potential represented therein.

- I understand I may not use my own income as an indication of others' potential success, or use compensation checks as marketing materials. I further understand that I may only disclose my TetherByte income to recruit a potential Professional Business Member after I have given a copy of the Income Disclosure Statement to the potential PBM(s).
- I will abide by all of TetherByte's Policies & Procedures and Terms and Conditions now and as they may be amended in the future.

1.2 - Policies Incorporated Into Professional Business Member Agreement

These Policies and Procedures ("Policies"), in their present form and as amended at the sole discretion of TetherByte, are incorporated into, and form an integral part of the TetherByte Professional Business Member Agreement (hereafter "PBM Agreement"). Throughout these Policies, when the term "Agreement" is used, it collectively refers to the TetherByte Professional Business Member Agreement, these Policies, and the TetherByte Compensation Plan. These documents are incorporated by reference into the PBM Agreement (all in their current form and as amended by TetherByte). It is the responsibility of each Professional Business Member to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When referring a new PBM, it is the responsibility of the sponsoring Professional Business Member to provide the most current version of these Policies to the applicant prior to his or her execution of the Professio

TetherByte Professional Business Members are required to comply with all of the Terms and Conditions set forth in the Agreement which TetherByte may amend at its sole discretion from time to time, as well as all federal and state laws governing their TetherByte business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in these Policies carefully. They explain and govern the relationship between you, as a PBM, and the Company.

1.4 - Changes to the PBM Agreement, Policies and Procedures, or Compensation Plan

Because federal, state, and local laws, as well as the business environment, periodically change, TetherByte reserves the right to amend the Agreement and the prices in its TetherByte Product Price List at its sole and absolute discretion. Notification of amendments shall appear in Official TetherByte Materials. Amendments shall be effective upon publication in Official TetherByte Materials, including but not limited to, posting on TetherByte's website, e-mail distribution, publication in TetherByte's newsletter, product inserts, or any other commercially reasonable method. The continuation of a Professional Business Member's TetherByte business or a PBM's acceptance of bonuses or commissions constitutes acceptance of any and all amendments. This provision does NOT apply to the arbitration clause found in Section 10, which can only be modified via mutual consent.

1.5 - Delays

TetherByte shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its

reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, pandemic, flood and death, curtailment of a party's source of supply, or government decrees or orders.

1.6 – Policies and Provisions Severable

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

1.7 – Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of TetherByte to exercise any right or power under the Agreement or to insist upon strict compliance by a Professional Business Member with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of TetherByte's right to demand exact compliance with the Agreement. Waiver by TetherByte can be effectuated only in writing by an authorized officer of the Company.

SECTION 2 – BECOMING A PROFESSIONAL BUSINESS MEMBER

2.1 - Requirements to Become a Professional Business Member

To become a TetherByte PBM, each applicant must:

- Be of the age of majority in his or her state of residence;
- Reside in the United States or other countries which have been officially opened by TetherByte;
- Have a valid Social Security Number or Federal Tax Identification Number; Submit a properly completed and signed PBM Agreement to TetherByte via electronically
- Be current on all administrative fees.

2.2 - Inventory Requirement

No person is required to purchase the TetherByte platform, equipment or cell phone service plans to become a Professional Business Member or to participate in the compensation plan. If you do not want or can't pay the fee, you contact TetherByte's Customer Service department asking them to provide this service for you.

2.3 - New Professional Business Member Registration

An online or original hard copy of the PBM Agreement must be received by the Company within thirty (30) days from the date of the telephone enrollment. If no application is received, the new

enrollee's PBM Agreement will be cancelled. For purposes of the Agreement, signatures on applications submitted through these electronic methods shall be deemed original signatures.

2.4 – Professional Business Member Benefits

Once a Professional Business Member Agreement has been accepted by TetherByte, the benefits of the Compensation Plan and the PBM Agreement are available to the new PBM. These benefits include the right but not limited to:

- Purchase TetherByte equipment and cell phone service plans;
- Sell TetherByte equipment and cell phone service plans;
- Participate in the TetherByte Compensation Plan (receive bonuses and commissions, if eligible);
- Refer other businesses and individuals or PBMs into the TetherByte business and thereby build an organization and progress through the TetherByte Compensation Plan;
- Receive periodic TetherByte literature and other TetherByte communications;
- Participate in TetherByte-sponsored support service training, motivational and recognition functions; and
- Participate in promotional and incentive contests and programs sponsored by TetherByte for its Professional Business Members.

2.5 - Term and Renewal of a TetherByte Business

The term of the PBM Agreement is one year from the date of its acceptance by TetherByte (subject to reclassification for inactivity after six months). Every Professional Business Member Agreement must be renewed each year.

SECTION 3 – INCOME DISCLOSURE POLICY

In an effort to conduct best business practices, TetherByte has developed the Income Disclosure Statement ("IDS"). The TetherByte IDS is designed to convey truthful, timely, and comprehensive information regarding the income that TetherByte Professional Business Members earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective PBMs.

A copy of the IDS must be presented to a prospective PBM (someone who is not a party to a current TetherByte PBM Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of "statements of non-average earnings" include, "Our number one PBM earned over a million dollars last year" or "Our average ranking PBM makes five thousand per month." An example of a "statement of earnings ranges" is "The monthly income for our higher ranking PBMs is ten thousand dollars on the low end to thirty thousand dollars a month on the

high end." Copies of the IDS may be printed or downloaded without charge from the company website at www.TetherByte, LLC.com/IDS.

SECTION 4 – ADVERTISING

4.1 - Zero Tolerance toward Slamming

A "slam" is defined as any practice that changes a business customer's telecommunications service without the customer's knowledge or consent.

The Federal Communications Commission (FCC), Federal Trade Commission (FTC), State Attorneys General and other governing regulatory agencies have rules that strictly prohibit slamming. Slamming rules are enforced through a variety of methods, including fines and revocation of the offending company's authority to provide service.

TetherByte HAS ADOPTED A ZERO TOLERANCE POLICY TOWARD SLAMMING. A PBM is encouraged to act quickly and respond within the required timeframe to any request TetherByte may make and this situation should be their number one priority until it is resolved. If a TetherByte PBM receives a letter notifying them that a slam investigation is currently underway for one of their customers, TetherByte will give details of the customer allegation, and which service is being disputed, plus guidance where to address questions or concerns. It is essential that the representative and the business customer review where the misunderstanding was and detail all information within the "Investigation Report," included in the investigation letter. If the customer agrees to the information included in the investigation report, the customer's signature must be notarized. TetherByte will then respond with a decision regarding the investigation, which decision shall be final.

If any TetherByte PBM has been engaged in the slamming of a business customer, the following penalties will be assessed:

- The PBM's position will be permanently terminated and all commissions and payouts of any kind will be permanently forfeited;
- If the "slammed" account was used for qualifications for bonuses, then such bonus will be reversed. This reversal will also apply to any corresponding payouts as well;
- Any PBM engaged in slamming will be required to reimburse TetherByte for any fines and/or charges assessed against it. In addition, an administrative fee in accordance with expenses incurred by TetherByte will be charged to the PBM.

Professional Business Members can avoid slamming by utilizing the following procedures:

- Verify information against each new customer's actual bill for each Letter of Authorization (LOA). This will help confirm that the customer's information on the LOA matches the information on the customer's telephone bill;

- Verify that the person signing the LOA is the person with authority to act on behalf of the Company or the person whose name appears on the telephone bill. It is essential that the person signing the LOA have the authority to change telecommunication providers;
- It is unacceptable to sign someone else's name on any document. PBMs are strictly prohibited from signing an LOA for a customer even if the customer has provided his/her verbal consent. To avoid instances of slamming, TetherByte will randomly examine LOA data before it is entered into the database. Any form that contains invalid information or contains an apparently forged signature will not be processed.

4.2 - Offerings and Terms of Service

TetherByte and its carrier/supplier/service provider(s) have the sole right to accept or reject orders for equipment and cell phone service plans and to establish the terms and conditions of their offering. TetherByte and its carrier/supplier/service provider(s) may also discontinue offering or selling any product or service, without liability or obligation to TetherByte, its PBMs or its customers.

4.3 - Co-Mingling of Funds

PBMs must make their application fees payable to TetherByte only. No PBM shall accept funds for applications and co-mingle them with personal or association accounts. TetherByte may terminate any PBM discovered co-mingling funds or operating a bank account in the name of TetherByte or any other similar name.

4.4 - Adherence to the TetherByte Compensation Plan

Professional Business Members must adhere to the terms of the TetherByte Compensation Plan as set forth in Official TetherByte Materials. PBMs shall not offer the TetherByte opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official TetherByte Materials. PBMs shall not require or encourage other current or prospective customers or PBMs to participate in TetherByte in any manner that varies from the program as set forth in Official TetherByte Materials. PBMs shall not require or encourage other current or prospective customers or PBMs to execute any agreement or contract other than official TetherByte agreements and contracts in order to become a TetherByte Professional Business Member. Similarly, PBMs shall not require or encourage other current or prospective customers or PBMs to make any purchase from, or payment to, any individual or other entity to participate in the TetherByte Compensation Plan other than those purchases or payments identified as recommended or required in Official TetherByte Materials.

4.5 - Use of Sales Aids

To promote both the products and the opportunity TetherByte offers, PBMs must use the sales aids and support materials produced by TetherByte. If TetherByte PBMs develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding PBMs' good intentions, they may unintentionally violate any number of statutes or regulations affecting a TetherByte business. These violations, although they may be relatively few in numbers, could

jeopardize the TetherByte opportunity for all PBMs. Accordingly, PBMs must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the PBM receives specific written approval to use the material, the request shall be deemed denied. All PBMs shall safeguard and promote the good reputation of TetherByte and its products. The marketing and promotion of TetherByte, the TetherByte opportunity, the Compensation Plan, and TetherByte equipment and cell phone service plans shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

4.6 - Intellectual Property

TetherByte will not allow the use of its trade names, trademarks, designs, or symbols outside of corporate produced and approved sales aids by any person, including TetherByte PBMs, without prior written authorization from TetherByte. Furthermore, no PBM may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another PBM without prior written consent from the named PBM. This consent must be on file with TetherByte's Compliance Department prior to any use.

4.7 - Distribution Policy

If a Professional Business Member desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company's replicated website program only. This program permits PBMs to advertise on the Internet and to choose from among a variety of home page designs that can be personalized with the PBM's message and the PBM's contact information. These websites seamlessly link directly to the official TetherByte website giving the PBM a professional and Company-approved presence on the Internet. Unless authorized by TetherByte, no PBM may independently design a website that uses the names, logos, or product descriptions of TetherByte or otherwise promotes (directly or indirectly) TetherByte products or the TetherByte opportunity. Nor may a PBM use "blind" ads on the Internet that make product or income claims which are ultimately associated with TetherByte products, the TetherByte opportunity, or the TetherByte Marketing and Compensation Plan. The use of any other Internet website or web page including without limitation auction sites such as eBay to in any way promote the sale of TetherByte products, the TetherByte opportunity, or the Marketing and Compensation Plan is a breach of the Agreement and may result in any of the disciplinary sanctions set forth in these policies.

4.8 - Blogs, Social Networks, Online Auctions, and Other Online Forums

Professional Business Members may post text and videos on Blogs, Social Networks, and Video Websites so long as he or she complies with these Policies and adheres to the following basic principles:

- All text postings must include the PBM's name and ID number.
- All video content must include a clear image of the PBM's name and ID number in the description section of the video.

- All reference to the product should be made by referring the viewer to the Company's website. Testimonials are only permitted if they're consistent with the content prepared by the company. PBMs that provide testimonials regarding the effectiveness of the compensation plan must provide an Income Disclosure document to all prospects.

4.9 - Domain Names and Email Addresses

PBMs may not use or attempt to register or sell any of TetherByte's trade names, trademarks, service names, service marks, product names, or any derivative thereof, for any internet domain name or email address.

4.10 - Sales Mediums

TetherByte equipment and cell phone service plans may not be sold or promoted through catalogues or other mass sales mediums, such as infomercials, television, radio, or other related sales mediums.

4.11 - Generic Business Advertisements

If you advertise via newspaper or other advertising venues, the following rules apply:

- No advertisement may imply that a job, position, salary, or any type of employment is allowed.
- No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The TetherByte opportunity is not a job, and may not be presented as such. Terms such as "manager trainee," "management positions available," "travel provided," "call for interview," "positions available," "now hiring," and other misleading statements are not allowed.
- No specific income can be promised or implied, and any references to compensation must use the word "commissions" to indicate the independent contractor status of IMs.
- Advertisements may not contain references to TetherByte or its products.
- You may not use any of TetherByte's trademarks or trade-names.
- You may not use the AT&T logo or make representations about the relationship between TetherByte and AT&T other than those approved statements provided by TetherByte.
- TetherByte and AT&T other than those approved statements provided by TetherByte.
- Any requests for variances from the above rules must be submitted to TetherByte and approved in writing prior to publication. Please direct any inquiries to: support@tetherbyte.com

4.12 - Media and Media Inquiries

Professional Business Members must not initiate any interaction with the media or attempt to respond to media inquiries regarding TetherByte, its equipment or cell phone service plans, or their independent TetherByte business. All inquiries by any type of media must be immediately

referred to TetherByte's Compliance Department. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

4.13 - Unsolicited Email, Text Messages And Other Forms of Communication

TetherByte does not permit Professional Business Members to send unsolicited emails, text messages and other forms of communication unless all forms of communication strictly comply with applicable laws and regulations, including, without limitation, the federal CAN SPAM Act. Any email, text, other forms of communication sent by a PBM that promotes TetherByte, the TetherByte opportunity, or TetherByte equipment and cell phone service plans, must comply with the following:

- There must be a functioning return email address or other way to communicate to the sender. There must be a notice in the email that advises the recipient that he/she may reply to the email or form of communication, to request that future solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The form of communication must include the PBM's physical mailing address. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If a PBM receives an opt-out request from a recipient of an email, the PBM must forward the opt-out request to the Company. TetherByte may periodically send commercial emails or other communications on behalf of PBMs. By entering into the Professional Business Membership Agreement, a PBM agrees that the Company may send such emails and that the PBM's physical and email addresses will be included in such forms of communication as outlined above. PBMs shall honor opt-out requests generated as a result of such emails and other forms of communication sent by the Company. Except as provided in this section, PBMs may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their TetherByte businesses.

SECTION 5 – OPERATING A TetherByte BUSINESS

5.1 - Business Entities

A corporation, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a TetherByte PROFESSIONAL BUSINESS MEMBER by submitting a TetherByte PBM Application and Agreement along with its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the "Entity Documents") to TetherByte. A TetherByte business may change its status under the same Referrer from an individual to a partnership, corporation or trust or from one type of entity to another. To do so, the PBM(s) must provide the Entity Documents to TetherByte. The PBM Application must be signed by all of the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to TetherByte.

5.1.1 - Changes to a Business Entity

Each Professional Business Member must immediately notify TetherByte of any changes to the type of business entity he/she utilizes in operating his/her TetherByte business, and the addition or removal of business associates. A TetherByte business may change its status under the same referrer from an individual to a partnership, corporation or trust or from one type of entity to another. The PBM Agreement form must be signed by all of the shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to TetherByte.

5.1.2 - Change Of Referrer (Sponsor)

To protect the integrity of all marketing organizations and safeguard the hard work of all PBMs, TetherByte rarely allows changes in referrerships, with the rare exception of direct line changes (meaning placement is not affected). A direct line change request must be made by submitting a completed Referrer Change Request Form within 72 hours from the time of becoming a Professional Business Member, and must come from the current listed Referrer under extreme circumstances, TetherByte will use its discretion in allowing a Referrer change when it makes sense for the sales organization.

5.1.3 - Change Of Placement

A request for change of placement must be submitted within 72 hours time of becoming a Professional Business Member and must be requested by the current listed sponsor. A PBM can only be moved inside of the same Referrer's sales organization. If approved, a PBM is placed in the first available open bottom position on the date that the change is made. PBMs who have earned commissions or achieved rank are not eligible for placement changes. Please note that decisions made for any change request (sponsor or placement) are at the sole discretion of TetherByte.

5.1.4 - Cancellation and Re-application

A PBM may legitimately change organizations by voluntarily cancelling his/her TetherByte business and remaining inactive (i.e., no purchases of TetherByte products for resale, no sales of TetherByte products, no referring, no attendance at any TetherByte functions, participation in any other form of PBM activity, or operation of any other TetherByte business) for six (6) full consecutive calendar months. Following the six (6) month period of inactivity, the former PBM may reapply under a new Referrer, but relinquishes all rights held by the original position (i.e., sales organization, commissions, and previous orders).

5.1.5 - Addition of Co-applicant

When adding a co-applicant (either an individual or a business entity) to an existing TetherByte business, the Company requires a written request as well as a properly completed PBM Agreement containing the applicant's and co-applicant's Social Security Numbers or Federal Tax Identification Numbers and signatures. To prevent the circumvention of the "Sale, Transfer or Assignment of TetherByte Business" section (regarding transfers and assignments of TetherByte business), the original applicant must remain as a party to the original PBM Agreement. If the

original PBM wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with the "Sale, Transfer or Assignment of TetherByte Business" section of these Policies. If this process is not followed, the business shall be cancelled upon the withdrawal of the original PBM. All bonus and commission checks will be sent to the address of record of the original PBM. Please note that the modifications permitted within the scope of this paragraph do not include a change of Referrership. Changes of Referrerships are addressed in "Change of Referrership" section of these Policies and Procedures. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed PBM Agreement. TetherByte may, at its discretion, require notarized documents before implementing any changes to a TetherByte business. Please allow thirty (30) days after the receipt of the request by TetherByte for processing.

5.2 - Unauthorized Claims and Action

5.2.1 - Indemnification

A Professional Business Member is fully responsible for all of his or her verbal and/or written statements made regarding TetherByte products, services, and the Compensation Plan, which are not expressly contained in Official TetherByte Materials. PBMs agree to indemnify TetherByte and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by TetherByte as a result of the PBM's unauthorized representations or actions. This provision shall survive the cancellation of a PBM's Professional Business Membership Agreement.

5.3 - Conflicts

5.3.1 - Sale of Competing Goods or Services

Professional Business Members must not sell, or attempt to sell, any competing non-TetherByte programs, products, or services to TetherByte Customers or PBMs. Any program, product, service, or direct selling opportunity in the same generic categories as TetherByte products is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

5.3.2 - PBM Participation In Other Direct Selling Programs

If a PBM is engaged in other non-TetherByte direct selling programs, it is the responsibility of the PBM to ensure that his/her TetherByte business is operated entirely separate and apart from any other program.

5.3.3 - Targeting Other Direct Sellers

TetherByte prohibits PBMs from targeting independent representatives from other direct sales companies. Should PBMs engage in the solicitation and/or enticement of members of another direct sales company to sell or distribute TetherByte products, not only do they run the risk of being terminated from TetherByte, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a PBM alleging that he/she

engaged in inappropriate recruiting activity of its sales force or Customers, TetherByte will not pay any of PBM's defense costs or legal fees, nor will TetherByte indemnify the PBM for any judgment, award, or settlement.

5.3.4 - Privacy and Confidentiality

All PBMs are required to abide by the Company's Privacy Policy with regard to PBM and customer information.

5.3.5 - The Data Management Rule

The Data Management Rule is intended to protect the Line of Referrership (LOR) for the benefit of all PBMs, as well as TetherByte. LOR information is information compiled by TetherByte that discloses or relates to all or part of the specific arrangement of Referrership within the TetherByte business, including, without limitation, PBM lists, Referrership sales organization, and all PBM information generated therefrom, in its present and future forms. The TetherByte LOR constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. TetherByte is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by TetherByte and its PBMs. Through this Rule, PBMs are granted a personal, non-exclusive, non-transferable and revocable right by TetherByte to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies and Procedures. The Company reserves the right to deny or revoke this right, upon reasonable notice to the PBM stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of TetherByte, such is necessary to protect the confidentiality or value of Proprietary Information. All PBMs shall maintain Proprietary Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof. A PBM shall not compile, organize, access, create lists of, or otherwise use or disclose Proprietary Information except as authorized by TetherByte. A PBM also shall not disclose Proprietary Information to any third party, or use Proprietary Information in connection with any other businesses or to compete, directly or indirectly, with the business of TetherByte.

Use or disclosure of Proprietary Information, other than as authorized by TetherByte, will cause significant and irreparable harm to TetherByte, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance, and damages including costs, attorneys' fees, and disgorgement of all profits made as a result of such unauthorized use or disclosure. A PBM shall promptly return any and all Proprietary Information to TetherByte upon resignation, non-renewal, or termination of his or her business and shall thereafter refrain from any further use thereof.

5.4 - Cross Referring

Actual or attempted cross-group referring is strictly prohibited. "Cross group referring" is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or PBM Agreement on file with TetherByte, or who has had such an

agreement within the preceding six (6) calendar months, within a different line of Referrership. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a TetherByte business in accordance with the "Sale, Transfer or Assignment of TetherByte Business" section of these Policies and Procedures.

5.5 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, PBMs shall not represent or imply that TetherByte or its Compensation Plan have been "approved," "endorsed," or otherwise sanctioned by any government agency.

5.6 - Identification

All PBMs are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to TetherByte either on the PBM Agreement or at the company's request before they can receive any commissions, bonuses or other forms of payment. Upon enrolment, the Company will provide a unique PBM Identification Number to the PBM by which he/she will be identified. This number will be used to place orders and track commissions and bonuses. PBMs will also be given an opportunity to choose a unique identifier, referred to as a "Public ID" that can be used as another means of identification.

5.7 - Income Taxes

Every year, TetherByte will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service. Each PBM is responsible for paying local, state and federal taxes on any income generated as a PBM. If a TetherByte business is tax exempt, the Federal Tax Identification Number must be provided to TetherByte.

5.8 - Independent Contractor Status

You are an independent contractor. You are not an agent, employee or joint venture with the Company. You may not represent yourself as anything other than an Independent Professional Business Member. You have no authority to bind TetherByte to any obligation. You are responsible for paying your own self-employment taxes, federal income taxes and other taxes required by law. You must obey any federal, state, and local laws, as well as Company rules and regulations pertaining to your independent TetherByte position or the acquisition, receipt, holding, selling, distributing or advertising of TetherByte's products or opportunity. You agree to indemnify and hold TetherByte, its officers, agents, directors, and employees harmless from any claim, damage, liability, or loss arising out of your activities.

5.9 - International Marketing

Because of critical legal and tax considerations, at this time, TetherByte must limit the resale of TetherByte products and the presentation of the TetherByte business to prospective Customers and PBMs located within the United States and U.S. Territories and those other countries that the Company has officially opened for business. Conducting meetings, promoting the TetherByte financial opportunity, or gifting/distributing product in an unopened country or market is strictly prohibited.

5.10 - Inventory Loading

The TetherByte program is built on business sales to the ultimate users. TetherByte encourages its PBMs to only purchase equipment and cell phone service plans that they and their family will personally use, will be used as a sales tool, or will be resold to others for their ultimate use.

5.11 – Referrership Rights

No PBM may sell, assign or otherwise transfer his/her Referrership rights to another PBM. After a period of 72 hours following the acceptance of a PBM Agreement by the Company, Referrership and placement are irrevocable and permanent.

5.12 - Stacking

Stacking is the unauthorized manipulation of the TetherByte compensation system and/or the marketing plan in order to trigger commissions or cause a promotion of a sales organization a PBM in an unearned manner. One example of stacking occurs when a Referrer places participants under an inactive sales organization participant (who may not know or have any relationship with the clients) in order to trigger unearned qualification for commissioning. Another example of stacking is the manipulative placement of team members within a sales organization in order to trigger a promotion. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent PBM positions of all individuals found to be directly involved.

5.13 - One TetherByte Business per Professional Business Member

A PBM may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one TetherByte business. No individual may have, operate or receive compensation from more than one TetherByte business.

5.14 - Succession

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

- Execute a PBM Agreement;

- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased PBM's rank/status; Provide TetherByte with an "address of record" to which all bonus and commission checks will be sent. Bonus and commission checks of a TetherByte business transferred pursuant to this section will be paid in a single check jointly to the successor(s).
- Form a business entity and acquire a federal Taxpayer Identification Number, if the business is bequeathed to joint successors. TetherByte will issue all bonus and commission checks and one 1099 to the business entity.

5.14.1 - Transfer Upon Death of a Professional Business Member

To effect a testamentary transfer of a TetherByte business, the successor must provide the following to TetherByte:

- An original death certificate,
- A notarized copy of the will or other instrument establishing the successor's right to the TetherByte business, and
- A completed and executed PBM Agreement.
- If the Successor is already a TetherByte PBM, the Company may grant exception to the One PBM per Household rule upon written request from the Successor.

5.14.2 - Transfer Upon Incapacitation of a Professional Business Member

To effectuate a transfer of a TetherByte business because of incapacity, the successor must provide the following to TetherByte: (1) a notarized copy of an appointment as trustee, (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the TetherByte business, and (3) a completed PBM Agreement executed by the trustee.

5.15 - Sale, Transfer, or Assignment of a TetherByte Business

Although a TetherByte business is a privately owned, independently operated business, the sale, transfer or assignment of a TetherByte business is subject to certain limitations. If a PBM wishes to sell his/her TetherByte business, the following criteria must be met:

- Protection of the existing line of sponsorship must always be maintained so that the TetherByte business continues to be operated in that line of Referrership;
- The buyer or transferee must become a qualified TetherByte PBM. If the buyer is an active TetherByte PBM, he/she must first terminate his/her TetherByte business and wait six calendar months before acquiring any interest in the new TetherByte business;
- Before the sale, transfer, or assignment can be finalized and approved by TetherByte, any debt obligations the selling PBM has with TetherByte must be satisfied; and
- The selling PBM must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign a TetherByte business.
- Prior to selling a TetherByte business, the selling PBM must notify TetherByte's Compliance Department of his/her intent to sell the TetherByte business. No changes in line

of Referrership can result from the sale or transfer of a TetherByte business. A PBM may not sell, transfer, or assign portions of his/her position or business—a position must be sold in its entirety.

5.16 - Separation of a TetherByte Business

TetherByte PBMs sometimes operate their TetherByte businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the sales organization. If the separating parties fail to provide for the best interests of other PBMs and the Company in a timely fashion, TetherByte will involuntarily terminate the PBM Agreement.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

One of the parties may, with consent of the other(s), operate the TetherByte business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize TetherByte to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee. The parties may continue to operate the TetherByte business jointly on a "business-as-usual" basis, whereupon all compensation paid by TetherByte will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. The Company will never remove a party to a position from a PBM account without that party's written permission and signature. Under no circumstances will the sales organization of the divorcing spouses or a dissolving business entity be divided. Under no circumstances will TetherByte split commission and bonus checks between divorcing spouses or members of dissolving entities. TetherByte will recognize only one sales organization and will issue only one commission check per TetherByte business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the PBM Agreement shall be involuntarily cancelled. If a former spouse has completely relinquished all rights in the original TetherByte business pursuant to a divorce, he/she is thereafter free to enroll under any Referrership of his/her choosing without waiting six (6) calendar months.

5.17 - Referring

All Active PBMs in good standing have the right to refer and enroll others into TetherByte. Each prospective Business Customer or PBM has the ultimate right to choose his or her own Referrer. If two PBMs claim to be the Referrer of the same new PBM or Business Customer, the Company shall regard the first application received by the Company as controlling and or let the new Business Customer choose themselves what Referrer he or she would like to be associated with.

SECTION 6 – RESPONSIBILITIES OF PROFESSIONAL BUSINESS MEMBERS

6.1 - Change of Address, Telephone, Email Address

To ensure timely delivery of products, support materials, and commission checks, it is critically important that the TetherByte's files are current. Street addresses are required for shipping since UPS, FedEx and other carriers cannot deliver to a post office box. PBMs planning to move or change their email address must adjust their settings in the back office online.

6.2 – Referring Responsibilities

6.2.1 - Initial Training

Any PBM who refers another PBM into TetherByte must perform a bona fide assistance and training function to ensure that the new PBM is properly operating his/her TetherByte business. PBMs must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Compensation Plan to individuals or business to whom they are referring to become PBMs before the applicant signs a PBM Agreement. Additional copies of the Policies and Procedures and the Income Disclosure Statement can be downloaded from the TetherByte's website. A Referring PBM must require each prospective PBM to personally complete the enrolment forms—whether electronically or on paper. Referring PBMs are also responsible to motivate and train new PBMs in TetherByte product knowledge, effective sales techniques, the TetherByte Compensation Plan, and compliance with Company Policies and Procedures.

6.2.2 - Ongoing Training Responsibilities

Professional Business Members must monitor the PBMs in their sales organizations to ensure that sales organization PBMs do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every PBM should be able to provide documented evidence to TetherByte of his/her ongoing fulfilment of the responsibilities of a Referrer.

6.3 – Non-Disparagement

Professional Business Members must not disparage, demean, or make negative remarks about TetherByte, other TetherByte PBMs', TetherByte's products, the Compensation Plan, or TetherByte's owners, board members, directors, officers, vendors, suppliers, or employees.

6.4 - Reporting Policy Violations

Professional Business Members observing a Policy violation by another PBM should submit a written report of the violation directly to the attention of the TetherByte Compliance Department, complete with all supporting evidence and pertinent information. Professional Business Member

should email to compliance@GlobalConnectionNetwork.com to report violations. It is important to understand that information that is submitted will be kept confidential.

SECTION 7 – SALES REQUIREMENTS

7.1 - Product Sales

The TetherByte Compensation Plan is based upon the sale of the TetherByte platform and various service plans to end consumers. In order to obtain the right to earn commissions on sales organization volumes during a given month, PBMs must gain or maintain at least one customer a month. Existing customers on a monthly cell phone service plan count towards the one customer requirement.

SECTION 8 – BONUSES AND COMMISSIONS

8.1 - Bonus and Commission Qualifications

In order to qualify to receive commissions and bonuses, a PBM must be in good standing, active and comply with the terms of the Agreement and these Policies and Procedures.

8.2 - Errors or Questions

If a PBM has questions about or believes any errors have been made regarding commissions, bonuses, Sales Organization Activity Reports, or charges, the PBM must notify TetherByte in writing within 30 days of the date of the purported error or incident in question. TetherByte will not be responsible for any errors, omissions, or problems not reported to the Company within 30 days.

8.3 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrolment of individuals or entities without the knowledge of and/or execution of a PBM Agreement by such individuals or entities; (b) the fraudulent enrolment of an individual or entity as a PBM or Business Customer; (c) the enrolment or attempted enrolment of non-existent individuals or entities as PBMs or Customers ("phantoms"); (d) purchasing TetherByte equipment or cell phone service plans on behalf of another PBM or Customer, or under another PBM's or Customer's ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

8.4 - Returned Equipment

Professional Business Members receive bonuses and commissions based on the actual sales of various products including but not limited to equipment and cell phone service plans to end consumers. When resalable equipment is returned to TetherByte within the permissible 12 month

period for a refund, either of the following may occur at the Company's discretion: (1) the bonuses and commissions attributable to the returned equipment will be deducted from the pay period in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the PBMs who received bonuses and commissions on the sales of the refunded products or (2) the PBMs who earned commissions based on the sale of the returned equipment will have the corresponding points deducted from their volume in the next pay period and all subsequent pay periods until it is completely recovered.

8.5 - Reports

All information provided by TetherByte, including but not limited to personal sales volume (or any part thereof), and referring activity is believed to be accurate and reliable. Nevertheless, due to various factors, including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs, the information is not guaranteed by TetherByte or any persons creating or transmitting the information. All product volume information is provided "as is" without warranties, express or implied, or representations of any kind whatsoever. In particular but without limitation, there shall be no warranties of merchantability, fitness for a particular use, or non-infringement. To the fullest extent permissible under applicable law, TetherByte and/or other persons creating or transmitting the information will in no event be liable to any PBM or anyone else for any direct, indirect, consequential, incidental, special, or punitive damages that arise out of the use of or access to sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if TetherByte or other persons creating or transmitting the information shall have been advised of the possibility of such damages.

SECTION 9 – MOBILE SERVICE THROUGH TetherByte, LLC

9.1– TetherByte, LLC

The Company has agreed to provide fast, high quality phone service through reputable national mobile service providers to PBMs and independent business owners. All such mobile service is provided through the Company's business entity, TetherByte, LLC. TetherByte, LLC contracts for business mobile service through national 5G and 4G LTE Carriers and allows individual businesses to receive high quality 5G and 4G LTE Service.

9.2- Mobile Service

Depending on the Service Plan you select, TetherByte, LLC provides unlimited talk and text and in most cases, specific data plans in the United States (including Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands). The service may be offered at differing prices under different Service Plans, depending on the data speed you desire and other factors, and some plans may not include data. Data speeds will reduce when the amount of data used exceeds the amount designated in your service plan. All service plans, unless otherwise so designated, require the

subscriber to be a business owner. Coverage and quality of service may vary and change without notice depending on a variety of factors including network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of service varies. You agree that we are not liable for problems relating to Service availability or quality.

9.3 – Monthly Fees and Payment

TetherByte, LLC provides the mobile service for a flat fee on a monthly, pay-in-advance basis under various service plans. Service begins when you subscribe and pay any initial fees and monthly instalments. Certain TetherByte, LLC plans may include a Free Trial and the subscriber will still be responsible for any activation fees. All subscribers are responsible for all fees and taxes as determined solely by the Company. If you fail to make your monthly payment when due, your service will be suspended and a restoration fee, as determined by the Company, will be charged by the Company to restore service. If your service is not restored within 30 days, the company may cancel or terminate your service. Once service is terminated, you would have to pay any activation fees, Early Termination Fees associated as a new subscriber. The Company allows its cellular subscribers, under specific Service Plans, to earn FREE service when the subscriber has a minimum of six (7) active paying referrals who are receiving service. When such Free Service is awarded it includes taxes and fees.

9.4 – Cancellations and Free Trials

The Company may offer special promotions with differing conditions and limitations. Any materially different terms from those described in the Terms of Use will be disclosed at sign-up/enrollment or other communications made available to you. Your Subscription/enrollment may start with a FREE TRIAL. The free trial period lasts for one month, or as otherwise specified at sign-up/enrollment. Free Trials may not be combined with any other offers unless the Company indicates otherwise at sign-up. You understand that you are restricted to a one-time use of a Free Trial. Any subsequent use of a Free Trial may result in the immediate termination of any associated Subscription/enrollment without notice. If you improperly obtain a Free Trial, we reserve the right in our sole discretion to charge any payment method you may have provided us for the Subscription/enrollment that was obtained improperly. The Company reserves the right, in its absolute discretion, to determine your Free Trial eligibility. At the end of your Free Trial, the Company will begin billing your Payment Method for subscription/enrollment fees according to the billing method you selected at sign-up or enrollment. If you cancel prior to the end of the Free Trial period, your Payment Method will not be charged and you will no longer have access to the subscription or mobile plan. You will not receive a notice from us that your Free Trial has ended or that the paying portion of your subscription/enrollment has begun.

You may cancel your Free Trial at any time during the Free Trial period without charge. To cancel you Free Trial, you must send an email request, along with your reason for cancellation to support@TetherByte.com. The Company will make reasonable efforts to process cancellation requests within two business days from its receipt of the cancellation request.

9.5 – Charge Disputes

Unless otherwise provided by law, you agree to notify us of any dispute regarding amounts owed to us within 60 days after the date you first incur the disputed amount. If you do not notify us of your dispute in writing within this time period, you may not pursue a claim in arbitration or in court. If you accept a credit, refund or other compensation or benefit to resolve a disputed amount, you agree that the issue is fully and finally resolved.

9.6 – Your Phone Number

Except for any legal right you may have to port or transfer your phone number, you will acquire no ownership rights in any number assigned to you. The wireless telecommunications networks used to provide the service are owned and operated by other licensed entities, not TetherByte, LLC.

9.7 – Data Usage and Features

The TetherByte, LLC Network is managed to facilitate the proper functioning of the Network as a whole and to provide a good experience to the majority of our customers. Services that require consistent high speeds, such as video calling, may, particularly at times and in areas of network congestion, result in reduced speeds or other services. Additionally, we may implement other network management practices to provide better quality service at reduced prices.

9.8 – Notices and Communication

You expressly consent to be contacted by TetherByte, LLC or any TetherByte, LLC Brand Partner, for any and all purposes, at any telephone number, email address, or physical address you provide to us or that we provide to you. You agree that TetherByte, LLC may contact you in any way, including recorded or artificial voice or text messages delivered by and automatic telephone dialing system, or email messages delivered by an automatic emailing system. Notices from us to you are considered delivered when we send them to your device or by email or fax to any email address you provided to us, or 3 days after mailing to your billing address. You agree that all electronic communications via email satisfy any writing requirements under the law.

9.9 – Company Rights to Limit or End Service

We may limit, suspend, or terminate your service or these Terms and Conditions without notice for any reason, including without limitation, if you, or any user on your account: (a) breaches the T&Cs; (b) provides inaccurate information or information we can't verify; (c) transfers service to another person without our consent; (d) becomes insolvent, goes bankrupt, or threatens bankruptcy (except as prohibited by law); causes TetherByte, LLC to breach an agreement with any wireless carrier or to incur and material added expense; or (e) uses your service in a manner that is excessive, unusually burdensome, or unprofitable to us. We may impose usage or other limits to your service, suspend your service, or block certain types of calls, messages or sessions (such as access to an international long-distance provider, in our sole discretion and without notice. If we limit, suspend or terminate your service and later reinstate your service, you may be charged a fee. If your service or account is limited, suspended or terminated and then reinstated, you will be charged a reactivation fee upon reenrollment.

SECTION 10 – PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

10.1 - Guarantee

TetherByte offers a one hundred percent (100%) 30-day refund period on all initial fees to become a Professional Business Member, excluding activation fees, Early Termination Fees, service charges associated with cell phone plans, and charges associated with online tools.

SECTION 11 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

11.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a PBM 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 PBM's TetherByte business), may result, at TetherByte's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the PBM to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks; Loss of rights to one or more bonus and commission checks;
- Withholding from a PBM all or part of the PBM's bonuses and commissions during the period that TetherByte is investigating any conduct allegedly contrary to the Agreement. If a PBM's business is cancelled for disciplinary reasons, the PBM will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's PBM Agreement for one or more pay periods; Involuntary termination of the offender's PBM Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which TetherByte deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the PBM's policy violation or contractual breach;
- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of TetherByte;

11.2 - Grievances and Complaints

When a PBM has a grievance or complaint with another PBM regarding any practice or conduct in relationship to their respective TetherByte businesses, the complaining PBM should first report the problem to his/her Referrer who should review the matter and try to resolve it with the other party's Referrer. If the matter involves interpretation or violation of Company policy, it must be reported in writing to TetherByte's Compliance Department, via email at

support@tetherbyte.com or by regular mail. The Compliance Department will review the facts and attempt to resolve the matter. If it is not resolved, it will be referred to the TetherByte Review Committee for final review and possible disciplinary action. Please note that during the appeals process, all involved PBM accounts will be placed on a complete business hold, and all commissions generated will be placed in an Escrow account until the matter is resolved. Decisions mandated by the PBM Conduct Appeals Committee are final and binding, and will not be further reviewed by the Company.

11.3 - Mediation

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Greensboro, NC and shall last no more than two (2) business days.

11.4 - Leadership Council Hearing Panel Procedures

If any part of the dispute is not resolved by mediation, any PBM who is a Party to the remaining dispute may request a Leadership Council Hearing Panel, unless arbitration is preferred.

A Request for a Leadership Council Hearing must be submitted to the TetherByte Hearing Panel Chairperson within four weeks after mediation. Upon receipt of a request, the matter is scheduled for the next Hearing Panel session, which shall be not more than 60 days following the request. All Parties who receive notice of the hearing are required to participate, unless excused by the Hearing Panel Chairperson or his/her designee. The Parties are strongly encouraged to attend the hearing in person, but are not required to do so. Should the Parties choose to attend in person, they are responsible for their own expenses.

Each year, the TetherByte Leadership Council selects the Hearing Panel Chairperson, three additional Panel members, and alternates who may serve on the Hearing Panel. The Hearing Panel Chairperson will confirm that no Panel member presents a conflict of interest with respect to the matters over which the Panel presides. Once selected, the Panel members are barred from discussing the dispute with anyone before the date of the hearing. Each Panel member and the Parties involved receive a copy of the dispute file.

The Parties shall exchange all documents on which they intend to rely during the hearing at least 10 days in advance of the hearing. In addition, Parties must submit to the Panel all documents on which they intend to rely in proving or defending their claim at least 10 days in advance of the hearing. If a Party does not submit such documents in a timely fashion, the Hearing Panel Chairperson may refuse to allow their introduction. The Chairperson of the Panel is empowered to control the conduct of the hearing, and to have authorized persons administer an oath to any witness. The rules of evidence do not apply.

When a voluntary resolution does not occur, the Hearing Panel, within 30 days following completion of the hearing, will issue to the Parties and TetherByte a written statement of facts and a non-binding recommendation for resolution, including, if appropriate, the imposition of certain sanctions. Within two weeks of receiving that recommendation each Party shall inform the Panel and the other Parties in writing whether that Party: (a) accepts the recommended resolution in its entirety; (b) accepts some specific portions of the recommended resolution and rejects the others; or (c) rejects the recommended resolution in its entirety. Any Party may demand arbitration of any unresolved Dispute under section 10.4.

11.5 - Arbitration

A.If mediation is unsuccessful, any controversy or claim arising out of or relating to the TetherByte PBM agreement, these Policies and Procedures, or the breach thereof, the PBM's business or any dispute between TetherByte and the PBM, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Greensboro, NC. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.

B.The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney's fees and filing fees, not to exceed \$100,000. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.

C.This agreement to arbitration shall survive any termination or expiration of the PBM agreement.

D.Nothing in these Policies and Procedures shall prevent TetherByte from applying for or 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 TetherByte interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

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

F.These Policies and Procedures and any arbitration involving a PBM and TetherByte shall be governed by and construed in accordance with the laws of the state of Nevada, without reference to its principles of conflict of laws.

11.6 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Greensboro, NC. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of Nevada shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in these policies, residents of the State of Louisiana shall be entitled to bring an action against TetherByte in their home forum and pursuant to Louisiana law.

SECTION 12 – PAYMENT AND SHIPPING

12.1 - Returned Checks

All checks returned by a PBM's bank for insufficient funds will be re-submitted for payment. A \$25.00 returned check fee will be charged to the account of the PBM. After receiving a returned check from a Customer or a PBM, all future orders must be paid by Credit Card, money order, or cashier's check. Any outstanding balance owed to TetherByte by a PBM for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.

12.2 - Restrictions on Third Party Use of Credit Cards and Checking Account Access

Professional Business Members shall not permit other PBMs or Customers to use their credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company, unless an official TetherByte Authorization Letter is on file with the Company prior to the transaction.

SECTION 13 – EFFECT OF CANCELLATION

13.1 - Effect of Cancellation and Termination

So long as a PBM remains active and complies with the terms of the PBM Agreement and these Policies and Procedures, TetherByte shall pay commissions to such PBM in accordance with the Compensation Plan. A PBM's bonuses and commissions constitute the entire consideration for the PBM's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organization). Following a PBM's non-continuation of his or her PBM Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her PBM Agreement (all of these methods are collectively referred to as "Cancellation"), the former PBM shall have no right, title, claim or interest to the sales organization which he or she operated, or any commission or bonus from the sales generated by the organization. The former PBM's product volume will remain available for referrer's commissions. PBMs waive any and all rights, including, but not limited to, property rights, in the sales organization. Following a PBM's cancellation of his or her PBM Agreement, the former PBM shall not hold him or herself out as a TetherByte Professional Business Member and shall not have the right to sell TetherByte equipment or cell phone service plans or other TetherByte products. A PBM whose PBM Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A TetherByte participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted via email to: support@tetherbyte.com. The notice must include the PBM's full name, ID Number and reasons for cancellation.

13.2 - Non-Renewal

A PBM may also voluntarily cancel his/her PBM Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew a PBM's Agreement upon its anniversary date.

13.3 – Cancellation of Free Trials and Promotions

The Company may offer through its website or promotion efforts certain services and mobile plans for corresponding fees and require you to purchase subscriptions on a month-to-month subscription paid in monthly installments. Your subscription which may start with a FREE TRIAL, a price promotion, or both, will continue on a Subscription-to-Subscription basis unless you cancel your Subscription or we terminate it. The Company may offer special promotions with differing conditions and limitations. Any materially different terms from those described in the Terms of Use will be disclosed at sign-up/enrollment or other communications made available to you. Your Subscription/enrollment may start with a FREE TRIAL. The free trial period lasts for one month, or as otherwise specified at sign-up/enrollment. Free Trials may not be combined with any other offers unless the Company indicates otherwise at sign-up. You understand that you are restricted to a one-time use of a Free Trial. Any subsequent use of a Free Trial may result in the immediate termination of any associated Subscription/enrollment without notice. If you improperly obtain a Free Trial, we reserve the right in our sole discretion to charge any payment method you may have provided us for the Subscription/enrollment that was obtained improperly. The Company reserves the right, in its absolute discretion, to determine your Free Trial eligibility. At the end of your Free Trial, the Company will begin billing your Payment Method for Subscription/enrollment fees according to the billing method you selected at sign-up or enrollment. If you cancel prior to the end of the Free Trial period, your Payment Method will not be charged and you will no longer have access to the subscription or mobile plan. You will not receive a notice from us that your Free Trial has ended or that the paying portion of your Subscription/enrollment has begun.

You may cancel your Free Trial at any time during the Free Trial period without charge. To cancel your Free Trial, you must send an email request, along with your reason for cancellation to support@TetherByte, LLC.com. The Company will make reasonable efforts to process cancellation requests within two business days from its receipt of the cancellation request.

SECTION 14– DEFINITIONS

ACTIVE PBM: A Professional Business Member who satisfies the minimum volume requirements as set forth in the Compensation Plan. Active PBMs are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each PBM; includes the PBM Agreement, the TetherByte Policies and Procedures, and the TetherByte Compensation Plan, all in their current form and as amended by TetherByte in its sole discretion. These documents are collectively referred to as the "Agreement."

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

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

CUSTOMER: A Consumer who purchases TetherByte products and does not engage in building a business.

PROFESSIONAL BUSINESS MEMBER: An individual who purchases product generates sales and commissions by way of the TetherByte compensation plan.

LINE OF REFERRER (LOR): A report generated by TetherByte that provides critical data relating to the identities of PBMs, sales information, and enrollment activity of each PBM's organization. This report contains confidential and trade secret information which is proprietary to TetherByte.

SALES ORGANIZATION: The Customers and PBMs placed below a particular PBM.

OFFICIAL TetherByte MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by TetherByte to PBMs.

PLACEMENT: Your position inside your Referrer's sales organization.

RESALABLE: Equipment shall be deemed "resalable" if each of the following elements is satisfied: 1) it is unopened and unused, 2) the original packaging and labelling has not been altered or damaged, 3) it is in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current TetherByte labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

REFERRER: A PBM who enrolls another PBM into the Company, and is listed as the Referrer on the PBM Agreement. The act of enrolling others and training them to become PBMs is called "referring." The day you signed up for TetherByte cellular service will be your monthly "Monthly Billing Date". TetherByte will attempt to charge the credit card that you have on file two to three days before your Monthly Billing Date for your service in the next month. If your credit card fails to clear the first time, we will attempt to automatically charge your card on the last day of your Billing Cycle which is your Monthly Billing Date. If your service has been suspended because your payment has failed to process, we will attempt to continue to try and manually charge your card. If your card clears while your service has been suspended, we will restore your service for the remainder of your Billing Cycle. TetherByte reserves the right to

manually try to process your card until your line is cancelled by TetherByte, until you have notified TetherByte by email that you want to cancel your service or that you have ported your number out to another carrier. You must notify TetherByte by email of your desire to cancel your service by emailing TetherByte at support@tetherbyte.com.

If your line is due to be Suspended as a result of lack payment because your credit on file failed to process or that you have removed yourself from Autopay, you give TetherByte the right to manually try to process your credit card up until you have cancelled your service by email, ported your number out to another carrier or TetherByte has cancelled your service. You must notify TetherByte by email of your desire to cancel your service by emailing TetherByte at support@tetherbyte.com.