



FLASH MEXICO POLICIES AND PROCEDURES

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The following Policies and Procedures govern FLASH authorized independent distributors operating in Mexico, referred to as "Flash Brand Leaders" or "FBLs". These Policies and Procedures are incorporated into and form a part of the FLASH Brand Leader Independent Distributor Agreement. In the case of any conflict between these Policies and Procedures and the terms and conditions foreseen in the FLASH Brand Leader Independent Distributor Agreement, the FLASH Brand Leader Independent Distributor Agreement shall prevail. FLASH reserves the right to change these Policies and Procedures at any time without prior notice by posting the changes to the FBL Back Office. Please reference the FLASH Brand Leader Independent Distributor Agreement for the meaning of any terms used in these Policies and Procedures but not defined herein. For purposes of these Policies and Procedures, Oportunidad ACN México, S. de R.L. de C.V., is referred to as "FLASH."

FLASH Statement of Operating Philosophy

The Founders of FLASH believe in leadership by example rather than management by directive. FLASH's leadership has demonstrated a high degree of integrity and success at both sales and corporate levels. As such, they are committed to the following principles and standards as an expansion of their creed.

Commitment to Excellence

The FLASH corporate management team is committed to supporting its customers and each FLASH authorized independent distributor, to giving them quality service and to calculating and mailing reports and commission payments in a timely manner. FLASH has set these goals to give each Flash Brand Leader the best opportunity to develop a successful business. FLASH will not exclude anyone from this great opportunity based on race, age, sex, national origin, religion, disability or any other similar grounds prescribed or otherwise prohibited by law.

I. Flash Brand Leader Rights and Obligations

A. Ethics. FLASH conducts business in an ethical and credible manner and requires its Flash Brand Leaders to deal ethically with their customers, with each other and with the company. FLASH permits no unethical or illegal activity and will intercede when such behavior may exist, and FLASH reserves the right to use its best judgment in deciding whether certain Flash Brand Leader activities are unethical. Furthermore, FLASH may use its own discretion in determining the appropriate course of action. If FLASH determines that unethical activities may exist, then it reserves the right to suspend an FBL's status as an FLASH authorized independent distributor, including but not limited to all commissions and payments of any kind, or to terminate the FLASH Brand Leader Independent Distributor Agreement with such FBL. Under no circumstances will an FBL who is terminated for unethical or illegal activity be entitled to any refund of their original application fee, nor are they entitled to sell or transfer their position.

EXAMPLES OF UNETHICAL OR ILLEGAL ACTIVITY INCLUDE, BUT ARE NOT LIMITED TO:

1. Forging a signature on any document or falsifying information. This includes utilizing another FBL's or customer's login credentials to access an FLASH online system, providing false information on applications or orders, and altering any document after it has been signed.
2. Making false or misleading representations of any kind including, but not limited to, misrepresentations about FLASH, FLASH Related Companies, FLASH Products and Services, the FLASH opportunity, the FLASH Compensation Plan, FLASH employees, FLASH Providers, or another FLASH authorized independent distributor.
3. Taking of funds intended for FLASH, including depositing funds intended for FLASH into personal accounts instead of immediately forwarding them to FLASH, or otherwise redirecting or co-mingling funds intended for FLASH, or operating a bank account in the name of FLASH or any other similar name
4. Cross-line recruiting: A Flash Brand Leader may not solicit an individual or entity that has been previously sponsored by another FBL or that is considering joining FLASH and being sponsored by another FBL. For example, potential FBLs sent to a Business Opportunity Presentation by another active FBL cannot be recruited.
5. Spreading false or misleading remarks or rumors with malicious intent that may disparage FLASH, FLASH employees, or another FLASH independent distributor, through any means, including online through social networking websites.
6. Unauthorized use of FLASH's name, trademarks or copyrighted material (e.g. reproducing FLASH's forms, business cards, etc.).
7. Violation of any federal, state or local laws or regulations.

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8. Stacking: Customer stacking is when an FBL acquires customers and places them under a downline FBL other than the FBL that originally acquired the customers.
9. Claiming to be somebody else when calling FLASH or a FLASH Provider, such as an FBL representing themselves as a customer.
10. Completing an application, order, or agreement on behalf of someone else, including an FBL's upline or sponsor completing any agreement on behalf of the Flash Brand Leader.
11. Tampering with or misusing any FLASH product intended for resale, including modifying, repackaging, or altering a product or removing or modifying any label, instruction, literature, or packaging.
12. Harassment, intimidation, threats, and abusive behavior will not be tolerated, including, but not limited to, physical, verbal, and online abuse, and any inappropriate or unwelcome written, verbal, electronic, or physical sexual advances or behavior directed towards another FLASH authorized independent distributor, an employee or representative of FLASH, the FLASH Related Companies, or the FLASH Providers, or any customer.
13. Making any payment or gift with the purpose of influencing the acts or decisions of officials. Flash Brand Leaders must comply with all anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act.

FLASH reserves the right to limit or disallow any activities that cast negative aspersions on the integrity, truthfulness, and/or reputation of FLASH.

B. Acquiring Customers. Each Flash Brand Leader has the right to sign up as many personal customers as it wishes. FBLs are prohibited from acquiring customers through telemarketing, direct mail, sweepstakes, contests and drawings, door to door sales, or use of any third party solicitation. FLASH only authorizes sales by means of direct solicitation of customers known to the FBL. Products and services may only be sold in person or online using an approved FBL Personal Storefront or by directing customers to the corporate FLASH shopping site at www.miacn.com, and no internet sales via third party websites, auction sites such as ebay, or other means of general online retailing is permitted unless expressly approved by FLASH. Additional requirements for the proper sales and marketing of products and services may be found in the attached Marketing and Advertising Policy, and on the FLASH corporate website at www.miacn.com, which all Flash Brand Leaders must review on a regular basis to ensure that all sales and marketing activities are conducted in compliance with such policies.

Flash Brand Leaders are prohibited from entering the name or FBL Number of another FBL on any order, which is considered customer stacking. Flash Brand Leaders are responsible for the validity of the orders of all customers that appear on their Personal Customer List. Therefore, Flash Brand Leaders are encouraged to routinely review their customer lists to ensure that only customers that they have personally enrolled appear on the customer list. If a Flash Brand Leader finds that a customer appears on their customer list that they have not personally enrolled, they must notify Flash Brand Leader Services immediately.

Any completed Services Applications or Order Forms received by an FBL for submission to FLASH on the customer's behalf must be submitted to FLASH promptly, and in no event later than three days from receipt unless otherwise specifically requested by the customer. FBLs must provide a Privacy Notice to any customers from which the FBL receives protected personal information, including if the FBL receives a completed Order Form or Services Application from a customer for submission to FLASH on the customer's behalf

C. Product Purchases. An FBL is not required to purchase any product or service marketed by FLASH. The FLASH Mexico Compensation Plan is designed to provide advancement and any commissions, bonuses, or other compensation an FBL is eligible to receive ("FLASH Payments") based upon the sales of products and services to customers. However, if an FBL chooses to purchase any products or services offered by FLASH, the FBL will be responsible for making all payments for such products or services when due. FLASH may assess a fee for any credit card payments that result in a charge back. If an FBL becomes past due on any bill for services or products provided by FLASH or a company with which FLASH contracts, or owes FLASH any amounts, FLASH may deduct all amounts owed from any FLASH Payments, refunds, or other amounts due to FBL from FLASH. FLASH reserves the right to terminate the Agreement of an FBL that is repeatedly past due in the payment of any service or product, or has multiple charge backs.

Orders for the purchase of products by an FBL from FLASH may be placed online through an FBL Personal Storefront or through the corporate FLASH shopping website. Orders must be paid for in full using an approved payment method before they will be released for shipping, and FLASH may cancel any order for which timely payment is not received.

Flash Brand Leaders are not required to carry inventory of FLASH products, but an FBL may elect to purchase reasonable quantities of FLASH products for resale to personal customers. Inventory loading is strictly prohibited, and FLASH reserves the right to require an FBL to provide satisfactory proof of sales to demonstrate that the FBL has not purchased products in unreasonable amounts or solely for the purpose of qualifying for commissions, bonuses, or advancement in the FLASH Mexico Compensation Plan. By placing an order for FLASH products, a Flash Brand Leader is certifying that at least 70% of the FLASH products previously purchased by that FBL have been consumed or sold.

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D. Product Sales. Flash Brand Leaders may sell FLASH products to their personal customers directly, or may elect to have their personal customers purchase FLASH products directly from FLASH. Orders for the purchase of products from FLASH made through an FBL Personal Storefront will by default be attributed to the FBL Number associated with such website. Orders placed through the corporate FLASH shopping website will be attributed to the FBL Number provided by the customer at the time of order placement. It is the responsibility of the FBL to confirm that orders placed by their customers with FLASH have been processed, paid for, and correctly attributed to the Flash Brand Leader's FBL Number. Any order for which full payment has not been received when due may be canceled by FLASH. Sales will not be considered complete for purposes of the FLASH Mexico Compensation Plan until payment in full is received by FLASH, and FLASH reserves the right to deduct as negative sales any sales that later result in charge backs, returns, refunds, penalties, or fees.

Each Flash Brand Leader must keep accurate records of the disposition of all FLASH products purchased from FLASH by FBL, including the details of all sales of FLASH products made by the FBL directly to personal customers including customer name, product purchased, price, and date of sale. FBLs shall retain such records for a period of two years and provide such records to FLASH promptly upon request. Flash Brand Leaders are prohibited from selling products to non-FBL wholesalers who intend to resell the products.

Flash Brand Leaders must comply with all applicable laws and FLASH policies related to the sale of FLASH products by the FBL.

Flash Brand Leaders may not repackage, re-label, or otherwise alter or tamper with any FLASH products intended for distribution, and shall not distribute any FLASH products that have been opened, tampered with, altered, or damaged in any way. FBLs shall properly store any products intended for distribution, and shall not distribute any FLASH product after the product's printed expiration date. FBLs may not offer, sell, or distribute the products offered by FLASH for sale in Mexico in any other country.

E. Product Exchanges and Returns. FLASH offers a thirty day satisfaction guarantee which allows the consumer to return a product if the consumer is not satisfied for any reason. In the case of SIM Card purchases, the consumer may return if unopened and undamaged, or if opened return only due to a manufacturing defect from origin. For products purchased directly from FLASH, FLASH will offer to provide a full refund (less shipping and handling charges) if the product is returned to FLASH within five days of receipt. Consumers may exchange products or request a FLASH credit to purchase replacement products if the products are returned within thirty days of receipt.

Flash Brand Leaders must honor the FLASH thirty day satisfaction guarantee as well as all applicable consumer protection laws. Flash Brand Leaders must accept returns from personal customers to whom they have directly sold FLASH products for a period of no less than thirty days from the date of sale. In the case of SIM Card purchases, the consumer may return if unopened and undamaged, or if opened return only due to a manufacturing defect from origin. If for any reason an FBL's personal customer is dissatisfied with any FLASH product, the customer may return the product to the FBL from whom the product was purchased within thirty days from the date of purchase for a replacement, exchange, or full refund of the purchase price. In the case of SIM Card purchases, the consumer may return if unopened and undamaged, or if opened return only due to a manufacturing defect from origin.

If FLASH receives a request for a product return from a consumer customer that purchased the product from an FBL and not directly from FLASH, FLASH will direct the consumer to return the product to the FBL; provided, however, that if FLASH elects in the exercise of its sole discretion to accept such a return, FLASH shall be entitled to reimbursement of all of the costs associated with any such return from the FBL identified by the consumer customer as having made the sale and may deduct such costs from any amounts otherwise owing to the FBL.

Tracking information for orders will be made available online to the extent such information is provided by the carrier. Deliveries of visibly damaged shipments should be rejected. Lost or damaged shipments should be reported to FLASH Customer Care in no event longer than 2 days after receipt of the damaged delivery or within 2 days of the date the order is shown as having shipped in the case of a lost shipment. In the event an order is returned to FLASH by the carrier as undeliverable, FLASH Customer Care will attempt to contact the applicable customer and/or FBL, and if the issue cannot be resolved the order will be canceled in accordance with FLASH policies and a refund issued less applicable shipping and handling charges.

Only the FBL or consumer customer that originally purchased a product from FLASH may return that product to FLASH. The FBL or consumer customer sending a product return is responsible for tracking the return shipment. FLASH is not responsible for products lost in transit. FLASH reserves the rights to reject returns of products that have been misused or intentionally damaged, are made for fraudulent purposes, or are otherwise unreasonable.

All product returns may be deducted as negative sales and may result in the reversal of FLASH Payments made to the FBL and their upline organization arising from such sales, and/or the deduction of costs associated with such returns. Product returns made for the purpose of manipulating the FLASH Mexico Compensation Plan for favorable gain will not be accepted, and are considered a material breach of the FLASH Brand Leader Independent Distributor Agreement.

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F. Orders for Services. Orders for the purchase of services from FLASH Providers must comply in all respects with the requirements determined from time to time by FLASH and the applicable FLASH Provider. FBLs are encouraged to find new customers for the purchase of services from FLASH Providers.

Services offered through FLASH that require a customer application (a "Services Application") must be completed by the customer and submitted to FLASH along with an executed FLASH privacy notice. An FBL must not make changes to a Service Application after it has been completed by the customer, and must not submit a Services Application for services that were not actually requested by the customer.

FLASH strictly prohibits any practice that changes or establishes a customer's service without the customer's knowledge or consent. Flash Brand Leaders can avoid any unintentional violations of this policy by utilizing the following procedures:

- Verify information against each new customer's existing services bill for each Services Application that would change a customer's existing service to a new service provider to confirm that the customer's information on the Services Application is accurate, complete, and matches the information on the customer's existing service.
- Verify that the person signing the Services Application is the owner of the account or the person with authority to enter into agreements on behalf of the company that owns the account. It is essential that the person signing the Services Application has authority to change service providers for an existing account and to enter into a contract with a new service provider.
- NEVER sign someone else's name on any document. Flash Brand Leaders are strictly prohibited from signing or modifying a Services Application for a customer even if the customer has provided their verbal consent.

FLASH may examine each Services Application before it is sent to the applicable FLASH Provider. FLASH reserves the right not to process any form that appears to have been modified or contain any invalid information, is incomplete, or with an apparently invalid, omitted or forged signature.

G. Offerings/Terms of Service. FLASH and the FLASH Providers have the sole right to accept or reject orders for products and services, to establish and change without notice the prices of such products and services, as well as to establish the terms and conditions of their offering. FLASH and the FLASH Provider(s) may also discontinue offering or selling any product or service, without liability or obligation to Flash Brand Leaders or customers. Flash Brand Leaders may only offer and sell services and products in accordance with rates, terms and conditions established by FLASH, any regulatory agency and the applicable FLASH Provider(s). All sales representations and activities must be in full compliance with all applicable policies, laws and regulations. Flash Brand Leaders may only use those means of marketing and selling of services and products that are solely acceptable to FLASH and the applicable FLASH Provider(s).

H. Unauthorized Contact. Under no circumstances, is a Flash Brand Leader permitted to directly contact any FLASH Provider unless it is in specific relation to a personal account they may currently have with said provider. In the event that a customer of a Flash Brand Leader is experiencing difficulties with a specific FLASH Provider, Flash Brand Leader shall inform its customer to contact FLASH directly or the appropriate provider of service to resolve the matter.

I. Territorial Rights/Conducting Business Across Borders. Generally Flash Brand Leaders can market services and products and sponsor new Flash Brand Leaders in any country where FLASH and its parent companies, subsidiaries and affiliates conduct business, without exclusivity. However FLASH reserves the right to impose geographical limitations on where certain products and services may be sold, and Flash Brand Leaders must comply with such limitations. Flash Brand Leaders may only promote FLASH in countries where FLASH currently operates, and may only promote the FLASH products and services that are approved by FLASH for sale in such countries. The FLASH products sold in Mexico may not be distributed by Flash Brand Leaders in any other country.

Flash Brand Leaders conducting business in foreign countries must adhere to the FLASH Policies and Procedures governing activities in that country. Furthermore, compensation will be based on the FLASH Compensation Plan of that specific country.

Flash Brand Leaders are responsible for knowing and adhering to all laws and accepted business practices in the countries in which they choose to market. This includes but is not limited to customs and immigration laws, licensing requirements, direct sales rules, consumer protection laws, and accepted marketing practices.

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J. Participation in FLASH Events and Use of FLASH Facilities. Flash Brand Leaders assume all risk and responsibility for traveling to and from and participation in any FLASH events, activities, training, or other gatherings, and for the use of any FLASH equipment or facilities. Flash Brand Leaders must comply with any rules established by FLASH for the use of FLASH equipment and facilities, and agree not to interfere in any manner with the use of such equipment and facilities by FLASH or by any other FLASH authorized independent distributors. FLASH equipment and facilities may only be used for FLASH related business, and for no other purpose. FLASH reserves the right in the exercise of its sole discretion to limit or prohibit the use of the FLASH equipment or facilities at any time.

K. Reports. All FLASH reports identifying customers and/or FBLs, and any other information obtained through an FBL's Back Office ("Reports"), are the proprietary and confidential information of FLASH, whether or not an FBL pays a fee to access such reports. An FBL may not use such Reports for any purpose other than developing FLASH business. During the term of this Agreement and for a period of five (5) years thereafter, FBLs are prohibited from disclosing any FLASH confidential information, including information contained in the Reports, to any third party, or using such information to compete with FLASH, or recruit or solicit any FLASH independent distributor or customer listed on the Reports to participate in other multi-level marketing opportunities. FBLs may not distribute the Reports or the information contained in the Reports directly or indirectly to any individual or company. But for this agreement of confidentiality and nondisclosure, FLASH would not provide the confidential information, including the Reports.

L. Identification Number and Identification Card. All Flash Brand Leaders will be assigned a unique number that identifies them as an FLASH authorized independent distributor. This number is referred to as their FBL Number. It is the Flash Brand Leader's responsibility to ensure this number is provided on all orders for products and services which the Flash Brand Leader desires to have attributed to Flash Brand Leader, and on the FLASH Mexico Flash Brand Leader Application and Agreement of any applicant to become a new FLASH authorized independent distributor that the Flash Brand Leader is sponsoring.

Active Flash Brand Leaders will be issued a Flash Brand Leader Identification Card. This ID Card identifies the Flash Brand Leader before consumer customers as an FLASH authorized independent distributor. It is a violation of FLASH policy for a Flash Brand Leader to allow anyone to use an ID Card or FBL Number other than the Flash Brand Leader to whom the ID Card or FBL Number was issued.

II. Status as an Independent Contractor

A. Claims of Employment. Flash Brand Leaders are independent contractors and not employees of FLASH. Holding the position of Flash Brand Leader means that the Flash Brand Leader is authorized to be an FLASH independent distributor, and shall not be construed as creating a relationship of employee-employer, agency, partnership, franchise, joint venture or labor relationship pursuant to the terms of the article 20 of the Federal Labor Law, between any Flash Brand Leader and FLASH, any FLASH Related Companies, FLASH Providers, or the Flash Brand Leader's sponsor. It is impermissible to assert or imply that a Flash Brand Leader or prospective Flash Brand Leader is or will be or has been employed by FLASH. There is no subordination or economic dependency between Flash Brand Leaders and FLASH. FBLs must have and must maintain their own space for the conduct of their business. Further, FBLs must maintain their own sufficient elements to perform their activities and comply with their obligations. An FBL shall indemnify and promptly reimburse FLASH for any losses, costs, expenses, or other liabilities incurred by FLASH arising from or relating to any claim of employment in violation of this policy.

B. Governing Law and Jurisdiction. The FLASH Brand Leader Independent Distributor Agreement, including these FLASH Mexico Policies and Procedures, are governed by the Mexican commercial laws and its suppletive legislation. In case of any litigation, dispute or claim resulting from or related to the FLASH Brand Leader Independent Distributor Agreement and/or these FLASH Mexico Policies and Procedures, FBLs must submit themselves to the jurisdiction of the competent courts of Mexico City, Federal District, whether local or federal, hereby waiving the jurisdiction of any other courts to which they might be entitled by reason of their present or future domiciles.

C. Contractual Obligations. All Flash Brand Leaders are responsible for any expenses resulting from their business operation. Miscellaneous expenses include, but are not limited to, license or permits required to operate a business, legal fees connected with the use of a business name, telephone expenses, product advertising, etc. Flash Brand Leaders shall not involve FLASH in any contractual relationships relative to their businesses. Flash Brand Leaders cannot and shall not sign contracts, rent or lease office space or equipment, open bank accounts, secure credit, cash negotiable instruments, make purchases or enter into agreements of any kind in the name of FLASH. Such action is prohibited and cause for termination of the FLASH Brand Leader Independent Distributor Agreement. Each Flash Brand Leader shall hold FLASH, its shareholders, partners, members, directors, officers and employees harmless from any claims, damages or liabilities arising out of such action.

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D. Reporting Taxes. Flash Brand Leaders are not considered employees for purposes of the Income Tax Law, the Social Security Law or any other laws governing employees. It is the Flash Brand Leader's responsibility to file all applicable tax returns and make all applicable tax payments, including self-employment and income tax payments, as required by law. FLASH does not deduct taxes from FLASH Payments except to the extent required by law.

III. Legal Entities and Spouses as Flash Brand Leaders

A. Legal Entities. A limited liability company (sociedad de responsabilidad limitada) or corporation (sociedad anónima) may become a Flash Brand Leader subject to submission of a completed FLASH Mexico Flash Brand Leader Application and Agreement, a completed Business Entity Addendum, and all required documentation and review and approval by FLASH. Each owner, shareholder, and partner of the business entity, and any person profiting from or acquiring customers for the Flash Brand Leader position held by the business entity is considered a participating Party and must be identified and must execute the Business Entity Addendum indicating their personal agreement to abide by the terms and conditions contained in the FLASH Mexico Independent Distributor Agreement, which includes compliance with these FLASH Mexico Policies & Procedures and FLASH Mexico Compensation Plan. Each Participating Party will be bound by the restrictive covenants contained in the Agreement, including the non-solicitation and confidentiality provisions. FLASH does not permit individuals that do not have an ownership interest in the business entity and do not execute a Business Entity Addendum to acquire customers, recruit other independent distributors, or otherwise hold themselves out as an FLASH authorized independent distributor. The Flash Brand Leader must notify FLASH of any changes to the Participating Parties, and certain changes may constitute a transfer of the Flash Brand Leader position. No individual may participate in more than one Flash Brand Leader position without the prior written approval of FLASH. It is against FLASH policy for an individual to have percentage ownership interests in multiple Flash Brand Leader positions totaling more than 100%. Trusts cannot hold a Flash Brand Leader position.

B. Spouses. A husband and wife may operate under the same Flash Brand Leader position or hold separate Flash Brand Leader positions; provided, however, that if the husband and wife choose to hold separate Flash Brand Leader positions, then one spouse must be directly sponsored by the other. Spouses that choose to operate the same position must identify one individual that will be primary and will be entitled to receive any FLASH Payments, and both spouses must complete and execute the Flash Brand Leader Application and Agreement for the shared position. If an individual that previously operated a position with a spouse applies for a new Flash Brand Leader position in their own name, that individual agrees that by applying for such position they are representing that they have not had any interest and or benefit in any other Flash Brand Leader position within the 12 months prior to the new position Start Date. FLASH reserves the right to ensure that husband and wife distributorships independently operated are correctly sponsored and make any necessary corrections.

In the case of divorce of spouses that are both operating the same Flash Brand Leader position, the divorcing spouses are required to provide FLASH either with sufficient legal paperwork or a written statement signed by both parties which confirms the dissolution of the marriage and notifies FLASH of the effect on the ownership of the position. In case of a dispute between the spouses or former spouses holding a single Flash Brand Leader position, FLASH reserves the right to place the position(s) on Revenue Hold until agreement is reached by both parties or proof of a legal determination regarding FLASH Payments is provided, or to consider the individual listed as primary on the position to be the owner of the position.

IV. Sponsoring New Flash Brand Leaders

A. Application and Agreement. Applicants to become FLASH authorized independent distributors must complete and sign their own FLASH Brand Leader Independent Distributor Application and Agreement. The application and agreement cannot be completed by the sponsor or upline on behalf of the Applicant.

B. Representation. Flash Brand Leaders shall make no claim or inference to prospective Flash Brand Leaders as to the anticipated or actual income a Flash Brand Leader might earn. FLASH makes no guarantees of income, nor assurances of any profits or success. Furthermore, any profits or success resulting from activities as a Flash Brand Leader will be based upon customer acquisition and the amount of services or products purchased by those customers. Any success achieved will be based solely upon the Flash Brand Leader's effort, commitment and skills.

Each Flash Brand Leader understands that no regulatory authority ever reviews, endorses or otherwise approves any product membership or compensation program of any marketing company. As such, each Flash Brand Leader shall make no such claim to a prospective Flash Brand Leader. In the event that a question arises concerning FLASH's compliance with the law, such question shall be submitted to FLASH in writing. Flash Brand Leaders shall make no false claims or misleading statements concerning these relationships and understand that if they do, their relationship with FLASH may be terminated and all commissions and bonuses forfeited.

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Flash Brand Leaders agree to indemnify and hold FLASH and its shareholders, partners, members, directors, officers, agents, and employees harmless from all claims, damages and expenses, including attorneys' fees, arising out of actions, omissions, or conduct in violation of the FLASH Brand Leader Independent Distributor Agreement.

C. Flash Brand Leader Disputes. FLASH may or may not mediate any disputes between two or more Flash Brand Leaders if requested to do so by all of the parties involved in the dispute. FLASH, however, reserves the right to review sponsoring practices at any time. If FLASH agrees to mediate any dispute, its findings shall be binding on all parties involved in the dispute.

D. Changing Sponsorship. FLASH believes in and maintains the maximum protection of the Flash Brand Leader's relationship with its sponsor. Therefore, changing sponsors is strictly prohibited. It is the responsibility of the Flash Brand Leader to ensure the sponsor information submitted on the FLASH Mexico Flash Brand Leader Application and Agreement is accurate and complete.

A Flash Brand Leader may join FLASH under a new sponsor only after a period of no less than one (1) full calendar year from the date of cancellation of their Agreement or no less than one full calendar year after a Flash Brand Leader fails to renew or cancels their distributorship. All cancellations must be in writing and delivered to FLASH.

FLASH reserves the right to change sponsorship if it is found that unethical or misleading practices were used, or if in the exercise of FLASH's sole discretion such change is equitable and necessary to preserve the integrity of the business opportunity or comply with the FLASH Mexico Policies and Procedures.

V. Changes and Transfers of Flash Brand Leader Positions

A. Transferring a Flash Brand Leader Position. To protect the integrity of the business opportunity, a Flash Brand Leader position may not be sold, assigned, licensed, or transferred in any manner in whole or in part without FLASH's prior written consent, which FLASH may withhold or condition in the exercise of its sole discretion. Prior to any such transfer of a Flash Brand Leader position, a written request for consent must be sent to FLASH by Flash Brand Leader. FLASH will inform Flash Brand Leader what additional documentation will be required in order for FLASH to evaluate the proposed transfer. If FLASH consents to the transfer, such consent will be conditioned upon receipt by FLASH of a completed FLASH Mexico Brand Leader Application and Agreement and all accompanying required documentation. For more information, Flash Brand Leaders should contact Flash Brand Leader Services.

Any transfer of a Flash Brand Leader position without FLASH's consent will be null and void. Therefore, the Flash Brand Leader MUST NOT accept any funds from a potential buyer until the sale has been approved by FLASH and finalized. FLASH charges a \$13,000 MXN + VAT transfer fee to process any approved transfer. Flash Brand Leader shall not send the transfer fee until FLASH has approved the sale. To transfer an existing individual's Flash Brand Leader position to a business entity, in addition to a written request from the existing Flash Brand Leader, the business entity must submit an FLASH Mexico Flash Brand Leader Application and Agreement, a complete Business Entity Addendum, and such other documentation as FLASH may reasonably request. FLASH reserves the right to accept or reject such request in the exercise of its sole discretion.

Business entities that have any change of ownership must notify FLASH of such change in ownership within thirty days following the change. The new Participating Parties must agree in writing to comply with the terms of the FLASH Brand Leader Independent Distributor Agreement, including these FLASH Mexico Policies and Procedures and the FLASH Mexico Compensation Plan. If there is a change in ownership of fifty percent (50%) or greater, then the rules regarding the transfer of a Flash Brand Leader position apply, including the transfer processing fee.

B. Transfer/Disposition Upon Death/Incapacity. Upon the death or incapacity of a Flash Brand Leader, or of the sole Participating Party in a business entity's Flash Brand Leader position, the rights to any accrued FLASH Payments shall pass to the designated successor in accordance with applicable law. In the event such successor desires to continue to operate the Flash Brand Leader position, said successor must notify FLASH in writing prior to actively working the position, provide all of the information requested in the FLASH Brand Leader Independent Distributor Application and Agreement, and agree to comply with all the terms of the FLASH Brand Leader Independent Distributor Agreement, including these FLASH Mexico Policies and Procedures and the FLASH Mexico Compensation Plan. In the case of a transfer to an existing Flash Brand Leader, or to an individual listed as a Participating Party for an existing Flash Brand Leader position, the individual will need to contact FLASH to discuss its options in either maintaining the status or transferring it, which options will be based upon the particular circumstances regarding the inherited position and the existing position. If the transfer is of a temporary nature (i.e. the Flash Brand Leader is temporarily incapacitated), the subsequent activation and deactivation will likewise be temporary.

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C. Change of Flash Brand Leader Information. Flash Brand Leaders must report any changes to the information requested in the FLASH Brand Leader Independent Distributor Application and Agreement, including changes of address, telephone number, email address, or change of FBL type between Individual and Individual with Business Activities, online through the FBL Back Office or by sending written notification to FLASH, or by calling FLASH Brand Leader Services. Flash Brand Leaders must also notify FLASH of changes to marital status for positions held by spouses, and of changes in a business entity's Participating Parties or ownership.

VI. Compensation

Flash Payments should never be deemed as a "salary" pursuant to the article 82 of the Federal Labor Law.

A. Reports. Hierarchy Reports and other reports are available for a fee from the FLASH backoffice website. Personal Customer Lists are available free of charge in the Communication Center on MyACN. The FBL acknowledges and agrees such information is proprietary and confidential to FLASH and is transmitted to the FBL in strict confidence. The information provided may not be distributed to any other individual or company. But for this agreement of confidentiality, FLASH would not provide the above information.

B. Eligibility for Compensation. In order to be eligible to receive FLASH Payments, a Flash Brand Leader must (1) be a party to a valid FLASH Brand Leader Independent Distributor Agreement in effect on the date such compensation is scheduled to be paid, and (2) have a Flash Brand Leader status of "active", and not be in a revenue hold status on the date such compensation is scheduled to be paid, and (3) have provided valid bank account information and tax identification numbers as required by FLASH, (4) be in compliance with all applicable FLASH requirements regarding electronic invoicing if applicable, and (5) be in compliance with the Agreement, the FLASH Mexico Policies and Procedures, and the FLASH Mexico Compensation Plan. Any FLASH Payments that an FBL is otherwise eligible to receive upon fulfillment of all applicable requirements but which are pending receipt of required information or invoice, will be forfeited if such information or invoice is not received by the earlier of the termination of this Agreement or one year from the date such FLASH Payment is originally scheduled to be paid.

In order to be eligible to receive compensation intended for earned position levels, Flash Brand Leaders must be at the earned position level on the date the applicable FLASH Payment is calculated.

C. Customer Acquisition Bonuses (CABs). Customer Acquisition Bonuses are weekly bonuses paid to FBLs who have qualified per FLASH's Compensation Plan and who have assisted their newly sponsored Team Trainer to become qualified by meeting the minimum qualifications required per the FLASH Compensation Plan within the required time.

CABs are processed each weekend and released on Mondays. All documentation necessary for CAB qualifications must be received and processed by FLASH by 2 pm Eastern Time on Wednesday for a CAB payment to be issued that week.

Customer Acquisition Bonuses are paid to FBLs who meet the minimum qualifications of the level, as shown on the FLASH Compensation Plan at the time the new FBL Agreement is received and processed by FLASH. Once the new FBL meets the TT qualifications within the required time, then the CAB will be distributed to appropriate eligible upline FBLs. CABs and bonuses will be paid after 14 days following a new Team Trainer's start date once they qualify.

An FBL's start date is determined by the date of payment of their TT application fee or the date their first customer is entered.

D. Commissions. Commissions are paid monthly to all levels in the FLASH Compensation Plan. Commissions are calculated based on the commissionable revenue on services and products used by your customers and the customers in your organization, according to the Compensation Plan for the country in which the services are provided. Commissionable revenue is billed revenue less taxes, non-revenue surcharges and an allowance for bad debt (Refer to section VII E. "Commissions - Reversal of CABs or Commissions). FLASH reserves the right to reduce commissionable revenue by a percentage factor for promotional plans, products, negotiated pricing or certain services.

Commissions are released on the first business day following the third Friday of each month. Commissions are paid the third month after the close of the month the customer is billed. Thus, if a FLASH customer is billed for services in April, commissions will be paid on that customer's usage in July. The commission qualifications listed on the Compensation Plan are minimum qualifications. FLASH recommends that FBLs exceed the minimum qualifications in order to ensure that they remain fully qualified in the event that one or more customer cancels service.

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All customers submitted for your commission qualifications must be received and processed by FLASH by 2 pm Eastern Time on the first Friday of the month. A Payment Processing Fee will be deducted from each CAB and commission payment to cover processing costs relating to the issuance of the payment and the statement. A payment will not be issued until the total amount (less the Payment Processing Fee) is greater than \$130 MXN.

E. Compensation Adjustments. FLASH reserves the right to retract the payment of any CAB or commission if it is found that a customer used to qualify for a CAB or a certain commission level was not a valid billing customer. Returns for refunds or credit, or chargebacks, will be deducted as negative sales from FLASH Payment calculations and qualification determinations, and FLASH reserves the right to make compensation and qualification adjustments for all FBLs who benefit from sales that are later returned. FLASH may elect, in the exercise of their sole discretion, to deduct such adjustments from future FLASH Payments or to require immediate repayment in full of any amounts owed.

FLASH reserves the right to adjust commission payments for bad debt. The bad debt deducted may be based on the overall bad debt average and/or specific deductions on an account by account basis or a combination thereof.

If an FBL is found to be targeting customers whose service was previously cancelled by another service provider for nonpayment, or targeting those customers who knowingly have credit problems, that FBL's status may be suspended and/or terminated. In addition, the FBL may be held liable for any unpaid debts.

F. Personal Customers and Qualifications. Each order for FLASH Products and Services must contain the FBL Number of the FBL that acquired the customer. Flash Brand Leaders are prohibited from entering the name or FBL Number of another Flash Brand Leader on an order. Flash Brand Leaders are responsible for the validity of the orders of all customers that appear on their Personal Customer List. Therefore, Flash Brand Leaders are encouraged to routinely review their customer lists to ensure that only customers that they have personally enrolled are appearing on the customer list. If a Flash Brand Leader finds that a customer appears on their customer list that they have not personally enrolled, they must contact FLASH Customer Care immediately.

Establishing customer accounts for the purposes of qualifications or compensation when the customer does not intend to use the service or product or when the customer is not aware that such an account has been established is unethical and is subject to disciplinary action up to and including termination of the offending FBL's distributorship. FLASH reserves the right to remove these customers from the Flash Brand Leader's position if FLASH determines in the exercise of its sole discretion that unethical activities occurred.

A customer account cannot count toward qualifications for more than one position and cannot be moved from one Flash Brand Leader to another. Existing FLASH customers who also become a Flash Brand Leader can claim their own account from an existing Flash Brand Leader's position forty-five (45) calendar days from the new Flash Brand Leader's start date.

This document is to be used in conjunction with the latest FLASH Compensation Plan documentation available on MyACN for FBLs in order to receive the latest adjustments pertaining to qualification.

H. Errors and Omissions. Flash Brand Leaders must report any purported errors in FLASH Payment calculations, Reports, orders, charges, or other information to FLASH within thirty (30) days of the date of the purported error. FLASH will not be responsible for any errors not reported in this time frame.

VII. Compliance and Cooperation

A. Violations. These FLASH Mexico Policies and Procedures were created as a guideline for FLASH and all Flash Brand Leaders and serve to protect the rights of both parties and are intended to ensure proper functioning of daily business operations. FLASH reserves the right to amend these policies and procedures from time to time as FLASH deems necessary. Any Flash Brand Leader who violates any provision of the FLASH Brand Leader Independent Distributor Agreement, which includes all of the policies and procedures described herein, may have their FLASH Brand Leader Independent Distributor Agreement terminated by FLASH. Termination cancels any and all rights the Flash Brand Leader may have in the position and terminates the Flash Brand Leader's authorization to operate the position. In the event a dispute arises between FLASH and a Flash Brand Leader as to their respective rights, duties and obligations under this Agreement, or in the event of a claim of breach of this agreement by either party, such dispute shall be exclusively resolved by the competent courts of Mexico City, Federal District as described in the Agreement. Under no circumstance will a Flash Brand Leader who is terminated for a violation be entitled to any refund of their original application fee or be allowed to transfer their customers or their Flash Brand Leader position to another party.

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A Flash Brand Leader is fully responsible for any activity that is performed by any third party using Flash Brand Leader's FLASH ID, FBL number, or FLASH login credentials, and Flash Brand Leader must promptly notify FLASH of any such use.

If any individual associated in any way with a business entity that operates a Flash Brand Leader position violates FLASH Mexico Policies and Procedures, such violation will be deemed a violation by the Flash Brand Leader entity and FLASH may take disciplinary action against the Flash Brand Leader entity.

B. Cooperation. A Flash Brand Leader is required to cooperate with any investigation by FLASH into issues of compliance and alleged violations by Flash Brand Leader and Flash Brand Leader's organizational network, including by promptly responding to inquiries by FLASH and providing requested documentation. Flash Brand Leaders should notify FLASH if they become aware of serious or repeated violations by other FLASH authorized independent distributors.

C. Third Party Claims. Flash Brand Leaders must notify FLASH in writing of any serious allegation, or actual or threatened claim or lawsuit brought or made against Flash Brand Leader by a third party arising from or relating to FLASH, the FLASH Products and Services, the FLASH Intellectual Property, or Flash Brand Leader's conduct as an FLASH authorized independent distributor within three (3) days of receiving notice of such allegation, claim or suit. FLASH and the FLASH Related Companies may, at their own expense and with notice, take whatever action they deem necessary (including, but not limited to, controlling any litigation or settlement discussions related thereto) to protect themselves, their reputation, and their tangible and intangible property, and Flash Brand Leaders agree to take no action related to such claim and suit without FLASH's prior consent.

VIII. Non-Solicitation, Non-Disparagement, and Non-Association

A. Non-Solicitation. Flash Brand Leaders shall not, directly or indirectly, sell or solicit customers for products or services offered by FLASH through any person or entity other than that specifically designated or approved in writing by FLASH. During the term of their FLASH Brand Leader Independent Distributor Agreement and for a period of one (1) year thereafter, Flash Brand Leaders shall not directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of FLASH or any FLASH Provider, whether or not originally procured by the Flash Brand Leader or whether the Flash Brand Leader brought such customer to FLASH (such activities are collectively referred to and included herein as 'solicitation'). All customers solicited by a Flash Brand Leader on behalf of FLASH and FLASH Providers are deemed to be customers of FLASH or the FLASH Provider and not of the Flash Brand Leader. Such solicitation prohibition shall be strictly enforced and each FLASH Provider shall be a third party beneficiary of this prohibition.

Further, during the term of an FBL's FLASH Brand Leader Independent Distributor Agreement and for a period of one (1) year thereafter, a Flash Brand Leader may not enter into a direct marketing relationship with any FLASH Provider, and may not solicit an FLASH authorized independent distributor or former FLASH authorized independent distributor, whether active, inactive, individual or entity, to participate in a network marketing program offered by any other company. Without limiting in any way FLASH's right to pursue all rights and remedies available to it, violation of this covenant and condition will result in, but is not limited to, forfeiture of all rights in any Flash Brand Leader position and FLASH Payments, including all current and future commissions, bonuses and payments of any kind.

B. Non-Disparagement. Flash Brand Leaders must not make misleading, unfair, inaccurate, or disparaging claims, representations, or statements about (i) FLASH, the FLASH Related Companies, the FLASH Providers, or their respective employees, representatives, or competitors; (ii) the FLASH Products and Services; (iii) other FLASH authorized independent distributors, the FLASH Compensation Plan, or the FLASH opportunity; or (iv) FLASH customers.

C. Non-Association. When selling FLASH Products and Services or training or recruiting other FLASH authorized independent distributors, Flash Brand Leaders may not promote, advocate, sell, or include literature, books, or other material that promotes any other products, services, opportunity, organization or individual, whether religious, political, business, or social, or that implies any association between the FLASH and any other organization. FLASH related or sponsored events, functions, calls, facilities, and websites may not be used as a forum to promote products and services other than the FLASH Products and Services, or express personal beliefs, or promote other opportunities, organizations, companies, events, or individuals.

IX. Confidentiality and Noninterference, and Nondisclosure of Proprietary Information

During the term of the relationship with FLASH, the Flash Brand Leader may receive information or data constituting the Confidential Information of FLASH and/or the FLASH Related Companies and/or the FLASH Providers, and/or consumer customers or other FBLs, in which event, the Flash Brand Leader shall treat such Confidential Information as strictly confidential and wholly owned by FLASH, as applicable. No Flash Brand Leader may, for any reason, nor in any manner, directly or indirectly use, sell, lend, lease, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such item of information or data to any person or entity for any purpose other than as authorized by FLASH in writing. Confidential Information shall mean any proprietary and confidential data or information which is not publicly known or available to the competitors of FLASH, the FLASH Related Companies, or the FLASH Providers. Confidential Information also includes without limitation, information regarding FLASH or its partner/carrier/supplier/service provider(s), Flash Brand Leaders, customers or prospective customers, marketing methods, business and technical plans, product information and pricing. The definition of Confidential Information includes "trade secrets" which shall mean that portion of Confidential Information which constitutes trade secrets as defined by applicable law and including, without limitation, confidential computer programs, software, designs, processes, procedures, formulas and improvements, whether copyrightable or not.

Flash Brand Leaders must use their best efforts to safeguard and maintain the confidentiality of all confidential Information, including without limitation by not making extra copies, storing in a secure location, until it becomes generally available to the public through no fault of their own or FLASH agrees in writing that such information may be disclosed or is otherwise no longer deemed to be confidential.

On a periodic basis, FLASH may supply Reports and data processing information to the Flash Brand Leader, which will provide information to the Flash Brand Leader concerning the Flash Brand Leader's organization, product purchases and product mix. Flash Brand Leaders agree that such information is proprietary and confidential to FLASH and is transmitted to the Flash Brand Leader in confidence. The Flash Brand Leader agrees that it will not disclose such information, directly or indirectly, to any third party nor use the information to compete with FLASH in any manner. The Flash Brand Leader and FLASH agree that, but for this agreement of confidentiality and nondisclosure, FLASH would not provide the confidential information to the Flash Brand Leader.

X. Privacy Policy

A. Personal Information. FLASH is committed to protecting the privacy of its Flash Brand Leaders' and customers' personal information. "Personal Information" means any information about an identifiable individual, other than business contact information. FLASH protects personal information by maintaining strict physical, electronic, and procedural safeguards that meet or exceed applicable federal laws and regulations.

Unauthorized access to or disclosure of Personal Information, including account information, or personal identification number, is a violation of FLASH's Privacy Policy, and is strictly prohibited.

(a) The Flash Brand Leader acknowledges that FLASH may share its contact information, including primarily email address, phone number, and physical address, with other Flash Brand Leaders in its upline. One of the key purposes of any such sharing is to improve the effectiveness of the contact management tool available through Flash Brand Leader's back office.

In order to ensure the special integrity of Flash Brand Leaders' personal information, and to protect Flash Brand Leaders positions from unauthorized access, FLASH requires all Flash Brand Leaders to adhere to the following procedures:

- Each prospective FLASH independent distributor must complete and sign their own Agreement, and complete their own sign-up process on the FLASH website at www.miacn.com.
- A Flash Brand Leader's upline or sponsor should not complete any agreement on behalf of the Flash Brand Leader, or obtain account information, including position numbers and passwords.
- Flash Brand Leader account information and passwords should not be accessed by, or provided to anyone but the Flash Brand Leader whose name appears on the Agreement.

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(b) The Flash Brand Leader acknowledges that, in the course of the performance as an FBL, it will be provided with and have access to Personal Information and that such Personal Information is confidential. The Flash Brand Leader agrees that such Personal Information will be collected, used and disclosed only for the purposes for which it was collected and only in relation to the provision of FLASH's services or products or this Agreement, that it will safeguard such Personal Information by appropriate organizational, physical and technological means and not, other than as required in relation to the provision of FLASH's services or products, disclose, transfer, sell, assign, publish or otherwise make available any Personal Information for its own use or the use of any other person or entity except where disclosure may be required to comply with a court order or if requested by a government institution which has the lawful authority to obtain the Personal Information, or if otherwise required by law.

Upon reasonable request, the Flash Brand Leader shall provide FLASH access to, and the right to inspect, any or all Personal Information collected, used or disclosed by the Flash Brand Leader during the course of the Agreement.

The Flash Brand Leader agrees to co-operate with FLASH in any regulatory investigation or in any internal investigation regarding any alleged privacy breach or complaint. The Flash Brand Leader shall, at the prior written request of FLASH, promptly return any Personal Information and all copies thereof in any form whatsoever under the power or control of the Flash Brand Leader to FLASH, and delete the Personal Information from all retrieval systems and databases or destroy same as directed by FLASH and furnish to FLASH a certificate of such deletion or destruction signed by the Flash Brand Leader or its legal representative(s).

In compliance with the provisions of the Federal Law on Protection of Personal Data Held by Private Parties ("Ley Federal de Protección de Datos Personales en Posesión de los Particulares" or ("PDPL"), each Flash Brand Leader that is provided with and/or has access to customers' Personal Information or prospective FLASH independent distributors' Personal Information, shall make available to its customers and prospective FLASH independent distributors a privacy notice (the "Privacy Notice"), whether by means of a written or electronic document in Spanish, in the following terms:

"[INSERT FULL NAME OF THE FBL], with domicile at [INSERT FULL PHYSICAL ADDRESS OF FBL] (the "Flash Brand Leader") is an authorized Flash Brand Leader of Oportunidad ACN México, S. de R.L. de C.V. ("FLASH"). The Flash Brand Leader is committed to observing the principles of legality, consent, information, quality, purpose, loyalty, proportionality and liability dictated by the Federal Law on Protection of Personal Data Held by Private Parties ("PDPL"). The Flash Brand Leader is responsible for the personal information it has collected or will obtain in the future from its customers, of the use of the same and of its adequate protection. In this context and in accordance with the provisions of articles 15 and 16 of the PDPL as well as related articles and provisions of its Regulation, the Flash Brand Leader does hereby inform you ("Customer") of the purposes of the treatment of Customers' personal information:

1. Personal information obtained by the Flash Brand Leader shall be used for the following purposes: (i) to provide services to Customer; (ii) to administer purchases made by Customer of FLASH products and services; (iii) for commercial purposes including delivery of products and services; (iv) for tax and invoicing purposes; (v) to comply with Flash Brand Leader's obligations with Customer; (vi) for internal control purposes including reporting to FLASH of the status of the Flash Brand Leader's relationship with Customer and/or the provision of products and services to Customer; (vii) for statistical purposes, among others.
2. For the purposes set forth above, the Flash Brand Leader may collect personal information such as name, phone number, address, email, fax, date of birth, Federal Tax-Payer Number (RFC), credit card data, data on bank accounts, etc.
3. Customer expressly agrees and authorizes the Flash Brand Leader to transfer Customer's personal information to FLASH and other third parties that must obtain such personal information for the purposes of ordering and providing products and services purchased by Customer.
4. Consent to use the personal information pursuant to the terms and conditions described in this Privacy Notice, is considered to have been granted by Customer provided that Customer expresses no objection concerning this Privacy Notice.
5. The Flash Brand Leader undertakes to obtain the consent from Customer if the use relates to sensitive personal data as defined in the PDPL, except upon the occurrence of any of the exceptions provided for in article 10 of the PDPL.
6. If you have any questions or concerns about Flash Brand Leader's privacy practices you can contact Flash Brand Leader through email at [INSERT EMAIL ADDRESS OF FBL] or telephone at [INSERT FBL TELEPHONE NUMBER].

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7. You may revoke the consent granted for the treatment of your personal information by submitting a written request at the Flash Brand Leader's address provided above or by email at [INSERT EMAIL ADDRESS OF FBL]. Likewise you have the rights (i) to have access to your personal information that is in Flash Brand Leader's possession, and to the details of its treatment; (ii) to update or rectify such personal information if it is inaccurate; (iii) to demand that the personal information be cancelled, deleted or destroyed (when the purposes for which it was collected have been fulfilled) and (iv) to oppose to the use of personal information for specific purposes or for a legitimate cause. These rights of access, rectification, cancellation and opposition can be exercised by submitting a written document that contains the following: your name and address; documents proving your identity or documents evidencing representation of the Customer; a clear and precise description of the personal information with respect to which you seek exercising any of these rights, and description of your request. This document must be sent to Flash Brand Leader's address or email address indicated above. Flash Brand Leader is obliged to respond to such request within a period of twenty days from the date of receipt thereof.
8. Flash Brand Leader reserves the right to update and/or change the terms of this Privacy Notice at any time, in which case it shall notify this situation by email to the email address provided by Customer."

The FBL shall be required to provide FLASH with proof that FBL's customers have received required Privacy Notices upon request from FLASH. Accordingly FBL's are encouraged to collect and retain a written acknowledgement of receipt of the Privacy Notice from all customers from whom the FBL collects or accesses Personal Information.

B. Indemnification. The Flash Brand Leader agrees to indemnify and hold FLASH harmless from any liability, expenses, or other costs, including but not limited to court costs and attorney's fees, arising from claims and actions against FLASH relating to the Flash Brand Leader's violation of the PDPL or the Flash Brand Leader's collection, use or disclosure of Personal Information.

C. Termination. In the event an FBL breaches any applicable privacy laws or FLASH policies relating to such laws, FLASH may terminate the FBL's FLASH Brand Leader Independent Distributor Agreement.

XI. Amendments

FLASH may amend the FLASH Brand Leader Independent Distributor Agreement, including these FLASH Mexico Policies and Procedures, and the FLASH Mexico Compensation Plan, at any time by posting the revisions on the FBL Back Office. Flash Brand Leaders must regularly check the FLASH website for such revisions. Any such changes made by FLASH shall be incorporated as part of the FLASH Brand Leader Independent Distributor Agreement and may apply: (1) upon the date of execution or posting of the amended Agreement on the FLASH website, or (2) prospectively to some specified date in the amendment. No amendment shall apply retroactively. By continuing to accept benefits hereunder, including but not limited to the receipt of FLASH Payments, purchase of FLASH Product and Services at discounted prices, and utilizing the Back Office, Flash Brand Leaders are affirming acceptance of the FLASH Authorized Independent Distributor Agreement, including these FLASH Mexico Policies and Procedures and the FLASH Mexico Compensation Plan, and any amendments thereto. In the event of a conflict between these FLASH Mexico Policies and Procedures and the FLASH Brand Leader Independent Distributor Agreement, the FLASH Brand Leader Independent Distributor Agreement shall control.

FLASH Commitment to Flash Brand Leaders

We are offering a program that will prove to be financially beneficial for those with the motivation to achieve. It offers the freedom to design personal goals, an opportunity to develop long-term stability, and a relationship of respect with our company. The relationship between FLASH and its Flash Brand Leaders is that of a team, based on mutual trust, respect and integrity. By assisting our Flash Brand Leaders in achieving their goals and dreams, FLASH strives to demonstrate the true meaning of a team. This is our commitment to our Flash Brand Leaders.

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APPENDIX 1 – MARKETING AND ADVERTISING POLICY

I. General Marketing and Advertising Policy

FLASH has developed a success system based on solid experience and knowledge. As such, we have created marketing materials, business tools and activities to fully support this model. No other marketing materials or activities are necessary to become successful as a Flash Brand Leader. Therefore, FLASH strongly discourages our Flash Brand Leaders from creating and/or distributing any marketing materials. Marketing materials for the purpose of this policy is not limited to printed material, but also includes website and online content, appearances and media representation.

Flash Brand Leaders must obtain prior written approval from FLASH for any materials created for their FLASH business. Flash Brand Leaders must complete the Request Form available on <https://myacn.acninc.com> for Flash Brand Leaders and send it attention to FLASH Supplemental Advertising via one of the methods available on the request form. Any written approval given by FLASH will only be for the material submitted and reviewed. Any additional material will need to be re-submitted for approval. All changes to personal marketing material requested by FLASH must be made. If not, the Flash Brand Leader will be found to be non-compliant with FLASH's Policies and Procedures, and further action will be taken up to and including deactivation.

All approval for Flash Brand Leader marketing and advertising remains at the sole discretion of FLASH.

II. Use of FLASH's Identity

In addition to our Flash Brand Leaders and employees, FLASH's identity is one of its most valuable assets and, therefore, must be protected at all times in order to maintain its integrity for all. As such, Flash Brand Leaders are strictly prohibited from representing themselves as having any other affiliation with FLASH other than as a "Flash Brand Leader" at any time or in any manner.

Also, Flash Brand Leaders are strictly prohibited from using FLASH logos, names, trademarks, or other proprietary information belonging to FLASH or its parent companies, subsidiaries and affiliates, unless approved in writing by FLASH. This includes, but is not limited to, website URLs, online content, marketing materials, photography, signage, etc. Only FLASH and its parent companies, subsidiaries and affiliates are authorized to use such logos, names, trademarks and other proprietary information. The production of any material containing logos, names, trademarks and other proprietary information of FLASH is strictly prohibited without prior written authorization.

III. Cold Marketing in Customer Acquisition and Recruiting

FLASH is a network marketing company that is focused solely on relationship, or "warm marketing" techniques. FLASH strictly prohibits Flash Brand Leaders from engaging in any "cold marketing" techniques for purposes of customer acquisition or recruiting individuals to become authorized independent distributors at any time. Cold marketing is defined as any promotional activity that is geared toward random individuals who have no personal, business, social or acquaintance relationship(s) with the promoter. Examples of cold marketing include, but are not limited to, mass advertising, purchased leads, trade show participation, door-to-door selling, telemarketing, pamphlet distribution, sale on public streets or highways, etc. FLASH also strictly prohibits the purchase or sale of customers at any time.

Furthermore, FLASH allows, yet highly discourages cold marketing techniques for purposes of recruiting other Flash Brand Leaders, as these can be costly, ineffective, and highly distracting to a Flash Brand Leader's network marketing efforts. The use of telemarketing and "speed dial" (random or auto dialing) for recruiting purposes is strictly prohibited. If a Flash Brand Leader disregards FLASH's recommendation and uses cold marketing techniques in recruiting efforts only, then that Flash Brand Leader is responsible for adhering to any applicable laws, limitations or regulations that govern such techniques, including the accuracy of all information resented. In addition, any materials, scripts, advertisements, literature, videos, audios, etc., used in conjunction with a cold marketing effort must strictly adhere to FLASH's complete policy "Development and Use of Independent Marketing Materials". FLASH strictly prohibits the use of creating materials to be distributed to their cold market for the purpose of customer acquisition. Flash Brand Leaders are not permitted to utilize cold marketing for the purpose of customer acquisition. If a Flash Brand Leader wishes to create material to be distributed via one of the cold marketing techniques listed above, they are required to lead with the Business Opportunity, and once contacted for information, may discuss more specifically the products and services; however the marketing or advertising material may not lead with customer acquisition.

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IV. Unauthorized Conduct

Under no circumstances, is a Flash Brand Leader permitted to directly contact any FLASH Provider with whom FLASH contracts, unless it is in specific relation to a personal account they may currently have with said provider.

Flash Brand Leaders are not permitted to contact and FLASH Provider directly for information, questions or advertising material. Everything a Flash Brand Leader needs can be found on the FBL Back Office.

Flash Brand Leaders cannot use any FLASH Provider's name or logo on personal websites, including references to a provider's phone number.

In addition, Flash Brand Leaders are prohibited from completing any application for services on behalf of their customers. All customer orders for services must be completed by the customers. The Flash Brand Leader may be present to guide the customer through the order process, but must not complete any order information for the customer.

V. Development and Use of Independent Marketing Materials

Marketing materials are defined as any printed, broadcast or online communications including, but not limited to, advertisements, brochures, videotapes, audiotapes, flyers, banners, flags, websites, telephone recordings, emails, presentation materials, apparel, building signage, etc.

FLASH strictly prohibits Flash Brand Leader-created marketing materials that 1) do not adhere to FLASH's policy on use of logos, names, trademarks, and proprietary information, 2) make any specific references to FLASH's products, plans, rates or any component of the FLASH Mexico Compensation Plan, 3) make any claims or guarantees related to savings, rates or pricing, either expressed or implied, 4) make any earnings claims or provide any hypothetical earnings calculations, either expressed or implied, or 5) represent FLASH as an employment opportunity, either expressed or implied unless approved in writing by FLASH.

FLASH may allow the distribution of Flash Brand Leader-created marketing materials, that promote a presentation meeting, event or piquing interest conversation for purposes of recruiting only, provided that said materials: 1) are not sold, 2) only promote a presentation meeting, event or piquing interest conversation, 3) adhere to FLASH's policy on use of logos, names, trademarks and proprietary information, 4) do not make any specific references to FLASH's products, plans, rates or any component of the FLASH Mexico Compensation Plan, 5) do not make any claims or guarantees related to savings, rates or pricing, either expressed or implied, 6) do not make any earnings claims or provide any hypothetical earnings calculations, either expressed or implied and 7) do not represent FLASH as an employment opportunity, either expressed or implied.

A. Personal Websites, Blogs, Web Pages and Social Networking Sites

FLASH understands the increased use of online material, and that many Flash Brand Leaders may wish to utilize these methods in running their FLASH business.

There are extremely strict rules and regulations that these online web-sites and web pages must adhere to. Please refer to section IX of this document for complete details.

B. Business Cards

Only business cards ordered through FLASH are authorized to include the logo, and other proprietary information belonging to FLASH. If a Flash Brand Leader wishes to create their own business cards they are not permitted to use any logos, names, trademarks and other proprietary information pertaining to FLASH. They may however, refer to themselves as a "Flash Brand Leader".

C. Earnings/Income Claims and Savings, or Rate Guarantees or Product Claims

FLASH, including its wholly owned subsidiaries, strictly prohibits Flash Brand Leaders from making any claims or guarantees related to earnings/income, whether expressed or implied. This limitation extends to both written and verbal communications. Only company prepared and approved hypothetical earnings calculations are permitted to be used, and they may only be used for purposes of describing the FLASH Mexico Compensation Plan.

Flash Brand Leaders must not make any representation, warranty, or guaranty regarding the FLASH Products and Services on behalf of FLASH. Flash Brand Leaders may not make any references to specific or numerical saving guarantees, whether expressed or implied, with respect to FLASH's services. Flash Brand Leaders may not make any references to specific results, whether expressed or implied, with respect to use of FLASH's products. Flash Brand Leaders are strictly prohibited from making any claims as to the therapeutic, safety, or

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curative properties of the products, except as may be contained in literature created by FLASH. Further, no Flash Brand Leader may make any medical claims about the products, including any claim that the products are useful in the treatment, prevention, diagnosis, or cure of any illness or disease. Flash Brand Leaders should recommend to any customer who is currently under a physician's care or medical treatment to seek the advice of their healthcare provider before altering their nutritional regimen.

D. Use of Partner Information

FLASH's success relies heavily on its relationship with its partners/carriers and providers to provide our customers with great savings and value. As such, FLASH only has permission to use carrier and provider proprietary information such as logos, names and trademarks on FLASH created print and web material. Flash Brand Leaders are not permitted to use carrier and provider names and/or logos on any marketing or advertising material that they create. However, Flash Brand Leaders are able to use wording to the effect of "top Wireless carriers" or "leading providers nationwide."

E. Non-Use of Speaker and Celebrity Likeness

Flash Brand Leaders are strictly prohibited from recording, filming, taping or otherwise capturing or broadcasting in any form whatsoever any speaker or celebrity presentations or appearances at any FLASH event without FLASH's prior written approval. Flash Brand Leaders are prohibited from using, broadcasting, displaying, reproducing, distributing, and reprinting in any form and through any media, the image or likeness in a photograph, videotape, film digital medium, illustration or artwork, the name, the voice, or the biographical information of any FLASH speaker, spokesperson, or celebrity endorser in any manner that may be construed as an endorsement or advertisement unless specifically approved in writing by FLASH. Any recordings permitted at FLASH events or meetings, or of any speech or presentation made by FLASH's or FLASH Related Companies' employees or representatives, is only permitted for private use and may not be posted, distributed, copied, or broadcast in any format or media or shown to FLASH customers or other current or prospective FLASH authorized independent distributors.

F. Cash or Monetary Incentives

FLASH prohibits Flash Brand Leaders from offering cash or monetary incentives, promotions, prizes or bonuses to members of their downline or upline organizational members, or customers as a method of influencing customer acquisition. To eliminate cross-line recruiting practices, FLASH strictly prohibits the use of cash or monetary incentives/promotions/prizes/bonuses for purposes of recruiting new Flash Brand Leaders. FLASH encourages its Flash Brand Leaders to promote customer acquisition and recruiting by adhering to FLASH's specific sales model.

G. Recorded Messages

Flash Brand Leaders may not have a voicemail message or answer its telephone in a manner that would lead the caller to believe that they have reached any official or corporate office of FLASH. When using the FLASH name, Flash Brand Leaders must say "Flash Brand Leader Independent Distributor"

H. Promotion of other Businesses or Programs

FLASH strictly prohibits the co-marketing of any other business, product, service, seminar or program in conjunction with the FLASH opportunity. This limitation applies to all promotional activities including, but not limited to, marketing materials, events, presentations, verbal solicitations, etc. In addition, FLASH strongly discourages the practice of using non-FLASH speakers at any FLASH-related event.

VII. Media Enquiries, Personal Appearances, Testimonials

On occasion, Flash Brand Leaders may be contacted by members of the media as a source or subject for a story. If this occurs Flash Brand Leaders must immediately refer such inquiries directly to FLASH's Marketing Department.

Flash Brand Leaders are strictly prohibited from representing FLASH in any public media arena, and from using uncompensated media forms including, but not limited to, news releases, articles, editorials, unpaid advertising, infomercials/advertorials, and television, cable or radio program appearances to promote or publicize FLASH or its products, except as approved in writing by FLASH.

Such requests must be submitted in writing to FLASH's Marketing Department at least thirty (30) days in advance of the media activity. This policy is necessary to ensure an accurate, legal and consistent public image for FLASH and its Flash Brand Leaders. All media representations and/or appearances remain at the sole discretion of FLASH at all times.

Flash Brand Leader consents to the use by FLASH of Flash Brand Leader's name, testimonial (or other statements about FLASH, the FLASH Products and Services, or the opportunity in printed or recorded form, including translations, paraphrases, and electronic reproductions of the same), and image or likeness (as produced or recorded in photographic, digital, electronic, video, or film media) in connection with advertising, promoting, and publicizing the FLASH opportunity, FLASH Products and Services, or any FLASH related or sponsored events.

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VIII. Events

FLASH supports the practice of Regional Training Events, "Super Saturdays," Business Opportunity Meetings and Private Business Receptions, as they are valuable educational tools when held properly with both professionalism and integrity. The true intent of such events is to provide further education on the FLASH opportunity and how to be successful within this business.

Under no circumstances are Regional events or any other type of meeting/training session intended to provide any additional income stream to those who are sponsoring the events, and must be offered as non-profit activities at all times. Under no circumstances are guests to be charged any form of admission to an event being hosted by a Flash Brand Leader.

All Regionals and "Super Saturdays" should be submitted to FLASH for approval in conjunction with the current terms of hosting Regionals/"Super Saturdays". Regionals/Super Saturdays that do not receive prior approval will be considered operating outside of FLASH's training philosophy and will not be promoted or endorsed by the company in any manner.

Attendance at FLASH events is not a requirement for being a Flash Brand Leader, nor a prerequisite for success in this business.

IX. Internet Marketing and Advertising

FLASH maintains a variety of official company websites and also offers all Flash Brand Leaders the option to sign up for their own personal Distributor Website to help promote their business. FLASH strongly believes that it provides its Flash Brand Leaders with all the online tools in order for them to run a successful business, and therefore discourages the creation of any online marketing or advertising outside of what FLASH already provides.

A. FBL Personal Storefront

FLASH may offer its Flash Brand Leaders a replicated website that is created, managed and updated by FLASH. These websites provide a personalized online storefront through which FBLs may sell FLASH products and services, as well promote and sponsor new Flash Brand Leaders to the FLASH opportunity. Each FBL Personal Storefront web site is linked directly to the representative's FBL Number. Flash Brand Leaders are encouraged to use this website in conjunction with their FLASH business activities.

B. Other Personal Websites, Blogs, web pages and Social Networking Sites

If a Flash Brand Leader chooses to create any personal websites, web pages, blogs and/or social networking sites (MySpace, Youtube, Facebook, Twitter, Snapchat, etc.) the following conditions are mandatory.

- Content must not include any of FLASH's proprietary information such as logos, name, trademarks, etc.
- Under no circumstances is FLASH video material or online presentations to be made available on any websites other than those created or authorized by FLASH. Flash Brand Leaders however may link to FLASH's company websites or their FLASH Distributor Website to view these videos and presentations.
- The words "Flash Brand Leader" must be on the home page, along with the Flash Brand Leader's name.
- No online material should give the impression of representing FLASH the company, rather than a Flash Brand Leader. This includes using FLASH or FLASH Inc. as the title for any page within the Web site, especially the Home Page.
- Flash Brand Leader online material must not contain any product information, and may only include information and wording regarding the business opportunity which has been pre-approved in writing by FLASH.
- Except for the link to FLASH's company websites or to Flash Brand Leader's FBL Personal Storefront, FBL's other personal websites used primarily to promote the FLASH opportunity or FLASH Products and Services may not promote or have external links to sites promoting other products or services that are not FLASH Products and Services or other opportunities, events, individuals, or organizations unless pre-approved in writing by FLASH.
- Accepting orders and completing sales transactions for FLASH Products and Services online using an e-commerce website other than www.miacn.com or the FBL Personal Storefront is strictly prohibited unless pre-approved in writing by FLASH.
- Copy downloaded from FLASH company websites or taken from printed FLASH literature must be used exactly as printed or written. Changing a word or two may change the meaning or definition.
- Once Flash Brand Leader's site is completed, it shall send a test link or screen shots along with its Request Form for review and approval.
- There are no guarantees regarding income, and the success or failure of each Flash Brand Leader depends upon each Flash Brand Leader's own skills and personal effort. Web sites should not present false or misleading

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information about FLASH or the FLASH opportunity.

- Flash Brand Leaders may not violate or infringe on the rights of others, including privacy, publicity and proprietary rights.
- It is the sole responsibility of each Flash Brand Leader to ensure that its online material fully complies with the guidelines in these Policies and Procedures, as well as with all applicable federal and state rules and regulations. Flash Brand Leaders are also responsible for ensuring that their downline comply with these policies.
- All content (including graphics) must be submitted to FLASH and receive written approval prior to launching the content on the Internet.

C. Website Domain Names and URLs

Website URLs obtained by a Flash Brand Leader cannot contain references to or the names or trade names of FLASH or FLASH Related Companies, or FLASH Products and Services. If a website contains such references, the Flash Brand Leader will be required to release the URL to FLASH at no charge.

The FLASH name and product names are registered trademarks, and only FLASH is authorized to produce and market online material using these trademarks.

D. Spamming

FLASH does not permit Flash Brand Leaders to send unsolicited e-mails. Any e-mail sent by a Flash Brand Leader that promotes FLASH, the FLASH opportunity, or FLASH products and services must comply with the following:

- There must be a functioning return e-mail address to the sender that includes a request that future e-mail solicitations or correspondence not be sent to it (a functioning "opt-out" notice).
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by e-mail or regular mail, must be honored.
- All emails sent that promote FLASH, its opportunity or products, must adhere to all the other marketing and advertising guidelines in this policy.