



TEN HOLDINGS MX

POLICIES AND PROCEDURES MANUAL

CODE OF ETHICS

TEN HOLDINGS MX, S. DE R.L. DE C.V. (TEN Holdings), including its brands TeamEffortNetwork, has made a commitment to provide the finest health and technology products backed with impeccable service. In turn, the company expects TEN Holdings independent distributors (TEN Distributors) to reflect that image in their relationships with customers and other distributors.

As a TEN Distributor you are generally free to operate your business as you see fit but it is to our mutual, long-term advantage if you accord to the highest standards of integrity and

fair practice in your role as a TEN Distributor. The Code of Ethics, therefore, states:

As a TEN Distributor:

- ◆ €I will conduct my business in an honest, ethical manner at all times.
- ◆ €I will make no representations about the benefits associated with TEN Holdings services other than those contained in officially-approved corporate literature and videos.
- ◆ €I will provide support and encouragement to my customers to ensure that their experiences with TEN Holdings are a successful. I understand that it is important to provide follow-up service and support to my downline.
- ◆ €I will motivate and actively work with TEN Distributors of my downline organization to help them build their TEN business.

I will refrain from exaggerating my personal income or the income potential in general and will stress to Distributor candidates the level of effort required to succeed in the business.

- ◆ €I will not abuse the goodwill of my association with TEN Holdings to further and promote other business interests (particularly those which may be competitive to TEN Holdings) without the prior written consent of TEN Holdings.

- ◆ I will not make disparaging remarks about other products, services, Distributors, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow TEN Distributors.
- ◆ I will abide by all of the Policies and Procedures of TEN Holdings as included herein, or as may be amended from time to time.

## POLICIES AND PROCEDURES

### 1 DISTRIBUTOR REQUIREMENTS

In order to become a TEN Distributor the applicant must be at least 18 years old on the date the Independent Distributor Agreement and this Policies and Procedures are signed.

To become a TEN Distributor an applicant must complete an official TEN Holdings Application and Distributor Agreement on which is recorded his/her Unique Code of Population Registry (CURP) and his/her Federal Taxpayer Registry (RFC). In the case the applicant does not count with his/her RFC, hereby the applicant states that he/she will provide TEN Holdings the necessary information and documentation, and authorizes TEN

Holdings in order to process an RFC before the Mexican tax authorities in name of and on behalf of the applicant.

Applicants understand that by accepting and filing the electronic Application and Distributor Agreement containing the Terms and Conditions of Enrollment it will be deemed that they have placed an Electronic Signature for all legal purposes, and therewith, stated their total acceptance as Signees which will have all legal effects in terms of the Commercial Code and the Federal Civil Code.

The TEN Application and Distributor Agreement must be accepted by TEN Holdings, which reserves the right to accept or reject anyone as a Distributor.

Husband and wife may each have their own Distributorship, however, under no circumstances may husband and wife be sponsored in different organizational lines. Either the husband or the wife must be the sponsor of the other. Any attempt at dual-line sponsoring will be terminated by TEN Holdings.

## 2 LEGAL ENTITY REQUIREMENTS

Only commercial legal entities incorporated in terms of the Mexican commercial law (i.e. sociedades anónimas or sociedades de responsabilidad limitada) may hold a Distributorship. In order to operate as a legal entity (“Distributor Entity”) only individuals who are TEN Distributors under the Distributor Agreement that maintain for three (3) consecutive months the level of LCQ may apply before TEN Holdings in terms of these Policies and Procedures. The application form shall

include the legal entity's RFC obtained before the Mexican tax authorities. However, an individual may not participate in more than one (1) Distributorship of any kind.

A TEN Distributor may change his/her status under the same sponsor from individual to a Distributor Entity incorporated under Mexican commercial law with proper and complete documentation.

The person signing the application on behalf of a legal commercial entity must have sufficient powers to bind it under the terms of the Distributor Agreement. In addition, by signing for a legal entity, you certify that no person with an interest of debt or equity in the business has had an interest in a Distributorship in TEN Holdings within three (3) months of the date of signature.

A TEN Distributor may change his/her status under the same sponsor from individual to Distributor Entity, by submitting a written request to TEN Holdings, and thereafter completing all legal entity registration forms and related documentation (including a new Distributor Agreement in the name of the Distributor Entity), provided by TEN Holdings.

Changes from an individual to a Distributor Entity shall be processed only once per year. All changes must be submitted to TEN Holdings by the date established by such company to become effective on January 1 of the following year.

### **3 SPONSORSHIP**

All TEN Distributors have the right to select and sponsor others anywhere within Mexico. Every person has the ultimate right to

choose his/her own sponsor when they initially sign-up as a Distributor with TEN Holdings.

If two TEN Distributors should claim to be the sponsors of the same new TEN Distributor, TEN Holdings shall acknowledge the first application received at corporate headquarters.

As a general rule, it is good practice to regard the first TEN Distributor who meaningfully worked with a prospective TEN Distributor or Customer (defined as an individual or legal entity that has purchased products or services from TEN Holdings for personal use) as having first claim to sponsorship. Basic tenets of common sense and consideration should govern. Cross-sponsorship and cross-recruiting are strictly prohibited with the TEN Holdings organization.

Cross-sponsoring occurs when a TEN Distributor (individual or entity) knowingly enrolls (or attempts to enroll) another TEN Distributor under his/her sponsorship Line of Sponsorship when that TEN Distributor is already enrolled in a different one. This behavior is strictly prohibited. The use of any real or fictitious name, identification, or identification number in an effort to circumvent this policy is considered fraudulent behavior and will not be tolerated.

In regard to any dispute, TEN Holdings reserves the right to make the final decision.

## **4 SPONSOR RESPONSIBILITIES**

Any TEN Distributor who sponsors other TEN Distributors may fulfill the duty of performing a bona fide supervisory and motivating function on behalf of those sponsored.

TEN Distributors may have ongoing contact, communications, and encouragement with their sales organization. Examples of such encouragement may include, but are not limited to the following: newsletters, written correspondence, personal meetings, telephone contact or accompanying individuals to corporate events.

## 5 NETWORKING COOPERATION

It is strongly recommended that TEN Distributors belonging to different networks cooperate with each other for mutual success. There are many benefits which can be accrued from such cooperation.

## 6 TRANSFERS OF SPONSORSHIP

TEN Holdings prohibits the transferring from one sponsorship to another. The integrity of the entire network organization is based on the strength of the structure with the network. Allowing for transfers from one sponsor to another can only lead to strife and disaster.

The only way that a TEN Distributor will be allowed to transfer sponsorship lines is by written resignation to TEN Holdings, at which time the TEN Distributor may rejoin the network in six (6) months under a new sponsor. It is important to note, however, that the TEN Distributor will not be allowed to transfer their downline or qualified position with them.

## 7 DEATH OF A DISTRIBUTOR

Upon the death of a TEN Distributor his/her rights to commissions and marketing position, together with the TEN Distributor's duties and responsibilities, may pass to the successors in interest upon written notice to TEN Holdings.

In order to protect the company from fraud, TEN Holdings requires a certificate of death and certified copy of the will, trust or other device before giving effect to the transfer of the Distributorship from the deceased TEN Distributor to the named transferee. The successor TEN Distributor shall be required to sign a new Distributor Agreement, and comply with the terms and conditions of the Distributor Agreement.

## 8 SALE OF DISTRIBUTORSHIP POSITION

As TEN Distributors you are free to sell or assign your position for the going market price. However, in order to protect the integrity of TEN Holdings, any sales agreements or transfers of interest must be approved by TEN Holdings, for substance and form prior to sale. There will be a nominal fee for this review process of \$45.00 per sales transaction.

TEN Holdings reserves the right to accept or reject the sales agreement and transfer based on the qualifications of the purchasers, any misrepresentations by the seller, or other material issues involving the sale that may have detrimental results for TEN Holdings.

TEN Distributors that sell their business will be solely liable to tax for the sale, transfer or assignment of their business according to the applicable tax provisions. TEN Distributors hereby release TEN Holdings from any tax liability derived from such events.



## 9 REPRESENTATIONS BY DISTRIBUTORS

TEN Distributors are independent contractors, fully responsible for their own business procedures and are not to be considered as agents, representatives, purchasers of a franchise or employees of TEN Holdings. The Distributor Agreement between TEN Holdings and its TEN Distributors does not create an employer/employee relationship, agency, partnership or joint venture. As a result, TEN Distributors are solely responsible for paying the income tax triggered for any commission earned (subject to clause 17 –Individual Taxes– of this Policies and Procedures). Additionally, TEN Holdings will not treat TEN Distributors as employees for any tax purposes. As independent contractors TEN Distributors control the means by which they operate their business.

TEN Distributors will establish their own goals, hours, and methods of sale subject to compliance with the Distributor Agreement and applicable law. TEN Distributors will not receive instructions or orders of any kind on behalf of TEN Holdings. TEN Distributors will use their own tools such as computer, phone, and any other technologies as they choose to use.

TEN Distributors must not represent themselves in any way, orally or in writing, as being an agent or employee of TEN Holdings. TEN Distributors have no authority and are not authorized to incur in any debt or obligation on behalf of or in the name TEN Holdings. Each TEN Distributor shall hold TEN Holdings harmless for any claims, damages or liabilities arising out of the TEN Distributor's own business practice. TEN Holdings will take

aggressive action to insure that TEN Distributors that violate this policy will be terminated and reported to the proper authorities.

TEN Distributors are solely responsible for all expenses incurred in developing their business operations, including, but not limited to, advertising, taxes, fees, legal costs and telephone expenses. TEN Holdings does not accept collect telephone calls.

A TEN Distributor may not use the company name on any written forms or documents (e.g. stationery, bank accounts, business signs) without stating "Independent Distributor" and prior approval by TEN Holdings.

## 10 DISTRIBUTOR MATERIALS

TEN Distributors are paid commissions for their commercial mediation activities based on a retail sales.

No additional product purchase is ever required to be a TEN Distributor.

## 11 RETAIL SALES

Personal service and retail sales to the customer are the foundation of TEN Holdings. The entire commission structure is based upon volume of retail sales referred by the individual TEN Distributor as well as their entire organization.

TEN Holdings services or products may be referred by registered TEN Distributors. TEN Distributors may refer company services or products to retail Customers for their personal use, not for resale to other consumers.

TEN Holdings has adopted a strict policy that upon the written request of TEN Holdings, an TEN Distributor must certify that he has sold at retail at least 70% of all prior inventory purchased. A TEN Distributor will be allowed by TEN Holdings to purchase a reasonable amount of product for personal use and enjoyment as well as to be used as sales samples. TEN Holdings will monitor compliance with this rule, and any fraudulent information supplied by the TEN Distributor will be grounds for termination of the distributorship of the violating party. For this reason, it is important that the TEN Distributor keep accurate sales records.

## **12 RETAIL SALES IN STORES OR OTHER OUTLETS**

To ensure that each TEN Distributor has a fair and equal opportunity, and to encourage ongoing personal support, it is strictly forbidden for TEN Distributors to offer TEN Holdings products for sale in any retail outlet or business establishment, without prior written consent of TEN Holdings. A promotional display means signs, banners, flyers or other advertising materials, may however, be displayed referring the consumer to an Independent Distributor.

### **13.DISTRIBUTOR ETHICS**

TEN Holdings will not permit activity that are obviously unethical or unprofessional. Even though the line between aggressive professional marketing efforts and unethical behavior and harassment can be vague, TEN Holdings will intercede when such behavior is evident, and reserves the right to use its sole judgment in deciding whether certain Distributor activities are inappropriate and, if determined to be so, to act accordingly.

### **14 RETURNS AND REFUND POLICY**

TEN Holdings offers a thirty (30) day, full money-back satisfaction guarantee (less shipping/handling and membership enrollment fees) on all of the nutrition products sold in Mexico. The product must be returned in its original packaging, within thirty (30) days of the original purchase date for a refund. All returns must have a Return Merchandise Authorization (“RMA”) and an RMA number issued through Customer Service. The RMA number must be clearly written on the outside of the returned shipping box. TEN Distributors are responsible for returning product within fourteen (14) days of receipt of the RMA or the product may not be eligible

for return and/or refund. If product is returned without an RMA and a visible RMA number on the shipping box, the package may be refused or the refund may be delayed.

Any and all shipping or courier costs for the return of products will be the sole responsibility of the TEN Distributor. It is recommended that a reliable, traceable and insurable courier be used for shipping.

TEN Holdings may take up to seven (7) business days from the receipt of the returned product to process any return and/or refund.

Any and all commissions and bonuses previously paid out on a returned product will be decommissioned upon the product return and refund.

To initiate the RMA process, please call Customer Service at the telephone number published by TEN Holdings at [www.teameffortnetwork.biz/cty/MEXICO/](http://www.teameffortnetwork.biz/cty/MEXICO/) or send an email to the address contained also at the referred website.

Monthly Auto-Ship Orders may be cancelled at any time by submitting a written notice at least seven (7) business days prior to the next scheduled processing date. To cancel an Auto-Ship Order – please email Customer Service at the address located in [www.teameffortnetwork.biz/cty/MEXICO/](http://www.teameffortnetwork.biz/cty/MEXICO/).

## **15 RETURN OF SALES AIDS AND INVENTORY BY DISTRIBUTORS UPON CANCELLATION**

TEN Distributors may cancel the Distributor Agreement within three (3) days of execution and receive a full refund of all

distributorship fees. Upon cancellation of a TEN Distributor's Agreement, the TEN Distributor may return any sales aids held in his or her inventory for a refund. TEN Distributors may only return sales aids that he or she personally purchased from TEN Holdings (purchases from other TEN Distributors or third parties are not subject to refund) and which are in resalable condition and which have been purchased within one year prior to the date of cancellation. Upon receipt of resalable sales aids, the TEN Distributor will be reimbursed 90 percent of the net cost of the original purchase price(s). Shipping charges are not refundable. If the purchases were made through a credit card, the refund will be credited back to the same account.

## **16 VALUE ADDED TAX**

All TEN Holdings sale of products are subject to value added tax whenever they are sold in Mexico. This tax is calculated by applying the corresponding tax rate on the value of the purchase price.

## **17 INDIVIDUAL TAXES**

TEN Distributors are solely responsible for paying the applicable taxes on any income generated as independent distributors for their commercial mediation activities carried out in Mexico under the Distributor Agreement, according to the applicable tax provisions.

However, TEN Distributors hereby expressly request and TEN Holdings accepts that the latter will determine and withhold the income tax triggered for the commission payments received for commercial mediation activities in accordance with the Compensation Plan, as provided under Article 94, Section VI of the Mexican Income Tax Law. Under this regime, TEN Distributors will be relieved from the obligation to directly pay the provisional (sometimes definitive) income tax payments on account of the annual tax payment triggered for their commercial mediation activities carried out within Mexican territory.

Under this regime, TEN Distributors will be relieved from the obligation to pay value added tax on their activities performed in Mexico according to the Value Added Tax Law and issuing tax receipts for the income they obtain under the Compensation Plan.

TEN Holdings shall issue the corresponding withholding certificates and tax receipts in terms of the applicable tax provisions in force under this regime.

If I maintain for three (3) consecutive months the level of LCQ I may request and TEN Holdings may accept, at its own reasonable discretion, to cease the aforementioned regime and consequently pay on my own account the corresponding income tax for the commercial mediation activities carried out under the Distributor Agreement according to the provisions of the Mexican Income Tax Law and I will be bound to pay value added tax

derived from such activities under the applicable tax provisions as of the following fiscal year.

In this case, I will have to issue the corresponding tax invoices for the weekly and monthly commissions I receive for the commercial mediation activities performed with seven (7) days in advance of the corresponding payments.

TEN Distributors interested in changing his/her status from individual to a Distributor Entity, may request authorization before TEN Holdings, to stop applying the afore-described regime for the fiscal year following that in which the request is filed. In this case, TEN Distributors shall directly determine and pay the corresponding income and value added tax triggered for the performance of their business activities and shall issue tax invoices that comply with all the requirements set forth in the Mexican tax legislation in favor of TEN Holdings for any commission or any other payment they receive according to the Compensation Plan.

In case the TEN Distributors perform their business through a Distributor Entity, such entity will be bound to directly determine and pay the income tax and value added triggered for the business activities carried out in benefit of TEN Holdings according to the applicable tax provisions, and to issue tax invoices that comply with all the requirements set forth in the Mexican tax legislation in favor of TEN Holdings seven (7) days



prior to the payment of any weekly and monthly commission or any other payment, under the Compensation Plan.

In case TEN Holdings grants prizes or awards to the Independent Distributors, TEN Holdings will withhold and pay the corresponding income tax according to the applicable tax provisions.

Additionally, each TEN Distributor is required to provide on their Distributor application form his/her Unique Code of Population Registry (CURP) and Federal Taxpayer Registry (RFC). In the case of a Distributor Entity, it will only be required to provide its RFC.

## 18 PROPRIETARY NATURE OF DOWNLINE REPORTS

TEN Holdings may from time to time supply data processing information and reports to TEN Distributors concerning their downline organizations. The TEN Distributor agrees that such information is proprietary and confidential to both the company and the individual TEN Distributor and is transmitted to him in confidence.

The TEN Distributor agrees that he/she will not disclose such information to any third party directly or indirectly, nor use the information to compete with the company directly or indirectly.

The TEN Distributor and the company agree that, but for this agreement of confidentiality and nondisclosure, the company

would not provide the above confidential information to the TEN Distributor.

## 19 AMENDMENTS

TEN Holdings expressly reserves the right to update or change wholesale prices, product availability and/or product contents, and the Distributor Agreement, including the Policies and Procedures, and Compensation Plan.

Such amendments are automatically incorporated as part of the Distributor Agreement between TEN Holdings and the TEN Distributor when published in official company literature. The continuation of my business, the placement of purchase orders or my acceptance of bonuses or commissions compensations after the effective date of any amendment shall constitute my acceptance of any and all amendments.

## 20 PRODUCT AND INCOME CLAIMS

TEN Distributors agree to make no false or fraudulent representations about TEN Holdings, its products, services, the Compensation Plan or potential earnings.

The TEN Distributor must not make any claims for TEN Holdings , which are not supported by facts contained in official company literature. Including health or curative claims for the Team Effort Network product line.

When you join TEN Holdings as an independent contractor, the Distributor Agreement is valid for one (1) year from the date it is

accepted by TEN Holdings. Each year TEN Distributors are required to renew their Distributor Agreements on the anniversary of the date they became TEN Distributors. The annual renewal fee is to be determined by TEN Holdings. Failure to return the renewal fee and such agreement by the anniversary date will be construed as a resignation and all agreements between TEN Holdings and the TEN Distributor will be considered null and void.

## **22 DISTRIBUTOR CHANGE OF ADDRESS / TELEPHONE NUMBER.**

To avoid any disruption in your business, TEN Distributors must report TEN Holdings any change of address and/or telephone number by sending written notice to the TEN Holdings office.

## **23 RESIGNATION OF A DISTRIBUTOR**

A TEN Distributor has the right to terminate their agreement at any time and for any reason without reason without penalty by giving seven (7) days written notice to TEN Holdings at its principal place of business.

At the end of the seven (7) day notice period, all rights to commissions, position, and wholesale purchases cease, and the TEN Distributor is no longer entitled to advertise, sell, or promote his business.

The resigning TEN Distributor is not eligible to be sponsored into TEN Holdings again for a period of three (3) months following the date of termination.

## **24 TERMINATION BY INACTIVITY**

After three (3) months of consecutive inactivity, a TEN Distributor will be deleted from the commission structure. The deleted TEN Distributor will, however, be eligible for immediate sponsorship.

## 25 TERMINATION OF DISTRIBUTORSHIP

TEN Holdings reserves the right to terminate any Distributorship at any time, or suspend said TEN Distributor for a probationary period, when it is determined that the TEN Distributor has violated the provisions of the Distributor Agreement, including the provisions of these Policies and Procedures as they now exist or may be amended, or the provisions of applicable laws and standards of fair dealing.

Upon such a termination, the company shall notify the TEN Distributor by mail at the latest address listed with TEN Holdings.

The terminated TEN Distributor agrees to immediately cease representing himself/herself as a TEN Distributor, and will not be allowed to ever return to the position of Distributor with TEN. Where applicable Mexican law on termination of a TEN Distributor is inconsistent with TEN Holdings policy, such law termination procedures shall be in force.

If the TEN Distributor wishes to appeal the termination, TEN Holdings must receive the appeal, in writing, within fifteen (15) days from the date of mailing of the company's termination letter. If the appeal is not received within the 15-day period, the termination will be automatically deemed final. If the TEN Distributor files a timely appeal of termination, TEN Holdings will review and reconsider the termination, consider any other appropriate action and notify the TEN Distributor of its decision.

The decision of the company will be final and subject to no further review.

In the event that the termination is not rescinded, the termination will be effective as of the date of the company's original termination notice.

Upon termination of a Distributorship, all rights to commissions, position, and wholesale purchase rights cease. The terminated TEN Distributor's organization shall be transferred to his/her sponsor. The terminated TEN Distributor will not be eligible for future sponsorship.

## 26 ADVERTISING

Given that TEN Distributors are independent contractors they may promote their business in any legal and ethical manner, and may advertise without company approval, provided that they do not use the corporate name, logo or trademarks.

Any advertisement which utilizes the company name, logo or trademarks must be approved by the company prior to any advertisement. The ad must also state that the individual placing the ad is an "Independent Distributor".

TEN Distributors are prohibited from answering the phone in any manner that would give callers reason to believe that they have reached the corporate offices of TEN Holdings.

TEN Holdings strictly prohibits TEN Distributors from utilizing web sites to advertise or promote the services or opportunity, other than the official company sponsored and maintained web site.

## 27 DELIVERY AND PAYMENT METHODS

TEN Holdings will not accept orders on a cash on delivery (C.O.D) basis. All orders must be prepaid with cashier's check, money order, an approved Visa or MasterCard, or American Express Card. Wire payments are accepted in Mexico.

Delivery will be within ten (10) days of receipt of order, unless some unforeseen event causes a delay in shipment.

## 28 WAIVER

TEN Holdings never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of TEN Holdings who is authorized to bind such company in contracts or agreements specifies in writing that TEN Holdings waives any of these provisions.

## 29 GOVERNING LAWS

In order to expedite the resolution of all disputes, any controversy or claim arising out of or relating to the Distributor Agreement, or the breach thereof, shall be settled by arbitration. Arbitration is the referral of a dispute to an impartial third party selected by you, TEN Holdings and any others TEN Distributors involved in the dispute.

A professional arbitrator that has been agreed to by the parties will conduct the arbitration, and it shall be carried out under the proceeding established by the National Chamber of Commerce of Mexico City. The arbitration will be conducted in the City of

Mexico, in accordance with the applicable provisions of the Commercial Code.

The arbitration will be conducted in the Spanish language, but at the request and expense of the requesting party, documents and testimonies will be translated into the requesting party's preferred language.

Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees.

TEN Distributors waive all rights to court trials to resolve a dispute. The decision of the arbitrator shall be final and binding on the parties, and cannot be appealed. Mexico City, Mexico will be the exclusive venue for arbitration of all disputes.

Judgment upon the award rendered by the arbitrator may be entered in any federal or local court within Mexico City, Mexico. This agreement to arbitration shall survive any termination or expiration of the Distributor Agreement.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent TEN Holdings from applying to and obtaining from any court having jurisdiction any relief available to safeguard and protect TEN Holdings' interest prior or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Mexico City, México. The applicable commercial shall govern all matters relating to arbitration. The law of the City of Mexico, Mexico shall govern all other matters

relating to or arising from the TEN Distributor, renouncing to any jurisdiction it may correspond by any other motive.

### **30 INVALIDITY OF ANY PARAGRAPH**

Should any portion of these Policies and Procedures, of the Distributor's Application and Distributor Agreement, or any other instruments referred to herein or issued by the company be declared invalid or unenforceable by a court of competent jurisdiction, only that invalid or unenforceable portion may be revoked, and the remainder of such rules, applications, or instruments shall remain in full force and effect.

### **31 SANCTIONS AND ENFORCEMENT ACTION**

Sanctions will not be employed lightly, nor will TEN Holdings be arbitrary or unfair in their use. It is important to remember, however, that a TEN Distributor who violates these policies and procedures jeopardizes the integrity and standing of all TEN Distributors.

TEN Holdings reserves the right to revoke the status of TEN Distributors or place violators on probation for a period which may delay their eligibility for advancement in the marketing plan. It is for the benefit of everyone that every TEN Distributor abides by the letter and spirit of these policies and procedures.

### **32 NOTICES TO TEN HOLDINGS**

Any notice to TEN Holdings should be sent to the corporate mailing address in Mexico City, Mexico, published at [www.teameffortnetwork.biz/cty/MEXICO/](http://www.teameffortnetwork.biz/cty/MEXICO/).



## 33 CHARGE BACKS

If commissions have been paid to a TEN Distributor and subsequent returns on products occur which cause refunds to be issued to the purchaser, the commissions overpaid will be charged back against the TEN Distributor's next check, or first check with available commissions to cover the refunds.

## 34 PRIVACY NOTICE

In accordance with the provisions of the Federal Law on Protection of Personal Information in Possession of Particulars, TEN Distributors acknowledge that at the time any kind of information or personal data, hereby regarded as the "Personal Identifiable Information" ("PII"), is disclosed to TEN Holdings, TEN Distributors are granting their consent to TEN Holdings to use such information as it deems appropriate, unless otherwise expressed by TEN Distributors in accordance with the procedure that is further described.

The PII in possession of TEN Holdings may be used for purposes of:

- a. Compliance with TEN Holdings' obligations.
- b. Statistical and evaluation purposes.
- c. Sending information regarding products and services that may be of TEN Distributors interest.

- d. Sending marketing and promotion materials as well as informative brochures.
- e. Informing about TEN Holdings' products and services.
- f. Identification of TEN Distributors in connection with their legal relationship held with TEN Holdings.
- g. Management and administration regarding the payments made by TEN Holdings or authorized third parties according to the Compensation Plan.

TEN Holdings acknowledges that it has adopted all reasonable technical, physical and administrative security measures to make sure that all the PII disclosed by the TEN Distributors is secure, restricted and that its access is limited to TEN Holdings' employees that are bound to access it for the specific purposes mentioned. Accordingly, TEN Holdings acknowledges and agrees on the following:

- a. That this Privacy Notice covers and is applicable to each and every piece of the PII that may be obtained by TEN Holdings, including but not limited to the following: copy of the official ID, name, address, telephone number, email, RFC, CURP, marital status, income, etc.; regardless of the consideration of such Information as sensitive or not, and that TEN Distributors may have disclosed to TEN Holdings by any means.

- b. That the Information will be exclusively used for the abovementioned purposes.
- c. That for exercising TEN Distributors' rights to access, ratify, cancel or oppose, as well as the rights to divulge, limit or revoke the consent granted to TEN Holdings, TEN Distributors shall: (i) file a written request before TEN Holdings in which the exercise of such rights is explicitly mentioned or, (ii) send a request through certified mailing services to the official address of TEN Holdings. Such request shall contain, at least, the following information:
  - i. Name of the owner of the PII.
  - ii. Address of the owner of the PII.
  - iii. Documents under which the personality or representation of the PII owner, if it is the case, are supported.
  - iv. A description of the PII over which any of the aforesaid rights is intended to be exercised.
  - v. Any other element that allows TEN Holdings to find the PII and to properly attend the request.
- d. That TEN Holdings is bound to give TEN Distributors an answer to their request no later than 20 business days following the day in which the request is received by TEN Holdings Holdings. In case the request is positively

answered, TEN shall comply with its terms within 15 business days following the date in which the request was answered.

In accordance with the aforementioned law, TEN Holdings may only disclose PII in Mexico to any of its affiliates or to any third party, provided the content of this Privacy Notice is fully complied. In case TEN Distributors do not expressly manifest that they oppose to the disclosure of PII, TEN Distributor is tacitly authorized to transfer such PII to third parties, either national or foreign, to the extent the terms of this Privacy Notice are acknowledged by the recipient party according to the applicable legal provisions.

This Privacy Notice may be amended without previous notification in order to be compliant with any current or future legislation, TEN Holdings' internal policies and/or any other reason. Any amendment will be made public through the TEN Holdings official website.

## **35 WELCOME TO YOUR TEN HOLDINGS BUSINESS!!!**

TEN Holdings looks forward to a long and successful future with each and every one of you. Welcome to the team.