



METALSTACKSTM

PRECIOUS METALS COLLECTORS CLUB

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Metal Stacks is on a mission to put as much "Real Money" Gold and Silver in the hands of as many people as possible, to create financial independence for all Metal Stacks Members, preserve wealth and create the lifestyle every Metal Stacks Member deserves.

SECTION 2:

INTRODUCTION

2.1 The Purpose of the Metal Stacks Associate Agreement and the Metal Stacks Policies and Procedures is to:

- Define the relationship between Metal Stacks and its Associates;
- Set forth the rights, privileges, and obligations of Metal Stacks and its Associates;
- Establish standards of acceptable business conduct and ethics;
- Mitigate and protect Metal Stacks and its Associates from legal and regulatory risks;
- Facilitate equal opportunity for all involved; and
- Assist Metal Stacks Associates in building and protecting the long-term interest of their Metal Stacks businesses.

2.2 Interpretation

- Capitalized terms used in the Metal Stacks Policies and Procedures have the meanings set forth in Section 1 I: Definitions.
- Words importing the singular shall include the plural, vice versa, words importing the masculine gender shall include the feminine and neuter genders.
- The headings in the Metal Stacks Policies and Procedures are inserted for ease of reference and shall not affect the construction or interpretation of any provisions herein.
- In the Metal Stacks Policies and Procedures, "Metal Stacks", "Metal Stacks, LLC" or "Company" as it is used herein, along with other literature, is to be considered synonymous, and can be used interchangeably.
- References to "you" are references to a Member, Stacker an Associate or a Customer, as the context may require. The expression "person" means any individual, corporation, partnership, association, limited liability company, trust, governmental or quasi-governmental authority or body or other entity or organization.
- References to a statute or statutory provision include that statute or provision as from time to time modified, re-enacted or consolidated, whether before or after the date of the Metal Stacks Agreement, so far as such modification, re-enactment or consolidation applies or is capable of

applying to any transaction entered into in accordance with the Metal Stacks Agreement and (so far as liability thereunder may exist or can arise) shall include also any past statute or statutory provision (as from time to time modified, re-enacted or consolidated) which such statute or provision has directly or indirectly replaced.

- References to “writing” or “written” include both transitory and non-transitory form of visible reproduction of words (including electronic mail).
- References to “termination” of the Metal Stacks Agreement include the expiration of the Agreement.

2.3 Incorporation of Terms and Agreement

The Metal Stacks Policies and Procedures, the Metal Stacks Members Share Plan, and any other agreements, policies, guidelines, rules, programs and offers with or from Metal Stacks which are made available through any official literature or media of Metal Stacks, in their present form and as may hereafter be amended or supplemented by Metal Stacks, are incorporated into, and form an integral part of, the Metal Stacks Independent Associate Application and Agreement (“Metal Stacks Associate Agreement”). This shall constitute the entire agreement between Metal Stacks and you with respect to the subject matter thereof, and supersedes any and all prior communications, agreements, arrangements and understandings relating to the subject matter thereof.

It is the responsibility of each Metal Stacks Associate to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of the Metal Stacks Policies and Procedures. Throughout these Policies, when the term “Metal Stacks Agreement” is used, it collectively refers to the Metal Stacks Independent Associate Application and Agreement (including the Terms and Conditions), the Metal Stacks Policies and Procedures, the Metal Stacks Members Share Plan, and the Metal Stacks Business Entity Addendum (if applicable).

Metal Stacks Associates shall comply with all the terms and conditions set forth in the Metal Stacks Agreement, as well as comply with all applicable local, state, national or international laws, rules, regulations, codes and guidelines in the jurisdictions that Metal Stacks operates in. In the event of any inconsistency between the Metal Stacks Associate Application and the Metal Stacks Policies and Procedures, the latter shall prevail.

2.4 Changes to the Agreement

Metal Stacks reserves the right to amend the terms of the Metal Stacks Agreement, the Metal Stacks Auto Stack Program, and its prices in its sole and absolute discretion. By executing the Metal Stacks Associate Agreement, an Associate agrees to abide by all amendments or modifications that the Company elects to make.

Amendments shall be effective thirty (30) days after the publication in writing that the Metal Stacks Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment.

The continuation of an Associate’s Metal Stacks business, the acceptance of any benefits under the Metal Stacks Agreement, or an Associate’s acceptance of commissions or bonuses from Metal Stacks, or placing further orders with Metal Stacks, constitutes your acceptance of any and all such amendments. You agree to abide by any and all such amendments, and that your only remedy for not accepting any such amendments is to immediately terminate the Metal Stacks Agreement.

2.5 Policies and Provisions Severable

If under any applicable and binding laws or rules of any applicable jurisdiction, any provision of the Metal Stacks Agreement (or part thereof), in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision will be deemed ineffective only to the extent of such invalidity, or unenforceable. This shall not invalidate or render unenforceable the remaining of that provision and any other provisions of the Metal Stacks Agreement.

Only the invalid portion(s) of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect. Metal Stacks shall have the rights to modify the invalid or unenforceable provision or portion thereof to the extent required to be valid and enforceable. All Metal Stacks Associates shall be bound by any such modification.

2.6 Waiver

The Company never gives up its right to insist on compliance with the Metal Stacks Agreement and with the applicable laws governing the conduct of a business in the jurisdiction that Metal Stacks operates in. No failure of Metal Stacks to exercise any right or power under the Metal Stacks Agreement or to insist upon strict compliance by an Associate with any obligation or provision of the Metal Stacks Agreement, and no custom or practice of the parties at variance with the terms of the Metal Stacks Agreement, shall constitute a waiver of the Company's right to demand exact compliance with the Metal Stacks Agreement. The existence of any claim or cause of action of an Associate against Metal Stacks shall not constitute a defense to the Company's enforcement of any term or provision of the Metal Stacks Agreement.

2.7 Company Use of Information and Likeness

By submitting a Metal Stacks Independent Associate Application and Agreement that is accepted by Metal Stacks, the Metal Stacks Associate consents to allow Metal Stacks, its affiliates, and any related company to:

- Process and utilize the information submitted in the Metal Stacks Independent Associate Application and Agreement (as amended from time to time) for business purposes related to the Metal Stacks Members Share Plan;
- Disclose, now or in the future, Associate information to companies which Metal Stacks may, from time to time, deal with to deliver information to the Metal Stacks Associate to improve its marketing, operational, and promotional efforts. Metal Stacks Associate has the right to access a member's personal information via his or her respective Metal Stacks Back Office, and to submit updates thereto; and
- Use, record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, Metal Stacks associate's name, photograph, likeness, voice testimony, biographical information, image, and other information related to an Associate's Metal Stacks business (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcast, audio and video medias, on the internet, or in any other media within an unrestricted geographical areas, for unlimited exposures, without compensation, in perpetuity or any other consideration. There shall be no time limit on the

validity of this understanding and subsequent release, nor will there be geographic limitation on where these contents or materials may be distributed. Metal Stacks associates waive the right to inspect or approve the finished product wherein his or her likeness may appear. Metal Stacks Associate further releases Metal Stacks from any liability or obligation that may arise as a result of the use of his or her likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander)

SECTION 3:

BECOMING AN ASSOCIATE

3.1 Requirements to become a Metal Stacks Associate

To become an Associate, each applicant must:

- Be of legal age and not a minor in the Country of residence;
- Be a legal resident and have the legal capacity to enter into the Metal Stacks Agreement in the United States or US Territories or Other Country that Metal Stacks is officially open for business;

For residents of the United States or US Territories:

- Provide Metal Stacks with a valid Social Security or Federal Tax ID number.

For residents of Another Country:

- Provide Metal Stacks with the defined documentation proof of residency and/or tax status in the Country of residence, wherever you are enrolling; and
- Submit a properly completed Metal Stacks Independent Associate Application and Agreement to Metal Stacks online.

3.2 Parental Consent

Applicants who are up to twelve (12) months away from their legal age, may be considered to become an Associate by obtaining written consent from their parent or legal guardian. Please submit a duly completed Parental Consent Form together with the Metal Stacks Independent Associate Application and Agreement. Metal Stacks reserves the right to request verification and documentary proof of parental or custodial guardian relationship prior to acceptance of such application.

Metal Stacks reserves the right in its sole and absolute discretion to accept or reject any Metal Stacks Independent Associate Application and Agreement.

3.3 Fees and Product Purchases

With the exception of an enrollment fee, no person is required to purchase Metal Stacks products, services or sales aids, or to pay any charge or fee to become an Associate.

3.4 Associate Benefits

Once a Metal Stacks Independent Associate Application and Agreement has been accepted by Metal Stacks, the benefits of the Metal Stacks Members Auto Stacker Program and the Metal Stacks Associate Agreement are available to the new Metal Stacks Associate. These benefits include the right to:

- Promote and market the Metal Stacks Members Share Plan, its products or services in the Country, and such authority may be extended by Metal Stacks to include the other countries in which Metal Stacks is open for business (each an “Other Country”);
- Participate in the Metal Stacks Members Share Plan (receive commissions and bonuses, if eligible);
- Sponsor other individuals as Members or Associates into the Metal Stacks Members Auto Stacker Program and thereby, build a Metal Stacks marketing organization and progress through the Metal Stacks Members Auto Stacker Program;
- Receive periodic Metal Stacks literature and other Metal Stacks communications.
- Participate in Metal Stacks-sponsored support, service, training, motivation and recognition functions, upon payment of applicable charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Metal Stacks for its Associates.

3.5 Term and Renewal of Your Metal Stacks Business

The term of the Metal Stacks Associate Agreement is one (1) year from the date of acceptance by Metal Stacks (subject to Reclassification for Inactivity after six (6) months pursuant to Section 9).

Metal Stacks Associate must renew their Metal Stacks Associate Agreement each year by paying the applicable renewal fee; or meet the pre-defined renewal qualifications on or before the anniversary date of their Metal Stacks Associate Agreement.

If the renewal fee is not paid, or if you failed to meet the pre-defined renewal qualifications within thirty (30) days after the expiration of the current term of the Metal Stacks Associate Agreement, the Metal Stacks Associate Agreement will be automatically terminated.

Metal Stacks Associates may elect to utilize the Auto Renew Program. Under the Auto Renew Program, the renewal fee will be charge to the Associate’s credit card on file with the Company. Metal Stacks Associates without a credit card or bank account must renew by phone or mail before the expiration of the current term of their Metal Stacks Associate Agreement.

Metal Stacks shall have the right in its sole and absolute discretion not to accept the Metal Stacks Agreement or any renewal of it.

SECTION 4:

OPERATING A Metal Stacks BUSINESS

4.1 Ethical Business Practices and Obligations

Metal Stacks Associates shall conduct their Metal Stacks business with the highest standard of integrity and professionalism throughout the Metal Stacks network of independent Associates and protect each Metal Stacks Associate's individual business, as well as Metal Stacks as a whole.

4.1.1 Metal Stacks Associates are committed to conduct the Metal Stacks business according to the following principles and will:

- Become familiar with Metal Stacks Policies and Procedures, Metal Stacks Members Auto Stacker Program, Metal Stacks marketing materials and literature made available by Metal Stacks;
- Present the Metal Stacks Members Auto Stacker Program in a manner which is consistent with the official Metal Stacks marketing materials and literature;
- Conduct the Metal Stacks business professionally, keep all commitments and uphold a positive mindset at all times;
- Be courteous, respectful and work in harmony with all other Metal Stacks Associates to help further the success of the overall Metal Stacks Members Auto Stacker Program and the success of all Metal Stacks Associates;
- Always remember that success is the result of honest effort. While working towards personal success, encourage and motivate all involved to sow the seed of diligent effort;
- Fulfill all obligations stated herein with regards to enrollment of other Metal Stacks Associates including training, motivation, and support; and
- Endeavor to observe the spirit in all of Metal Stacks rules and policies, acknowledging that they are "for my benefit" and the benefit of all involved.

4.1.2 Metal Stacks Associate shall not:

- Engage in any high pressure selling and recruiting practices;
- Enroll minors or persons who are not capable of making an informed decision; and
- Order or purchase Metal Stacks products and/or service for other Metal Stacks Associates without the prior expressed permission of such persons.

4.1.3 Metal Stacks Associates shall conduct all Metal Stacks business activities with a high standard of business ethics, and in a manner that will enhance the integrity and professionalism of all Metal Stacks Associates and uphold Metal Stacks reputation as a whole. Metal Stacks Associates are further committed to conduct the Metal Stacks business according to the following:

- Not to offer or promote the Metal Stacks Members Auto Stacker Program, or in combination

with, any other system, program, sales tools, or method of marketing other than that specifically set forth in the official Metal Stacks literature;

- Not to be engaged in competitive business and/or products, particularly, but not limited to, those businesses that employ the multi-level system network of sales and distribution, or direct selling of marketing and selling;
- Promote, market and sell only Metal Stacks products which he or she has purchased from Metal Stacks and such other products or services expressly approved by Metal Stacks for the operation of the Metal Stacks business;
- Not to alter, vary or in any way tamper with Metal Stacks products, services, business building or marketing materials and literatures supplied by Metal Stacks;
- Not to require or encourage other Metal Stacks Members, Associates, current customers or prospective customers to execute any agreement or contract other than the official Metal Stacks Agreements and contracts in order to become a Metal Stacks Associate;
- Not to require or encourage other Metal Stacks Members, Associates, current customers or prospective customers to make any purchase from, or payment to, any individual or other entity to participate in the Metal Stacks Members Share Plan other than those purchases or payments identified as recommended or required in the official Metal Stacks documents or literature;
- Not to use or attempt to use any Metal Stacks trade names, trademarks, service marks, product names, Metal Stacks derivatives or abbreviation without the prior written consent from Metal Stacks;
- Promote and preserve the goodwill and reputation associated with Metal Stacks business;
- Not to engage in any unlawful, deceptive, unethical, dishonest or fraudulent business or practice in relation to or in connection with his or her Metal Stacks business;
- Under no circumstances disparage, infringe or defame Metal Stacks, Metal Stacks business or any other Metal Stacks Associate in connection with the marketing of Metal Stacks program, products, services and/or business opportunity, or to misappropriate any confidential information (including, but not limited to, sales team Genealogy Reports, the identities of Members and Associates, contact information of Members and Associates, Associates personal and group sales volumes, Associate rank and/or achievement levels, and other financial and business information) of Metal Stacks for use by the Metal Stacks Associate or any others.
- Not to seek or attempt to circumvent the terms and conditions of the Metal Stacks Agreement or act in any manner which would bring Metal Stacks in disrepute.

4.1.4 Any effort by an Associate to convince or entice any Metal Stacks Member or Associate to discontinue or diminish purchasing Metal Stacks products, to move from one Metal Stacks marketing organization to another, to discontinue or diminish efforts to promote the Metal Stacks Members Auto Stacker Program, its products, services and business opportunity, or to promote or pursue another direct selling opportunity, or to disparage Metal Stacks Members Auto Stacker Program, its products, services and business opportunity is a material breach of the Metal Stacks Associate's responsibility and a material breach of the Metal Stacks Agreement.

4.2 ONE Metal Stacks Business Per Individual in a Household

An Associate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Metal Stacks business. No individual may have, operate or receive compensation from more than one Metal Stacks business unless approved in writing by Metal Stacks, Inc..

Individuals of the same Household may maintain, own, and operate their own Metal Stacks Business. A "Household" is defined as spouses and dependent adult children living at or doing business at the same address. In the event that two members of the same Household elect to become Associates, one must be enrolled by the other. In the event that more than two members of the same Household elect to become Associates, they must elect one Household member to enroll the others. In the event that members of the same Household elect to become Associates at different times, the Household member who joined Metal Stacks first must be the Enroller for all other Household members.

4.3 Business Entities (applicable for the United States & US Territories)

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a Metal Stacks Associate by submitting a Metal Stacks Independent Associate Application and Agreement along with a properly completed Metal Stacks Business Entity Registration Form and a properly completed IRS Form W-9 (for the United States and US Territories).

The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership (legal or equitable) interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to Metal Stacks, compliance with the Metal Stacks Policies and Procedures, the Metal Stacks Associate Agreement, and other obligations to Metal Stacks.

4.4 Independent Contractors Status and Representation

Your relationship with Metal Stacks established under the Metal Stacks Agreement is that of an independent contractor. Metal Stacks Associates are not considered purchasers of a franchise, nor does the Metal Stacks Agreement between Metal Stacks and its Associates create an employee/employer relationship, legal representation, agency, partnership or joint venture. Metal Stacks Associates are strictly prohibited from suggesting, stating or implying, directly or indirectly in any manner, that their relationship is any other than as outlined above. Metal Stacks Associate shall hold Metal Stacks harmless from any claims, damages or liabilities arising out of such Metal Stacks Associate's business practices and/or conducts.

Metal Stacks Associates are independent contractors. Metal Stacks does not dictate selling and/or marketing methods, specific hours, or effort levels, other than those required in Associate/Company interactions and except as stated herein. Metal Stacks Associates must comply with the terms of the Metal Stacks Associate Agreement, the Metal Stacks Policies and Procedures, applicable laws and acceptable marketing and business practices, as amended from time to time.

Metal Stacks Associates are not authorized to act on behalf of or for Metal Stacks nor bind Metal Stacks to any agreement, contract, expense, commitment, sponsorship and/or obligation. Under no circumstances shall an Associate represent directly or indirectly in any manner that might indicate or suggest he has influence over Metal Stacks corporate decision, or authority or representation from Metal Stacks.

4.5 Legal Compliance

Metal Stacks Associate must comply with all applicable local, state, national or international laws and regulations in conducting their Metal Stacks business and shall not engage in any activity which may bring disrepute to themselves or to Metal Stacks.

Metal Stacks Associate shall operate their Metal Stacks business strictly in accordance with the terms and conditions of the Metal Stacks Agreement, such compliance being of the utmost importance to the successful operation of the Metal Stacks business and the protection of the goodwill attaching to Metal Stacks business and the Metal Stacks proprietary marks.

Metal Stacks Associates shall not participate or engage in any unlawful practices.

Adherence to Laws and Regulations for US Associates:

Metal Stacks Associates must comply with all federal, state, and local laws, regulations, ordinances, and codes in the conduct of their Metal Stacks business. Many cities or states may have laws regulating certain home based businesses. In most cases these ordinances are not applicable to Metal Stacks Associates because of the nature of their Metal Stacks business. However, Metal Stacks Associates must obey those laws that do apply to them. If a city or state official informs an Associate that an ordinance applies to him or her, the Metal Stacks Associate shall cooperate and immediately send a copy of the ordinance to the Compliance Department of Metal Stacks. (support@metalstacks.com)

4.6 Tax Responsibility

As an independent contractor, Metal Stacks Associates are solely responsible for declaration and payment of personal income tax, applicable Goods and Services Tax (GST) or Value Added Tax (VAT), tax liabilities and fees that may accrue in connection with the Associate's Metal Stacks business or arising out of the Metal Stacks Agreement.

Income Taxes for US Associates:

Each Metal Stacks Associate is responsible for paying local, state, and federal taxes on any income generated as an Independent Metal Stacks Associate. We cannot and do not provide tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If an Associate's Metal Stacks business is tax exempt, the Federal tax identification number must be provided to Metal Stacks. At the end of each calendar year, Metal Stacks will issue an IRS Form 1099 Misc. (Non-employee Compensation) earning statement as required by law, for Metal Stacks Associates who:

- Have generated earnings of over \$600 in the previous calendar year.

4.7 Sales Policy and Requirements

The Metal Stacks Members Auto Stacker Program is based on the sale of Metal Stacks products and/or services to the end consumers. Metal Stacks Associates must fulfill personal and team organization retail sales requirements (as well as meet other responsibilities set forth in the Metal Stacks Agreement) to be eligible for commissions, bonuses and advancement to higher levels of achievement. The following sales requirements must be satisfied for Metal Stacks Associates to be eligible for commissions:

- Associates must satisfy the Personal Sales Volume, Group Sales Volume, and membership product purchase volume requirements to fulfill the requirements associated with their rank as specified in the Metal Stacks Members Auto Stacker Program. “Personal Sales Volume” includes purchases made by the Metal Stacks Associate. “Group Volume” shall include the total Sales Volume of all Metal Stacks Associates in his or her marketing organization but shall not include the Metal Stacks Associate’s Personal Sales Volume.
- Metal Stacks Associates must develop or maintain at least two (2) active Members.
- Metal Stacks Associates shall not sell any Metal Stacks products and/or services in combination with any other non-Metal Stacks products or services.

4.8 Geographical Territory Rights

There shall be no exclusive geographic territory rights or special privileges granted to any Metal Stacks Associate or marketing organization to market and/or sell Metal Stacks products or services, and to conduct the Metal Stacks business opportunity, regardless if such Country is officially open for the Metal Stacks Members Stacker Plan.

There are no exclusive geographic territories for recruiting purposes nor shall any Metal Stacks Associates imply or state that he or she has any exclusive geographic territory rights. There are no geographic limitations on a Metal Stacks Associate’s sponsoring except in those foreign countries that have not officially been opened by Metal Stacks.

4.9 International Marketing

Metal Stacks Associates may promote and sell Metal Stacks products and services and enroll Members or Associates only in the countries in which Metal Stacks is authorized to officially conduct business, as announced in official Company literature.

Metal Stacks Associates may promote, market and sell Metal Stacks products or services in any other country provided always that such Metal Stacks Associates comply with and abide by all applicable local laws, rules, regulations, codes and guidelines, applicable to Metal Stacks Associates of such Other Country. (“Outside USA Policy”). The Outside USA Policy shall apply to such Metal Stacks Associate as if he or she is a Metal Stacks Associate of that Other Country. The Outside USA Policy can be found in the Metal Stacks official website and it is the Metal Stacks Associate’s responsibility to read, understand and familiarize with the Outside USA Policy. However, Metal Stacks Associates may not ship or sell Metal Stacks products across any international border for the purpose of sales, resale or distribution in any Other Country. All orders for Other Countries shall be placed with and through the Metal Stacks Replicated Website and are subjected to the Outside USA Policy.

In addition, no Metal Stacks Associate may, in any Unauthorized Country:

- Conduct sales, enrollments, meetings or trainings;
- Enroll or attempt to enroll potential Members or Associates; or
- Conduct any other activity for the purpose of selling Metal Stacks products, services,

establishing a marketing organization, or promoting the Metal Stacks opportunity.

4.10 Record Keeping

Metal Stacks Associates must comply strictly with record keeping in the jurisdiction where Metal Stacks operates in, as required by applicable laws or regulations. Metal Stacks Associates shall maintain complete and accurate records of Metal Stacks business transactions.

Sales Receipts for US Associates:

All Associates must provide their Members with two (2) copies of an official Metal Stacks sales receipt at the time of their initial sale or order. These receipts set forth the Metal Stacks Members Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Metal Stacks Associates must maintain all retail sales receipts for sales to their Members for a period up to seven (7) years and furnish them to Metal Stacks at the Company's request. Records documenting the purchases of Metal Stacks Associates Members will be maintained by Metal Stacks.

Remember that Members must receive two (2) copies of the sales receipt. In addition, Metal Stacks Associates must orally inform the buyer of his or her cancellation rights.

4.11 Activity Reports

All information provided by Metal Stacks in sales team activity reports, including but not limited to personal and group sales volume (or any part thereof), and sales team sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge backs; the information is not guaranteed by Metal Stacks or any persons creating or transmitting the information.

All personal and group sales volume information are provided "AS IS" without warranties, express or implied, or representations of any kind whatsoever. In particular, but without limitation there shall be no warranties of merchantability, fitness for a particular use, or non-infringement.

To the fullest extent permissible under applicable laws, Metal Stacks and/or other persons creating or transmitting the information will in no event be liable to any Metal Stacks Associate or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and/or group sales volume information (including but not limited to lost profits, commission, or bonuses, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if Metal Stacks or other persons creating or transmitting the information shall have been advised of the possibility of such damages.

To the fullest extent permitted by laws, Metal Stacks or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, product liability or other theory with respect to any subject matter of this Agreement, or Terms and Conditions related thereto.

Access to and use of Metal Stacks online and telephone reporting services and your reliance upon such information is at your own risk. All such information is provided to you "AS IS". If you are dissatisfied

with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Metal Stacks online and telephone reporting services and your reliance upon the information.

4.12 Errors or Questions

Metal Stacks Associates should notify Metal Stacks in writing immediately, or within ten (10) business days of the date of the purported errors or incident in questions regarding commissions, bonuses, genealogy lists, reports, orders or charges.

Metal Stacks will not be responsible for any errors, omissions or problems not reported within ten (10) business days.

4.13 Requests for Records

Any request from an Associate for copies of invoices, applications, sales team activity reports, or other records will require a fee of one dollar (\$1.00) per page per copy. This fee covers the expense of mailing and time required to research on the requested files and to make available copies of the records.

4.14 Back Office Access

Metal Stacks makes available the online Metal Stacks Back Offices to its Associates. The Metal Stacks Back Office provides Metal Stacks Associates access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Associate's Metal Stacks business and to increase sales of Metal Stacks and services.

The access to Metal Stacks Back Office is a privilege extended to all its active Metal Stacks Associates this should not be construed as a right or entitlement. Metal Stacks reserves the right to deny Metal Stacks Associates access to the Metal Stacks Back Office at its sole and absolute discretion.

4.15 Re-Packaging, Relabeling or Tampering Prohibition

Metal Stacks Associates, whether active or otherwise, shall not repackage, re label or tamper with any Metal Stacks products. Nor shall the Metal Stacks products be removed from its original packaging and resold in any way or form other than its original condition.

4.16 Sales/Resales Location of Products

To maintain a standard of fairness and professionalism, Metal Stacks Associates, whether active or otherwise, may not display or sell Metal Stacks Products in any kind of retail settings or establishments, including, but not limited to, shops, stores, supermarket, retail outlets, drug stores, clinics, offices, agencies, establishments, flea markets, fairs, exhibitions, events or unapproved internet sites. Metal Stacks strictly prohibits the display of Metal Stacks products to the public without Metal Stacks prior written approval.

Additionally, if an Associate receives written approval for the display and sales of Metal Stacks products, the Metal Stacks Associate must ensure that Metal Stacks products shall not be displayed or promoted alongside other non-Metal Stacks products.

4.17 Participation in Trade Shows, Expositions and Any Other Sales Forums

Metal Stacks Associates may participate, display and/or sell Metal Stacks products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Metal Stacks Associates must contact the Metal Stacks Marketing Department in writing and receive approval at least two (2) weeks prior to the event, as Metal Stacks policy is to authorize only one (1) Metal Stacks business per event.

Final approval will be granted to the first Metal Stacks Associate who submits an official advertisement of the event, a copy of the contract signed by both the Metal Stacks Associate and the event official, and an official receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Metal Stacks Marketing Department by emailing support@metalstacks.com.

At the event, Metal Stacks products, marketing materials and literature may not be displayed along with other non-Metal Stacks products, services or opportunities of another company. Only Metal Stacks approved marketing materials and literature may be displayed or distributed.

Metal Stacks further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or the Metal Stacks Members Auto Stacker Program. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image which Metal Stacks wishes to portray.

Metal Stacks Associates may not market or sell Metal Stacks products, services, or promote Metal Stacks Members Auto Stacker Program or Opportunity via live, or any types of auctions, including without limitation on the internet, social media or any kind of electronic applications (mobile Apps included).

Metal Stacks will not be held liable for any losses, damages, or lack of success at approved events.

4.18 Excess Inventory and Bonus Buying Prohibition

Metal Stacks Associates must never purchase more products than they can reasonably use or sell to retail customers in a month; and must not influence or attempt to influence any other Metal Stacks Associates to buy more products than they can reasonably use or sell to retail customers in a month.

- Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentive, prizes, commission or bonuses that is not driven by bona fide product or service purchases by end user consumers.
- Bonus buying includes, but is not limited to, purchasing Metal Stacks products or services through a straw man, phantom entity, or other artifice. Any attempt, device or scheme whereby an Associate directly or through a third party purchases excess Metal Stacks products solely for the purpose of qualifying for commissions or bonuses is strictly prohibited and constitutes fraud or misconduct on the part of the Metal Stacks Associate.

Excess inventory and bonus buying constitutes a breach of the Metal Stacks Policies and Procedures, it is strictly prohibited.

4.19 Participation in Other Network Marketing Programs

Metal Stacks imposes no restrictions on any Metal Stacks Associate's participation or sales activities in other direct selling, multi-level marketing, or network marketing entities, businesses, organizations, opportunities, or ventures (collectively referred to as a "network marketing business"); unless such activities or programs would cause or result in the breach of the Metal Stacks Agreement.

If an Associate is engaged in any other network marketing business, it is the responsibility of the Metal Stacks Associate to ensure that his or her Metal Stacks business is operated entirely separate and apart from any other network marketing business. To this end, the following must be adhered to:

- Metal Stacks Associates must not sell, or attempt to sell, any competing non-Metal Stacks programs, products or services to Metal Stacks Members or Associates. Any program, product or services in the same generic categories as Metal Stacks products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.
- Metal Stacks Associates shall not display Metal Stacks marketing, literature and promotional material, sales aids, products or services with or in the same location as, any non-Metal Stacks marketing, literature, promotional material, sales aids, products or services.
- Metal Stacks Associates shall not offer the Metal Stacks Members Auto Stacker Program, products or services to prospective or existing Metal Stacks Members or Associates in conjunction with any non-Metal Stacks programs, products or services.
- Metal Stacks Associates may not offer non- Metal Stacks programs, opportunities, products or services at any Metal Stacks related meeting, seminar, convention, webinar, teleconference, or other event.

Breach of any of the subsections in 4.19 could result in Metal Stacks taking corrective measures and or/ disciplinary action towards the Associate as outlined in section 10.2.

4.20 Cross line Recruiting Strictly Prohibited

Metal Stacks Associates are prohibited from cross line recruiting. The use of a spouse or relative's identity, trade names, DBAs, assumed names, entities such as an LLC or fictitious identification numbers, or any other device or contrivance to circumvent this policy is strictly prohibited.

Metal Stacks Associates shall not demean, discredit, or defame other Metal Stacks Associates in an attempt to entice another Metal Stacks Member, Associate or prospective Associate to become part of his or her organization.

For the purpose of section 4.20, the term "Cross line Recruiting" means the actual or attempted sponsorship, Metal Stacks solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, another Metal Stacks Associate or Member to enroll, join, or otherwise participate in another Metal Stacks marketing organization, sales team, or line of sponsorship other than the one in which he or she originally enrolled.

Breach of any of the subsections in 4.20 could result in Metal Stacks taking corrective measures and or/ disciplinary action towards the Associate as outlined in section 10.2.

4.21 Non-solicitation

Metal Stacks Associates are free to participate in other direct selling, multi-level marketing, or network marketing entities, businesses, organizations, opportunities, or ventures (collectively referred to as a “network marketing business”). However, during the term of the Metal Stacks agreement, any renewal or extension hereof, and for a period of twelve (12) calendar months following the termination or expiration of an Associate’s Metal Stacks Agreement, for any reason whatsoever, an Associate (or former Metal Stacks Associate) may not on their own behalf, or on behalf of any other individual or other entity, attempt to hire, solicit, recruit or enroll any employee, associate, customer, supplier, service provider of Metal Stacks or any of its affiliates, or in any manner attempt to influence or induce any employee, associate, customer, supplier, service provider of Metal Stacks or any of its affiliates, to alter or terminate their engagement or business relationship with Metal Stacks or its affiliates or to join another network marketing business.

For the purposes of section 4.21, the term “recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party) another Metal Stacks Associate or Member to:

- Enroll, join, or otherwise participate in another network marketing business; or
- Terminate or alter his or her business or contractual relationship with Metal Stacks.

The term “recruit” also includes the above activities in the event that the Metal Stacks Associate’s actions are in response to an inquiry made by another Metal Stacks Associate or Member. Solicitation includes, but is not limited to:

- Producing or offering any promotional materials for/from another network marketing company, which is used to solicit Metal Stacks Associates to such company;
- Promoting, marketing or selling of non-Metal Stacks products or services which competes directly or indirectly with Metal Stacks products and services to Metal Stacks Members, Associates or customers;
- Introducing or presenting, directly or indirectly, another network marketing company business to any Metal Stacks Associate; or
- Offering any other company’s products, services or business opportunity at any Metal Stacks meeting or event.

Metal Stacks Associates and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective.

Therefore, Metal Stacks Associates and Metal Stacks agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which Metal Stacks Associates are located.

This provision shall survive the termination or expiration of the Metal Stacks Associate Agreement. Any

violation of this subsection will result in Metal Stacks pursuing reparations for damages with may include; commissions paid from time of infraction.

4.22 Actions of Household Members or Affiliated Parties

If any member of an Associate's immediate household engages in any activity which, if performed by the Metal Stacks Associate, would violate any provision of the Metal Stacks Agreement, such activity will be deemed a violation by the Metal Stacks Associate and Metal Stacks may take disciplinary action pursuant to the Metal Stacks Policies and Procedures against the Metal Stacks Associate.

Similarly, if any individual who is associated in any way with a corporation, partnership, limited liability company, trust or other entity (collectively "Business Entity") violates the Metal Stacks Agreement, such action(s) will be deemed a violation by the Business Entity, and Metal Stacks may take disciplinary action against the Business Entity. Likewise, if an Associate enrolls in Metal Stacks as a Metal Stacks Business Entity, each Affiliated Party of the Metal Stacks Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Metal Stacks Agreement.

4.23 Targeting Other Direct Sellers

Metal Stacks does not condone Metal Stacks Associates specifically or consciously targeting the sales force of another direct sales company to sell Metal Stacks products or to become an Associates for Metal Stacks, nor does Metal Stacks condone Metal Stacks Associates solicitation or enticement of members of the sale force of another direct sales company to violate the terms of their contracts with those companies.

Should Metal Stacks Associates engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Associate alleging that he or she engaged in inappropriate recruiting activity of its sales force or Members, Metal Stacks will not pay any of the Metal Stacks Associate's defense costs or legal fees, nor will Metal Stacks indemnify the Metal Stacks Associate for any judgment, award, or settlement.

4.24 Unauthorized Communication

In the excitement and enthusiasm of working a Metal Stacks business, an Associate may attempt to contact the Company's vendors, suppliers, or advisors with questions or ideas. Any such communication without the Company's prior written consent is strictly prohibited. Vendors, suppliers, and advisors are often not set up to handle a large volume of contacts. Equally important, we must respect their rights to privacy. Questions regarding any of these Entities may be directed to Metal Stacks Support Team at support@metalstacks.com.

It is strictly prohibited for Metal Stacks Associates to speak to media outlets.

4.25 Confidential Information

Without prejudice to the foregoing provisions, all information and materials disclosed or made known to you by Metal Stacks pertaining to the subject matter under the Metal Stacks Agreement, shall not be disclosed or otherwise disseminated by you without written approval of Metal Stacks, and such information and material shall not be used by you except in furtherance of the purposes of this Agreement.

“Confidential Information” includes, but is not limited to, sales team Genealogy Reports, the identities of Metal Stacks Members and Associates, contact information of Metal Stacks Members and Associates, Associates personal and group sales volumes, Associate rank and/or achievement levels, and other financial and business information.

All Confidential Information (whether oral or in written or electronic form) is proprietary information of Metal Stacks and constitutes a business trade secret belonging to Metal Stacks. Confidential Information is, or may be available, to Metal Stacks Associates in their respective Metal Stacks Back Offices. Metal Stacks Associate access to such Confidential Information is password protected; and is confidential and constitutes proprietary information and business trade secrets belonging to Metal Stacks. Such confidential information is provided to Metal Stacks Associates in strictest confidence and is made available to Metal Stacks Associates for the sole purpose of assisting Metal Stacks Associates in working with their respective sales team organizations in the development of their Metal Stacks business.

All Confidential Information provided to an Associate are proprietary to and owned by Metal Stacks. All Metal Stacks Associates acknowledge that such information may contain information concerning the Metal Stacks Associate. This includes, but is not limited to, the sales team Genealogy Reports, the identities of Metal Stacks Members and Associates, contact information of Metal Stacks Members and Associates, Associates personal and group sales volumes, Associate rank and/or achievement levels, and other financial and business information. By executing the Metal Stacks Agreement, the Metal Stacks Associate consents to Metal Stacks use and dissemination of this Confidential Information therein, and any other information collected by Metal Stacks in connection with Metal Stacks business, including the enforcement of the terms of and its rights under the Metal Stacks Agreement. This includes the compliance with applicable laws in the various jurisdictions.

Metal Stacks Associates may not use this information for any purpose other than for developing, managing, or operating their Metal Stacks business. Metal Stacks Associates should use the Confidential Information to assist, motivate, and train their sales team Associates.

To protect the Confidential Information, Metal Stacks Associates shall not, on their own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to his or her Metal Stacks Back Office;
- Use any Confidential Information to compete with Metal Stacks;
- For any purpose other than promoting his or her Metal Stacks business;
- Recruit or solicit any Metal Stacks Associate or Member listed on any Metal Stacks report or in the Associate’s Metal Stacks Back Office, or in any manner attempt to influence or induce any Metal Stacks Associate or Member, to alter their business relationship with Metal Stacks; or
- Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

Upon non-renewal or termination of the Metal Stacks Agreement, Metal Stacks Associates must

immediately discontinue all use of the Confidential Information and if requested by Metal Stacks promptly return all materials in their possession to Metal Stacks within five (5) business days of request at their own expense.

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Metal Stacks Agreement and shall remain effective and binding irrespective of whether an Associate's Metal Stacks Agreement has been terminated, or whether the Metal Stacks Associate is or is not otherwise affiliated with Metal Stacks.

4.26 Updates of Personal Information

To ensure timely delivery of Metal Stacks products, services, support materials, commissions and bonuses, and tax related documents, it is important that the Metal Stacks files are current and kept up to date. It is thus in the interest of all Metal Stacks Associates to notify and update Metal Stacks customer service department of any changes to email addresses, residential address and contact numbers at least two (2) weeks in advance. Alternatively, Metal Stacks Associates may update any such changes through their Metal Stacks Back Office.

4.27 Leadership and Supervisory Responsibility

Metal Stacks compensation is based on the sales of Metal Stacks products or services to the end consumer. To qualify for compensation and bonuses, Metal Stacks Associates have an ongoing responsibility to promote the Metal Stacks business opportunity, to support Metal Stacks policies, programs and personnel, and to service, supervise, motivate and train their marketing organization to sell and market Metal Stacks products, services, and to promote the Metal Stacks business opportunity.

- Any Metal Stacks Associate who sponsors another Associate into Metal Stacks must perform a bona fide assistance, support, training and supervisory function to ensure that their sales team Associate continues to receive support and is operating his or her Metal Stacks business in accordance with the Metal Stacks Agreement.
- Support team Associates must have ongoing contact and communication with the Metal Stacks Associates in their sales team organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of sales team Associates to Metal Stacks meetings, training sessions, events, and other functions.
- Support team Associates are also responsible to motivate and train new Metal Stacks Associates in Metal Stacks product knowledge, effective sales techniques, the Metal Stacks Members Share Plan, and the compliance with Metal Stacks Policies and Procedures and applicable laws.
- Metal Stacks Associates should monitor the Metal Stacks Associates in their sales team organizations to be vigilant against sales team Associates making improper Metal Stacks products or business claims, violation of the Metal Stacks Policies and Procedures, or engaging in any illegal or inappropriate conduct.

4.28 Increased Training Responsibilities

As Metal Stacks Associates progress through the various levels of leadership, they will become more

experienced in sales techniques, product knowledge, and understanding of the Metal Stacks program. They will be called upon to share this knowledge with the less experienced Metal Stacks Associates.

4.29 Ongoing Sales Responsibilities

Regardless of their level of achievement, Metal Stacks Associates have an ongoing obligation to lead by example in personally promoting sales through the generation of new Metal Stacks Members and through servicing their existing Metal Stacks Members.

4.30 Non-disparagement

Metal Stacks serves to provide its independent Metal Stacks Associates with the best Metal Stacks products, Metal Stacks Members Auto Stacker Program, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to Metal Stacks customer service department. Remember, to best serve you, we must hear from you!

Negative comments and remarks made in the field by Metal Stacks Associates about the Company, its products, or Auto Stacker Program, serve no purpose other than to diminish the enthusiasm of other Metal Stacks Associates. For this reason, and to set forth the proper example for their sales team, Associates must not disparage, demean, or make negative Metal Stacks remarks about Metal Stacks, other Metal Stacks Associates, Metal Stacks products, the marketing and Auto Stacker Program, or Metal Stacks directors, officers, or employees.

4.31 Military Installations (applicable for the United States and US Territories)

The offer, promotion, or sale of the goods and services, or the offer and promotion of the Metal Stacks opportunity on a military installation is not a right, it is a privilege. Even if an Associate lives on a military installation, he or she does not have the right to offer Metal Stacks products, services or opportunity to anyone on that installation without the permission of the installation Commander. For the purposes of the U.S. Navy personnel and Navy Regulations, the definition of an "installation" also includes U.S. Navy vessels.

Any Metal Stacks Associate who wants to offer, promote, or sell Metal Stacks products, or offer and promote the Metal Stacks opportunity (these activities will be collectively referred to as "commercial solicitation activities") on a military installation must make an inquiry to the office of the installation Commander to determine whether the Commander has granted permission for Metal Stacks Associates to engage in such activities on the installation. If the Commander has not done so, the Metal Stacks Associate must contact Metal Stacks Corporate Offices to ask the Company to obtain the Commander's permission. Metal Stacks Associates are prohibited from seeking such permission from any installation Commander. If obtained, the permission to engage in commercial solicitation activities on a military installation is granted only for one particular installation.

Any Metal Stacks Associate who intends to engage in commercial solicitation activities on a military installation must be aware of and become completely familiar with the applicable military Regulation or Instruction. There are many activities that are permissible in a civilian environment that are not permissible on a military installation. Some of these activities include, but are not limited to:

- Solicitation during enlistment or induction processing or during basic combat training, and within the first half of the one station unit training cycle.

- Solicitation of “mass,” “group,” or “captive” audiences.
- Making appointments with or soliciting military personnel during their normal scheduled duty hours.
- Soliciting without an appointment in areas used for housing or processing transient personnel, or soliciting in barracks areas used as quarters.
- Use of official military identification cards or vehicle decals by active duty, retired, or reserve members of the military services to gain access to Army installations for the purpose of soliciting. (When entering the installation for the purpose of solicitation Metal Stacks Associates with military identification cards and/or installation vehicle decals must present documentation issued by the installation authorizing solicitations.)
- Offering rebates to promote transaction or to eliminate competition.
- Any oral or written representations which suggest or appear that the military branch sponsors or endorses the Company or its Associates, or the goods, services, and commodities offered for sale.
- The designation of any agent or the use by any agent of titles (for example, “Battalion Insurance Counselor,” “Unit Insurance Advisor,” “Servicemen’s Group Life Insurance Conversion Consultant”) that in any manner states or implies any type of endorsement from the U.S. Government, the Armed Forces, or any State or Federal agency or Government entity.
- Entry into any unauthorized or restricted area.
- Distribution of literature other than to the person being interviewed.
- Contacting military personnel by calling a Government telephone, faxing to a Government fax machine, or sending e-mail to a Government computer, unless a pre-existing relation (that is, the military member is a current client or requested to be contacted) exists between the parties and the military member has not asked for the contact to be terminated.
- Soliciting door to door or without an appointment.

The foregoing items are not an all-inclusive list. There are many more prohibited activities that are addressed in the applicable military Regulation or Instruction. The violation of military Regulations or Instructions by one Metal Stacks Associate could jeopardize the ability of all Metal Stacks Associates to engage in commercial solicitation activities on a particular military installation or even the entire branch of the military involved (e.g., Army, Air Force, Navy, Marines, or Coast Guard).

SECTION 5:

SPONSORING, SALES, TRANSFER AND ASSIGNMENT OF ORGANIZATION

5.1 Sponsoring

Metal Stacks Associates are eligible to sponsor other individuals into their Metal Stacks sales organization in the United States, its territories and any Other Country officially open for business by Metal Stacks.

5.2 Disclosure of Policy

Prior to sponsoring prospective new associates, Metal Stacks Associate must:

- Provide to and review with, or ensure that the prospective Metal Stacks Associate have online access to the most current and up to date version of the Metal Stacks Independent Associate Application and Agreement, Metal Stacks Policies and Procedures and the Metal Stacks Auto Stacker Program; and
- Emphasize in all presentations that no Metal Stacks Associates will be compensated solely for enrolling new Associates, as ultimately all compensation at Metal Stacks is based on the selling of Metal Stacks products or services to end consumers.

5.3 Sponsoring Online

When sponsoring a new Metal Stacks Associate through the Metal Stacks Online Enrollment Process, the sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and Metal Stacks Agreement, Metal Stacks Policies and Procedures, and the Metal Stacks Auto Stacker Program. The sponsor may not fill out the online Metal Stacks Independent Associate Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

5.4 Change of Sponsor

Metal Stacks strongly discourages any changes in sponsorship and takes a serious view on any potential breach of policy. In order to protect all Sponsors, no Metal Stacks Associate may interfere with the relationship between another Metal Stacks Associate and his or her Sponsor in any way. An Associate may not offer, entice, encourage, solicit, recruit, or otherwise influence or attempt to persuade another Metal Stacks Associate to change his Sponsor or line of sponsorship, either directly or indirectly. Accordingly, the transfer of a Metal Stacks business from one sponsor to another is rarely permitted. Metal Stacks reserves the right in its sole and absolute discretion to accept or reject any request for change of sponsor. Metal Stacks decision shall be final. Requests for change of sponsorship must be submitted in writing to the Metal Stacks Compliance Department via email at support@metalstacks.com. It must include valid and substantiated reasons for requesting the transfer. Transfers may only be considered in the following three circumstances:

5.4.1 Misplacement

In cases in which the new Metal Stacks Associate is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an Associate may request transfer to another organization with his or her entire Metal Stacks marketing organization (if any) intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within three (3) business days from the date of enrollment.

The Metal Stacks Associate requesting the change has the burden of proving that he or she was placed beneath the incorrect sponsor. Such changes also require written permission from both the sponsor and the applicant and shall be directed to Metal Stacks compliance Department. It is up to Metal Stacks discretion whether the requested change will be implemented.

5.4.2 Support Team Approval

The Metal Stacks Associate seeking to transfer submits a properly completed and fully executed Metal Stacks Sponsorship Transfer Form which includes the written approval of the immediate four (4) active mentoring team Associates in his or her marketing organization. Photocopied or facsimile signatures are not acceptable. All Metal Stacks Associate signatures must be notarized.

The Metal Stacks Associate who requests the transfer must submit a fee of fifty dollars (\$50.00) for administrative charges and data processing. If the transferring Metal Stacks associate also wants to move any of the Metal Stacks Associates in his or her marketing organization, each sales team Metal Stacks Associate must also obtain a properly completed Metal Stacks Sponsorship Transfer Form and return it to Metal Stacks with the fifty dollars (\$50.00) change fee (i.e., the transferring Metal Stacks Associate and each Metal Stacks Associate in his or her marketing organization multiplied by fifty dollars (\$50.00) is the cost to move a Metal Stacks business.)

Sales team Metal Stacks Associates will not be moved with the transferring Metal Stacks Associate unless all of the requirements of this paragraph are met. Transferring Metal Stacks Associates must allow up to thirty (30) business days after the receipt of the Metal Stacks Sponsorship Transfer Forms by Metal Stacks for processing and verification of the change requests.

5.4.3 Termination and Re-application

An Associate may legitimately change organizations by voluntarily cancelling his or her Metal Stacks business and remaining inactive (i.e., no purchases of Metal Stacks products for resale, no sales of Metal Stacks products and services, no sponsoring, no attendance at any Metal Stacks functions, participation in any other form of Metal Stacks Associate activity, or operation of any other Metal Stacks business, no income from the Metal Stacks business) for continuous period of twelve (12) full calendar months.

Following the twelve (12) calendar months of continuous inactivity, the former Metal Stacks Associate may reapply under a new sponsor; however, the former Metal Stacks Associate's sales team will remain in their original line of sponsorship.

Members or customers who have not signed the Associate Agreement and who have not personally enrolled other members or customers are required to wait for a period of six (6) months.

5.5 Waiver of Claims

In cases in which an Associate concerned has not received written approval from Metal Stacks, or the appropriate sponsorship change procedures have not been followed and finalized, and a sales team organization has been developed in the secondary business by the Metal Stacks Associate, Metal Stacks reserves the sole and exclusive right to determine the final disposition of the sales team organization.

Resolving conflicts over the proper placement of a sales team that has been developed under an illegitimate organization that has improperly switched sponsors is often extremely difficult. Therefore, Metal Stacks Associate waive any and all claims against Metal Stacks its officers, directors, owners, employees, and agents that relate to or arise from Metal Stacks decision regarding the disposition of any sales team organization that develops below an organization that has improperly changed lines of sponsorship.

5.6 Sales, Transfer or Assignment of Metal Stacks Business

Although a Metal Stacks business is a privately owned and independently operated business, the sale, transfer or assignment of a Metal Stacks business, and the sale, transfer, or assignment of an interest in a Metal Stacks Business Entity that owns or operates a Metal Stacks business, is subject to certain limitations. An account that has been inactive for a period of six months or longer will be considered ineligible for transfer, sale or re-assignment.

5.6.1

Prior to selling an independent Metal Stacks business or Business Entity interest, the selling Metal Stacks Associate must notify the Metal Stacks Compliance Department in writing and advise of the intent to sell the Metal Stacks business or Metal Stacks Business Entity interest at least fourteen (14) business days in advance. The selling Metal Stacks Associate must also receive a written approval from the Metal Stacks Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sales or transfer of a Metal Stacks business. In the event that an Associate transfers, assigns, or sells his or her Metal Stacks business without the prior expressed written approval of the Metal Stacks Compliance Department, such transfer, assignment, or sale shall be voidable in the sole and absolute discretion of Metal Stacks.

5.6.2

An Associate who wishes to sell his or her Metal Stacks business, or interest in a Metal Stacks Business Entity that owns or operates a Metal Stacks business, must meet the following criteria:

- The selling Metal Stacks Associate must offer Metal Stacks the right of first refusal to purchase the Metal Stacks business on the same terms as agreed upon with a third-party buyer, with price of the business reflecting a fair market value based on the performance of the business over the past six (6) months. Metal Stacks shall have fourteen (14) business days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must meet all requirements and become a qualified Metal Stacks Associate. If the buyer is an active Metal Stacks Associate, he or she must first terminate his or her Metal Stacks business and wait six (6) calendar months from the date of the resignation, before he or she is eligible to acquire any interest in a different Metal Stacks business.
- Before the sales, transfer or assignment can be finalized and approved by Metal Stacks, any debt obligations the selling party has with Metal Stacks must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Metal Stacks Agreement in order to be eligible to sell, transfer or assign a Metal Stacks business.
- Metal Stacks may charge a commission of 3% of the sales price paid by either seller or buyer or both to Metal Stacks, LLC..

5.6.3

Any Metal Stacks Associate who sells, transfers, or assigns his or her Metal Stacks business shall not be eligible to re-enroll as an Associate for a period of twelve (12) calendar months following the completion of the sales, transfer or assignment.

5.7 Succession

Notwithstanding any other provisions of this section, upon the event of death or incapacitation of an Associate, such Associate's Metal Stacks business may be assigned or inherited by an individual who complies with the Metal Stacks guidelines, pursuant to a written approval of Metal Stacks or a valid will, or in accordance with the intestacy laws of the country, state or jurisdiction in which the Metal Stacks Associate resides. Metal Stacks will not recognize and accept such an assignment until the successor in interest has submitted the relevant supporting legal documentation. Accordingly, an Associate should consult an attorney to assist in preparation of all legal documents and ensuring that such assignment complies with the laws. The successor shall be responsible for all costs relating to the succession of the Metal Stacks business.

5.7.1 Transfer Upon Death of an Associate

In the event of death of an Associate, the executor of the estate must write to Metal Stacks within ninety (90) days. Whenever a Metal Stacks business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all commissions and bonuses of the deceased Metal Stacks Associate's marketing organization. The successor(s) must provide Metal Stacks with the following:

- Certified copies of the death certificate;
- Certified copies of will, trust, letters of testamentary or another instrument; and
- Written instructions from the authorized executor to Metal Stacks specifying to whom the Metal Stacks business and income should be transferred.

The successor(s) shall meet the following requirements:

- Execute a Metal Stacks Associate Agreement;
- Comply with all terms and provisions of the Metal Stacks Agreement;
- Meet all of the qualifications for the deceased Metal Stacks Associate's status;
- Update all personal and/or business entity information, and provides Metal Stacks with an "address of record" to which all commission and bonus checks will be sent;

For residents of the United States or US Territories:

If the Metal Stacks business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. Metal Stacks will issue all commission and bonus checks and one IRS Form 1099 MISC to the business entity.

5.7.2 Transfer Upon Incapacitation of an Associate

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

- A notarized copy of an appointment as trustee;
- A notarized copy of the trust document or other documentation establishing the trustee's right to administer the Metal Stacks business; and
- A completed Metal Stacks Associate Agreement executed by the trustee.

Metal Stacks reserves the right to review and request strict compliance to ensure its validity and legitimacy. The successor shall bear All costs involved (if any).

5.8 Changes to a Business Entity

Each Metal Stacks Associate must immediately notify Metal Stacks of all changes to type of business entity they utilize in operating their businesses and the addition or removal of the Metal Stacks business Affiliated Parties.

5.9 Changes of an Affiliated Party in a Business Entity

To prevent the circumvention of section 5.6 (Sale, Transfer or Assignment of Metal Stacks Business) and 5.4, (Change of Sponsor), if any Metal Stacks Affiliated Party wants to terminate their relationship with the Metal Stacks Business Entity or Metal Stacks, the Metal Stacks Affiliated Party must terminate his or her affiliation with the Metal Stacks Business Entity, notify Metal Stacks in writing that he or she has terminated their affiliation with the Metal Stacks Business Entity, and must comply with the provisions of section 5.6 (Sale, transfer or Assignment of Metal Stacks Business). In addition, the Metal Stacks Affiliated Party foregoing their interest in the Metal Stacks Business Entity may not participate in any other business for twelve (12) consecutive calendar months in accordance with section 5.4.3 (Termination and Re-application). If the Metal Stacks Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of section 5.6 (Sale, Transfer or Assignment of Metal Stacks Business).

The modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in section 5.4 (Change of Sponsor). There is a fifty-dollar (\$50.00) fee for each change requested, which must be included with the written request and the completed Metal Stacks Independent Associate Application and Agreement. Metal Stacks may, at its discretion, require notarized documents before implementing any changes to a Metal Stacks business. Please allow up to thirty (30) business days after the receipt of the request by Metal Stacks for processing.

5.10 Separation of a Metal Stacks Business

Metal Stacks Associates sometimes operate their Metal Stacks businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, limited liability company, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the Metal Stacks business is accomplished so as not to adversely affect the interests and income of

other businesses up or down the line of sponsorship.

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

- One of the parties may, with consent of the other(s), operate the Metal Stacks business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Metal Stacks to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee.
- The parties may continue to operate the Metal Stacks business jointly on a “business as usual” basis, whereupon all compensation paid by Metal Stacks will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the sales team organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Metal Stacks split commission and bonus checks between divorcing spouses or members of dissolving entities. Metal Stacks will recognize only one sales team organization and will issue only one commission check per Metal Stacks business per commission cycle. Commission checks shall always be issued to the same individual or entity.

If a former spouse has completely relinquished all rights in the original Metal Stacks business pursuant to a divorce, they are thereafter free to enroll under any sponsor of his or her choosing without waiting twelve (12) calendar months. In the case of Metal Stacks business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the Metal Stacks business must wait twelve (12) calendar months from the date of the final dissolution before re-enrolling as an Associate. In either case, the former spouse or business affiliate shall have no rights to any Metal Stacks Associates in their former organization or to any former Metal Stacks Member. They must develop the new business in the same manner as would any other new Metal Stacks Associate.

5.11 Roll-up of Marketing Organization

When a vacancy occurs in a marketing organization due to the termination of a Metal Stacks business, the Metal Stacks Associate in the first level immediately below the terminated Metal Stacks Associate on the date of the termination will not be moved to the first level (“front line”) of the terminated Metal Stacks Associate’s sponsor. The position occupied by the terminated Metal Stacks Associate shall remain permanently vacant.

SECTION 6:

COMMISSIONS, BONUSES AND PAYMENTS

6.1 Commission and Bonus Qualifications and Accrual

Metal Stacks Associate must be active and in compliance with the Metal Stacks Agreement to qualify for commissions and bonuses. So long as an Associate complies with the terms of the Metal Stacks Agreement, Metal Stacks shall pay commissions and bonuses to such Metal Stacks Associate in accordance with the Metal Stacks Compensation Plan. An Associate’s commissions and bonuses constitute the entire consideration for the Metal Stacks Associate’s efforts in generating sales and all

activities related to generating sales (including building a sales team organization).

6.2 Commission Payment

The Company pays commissions via hard-copy commission checks, in-house accounts, or direct deposit. Before commissions are paid, all Metal Stacks associates will be required to provide required tax information for reporting purposes. The minimum amount for which Metal Stacks will issue a commission is twenty-five dollars (\$25.00).

Tax Withholdings for US Associates:

If an Associate fails to provide his or her correct tax identification number or submit a W-9 form, Metal Stacks will deduct the necessary withholdings from the Metal Stacks Associate's commission checks as required by law.

6.3 Adjustments for Return Products and Cancelled Services

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

- The bonuses, commissions, or override Metal Stacks Membership will be deducted from payments to the Metal Stacks Associate and support team Metal Stacks Associates who received commissions, bonuses, or overrides on the sales of the refunded Metal Stacks product(s) or cancelled Metal Stacks Membership, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered;
- The Metal Stacks Associate or support team Metal Stacks Associates who earned commissions, bonuses, or overrides based on the sale of the returned Metal Stacks product(s) or cancelled Metal Stacks Membership will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or
- The commissions, bonuses, or overrides attributable to the returned or repurchased Metal Stacks product(s) or cancelled Metal Stacks Membership may be deducted from any refunds or credits to the Metal Stacks Associate who received the commissions, bonuses, or overrides on the sales of the refunded Metal Stacks product(s) or cancelled Metal Stacks Membership.

6.4 Forfeiture of Rights to Commissions and Bonuses

Following an Associate's non-renewal of the Metal Stacks Associate Agreement, termination for inactivity, or voluntary or involuntary termination of the Metal Stacks Associate Agreement (all of these methods are collectively referred to as "termination"), the former Metal Stacks Associate shall have no right, title, claim or interest to the Metal Stacks marketing organization, which was operated, or any commission or bonus from the sales generated by the organization.

- An Associate whose Metal Stacks business is cancelled will lose all rights as an Associate. This includes the right to sell Metal Stacks products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Metal

Stacks Associate's former sales team organization.

- In the event of termination, Metal Stacks Associates agree to waive all rights they may have, including but not limited to property rights, to their former Metal Stacks sales team organization and to any commissions, bonuses or other remuneration derived from the sales and other activities of his or her former sales team organization.
- In the case of policy violation, an Associate whose business is terminated shall receive commissions and bonuses only for the last full pay period he or she was active prior to termination (less any amounts withheld during the investigation(s) preceding an involuntary termination).

6.5 Returned Checks

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

6.6 Third Party Credit Cards and Bank Account

An Associate shall not permit other Metal Stacks Associates or Members to use his or her credit card, or permit debits to his checking or savings account, to enroll in or to make purchases from the Company. An Associate shall not use the credit card, debit card of a third party, or make debits to the checking or savings account of a third party, to enroll in or to make purchases from the Company.

6.7 Sales Tax

Metal Stacks is required to charge sales tax on all purchases made by Metal Stacks Associates and Members, and remit the tax charged to the respective states. Accordingly, Metal Stacks will collect and remit sales tax on behalf of Metal Stacks Associates, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If an Associate has submitted, and Metal Stacks has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales tax will not be added to the invoice and the responsibility of collecting and remitting sales tax to the appropriate authorities shall be on the Metal Stacks Associate (unless the state in question does not accept a Sales Tax Exemption Certificate and Sales Tax Registration License from a direct selling independent contractor).

Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales tax will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by Metal Stacks is not retroactive.

SECTION 7:

PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

7.1 Product Guarantee

7.1.1 Memberships and Certified Coins

Stacks offers:

- A three (3) days money-back guarantee on the Metal Stacks Memberships and
- A refund, return and/or exchange on Numismatic coins [less a 10% restocking fee].

The refund, return and/or exchange policy for Numismatic coins only applies to Metal Stacks Members who contact and notify Metal Stacks Members Service Department within thirty (30) days from the date on which the Metal Stacks Member receives the item. All Numismatic coins must be kept in its original packaging and must be in re-sellable condition.

For US Associates:

Please call (561) 529-3001 or email support@MetalStacks.com

For all other international markets:

Please contact Metal Stacks local or nearest regional office.

This product guarantee does not apply to any bullion products. The return of bullion products is addressed in Section 7.1.2. Shipping and handling charges are non-refundable.

Returns must be carefully packaged and the Metal Stacks Member is responsible for the cost of return shipping. Metal Stacks reserves the right, at its sole discretion, to reject any return that does not comply with these requirements.

7.1.2 Bullion Buyback

If you want to return bullion to Metal Stacks, please contact and notify Metal Stacks Customer Service Department. You will receive instructions for shipping your bullion to Metal Stacks.

For US Associates:

Please call (561) 529-3001 or email support@MetalStacks.com

For all other international markets:

Please contact Metal Stacks local or nearest regional office.

There is no contract or transaction until such time that Metal Stacks is in possession of the bullion. At that time Metal Stacks will inspect the bullion. Metal Stacks reserves the right to cancel any purchase order at any time and for any reason. All risk of loss in any purchase order transaction is borne by the associate, until Metal Stacks takes actual physical custody and control of each and all of the product(s) that are the subject of the purchase order.

If an exchange is requested, Metal Stacks reserves the right to find an acceptable replacement or

make a refund if an acceptable replacement is not available.

You must contact Metal Stacks via email at: support@MetalStacks.com to provide a tracking number so that we can confirm that the product is enroute. Metal Stacks Members are responsible for all costs related to shipping and insuring bullion products to Metal Stacks. The buy back price will not be assigned to the purchase order until it is received at the Metal Stacks Corporate Office. Metal Stacks reserves the right to cancel the buyback for any reason at any time during the buyback process up to finalization of the buyback.

When Metal Stacks receives the package containing your purchase order items, and after Metal Stacks has confirmed the quality, quantity and otherwise the entire accuracy of the transaction, Metal Stacks will assign the order the current market buy back price at the time the bullion is received and inspected. Metal Stacks will typically send you the payment due within seven to ten (7 – 10) Business Days in one of the following ways. You can select the payment method as described below that best suits your needs.

Payment options for purchase orders of less than \$5,000.00 (USD) are:

- Check sent via priority mail (you will bear the priority fee of USD \$9.95, which will be deducted from the total amount of the transaction);
- Check sent via first class mail (\$6.00 fee); or
- Funds sent by ACH (\$5.00 fee)
- Payment options for purchase orders of \$5,000.00 (USD) or more are:
- Bank Wire (you will bear the priority fee of USD \$45.00, which will be deducted from the total amount of the transaction);
- Check sent via priority mail (you will bear the priority fee of USD \$9.95, which will be deducted from the total amount of the transaction);
- Check sent via first class mail (\$6.00 fee); or
- Funds sent by ACH (\$5.00 fee)

Once Metal Stacks has received and inspected your package, Metal Stacks will present you with the buyback price. You must accept via e-mail. Since spot pricing is subject to constant change, if an e-mail acceptance is not immediately received your buyback price is subject to change. Once a buyback price has been accepted (a) all prices are locked-in, and (b) there is a binding contract between us for your transaction and, as a result, you have no right to cancel purchase order(s).

All buyback cancellations are subject to our Market Loss Policy plus a thirty-five dollar (\$35.00 USD) cancellation fee. Buyback cancellations will be confirmed and you will be responsible for shipping charges to return your own bullion. At that time, if any Market Loss to Metal Stacks has occurred, it will be calculated and added to the \$35.00 cancellation fee. If applicable, you agree that you shall have full responsibility and liability to Metal Stacks for any cancel Metal Stacks good funds for any cancellation fee and/or Market Loss. No future Orders may be permitted until any Market Loss is paid in full. Any Market Gain on purchase order cancellations vests in and shall remain the property of Metal Stacks, and Metal Stacks shall have no responsibility to

you for Market Gain. Upon written confirmation by Metal Stacks of your payment of the \$35.00 cancellation fee plus the Market Loss, we will forgive further action against you and your responsibility for any breach by you and all resulting damages owed to Metal Stacks.

7.1.3 Market Loss Policy

When you buy from Metal Stacks, once we have issued a sales order confirmation number, you have a binding contract, the transaction price is locked-in and any corresponding market risk is transferred to you. This is a benefit to you because you know your price at your sales order confirmation time and we believe this is one of the key benefits of transacting with Metal Stacks. If you default in your performance of payment, shipment or any other act required by you, we may cancel your sales order(s). If your sales order(s) is cancelled, you agree to bear full responsibility and liability to Metal Stacks for any market loss, plus a thirty-five dollar (\$35.00) cancellation fee. You must also pay, and bear full responsibility and liability to Metal Stacks for all fees and costs associated with Metal Stacks efforts in collecting from you. Any market gain on sales order cancellations shall vest in and remain the property of Metal Stacks, and Metal Stacks shall have no responsibility to you for market gain. We reserve the right to cancel any Sales Order at any time and for any reason. All future sales orders will be held for shipment until any/all outstanding market loss and/or cancellation fee balances have been paid in full.

7.1.4 Associate Returns

If an Associate returns more than two-hundred fifty dollars (\$250.00) for a refund in any twelve (12) consecutive calendar month period, the request will constitute the Metal Stacks Associate's voluntary termination of his Metal Stacks Associate Agreement, and the refund will be processed as an inventory repurchase pursuant to Section 7.3, and the Metal Stacks Associate Agreement will be terminated and the Metal Stacks business will be cancelled.

7.1.5 General and Auto Stacker Program Returns

Metal Stacks Members are solely responsible for all risks related to the returned products they ship to Metal Stacks. Until Metal Stacks confirms receipt of such product(s). Metal Stacks is not responsible or liable for products that are lost or damaged in transit, whether being shipped to or from Metal Stacks.

Auto Stacker Program Returns

Auto Stacker Program Membership fees are only eligible for a return and refund five (5) days from the date of being charged. Your Auto Stacker Program Membership fee consists of two parts. Part one of the fee charged is to pay a thirty USD \$30 per month hosting fee. The hosting fee is for the use of Metal Stacks Marketing Website, Retail precious Metals Website, Phone App, and other technology provided. Part one is non-refundable after five (5) days as it is considered you have used the service offered. Part two is the purchase of the Auto Stacker Coin Of The Month. The Auto Stacker Coin Of The Month can be sold back to Metal Stacks at current market price after the five (5) days. (Monthly Auto Stacker fee will increase as the price of silver increases but the \$30 hosting fee will not increase) The minimum Auto Stacker Program Membership fee will be \$99.99 no matter how low the price of silver may go.

7.2 Rescission

7.2.1 Members

Federal and state law requires that a Member who makes a purchase of \$25.00 or more in a transaction in which the Metal Stacks Associate is physically present with the Member (an “Applicable Transaction”), has three (3) business days (five (5) business days for Alaska residents, and fifteen (15) business days in North Dakota for Individuals age 65 and older) (excluding Sundays and legal holidays) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form or sales receipt. Metal Stacks Associates must notify their personally enrolled Metal Stacks Members that they have three (3) business days (five (5) business days for Alaska residents, and fifteen (15) business days in North Dakota for Individuals age 65 and older) within which to cancel their purchase or order of an Applicable Transaction, and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Metal Stacks Associates should also notify their Metal Stacks Members about these time limits at the time they enroll as Metal Stacks Members and place their first order (if the transaction is an Applicable Transaction). Products shipped directly to a Metal Stacks Member by the Company must be returned to the Company and the refund will be issued to the Metal Stacks Member by the Company. Metal Stacks Members may contact the Company for a “call tag” that will provide return shipping back to the Company at no cost to the Metal Stacks Member.

7.2.2 Informing Members

For Applicable Transactions, Metal Stacks Associates MUST verbally inform their Metal Stacks Members of this right of rescission, they MUST provide their Metal Stacks Members with TWO (2) copies of a retail receipt at the time of the sale, and MUST highlight this cancellation rights stated on the receipt. If a Metal Stacks Member places an order online, the Company will provide the Metal Stacks Member with the receipt. Metal Stacks Associates must ensure that the date of the order or purchase is entered on the Retail Sales Receipt. All Metal Stacks Members must be provided with two (2) copies of an official Metal Stacks Retail Sales Receipt at the time of the sale. The back of the receipt provides the Metal Stacks Members with written notice of his rights to cancel the sales agreement.

7.3 Return of Inventory and Sales Aids by Associates Upon Termination

Upon termination of an Associate’s Metal Stacks Agreement, the Metal Stacks Associate may return products and sales aids that have been purchased from Metal Stacks (purchases from other Metal Stacks Associates or third parties are not subject to refund) that are in Resalable (see Definition of “Resalable” below) condition, and which have been purchased within one (1) year prior to the date of termination. Please see Section 7.4 for additional information regarding the return of inventory and sales aids.

Upon receipt of resalable sales aids, the Metal Stacks Associate will be reimbursed 90% of the net cost of the original purchase price. Upon receipt of resalable bullion and coins, the Metal Stacks Associate will be reimbursed 90% of the spot price on the day on which the return is authorized by Metal Stacks Customer Service Department.

Neither shipping and handling charges incurred by an Associate when the products or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Associate was paid a commission, rebate, or any other form of compensation based on a product purchased, and such product is subsequently returned for a refund, the commission, rebate, or any other form of compensation that was paid based

on that product purchase will be deducted from the amount of the refund.

Metal Stacks products and sales aids shall be deemed “resalable” if each of the following elements is satisfied:

- Unopened and unused [if applicable];
- Packaging and labeling have not been altered or damaged;
- In a condition such that it is a commercially reasonable practice within the trade to sell the merchandise.
- Within one (1) year from the date of purchase.
- Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable. Replicated Website fees are not refundable except as required by applicable local, state, national or international laws.

7.4 Procedures for All Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

- All items must be returned by the Metal Stacks Associate or Member who has purchased it directly from Metal Stacks.
- All items to be returned must have a Return Authorization Number (RMA) which is obtained by contacting Metal Stacks Customer Service Department. This Return Authorization Number must be written on each returned package.
- The return is accompanied by:
- The original packing slip with the completed (and signed Consumer Return information, if applicable);
- The item(s) in its/their original packaging or container.
- Proper shipping carton(s) and packing materials are to be used in packaging the items(s) being returned, and the best and most economical means of shipping is suggested. All returns must be shipped to Metal Stacks with pre paid shipping. Metal Stacks does not accept shipping collect packages. The risk of loss in shipping for returned items shall be on the Metal Stacks Associate. If the Company does not receive the returned items, it is the responsibility of the Metal Stacks Associate to trace the shipment.

No refund or replacement of any items will be made if the conditions of these rules are not met.

7.5 Product Shipment

Although most orders are shipped within one business day, in extreme circumstances shipment may take up to ninety (90) days from completed payment, depending upon the manner of delivery and supply and demand. Applicable taxes, as well as shipping and handling charges are not reflected. You are fully

responsible for applicable taxes, and shipping and handling charges. Each package over \$500 requires a signature upon delivery. Metal Stacks fully insures all of its shipments. Should anything happen while your package is in transit to you it will be covered by our insurance policy.

However, we will not accept responsibility if you have left instructions with any carriers or delivery services to leave parcels unattended for you without the need for a signature, or if you have given the carrier instructions to leave your package with anyone other than the addressee. This includes but is not limited to a building manager, neighbor, a business mail room, drop off location such as mailboxes, post office boxes, The UPS Store, the Military Postal Service, FedEx Facilities etc. Additionally, we will not assume responsibility for packages that are signed for by apartment/complex building management, a business mailroom, the Military Postal Service or any person(s) that are not the addressee listed on the order.

When we ship to you, if metals are lost or damaged in transit, Metal Stacks assumes responsibility to pursue any claim with the insurance company; provided, however, you agree to cooperate with us in filing a claim for damaged/lost merchandise in any manner we may reasonably request, including the signing of an Affidavit stating the circumstances surrounding the damaged/lost merchandise. If we determine the package is lost or damaged, we will file a claim. Once the claim is filed, we reserve the right to re-ship your items or refund your money at our discretion.

Please note that Metal Stacks will not be responsible for reimbursements or insurance claims on packages that are successfully delivered as addressed. Our liability and insurance ceases the moment the package is signed for or left at the specified delivery address. Any issues or problems with a shipment MUST be reported within 2 days, or else Metal Stacks may have to refute any claims.

In the event that a package becomes lost in transit, it is your responsibility to notify Metal Stacks within three (3) days of the anticipated delivery date. While Metal Stacks will make reasonable efforts to locate the package, Metal Stacks will not be held liable for packages lost in transit without notice within three (3) days of the anticipated delivery date. You are solely responsible for any packages, along with the contents and monetary value thereof, that are lost in transit without notification to Metal Stacks within three (3) days of the anticipated delivery date. Metal Stacks does provide signature required options and tracking on all shipments. It is the Associates' responsibility to choose proper options to ensure the safety of packages.

Shipping without Signature

You can track your package's location at all times while in transit to its destination. With no signature required, all Metal Stacks liability of this order ceases upon successful delivery of the package.

Shipping with Signature

You can track your package's location at all times while in transit to its destination. All Metal Stacks liability of this order ceases upon signature given. Please inspect your package before signing.

Shipment Packaging

When mailing valuable precious metals, discretion and protection are key. Your products are securely wrapped in protective packaging, then placed in the shipping parcel along with packing material to prevent the products from shifting during shipping.

Please note: our return address and packaging do not give any indication of the valuable contents of the package, so you can rest assured that your packages will arrive safe and sound.

Shipment Tracking

When you place an order at Metal Stacks, you can track your order's progress until your products are delivered to your doorstep. As soon as your order ships, typically within one business day of cleared payment, you will receive an email notification of shipment.

You can then follow along in the FedEx, UPS, DHL application or by tracking through the USPS. Our customers are fully informed of the location of their metals at all times between the package being picked up at our facility by the carrier and final delivery. You will know if your package will require a signature at delivery or not before finalizing your order at checkout.

More About Shipping Insurance

To ensure complete customer confidence, every single package we ship is sent with full shipping insurance. This means that in the extremely unlikely case your package is lost or damaged in transit, you will receive a full refund or exchange. Please note that our insurance policies only extend to packages in transit – once the carrier obtains a signature or completes the delivery confirmation, our coverage ceases. Please note that failure to notify us of damage or tampering within 48 hours from signature or delivery date may impact our ability to cover your claim. See our Terms and Conditions for full details.

When ordering from Metal Stacks, you can be sure that your products are fully covered from our doorstep to yours. Please contact us if you have any questions about our shipping or insurance.

7.6 Product Abandonment

It is the responsibility of the Associate to maintain their personal contact information within their Metal Stacks Back Office profile. When products are returned to Metal Stacks due to the inability to deliver by the carrier, Metal Stacks will make reasonable attempts to contact the Associate using the contact information on file in the Back Office.

If Metal Stacks is unsuccessful in contacting the member or arranging for successful delivery of the product within 30 days from the date the product was returned to Metal Stacks the product will be moved to our vault and monthly notifications will continue to be sent to the Associate to pursue delivery.

Monthly storage and notification fees may apply. These fees will be required to be paid, in addition to shipping costs, prior to the delivery of the product to the Associate. The storage and notification fees will cease being charged once they have accumulated to the value of the product, and the product will be taken back into Metal Stacks inventory as payment for the services rendered.

SECTION 8:

COPYRIGHTS AND PROTECTED MATERIALS, INTERNET, WEBSITES, SOCIAL MEDIA, ADVERTISING AND COMMUNICATION GUIDELINES

8.1 Trademarks and Copyrights

The name of Metal Stacks and other names as may be adopted by Metal Stacks are proprietary trade names, trademarks and service marks of Metal Stacks (collectively “marks”). As such, these marks are of great value to Metal Stacks and are supplied to Metal Stacks Associates for their use only in an expressly authorized manner.

Metal Stacks will only allow the limited non-exclusive use of its marks, designs, logos or symbols, or any derivatives or abbreviation thereof, solely by an Associate in the furtherance or operation of a Metal Stacks business, consistent with the Metal Stacks Policies and Procedures.

Metal Stacks will not allow the use of its marks, designs, logos or symbols, or any derivatives or abbreviation thereof, by any person, including Metal Stacks Associates, in any manner without its prior written permission.

Only Metal Stacks is authorized to produce and market Metal Stacks programs, products, services, marketing materials and literatures under the Metal Stacks marks. This includes, but is not limited to, presentation slides, overheads, charts, brochures, media contents, domain names, mobile applications, training, marketing and/or promotional materials, including souvenirs and novelties, such as, t-shirts, caps, mugs, pins, bookmarks, magnetic signs, banners, posters, etc. Use of the Metal Stacks Marks, designs, logos or symbols, or any derivatives or abbreviation thereof, in any manner, on any marketing materials and literatures not produced by Metal Stacks is strictly prohibited.

Metal Stacks Associates are liable to Metal Stacks for any damages arising out of their misuse of Metal Stacks Marks, copyrights and other intellectual property rights, in any form, except as explicitly defined in the Metal Stacks Policies and Procedures, or as otherwise approved in writing by Metal Stacks.

8.1.1 Metal Stacks Associate’s Use of Metal Stacks Name

As an independent Metal Stacks Associate, you may use the Metal Stacks name in the following manner:

Associate’s Name Independent Metal Stacks Associate

Example:

Kurt Doe

Independent Metal Stacks Associate Or

Mary Jane

Metal Stacks Independent Associate

Metal Stacks Associates may not use the name “Metal Stacks” or “MS” in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase Independent Metal Stacks Associate in your phone greeting or on your answering machine to clearly separate your independent Metal Stacks business from Metal Stacks, LLC. For example, you may not secure the domain name www.buyMetalStacks.com, nor may you create an email address such as:

- MetalStacksMetalssales@hotmail.com
- MetalStacks.teamname@hotmail.com

8.1.2 Independent Metal Stacks Associate Logo

If you use a Metal Stacks logo in any communication, you must use the Independent Metal Stacks Associate version of the Metal Stacks logo. Using any other Metal Stacks logo requires prior written approval. Please see examples below:

Logos Approved for Metal Stacks Associate Use:



The approved logos are available through the Associates' back office.

8.2 Company Approved Marketing Materials

To promote the Metal Stacks program, products, services, and the tremendous opportunity that Metal Stacks offers, Metal Stacks Associates must use the sales aids, business tools, and support materials produced or approved by Metal Stacks. The Company has carefully designed its products, product labels, Metal Stacks Auto Stacker Program, marketing and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with all applicable local, state, national or international laws and regulations in the jurisdictions that Metal Stacks has an official presence. Metal Stacks Associates shall not, without the prior written consent of Metal Stacks, produce, reproduce, promote, or use any copyright protected or otherwise proprietary materials, whether or not such materials are owned by Metal Stacks or otherwise, including without limitation materials containing the Company's marks that are obtained directly from Metal Stacks.

8.3 Government Approval and/or Endorsement

Regulatory agencies do not endorse direct selling programs, products or services. Unless expressly

communicated in the official Metal Stacks program, products, services, marketing materials, literatures and/or communication, Metal Stacks Associates may not accept endorsements by any third parties. Metal Stacks Associates may not state, directly or indirectly, that Metal Stacks, or the Metal Stacks program, products, services or the Metal Stacks Auto Stacker Program has been approved, evaluated or endorsed by any government agency, or make any claim regarding its program, products, services or the Metal Stacks Auto Stacker Program not expressly authorized in writing by Metal Stacks.

8.4 Regulatory Guidance

In addition to Metal Stacks Policies on Advertising, all applicable local, state, national or international laws, rules, regulations, codes and guidelines relating to the advertising and sales promotion of precious metals in the jurisdictions that Metal Stacks operates in, any and all information intended for the general public on any public media, strictly prohibits deceptive advertising, which includes any and all misleading, false and/or unsubstantiated advertising.

Metal Stacks Associates must not use false or misleading statements or material omissions of information that may be construed as deceiving the public in any advertising, whether in print, written, electronic, verbal, or any other form of media considered advertising, in contravention of, or in violation of Metal Stacks Agreement in compliance with all regulatory requirements. Metal Stacks takes regulatory compliance very seriously and abides by them when creating any and all Company generated marketing initiatives.

8.5 General Advertising Policy

All Metal Stacks Associates shall safeguard and promote the good reputation of Metal Stacks, the Metal Stacks program, its products and services. Only Metal Stacks approved materials may be used in the placement of advertising in any print, radio, television, internet, mobile application, electronic or any other media. Before placing or submitting for advertising, Metal Stacks Associates must contact Metal Stacks Compliance Department in writing and receive approval at least two (2) weeks prior to it being published or released. The Metal Stacks Compliance Department can be reached via email at support@metalstacks.com.

Metal Stacks Associates must submit detailed script, content and/or design of the intended advertising to the Metal Stacks Marketing Department, for review and approval. Such advertising must comply to all applicable local, state, national or international laws, rules, regulations, codes and guide lines. Once approved, no changes or amendments may be made thereafter. If any change or amendment is required whatsoever, a new submission is required. The earlier approval received shall be void.

Metal Stacks reserves the right to refuse authorization or reject an application for advertising of any form or in any media, which it does not deem suitable for the promotion of Metal Stacks, Metal Stacks program, its products and services. This includes anytime the Associates' appearance or presentation is related to Metal Stacks or the promotion of its products.

The marketing and promotion of Metal Stacks, the Metal Stacks program, Metal Stacks Members Compensation Plan, its products and services, must uphold the image, integrity and professionalism of Metal Stacks at all times, and avoid all discourteous, deceptive, misleading, unethical or immoral, or illegal conduct or practices.

8.6 Esoteric, Non-Intuitive Content

The laws regulating the use of advertising, claims, and information made available regarding direct selling, income opportunities, income claims, financial investments and/or investment in precious metals are vast, containing many esoteric indications and rationale that are not always intuitive or obvious, especially to the layperson.

Metal Stacks is reticent to approve any Metal Stacks Associate generating such contents. Even when in such cases where an Associate generated "Third Party Materials" is approved, Metal Stacks may in its discretion deny or revoke the approval for any reason at any time, with no liability or recourse for expenses incurred by the Metal Stacks Associate to create, distribute, or repeal the said material. Once notified Metal Stacks Associate must discontinue any use of the said material immediately.

8.7 Third Party Materials

Accordingly, Metal Stacks Associates may only advertise or promote their Metal Stacks business using Metal Stacks approved materials. If you wish to design your own online or offline, marketing materials of any kind, your designs must be submitted to Metal Stacks Marketing Department (support@MetalStacks.com) for review, consideration and final approval. Unless otherwise explicitly approved in writing by Metal Stacks for use of such Third Party Materials, it shall be deemed as non-approved materials.

Third party materials shall include, but is not limited to, brochures, pamphlets, business cards, presentations, trainings, sales or leadership products, materials, systems or programs, recordings, videos, e-mail content, websites, blogs, newsletters, scripts, articles, banners, displays, mobile/phone applications or others applications of any kind, physical or electronic, whether or not such contents or materials are produced by the Metal Stacks Associate, another person or entity, or contain any trademarks, service marks or copyrights of Metal Stacks, which are not produced by Metal Stacks.

Notwithstanding if an Associate has received approval or authorization for such third party materials, Metal Stacks Associates may not sell any third party materials to other Metal Stacks Associates. Metal Stacks Associates may make available such approved third party materials to other Metal Stacks Associates free of charge at no cost.

Metal Stacks reserves the right to rescind approval for any such third-party materials, and waive all claims for cost, damages, compensation and/or remuneration arising from or relating to such rescission.

Metal Stacks shall not be liable nor be required to, nor will it defend or hold harmless any Metal Stacks Associate using non-approved marketing materials or third party materials, in any form, that is found to be in breach of any applicable local, state, national or international laws, rules, regulations, codes and guidelines. Please read these provisions carefully. Full compliance with them is not only expected, but also necessary to avoid breach of any applicable local, state, national or international laws, rules, regulations, codes and guidelines in the jurisdiction that Metal Stacks operates in.

8.8 Production and Re-Production of Metal Stacks Marketing Materials

Metal Stacks Associates shall not, without the prior consent of Metal Stacks, produce, re-produce, promote, or use any copyright protected or otherwise proprietary materials, whether owned by Metal Stacks or otherwise, including without limitation materials containing the Company's marks that are obtained directly from Metal Stacks.

8.9 Independent Associate Business Cards

Metal Stacks Associates must use the business cards designed or approved by Metal Stacks. Metal Stacks Associates may place an order for their business cards through Metal Stacks, or if they wish to print them on their own, download the business card templates available on the Metal Stacks Back Office. If you wish to design your own business card, your designs must be submitted to Metal Stacks Marketing Department (support@MetalStacks.com) for review, consideration and final approval. Metal Stacks Associates must abide strictly to the guidelines on the use of the Metal Stacks name and Independent Metal Stacks Associate logo.

Metal Stacks Associates may not use or present any unapproved business card, or a design or format which includes other non-Metal Stacks businesses, products or services. All business card formats or designs which fail to adhere to the defined guidelines is a breach of the Metal Stacks Agreement. The professional image and integrity of Metal Stacks is non-negotiable. Such policy violation may result in the termination of your Metal Stacks business.

8.10 Internet, Websites, Mobile Applications and New Technologies

Metal Stacks welcomes the use of the Internet, online platforms, mobile applications, new channels and/or technologies of any kind that may become available over time. Just as with any written, expressed or spoken advertising, Metal Stacks Associates must comply to all applicable local, state, national or international laws and regulations in the jurisdiction which Metal Stacks operates in. This encompasses Company sponsored communities as well as those maintained by independent Metal Stacks Associates. It is the intention of Metal Stacks that these communities are used to provide community members with a forum for discussion, community building, and the exchange of ideas.

The Metal Stacks Program, Metal Stacks Auto Stacker Program, its products and services may be marketed only through Metal Stacks approved websites, mobile applications or technology platforms. Metal Stacks prohibits all marketing efforts through Associate or Third Party Websites, mobile applications or new media channels and/or technology of any kind that may become available over time.

8.11 Replicated Website

Metal Stacks Associates are provided with a Metal Stacks Replicated Website, from which they can take orders, enroll new Members and Associates, place Metal Stacks Members on the Auto Stacker Program, as well as manage their Metal Stacks business. Metal Stacks Associates may use only the Metal Stacks Replicated Websites to promote their Metal Stacks business and may not create their own websites to directly or indirectly promote Metal Stacks program, products, services, or the Metal Stacks opportunity.

Metal Stacks Associates receive a Metal Stacks Replicated Website subscription to facilitate online buying for their Members, Customers and enrollments for prospective Members and Associates. There is a thirty dollar (\$30.00) monthly charge for the Metal Stacks Replicated Websites and other technology provided by Metal Stacks. Metal Stacks reserves the right to change this monthly charge within a reasonable range based on the value of technology offered without prior notice to Metal Stacks Associates.

As the Metal Stacks Replicated Websites reside on the MetalStacks.com domain, Metal Stacks reserves the right to receive analytics and information regarding the usage of your Metal Stacks Replicated Website.

Metal Stacks Associates must abide by the following guidelines on the use of the Metal Stacks Replicated Web site as set forth by Metal Stacks, including, but not limited to:

By default, your Metal Stacks Replicated Website URL is Metal Stacks www.MetalStacks.com/<distributorname>. You are not required to change this default ID. Choose a uniquely identifiable website name that cannot:

- Be confused with other portions of the Metal Stacks Corporate Website;
- Mislead anyone into thinking they have landed on the Metal Stacks Corporate Page;
- Be confused with any Metal Stacks name; and
- Contain any discourteous, misleading, or off-color words or phrases that may damage Metal Stacks image or reputation.
- Metal Stacks Associates may not tamper with the branding, artwork, look, feel or functionality of their Metal Stacks Replicated Website;
- Metal Stacks Associates may not use their Metal Stacks Replicated Website to promote, market or sell non-Metal Stacks programs, products, services or income opportunities;
- Metal Stacks associates may not hyperlink their Metal Stacks Replicated Website to any other websites regardless if they are offering or promoting other non-Metal Stacks programs, products, services or opportunities; and
- Metal Stacks Associates may not monetize their Metal Stacks Replicated Website or their registered external website through affiliate programs, pay-per-click or cost-per-impression advertising, selling ad space, accepting donations, accepting sponsored posts or articles, AdSense, or similar programs.

8.12 Domains Names and Addresses

Metal Stacks Associates are not allowed to use or register Metal Stacks or any of Metal Stacks trade names, trademarks, service marks, copyrights, product names, or any derivatives or abbreviation foregoing, for the names and addresses of any Internet domain, email address, online aliases, social media, online platform, electronic media, new channel and/or technology of any kind that may become available over time.

Additionally, Metal Stacks Associates cannot use or register names and addresses of any Internet domain, email address, online aliases, social media, online platform, electronic media, new channel and/or technology of any kind that may become available over time; that could or may cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Metal Stacks. Examples of the improper use of Metal Stacks include, but are not limited to any form of Metal Stacks showing up as the sender of an email, or suggestion in any manner, or examples such as:

- www.MetalStacks2.com

- www.MetalStacksMetalsDreamTeam.com
- www.ISellMetalStacksMetals.com
- www.MetalStacksMetalsbyJaneDoe.com
- www.MetalStacksMetalsMoney.net
- www.JanesMetalStacksMetalsOpportunity.net
- www.myMetalStacksBiz.com
- www.MetalStacksDreamTeam.com
- www.MetalStacksInternational.com
- www.MetalStacksSingapore.com
- www.MetalStacksdream.com

8.13 Internet Sites

Metal Stacks Associates may not market or promote the Metal Stacks program, Metal Stacks Auto Stacker Program, its products and services on any e-commerce, auction, classified ad or social networking internet site and/or any mobile applications. This prohibition includes, but not limited to, internet sites that have their content based on user participation and user generated contents, forums, message boards, blogs and podcasts such as Amazon, eBay, Alibaba, AliExpress, Lazada, Groupon, Carousel, Market, Qoo10, Rakuten, All Deals Asia, Facebook, Myspace, Craig's List, Twitter, YouTube, Wikipedia, Flickr, WordPress and Instagram.

8.14 Social Media

In addition to meeting all other requirements specified in the Metal Stacks Policies and Procedures, should you utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, or Pinterest, you agree to each of the following:

- No product sales or enrollments may occur on any social media site. To generate sales, a social media site must be linked only to your Metal Stacks Replicated Website;
- It is your responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use;
- Any social media site that is directly or indirectly operated or controlled by an Associate that is used to discuss or promote Metal Stacks products or the Metal Stacks program may not be linked to any other internet, social media sites or applications of any other nature, other than the Associate's Metal Stacks Replicated Website.
- During the term of the Metal Stacks Agreement and for a period of twelve (12) calendar months thereafter, an Associate may not use any social media site on which they discuss or promote, or have discussed or promoted, the Metal Stacks program or Metal Stacks products to directly or

indirectly solicit Metal Stacks Associates for another direct selling or network marketing program (collectively, “direct selling”). In furtherance of this provision, an Associate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Metal Stacks Associates relating to the Metal Stacks Associate’s other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.21.

- An Associate may post or “pin” photographs of Metal Stacks products on a social media site, but only photos that are provided by Metal Stacks and downloaded from the Metal Stacks Associate’s Back Office may be used.
- If an Associate creates a business profile page on any social media site that promotes or relates to Metal Stacks, its program, products, or opportunity, the business profile page must relate exclusively to the Associate’s Metal Stacks business and Metal Stacks products. If the Associate’s Metal Stacks business is cancelled for any reason or if the Metal Stacks Associate becomes inactive, the Metal Stacks Associate must deactivate the business profile page.

8.15 Digital Media Submission

Metal Stacks Associates may upload, submit or publish Metal Stacks related video, audio or photo content that they develop and create so long as it aligns with Metal Stacks values, contributes to the Metal Stacks community greater good, and is in compliance with the Policies and Procedures. All submissions must clearly identify you as an Independent Metal Stacks Associate in the content itself and in the content description tag. Must comply with all copyright and legal requirements and must state that you are solely responsible for this content.

Metal Stacks Associates may not upload, submit or publish any content not officially released for Metal Stacks Associates redistribution, (video, audio, presentation, any digital or electronic files) received from Metal Stacks or captured at official Metal Stacks events or in the premises owned, leased, or operated by Metal Stacks without the prior written permission from Metal Stacks.

8.16 Mass Marketing

Mass marketing is the maximum outreach with the broadcast or transmission of messages, emails or contents that will reach the largest number of people through whatever channels, technologies, online or offline platforms available. This is not limited to, unsolicited messages, emails, email flyers, Short Messaging Service (SMS), Multimedia Messaging Service (MMS), blogs, publications on all social media platforms.

Laws and regulations on personal data protection, anti-spamming, copyright, defamation, misrepresentation, and all other related areas may differ in different jurisdictions. The compounding difficulty is the fact that, by many laws, sending unsolicited messages, emails and or mass marketing are illegal, and its potential consequences or implications can be very severe. Though there may be ways to disseminate or distribute such messages, emails or contents to potential customers legally, the in-depth knowledge, commitment, effort and resources required to comply with all applicable local, state, national or international laws and regulations in the various jurisdictions that Metal Stacks operates in can be exhaustive.

Metal Stacks strictly prohibits Metal Stacks Associates from sending unsolicited messages, emails, or communications of any form. Metal Stacks Associates must abide by all applicable local, state, national or international laws, rules, regulations, codes and guidelines pertaining to Personal Data Protection and

Anti Spamming through all modes of communication, or transmission media.

In the United States or US Territories, applicable state and federal laws and regulations including, without limitation, the federal CAN SPAM Act. The CAN SPAM Act regulates the transmission of all commercial e-mail messages, not just unsolicited messages.

Metal Stacks Associates must abide by the following as set forth by Metal Stacks, including, but not limited to:

- Metal Stacks Associates may not, directly or indirectly send unsolicited messages, emails or contents to anyone without their prior expressed consent to receive such content, regardless if they have or may not have prior or existing personal or business relationship;
- Metal Stacks Associates shall not attempt to offer or solicit in the pretense of, data collections, surveys, research studies, contests, or lucky draws, when their actual intention is to promote Metal Stacks program, products and/or services;
- Metal Stacks Associates may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mails are strictly prohibited;
- Metal Stacks Associates operating online websites, whether or not they collect personal information from individual consumers, shall keep the consumer informed of the intended use of the collected information at a prominent location on their website;
- Metal Stacks Associates sharing personal information collected online shall provide individual consumers with an opportunity to limit the dissemination of such information, and at the request of such consumer cease sharing such information;
- Metal Stacks Associates shall provide individual consumers with the option to cease further communication, if the consumer desires to do so. Upon receiving such requests, the Metal Stacks Associates shall immediately cease all communication; and
- Metal Stacks Associates may not distribute content that is unlawful, inappropriate, profane, defamatory, infringing, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which may give rise to civil liability or otherwise violate any applicable local, state, national or international laws or regulations.
- Metal Stacks strictly prohibits Metal Stacks Associates from sending unsolicited messages, emails, or communications of any form. Metal Stacks Associates must abide by all applicable local, state, national or international laws, rules, regulations, codes and guidelines pertaining to Personal Data Protection and Anti Spamming through all modes of communication, or transmission media.

8.17 Messages Sent on Behalf of Associates

Metal Stacks may periodically send messages on behalf of Metal Stacks Associates, these may include commercial emails. By entering into the Metal Stacks Associate Agreement, Metal Stacks Associate agrees that Metal Stacks may send such messages and that the Metal Stacks Associate's physical, email or social media addresses will be included in such communications as outlined above.

Metal Stacks Associates may opt out of receiving future messages from the Metal Stacks program. Metal Stacks will respect and honor all opt out requests generated as a result of such communications sent by the Company.

Metal Stacks Associates may list themselves as an “Independent Metal Stacks Associate” in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Metal Stacks Associate may place telephone or online directory display ads using Metal Stacks or any of Metal Stacks trade names, trademarks, service marks, copyrights, logos, product names, or any derivatives or abbreviation.

If an Associate wishes to post his or her name in a telephone or online directory, it must be listed in the following format:

Associate’s Name Independent Metal Stacks Associate

Additionally, Metal Stacks Associates must observe and may not answer the telephone by saying “Metal Stacks”, “Metal Stacks Incorporated”, or in any other manner that would lead the caller into believing that he or she they reached Metal Stacks Corporate Offices.

8.18 Telemarketing Techniques

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

Therefore, Metal Stacks Associates must not engage in telemarketing in the operation of their Metal Stacks business. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Metal Stacks product or service, or to recruit them for the Metal Stacks opportunity. “Cold calls” made to prospective customers (Members) or Associates that promote either Metal Stacks products or services or the Metal Stacks opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Associate (a “prospect”) is permissible under the following situations:

- If the Metal Stacks Associate has a prior established personal or business relationship with the prospect. An “established business relationship” is a relationship between an Associate and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Metal Stacks Associate, or a financial transaction between the prospect and the Metal Stacks Associate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- The prospect’s voluntary inquiry or application regarding a product or service offered by the Metal Stacks Associate, within the three (3) months immediately preceding the date of such a call.

- If the Metal Stacks Associate receives written and signed permission from the prospect authorizing the Metal Stacks Associate to call. The authorization must specify the telephone number(s) which the Metal Stacks Associate is authorized to call.
- You may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship within the preceding three (3) months. Bearing in mind, however, that if you engage in “card collecting” with everyone you meet and subsequently calling them, this may be considered as a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.
- Metal Stacks Associates shall not use automatic telephone dialing systems or software relative to the operation of their Metal Stacks businesses.
- Metal Stacks Associates shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the Metal Stacks products, services or opportunity.

8.19 Unauthorized Claims and Actions

8.19.1 Indemnifications

Metal Stacks Associates are fully responsible for all of their verbal and written statements made regarding Metal Stacks Program, products, services and the Metal Stacks Auto Stacker Program that are not expressly contained in the official Metal Stacks materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Metal Stacks Associates agree to indemnify Metal Stacks and its directors, officers, employees, and agent, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Metal Stacks as a result of the Metal Stacks Associate’s unauthorized representations or actions. This provision shall survive the termination of the Metal Stacks Associate Agreement.

8.19.2 Members Income and Lifestyle Claims

When presenting or discussing the Metal Stacks Auto Stacker Program, Metal Stacks Associates must be honest and truthful, Metal Stacks strictly prohibits making false, misleading, deceptive, exaggerated, inaccurate and projections about your personal or other Metal Stacks Associates’ earnings, rewards or income claims (collectively “income”) received under the Metal Stacks Members compensation structure. Metal Stacks Associates shall not present past, potential or actual income claims to prospective Associates, nor shall Metal Stacks Associates reference their own income as indications of assured success to any others, without proper display or presentation of the Metal Stacks Income Disclosure Statement. Personal income claims, testimonials of other Metal Stacks Associates’ success, lifestyle changes and hypothetical examples may not be used as supporting or marketing materials.

A lifestyle claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one’s dreams, having everything one always wanted, and are phrased in terms of “opportunity” or “possibility” or “chance.” Claims such as “My Metal Stacks income exceeded my salary after six months in the business,” or “Our Metal Stacks business has allowed my wife to come home and

be a full-time mom” also fall within the purview of “lifestyle” claims.

A hypothetical income claim exists when you attempt to explain the operation of the Metal Stacks Auto Stacker Program through the use of a hypothetical example. Certain assumptions are made regarding some or all of the following:

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

Applying these assumptions through the Metal Stacks Auto Stacker Program yields income figures which constitute hypothetical income claims.

Metal Stacks Associates must make it clear to all prospects that financial success with Metal Stacks requires commitment and diligence as with all businesses. Conversely, Metal Stacks Associates must never directly or indirectly suggest that:

- The company or system will do the work for you;
- Just get in and your sales team will build through the spillover;
- Just join and I’ll build your sales team for you; or
- You don’t have to sell anything, all you have to do is to fulfill your monthly product purchase.

The above are merely examples of improper, inaccurate and misleading representations about the Metal Stacks Auto Stacker Program. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be successful as a Metal Stacks Associate without commitment and diligence. Individual success and income results may vary significantly and are dependent on many factors, including the Associate’s commitment, efforts, business experiences, knowledge and skills. Metal Stacks makes no warranty or representation as to the level of success, if any, Metal Stacks Associates may achieve by promoting the Metal Stacks Auto Stacker Program, selling its products or services, or in soliciting Associates or end consumers. Any earnings information or statements regarding income in the Metal Stacks Auto Stacker Program are solely to explain and the present the Metal Stacks Auto Stacker Program and are not representations or guarantees of any earnings or income. Breach of any of the subsections in 8.20.2 could result in Metal Stacks taking corrective measures and or disciplinary action towards the Associate as outlined in section 10.2.

8.19.3 Income Disclosure Statement

Metal Stacks corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we have developed the Metal Stacks Income Disclosure Statement (“IDS”). The Metal Stacks IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Metal Stacks presented to all prospective Associates. The failure to comply with this policy constitutes a significant and material breach of the Metal Stacks Associate Agreement and will be grounds for disciplinary sanctions, including termination,

pursuant to Section X.I (Disciplinary Sanctions).

An Associate, when presenting or discussing the Metal Stacks Program or Metal Stacks Auto Stacker Program to a prospective Associate, may not make income projections, income claims, or disclose Metal Stacks income (including the showing of checks, copies of checks, bank statements, back office income, or tax records) unless, at the time the presentation is made, the Metal Stacks Associate provides a current copy of the Metal Stacks Income Disclosure Statement (IDS) to the person to whom he or she is making the presentation. A copy of the Metal Stacks IDS must be presented to a prospective Associate (someone who is not a party to a current Metal Stacks Associate Agreement) any time the Metal Stacks Auto Stacker Program is presented or discussed, or any type of income claim or earnings representation is made.

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Associate in which the Metal Stacks Auto Stacker Program is discussed or any type of income claim is made, you must provide the prospect with a copy of the Metal Stacks IDS.

In any meeting that is open to the public in which the Metal Stacks Auto Stacker Program is discussed or any type of income claims is made, you must provide every prospective Associate with a copy of the Metal Stacks IDS and you must display at least one (3 foot x 5 foot poster board) in the front of the room in reasonably close proximity to the presenter.

In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the Metal Stacks IDS must be displayed continuously throughout the duration of any discussion of the Metal Stacks Auto Stacker Program or the making of an income claim.

Copies of the Metal Stacks IDS may be printed or downloaded without charge from the Metal Stacks corporate website. Metal Stacks Associates who develop sales aids and tools in which the Metal Stacks Auto Stacker Program or income claims are present must incorporate the Metal Stacks IDS into each such sales aid or tool prior to submission to the Company for review.

8.20 Media and Media Inquiries

Metal Stacks Associates are not corporate representatives or agents, as such Metal Stacks Associates must not attempt to respond to media inquiries, participate or grant radio, television, newspaper, magazine, tabloid, internet, interviews, on any media or platform, or use any public appearance or speaking arrangements, fund raising events, trade shows, or make any type of statement to the public media both online and offline to publicize and/or promote Metal Stacks, its program, products, services, or their independent Metal Stacks business, without the prior expressed written approval from Metal Stacks.

This policy is to ensure that accurate and consistent information is provided to the public, as well as to uphold and the projection of the appropriate public image. Therefore, Metal Stacks Associate, may not, for any reason, discuss their Metal Stacks business with the media, nor act as spokespersons for Metal Stacks, nor discuss or talk to the media regarding Metal Stacks, its program, Auto Stacker Program, products and services.

It is a breach of the Metal Stacks Agreement to provide any information to the media, regardless of whether such information is positive or negative, accurate or inaccurate. All inquiries from the media must be immediately referred to the Metal Stacks Corporate Office via support@metalstacks.com.

8.21 Consent to Publication

From time to time, at Metal Stacks events or other functions or occurrences, solely for the purposes of promoting the Metal Stacks program, products, services, the Company, or a combination thereof, Metal Stacks may take photos, record audio and or video of the events, testimonials, sessions, or interviews and the like. The said photos, audios and or videos may include images, likeness, and or voice of any and or all attendees of the event, function, or occurrence. Attendees may include, but are not limited to Metal Stacks Members, Associates, customers and prospective Members, Associates, customers, and or any other guests (herein for the purposes of this provision, will be inclusively referred to as "Subject"). Metal Stacks Associate agrees and understands that it is his or her responsibility to disclose this provision to any guest that he or she invites to any Company event, function, or other occurrence.

Any such photos, videos, and or voice recording will be clearly disclosed to the Subject. The Company will use its best and reasonable efforts to ensure that no photos, videos and or audio recordings will be gathered against the expressed wishes of the Subject. However, continued attendance by a Subject at any event, function, or occurrence where photos, video and or audio recordings are being captured will, in all cases be construed as an agreement and acceptance of the following:

- Subject grants permission to the rights of his or her name, photograph, likeness, voice testimony, biographical information, image, and other information (collectively the "Likeness") without compensation, in perpetuity, or any other consideration;
- Subject understands that his or her image, audio and or video recordings may be edited, copied, exhibited, posted, published or distributed and summarily waives the right to inspect or approve the finished product wherein his or her likeness appears;
- Subject also understands that these images and or recordings may be used in marketing, promotional, advertising and training materials, whether in print, radio or television broadcast, audio and video medias, on the internet, or in other media within an unrestricted geographical areas, for unlimited exposures. There shall be no time limit on the validity of this understanding and subsequent release, nor will there be geographic limitation on where these contents or materials may be distributed; and
- Subject further releases Metal Stacks from any liability or obligation that may arise as a result of the use of his or her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander).

8.22 Company Sponsored Events

The content of all Company sponsored events is copyrighted material. Metal Stacks Associates may not produce for sale or distribution any recorded Company events and speeches without the prior written permission from Metal Stacks nor may Metal Stacks Associates reproduce for sale or for personal use any recording of Company produced audio or video presentations in any form.

SECTION 9:

INACTIVITY, RECLASSIFICATION, AND TERMINATION

9.1 Effect of Termination

So long as an Associate remains active and complies with the terms of the Metal Stacks Associate Agreement and the Metal Stacks Policies and Procedures, Metal Stacks shall pay commissions to such Metal Stacks Associate in accordance with the Metal Stacks Auto Stacker Program. Violations of the Metal Stacks Associate Agreement or violation of Metal Stacks policies and procedures can result in an Administrative hold being placed on the Associate's account. This hold will result in the holding of all commissions and transactions pending the outcome of the policy review. An Associate's commissions and bonuses constitute the entire consideration for the Metal Stacks Associate's efforts in generating sales and all activities related to generating sales (including building a sales team organization).

Following an Associate's non-renewal of the Metal Stacks Associate Agreement, termination for inactivity, or voluntary or involuntary termination of the Metal Stacks Associate Agreement (all of these methods are collectively referred to as "termination"), the former Metal Stacks Associate shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization.

An Associate whose business is cancelled will lose all rights as an Associate. This includes the right to sell Metal Stacks products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Metal Stacks Associate's former sales team sales organization. In the event of termination, Metal Stacks Associates agree to waive all rights they may have, including but not limited to property rights, to their former sales team organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his former sales team organization.

A benefit of being a member with Metal Stacks is the ability to access an e-wallet and private vaulting services. If an Associate cancels their membership or if membership is terminated by Metal Stacks, Associates will be allowed to withdraw assets from these services. Metal Stacks will make reasonable attempts to notify the Associate that their abilities to use these services has ended. Metal Stacks will also notify the Associate at the time of termination, that the Associate will be charged rental fees on a monthly basis for the storing of these assets until they are removed from these services.

Metal Stacks reserves the right to deduct the rental fees from the assets being stored. If the Associate does not respond to requests to retrieve assets from the services after 120 days from the date of termination, the assets will be considered abandoned. Any unpaid rental fees will be deducted from the e-wallet.

Following an Associate's termination of his or her Metal Stacks Associate Agreement, the former Metal Stacks Associate shall not hold themselves out as a Metal Stacks Associate and shall not have the right to sell Metal Stacks products or services. An Associate whose business is cancelled shall receive commissions and bonuses only for the last full pay period he or she was active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination).

9.2 Termination Due to Inactivity

9.2.1 Failure to Meet PV Quota

If an Associate fails to personally generate at least forty (40) PV personal volume or a personal membership enrollment for three (3) consecutive months, the Metal Stacks Associate Agreement shall be cancelled for inactivity.

9.2.2 Business Inactivity Clause

If an Associate has not earned a commission for twelve (12) consecutive months and becomes inactive as stated above, their associated privileges and benefits will be restored upon renewing their membership.

9.2.3 Failure to Pay Auto Stacker Program Fee

If an Associate fails to pay his or her Metal Stacks Auto Stacker Program fee, he or she will be inactive and not eligible to earn commissions that month. If the Metal Stacks Auto Stacker Program fee is not paid for three (3) consecutive months, the Metal Stacks Associate's replicated site and other technology related tools will be cancelled.

9.2.4 Reclassification Following Termination Due to Inactivity

If an Associate is cancelled for inactivity, the Metal Stacks Associate Agreement will be terminated. If he or she is on the Company's Auto Stacker Program, the Auto Stacker Program agreement shall remain in force. If the former Metal Stacks Associate is not on the Auto Stacker Program, he or she will be eligible to continue purchasing Metal Stacks products directly from the company at the Customer price as long as they maintain an active yearly membership.

9.3 Involuntary Termination

An Associate's violation of any of the terms of the Metal Stacks Agreement, including any amendments that may be made by Metal Stacks in its sole discretion, may result in any of the Corrective Measures and Remedies in Section 10.2, including the involuntary termination of his or her Metal Stacks Associate Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Metal Stacks Associate's last known address, email address, or fax number, or to his or her attorney, or when the Metal Stacks Associate receives actual notice of termination, whichever occurs first.

Metal Stacks reserves the right to terminate all Metal Stacks Associate Agreements upon thirty (30) days written notice in the event that it elects to:

- Cease business operations;
- Dissolve as a corporate entity; or
- Terminate the distribution of its products via direct selling.

9.4 Voluntary Termination

A participant in the Metal Stacks Auto Stacker Program has the rights to cancel at any time, regardless of reason. Such voluntary termination must be submitted in writing to the Company at its principal business address. The written notice must include the Metal Stacks Associate's signature, printed name, address, and Metal Stacks Associate's I.D. Number. In addition to written termination, Metal Stacks Associates who have consented to Electronic Contracting will cancel their Metal Stacks Associate Agreement should they withdraw their consent to contract electronically. If an Associate is also on the Auto Stacker Program, the Metal Stacks Associate's Auto Stacker Program order shall continue unless

the Metal Stacks Associate also specifically requests that his or her Auto Stacker Program Agreement also be cancelled.

9.5 Non-renewal

An Associate may also voluntarily cancel his or her Metal Stacks Associate Agreement by failing to renew the Metal Stacks Agreement on its anniversary date, or by failing to pay his annual renewal fee. The Company may also elect not to renew an Associate's Metal Stacks Agreement upon its anniversary date.

9.6 Exceptions to Activity Requirements

Metal Stacks understands that there may be times in life that Metal Stacks Associate needs to set priorities above the interest of the Metal Stacks business. The well being of all Metal Stacks Associates is our utmost concern. As such, Metal Stacks will grant the Exceptions to Activity Requirements as follows:

9.6.1 Maternity

A pregnant Metal Stacks Associate shall be exempt from meeting her Personal and Group Volume requirements for a period of three (3) months prior to and four (4) months following the birth of a child. The Metal Stacks Associate should notify Metal Stacks Associate Services Department to request for a Conditional Waiver Form.

9.6.2 Compassionate Grounds

A Metal Stacks Associate may be considered for exemption from meeting his or her Personal and or Group Volume requirements for a defined period of time on compassionate grounds. Such as, but not limited to, following hospitalization, extended hospitalization, critical medical condition that does not permit active participation or operations of a business, care for a terminally ill immediate family member, and other unforeseeable situations in life that requires extended period of attention. The Metal Stacks Associate should approach Metal Stacks Customer Service Department to request for a Conditional Waiver Form.

Consideration for exemption from meeting Personal and or Group Volume is on a case-by-case basis, Metal Stacks reserves the right to exercise such exemption request.

9.6.3 Military Deployment (applicable for US Associates Only)

Military personnel shall be exempt from meeting their Personal Volume and Group Volume requirements for the duration of the deployment and three (3) full calendar months thereafter while deployed into a foreign country. The Metal Stacks Associate should notify Metal Stacks Associate Services Department to request for a Conditional Waiver Form.

SECTION 10:

POLICY VIOLATION, DISPUTE RESOLUTION & GENERAL PROVISIONS

10.1 Grievances, Complaints and Policy Violation

When an Associate has a grievance or complaint with another Metal Stacks Associate regarding any practice or conduct in relationship to their respective Metal Stacks businesses, the complaining Metal Stacks Associate should first report the problem to his Sponsor who should review the matter and try to resolve it with the other party's support team sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to Metal Stacks Compliance Department. The Compliance Department will review the facts and seek an amicable resolution.

All Metal Stacks Associates are obligated to report any and all breaches of the Metal Stacks Policies and Procedures. Any such complaints will be promptly investigated, and appropriate actions will be taken. The identity of anyone reporting such breaches will be protected and the best interests of both Metal Stacks as well as the reporting Metal Stacks Associate will be considered at all times during and after the said investigation, unless this is not allowed under any applicable laws.

Most breaches of the Metal Stacks Policies and Procedures occur through the lack of awareness or understanding on the part of the defaulting Associate. Metal Stacks Associates observing a breach should immediately point out the breach directly to the defaulting Metal Stacks Associate. Metal Stacks Associates who observed continued or repeated violations by another Metal Stacks Associate as outlined in the preceding, should report or bring to the attention such breach in writing to Metal Stacks Compliance Department. Details such as dates, number of occurrences, and evidence along with any supporting testimony should be included.

Any violations, whether material or not, of the advertising, use of Metal Stacks name, and any section of the Metal Stacks Agreement must be referred directly to the Metal Stacks Compliance Department. Failure of the Company to enforce any of the Metal Stacks Policies and Procedures with one Metal Stacks Associate does not waive the right of Metal Stacks to enforce any such provision against that same Metal Stacks Associate or any other Metal Stacks Associate. It is the obligation of every Metal Stacks Associate to maintain the integrity of the Metal Stacks Policies and Procedures to ensure fairness and equal opportunities to all Metal Stacks Associates.

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

10.2 Corrective Measures and Remedies

Metal Stacks adopts a zero-tolerance approach to breach of the Metal Stacks Agreement to protect the long-term interest of all involved. Violation of the Metal Stacks Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of

loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Associate that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Associate's Metal Stacks business), may result, at Metal Stacks discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Metal Stacks Associate to take immediate corrective measures;
- Imposition of a fine, which may be withheld from commission and bonus checks;
- Loss of rights to one or more commission or bonus checks;
- Metal Stacks may withhold from an Associate all or part of the Metal Stacks Associate's commissions and or bonus during the period that Metal Stacks is investigating any conduct allegedly violation of the Metal Stacks Agreement. If an Associate's business is cancelled for disciplinary reasons, the Metal Stacks Associate will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Metal Stacks Associate Agreement for one or more pay periods;
- Permanent or temporary loss of, or reduction in, the current and or lifetime rank of an Associate (which may subsequently be re-earned by the Metal Stacks Associate);
- Transfer or removal of some or all of an Associate's sales team Metal Stacks Associates from the offending Metal Stacks Associate's sales team organization.
- Involuntary termination of the offender's Metal Stacks Associate Agreement;
- Suspension and or termination of the offending Associate's Metal Stacks website or website access;
 - Any other measure expressly allowed within any provision of the Metal Stacks Agreement or which Metal Stacks deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Metal Stacks Associate's policy violation or contractual breach; and
 - In situations deemed appropriate by Metal Stacks, the Company may institute legal proceedings for monetary and or equitable relief.

10.3 Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Metal Stacks Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within sixty (60) days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the relevant dispute resolution venue as assigned or defined by the jurisdiction where the Metal Stacks Associates enrolled in the Metal Stacks Program. As in the case of the United States and US Territories, mediation shall be held in the County of Palm Beach, Florida. Such mediation shall last no more than two (2) business days.

10.4 Arbitration

For the United States and US territories:

Any dispute, controversy, claims arising out of or relating to the Metal Stacks Agreement, or the breach thereof, including any questions regarding its existence, validity or termination, if not resolved by mutual agreement or mediation, shall be referred to and finally resolved by arbitration. The Parties waive all rights to trial by jury or to any court. The arbitration shall be filed with, and administered by, the American Arbitration Association (“AAA”) or JAMS (“JAMS”) under their respective rules and procedures. The Commercial Arbitration Rules and Mediation Procedures of the AAA are available on the AAA’s website at www.adr.org. The Streamlined Arbitration Rules & Procedures are available on the JAMS website at www.jamsadr.com. Copies of AAA’s Commercial Arbitration Rules and Mediation Procedures or JAM’s Streamlined Arbitration Rules & Procedures will also be emailed to the Metal Stacks Associates upon request to Metal Stacks Compliance Department.

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The Parties shall be entitled to bring motions under Rules 12 and or 56 of the Federal Rules of Civil Procedure;
- The arbitration shall occur within one hundred and eighty (180) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days; and
- The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

All arbitration proceedings shall be held in Palm Beach, Florida. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The arbitration shall occur within one hundred and eighty (180) days from the date on which the arbitration is filed and shall last no more than five (5) business days. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Metal Stacks Agreement. The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- The substance of, or basis for, the controversy, dispute, or claim;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award;
- The rulings of the arbitrator on the procedural and or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect its intellectual property rights, and or to enforce its rights under the non-solicitation provision of the Metal Stacks Agreement.

For international markets:

Any dispute, controversy, claims arising out of or relating to the Metal Stacks Agreement, or the breach thereof, including any questions regarding its existence, validity or termination, if not resolved by mutual agreement or mediation, shall be referred to and finally resolved by arbitration in the country or jurisdiction in which the Metal Stacks Associates operates or conducts his Metal Stacks business, in accordance with the Arbitration Rules of the country or jurisdiction for the time being in force, which rules are deemed to be incorporated by reference into this policy. The arbitration tribunal shall consist of one arbitrator to be appointed by the Chairman of the Country Jurisdiction's Arbitration Center, and the language of the arbitration shall be English. To the extent permitted by law, the prevailing party in any proceeding (whether in arbitration or court proceedings or otherwise) shall be entitled to an award of legal fees and costs on an indemnity basis.

10.5 Governing Law, Jurisdiction, and Venue (For US Associates)

For the United States and US territories:

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Palm Beach, State of Florida. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Florida shall govern all other matters relating to or arising from the Metal Stacks Agreement.

For international markets:

The Metal Stacks Agreement shall be governed by the laws of the country or jurisdiction in which Metal Stacks operates or conducts in.

10.6 Certain Residents Only (applicable for US Associates Only)

The following provision applies only to Metal Stacks Associates who are residents of:

10.6.1 Montana Residents

Further to Section 7.3 on the Return of Inventory and Sales Aids by associates Upon Termination, Montana resident may cancel his Metal Stacks Associate Agreement within fifteen (15) days from the date of enrollment and may return any items purchased for a full refund within such time period.

10.6.2 Louisiana Residents

Further to the Section 10.4 on Arbitration, residents of the State of Louisiana shall be entitled to bring an action against Metal Stacks in their home forum and pursuant to Louisiana law.

10.7 Privacy Policy

All Metal Stacks Associates must comply with all applicable local, state, national or international laws and regulations relating to privacy, data protection and security. Metal Stacks Associates must take appropriate steps to safeguard and protect all private information provided by current and prospective Members, Associates and Customers. Metal Stacks Associates recognize and acknowledge that such information in strictest confidence shall never be shared without the prior expressed consent or permission of the individual. Metal Stacks Associates are responsible for the secure handling and storage of such private information.

10.8 Anti-Money Laundering and Anti-Terrorism Financing Policy

Metal Stacks strictly prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities by complying with all applicable local, state, national or international laws.

Money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds, so that such proceeds appear to have been derived from legitimate origins or constitute legitimate assets.

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

10.9 Force Majeure

For the purposes of these Policies and Procedures, the term “Force Majeure Event” shall mean any event, cause or occurrence or series of events, causes or occurrences beyond the control of Metal Stacks. Such events, cause or occurrence includes natural disaster, war, telecommunication outage, civil unrest, riot, strike, terrorist act, explosion, flood, fire, hostilities, chemical or biological contamination, epidemic or pandemic, international or political crisis, and any government decrees or orders or curtailment of a party’s usual source of supply.

In the event that Metal Stacks fails or delays in the performance of its obligations under the Metal Stacks Agreement due to Force Majeure Event, Metal Stacks will notify the Metal Stacks Associate of such Force Majeure Event. Nonetheless, all parties shall still endeavor their best effort to continue to perform and fulfill their respective obligations.

Metal Stacks shall not be liable to any person for any loss or damage resulting from any failure or delay in the performance of the Metal Stacks Agreement or any part thereof, or its ability to perform its obligations hereunder, if such failure or delay caused directly, in whole or in part, by any Force Majeure Event. Once the Force Majeure Event has ended, Metal Stacks will resume and perform all its obligations in accordance with the Metal Stacks Agreement.

Should a Force Majeure Event continue for a period of sixty (60) days or longer after the afore said notice, Metal Stacks may terminate the Metal Stacks Agreement by giving at least a thirty (30) days' prior notice, provided that such termination notice shall become void if Metal Stacks is able to resume and continue to fully perform its obligations before the expiration of the mentioned thirty (30) days' termination notice.

10.10 Indemnification

Without prejudice to any other rights available under the law or this Agreement, Metal Stacks Associates agree to indemnify and hold harmless Metal Stacks, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expenses including, but not limited to, court costs and attorney's fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the Metal Stacks Associate's:

- Activities as an Associates;
- Breach of any terms or conditions of the Metal Stacks Associate Agreement, or the Metal Stacks Policies and Procedures; and or
- Violation of or failure to comply with any applicable local, state, national or international laws or regulations.

10.11 Surviving Provisions

The termination of the Metal Stacks Agreement for whatever reasons, without prejudice to any other rights or remedies which Metal Stacks may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which by its terms, is intended to survive termination or expiration of the Metal Stacks Agreement shall so survive, including, without limitation, the arbitration, non- competition, non-solicitation, trade secrets, confidential information covenants contained in the Metal Stacks Policies, and all policies (except Section 10.9, Force Majeure), and the definitions, which shall remain in full force and effect notwithstanding such termination.

SECTION II:

DEFINITIONS

Active Member:

A Member who purchases Metal Stacks products or services during a particular month, and whose account has been paid for the ensuing year.

Active Associate:

An Associate who has received a commission during the preceding six months. Has a paid Auto Stacker Program membership and or has purchased five hundred USD (\$500) worth of retail products from his or her own store. Has a minimum of forty (40) PV.

Active Rank:

The term “active rank” refers to the current rank of an Associate, as determined by the Metal Stacks Auto Stacker Program, for a particular pay period. To be considered “active” relative to a particular rank, an Associate must meet the criteria set forth in the Metal Stacks Auto Stacker Program for his respective rank. (See the definition of “Rank” below.)

Affiliated Party:

A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

Agreement:

The contract between the Company and each Metal Stacks Associate includes the Metal Stacks Independent Associate Application and Agreement Terms and Conditions, the Metal Stacks Policies and Procedures, the Metal Stacks Auto Stacker Program, and the Business Entity Addendum (where appropriate), all in their current form and as amended by Metal Stacks in its sole and absolute discretion. These documents are collectively referred to as the “Agreement.”

Business Day:

In the US: Is a day other than a Saturday, a Sunday or a day that is a holiday under the federal law of the United States of America.

"Other" International: Is a non-working day, or a national gazette rest day or public holiday.

Cancel:

The termination of an Associate’s business. Termination may be either voluntary, involuntary, through non-renewal or inactivity.

Enroll:

The act Metal Stacks Independent Associate Application and Agreement and thereby become a Metal Stacks Associate, Member or Stacker. (Also see the definition of “Sponsor.”) These activities are called “enrolling.”

Enroller:

The person who enrolls a prospective Associate into Metal Stacks.

Group Volume:

The commissionable value of services and products purchased by the Metal Stacks Members and Associates in the sales team of a particular Associate.

Immediate Household:

Spouses, heads-of-household, and dependent family members residing in the same residence.

Level:

The layers of sales team Metal Stacks Members and Associates in a particular Metal Stacks Associate’s sales team. This term refers to the relationship of an Associate relative to a particular support team Metal Stacks Associate, determined by the number of Associates between them who are related by sponsorship. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A’s fourth level.

Market Gain:

When a sales order or sale, as the case may be, is cancelled by Metal Stacks market gain occurs when the fair market value of the product(s) on the date of the cancelled sales order or sale is greater than the original sales price of the product(s) as it appears on the cancelled sales order. When a purchase order or purchase, as the case may be, is cancelled by Metal Stacks, market gain occurs when the fair market value of the product(s) on the date of the cancelled purchase order or purchase is less than the original purchase price of the product(s) as it appears on the cancelled purchase order.

Market Loss:

When a sales order or sale, as the case may be, is cancelled by Metal Stacks, market loss occurs when the fair market value of the product(s) on the date of the cancelled sales order or sale is less than the original sales price of the product(s) as it appears on the cancelled sales order. When a purchase order or purchase, as the case may be, is cancelled by Metal Stacks, market loss occurs when the fair market value of the product(s) on the date of the cancelled purchase order or purchase is greater than the original purchase price of the product(s) as it appears on the cancelled purchase order.

Official Metal Stacks Materials:

Literature, audio or video tapes, websites, and other materials developed, printed, published and or distributed by Metal Stacks to Metal Stacks Associates.

Other Country:

Refers to countries outside the United States and US Territories that Metal Stacks is officially open for business.

Other Rules:

When a Metal Stacks Associate conducts the Metal Stacks business in the Other Country, he shall comply with and abide by all applicable local laws, rules, regulations, codes and guidelines, applicable to Metal Stacks Associates of such Other Country ("Other Rules"). The Other Rules shall apply to such Metal Stacks Associate as if he is a Metal Stacks Associate of that Other Country.

Personal Production:

Moving Metal Stacks products or services to an end consumer for actual use.

Personal Volume:

The commissionable value of products purchased by an Associate from his or her own Metal Stacks store.

Rank:

The "title" that an Associate holds pursuant to the Metal Stacks Auto Stacker Program. "Title Rank" refers to the highest rank an Associate has achieved in the Metal Stacks Auto Stacker Program at any time. "Paid As" rank refers to the rank at which an Associate is qualified to earn commissions and bonuses during the current pay period.

Recruit:

For purposes of Metal Stacks Non-solicitation (Section 4.21), the term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Metal Stacks Associate or Member to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Replicated Website:

A website provided by Metal Stacks to Metal Stacks Associates which utilizes website templates

developed by Metal Stacks.

Resalable:

Products and Sales aids shall be deemed “resalable” if each of the following elements is satisfied:

- They are unopened and unused;
- Packaging and labeling has not been altered or damaged;
- They are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price;
- It is returned to Metal Stacks within one (1) year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, promotional or seasonal item, shall not be resalable.

Retail Sales:

Sales to a Customer.

Sales Team:

Your sales team (or sales team organization) consists of the Metal Stacks Associates you personally enroll or sponsor (your first level Associates), the Metal Stacks Associates that first level Associates enroll or sponsor, as well as the Metal Stacks Associates that are subsequently enrolled or sponsored beneath them.

Sales Team Leg:

Each one of the individuals personally enrolled immediately underneath you and their respective marketing organizations represents one “leg” in your marketing organization.

Social Media:

Any type of online media that invites, expedites or permits conversation, comment, rating, and or user generated content, as opposed to traditional media, which delivers content but does not allow readers, viewers or listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, LinkedIn, and YouTube.

Sponsor:

An Associate under whom an Enroller places a new Associate or Member, and is listed as the Sponsor on the Metal Stacks Associate or Member Application and Agreement.

Support Team:

This term refers to the Metal Stacks Associate or Associates above a particular Metal Stacks Associate in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Metal Stacks Associate to the Company.