

## SECTION 2 - INTRODUCTION

### 2.1 - Policies and Compensation Plan Incorporated into Member Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Engage Global, are incorporated into, and form an integral part of, the Engage Global Member Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Engage Global Member Application and Agreement Form, these Policies and Procedures and the Engage Global Compensation Plan. These documents are incorporated by reference into the Engage Global Member Agreement (all in their current form and as amended by Engage Global).

### 2.2 - Purpose of Policies

Engage Global is a direct sales company that markets products through Independent Members. It is important to understand that your success and the success of your fellow Members depends on the integrity of those who market our services. To clearly define the relationship that exists between Members and Engage Global, and to explicitly set a standard for acceptable business conduct, Engage Global has established the Agreement. Engage Global Members are required to comply with all of the provisions set forth in the Agreement, which Engage Global may amend at its sole discretion from time to time, as well as with all federal, state and local laws governing their Engage Global business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this document carefully. It explains and governs the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the Engage Global corporate office.

### 2.3 - Changes to the Agreement

Because laws and the business environment periodically change, Engage Global reserves the right to amend the Agreement, compensation plan and its prices at its sole and absolute discretion. By signing the Member Agreement, a Member agrees to abide by all amendments or modifications that Engage Global elects to make. Amendments shall be effective 30 days after publication of notice of amendments in any official Engage Global materials. The Company shall provide or make available to all Members a complete copy of the amended provisions by one or more of the following methods: (a) posting on the Company’s official website; (b) electronic mail (email); (c) inclusion in Company periodicals; (d) inclusion with commissions or bonus checks; (e) special mailings; or (f) from the Member's Lounge (online 'back office' of the Member's account). The continuation of a Member’s Engage Global business or an Member’s acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

### 2.4 - Delays

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

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

#### 2.5 - Policies and Provisions Severable

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

#### 2.6 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Engage Global to exercise any right or power under the Agreement or to insist upon strict compliance by an Member with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Engage Global's right to demand exact compliance with the Agreement. Waiver by Engage Global can be affected only in writing by an authorized officer of the Company. Engage Global's waiver of any particular breach by an Member shall not affect or impair Engage Global's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Member. Nor shall any delay or omission by Engage Global to exercise any right arising from a breach affect or impair Engage Global's rights as to that or any subsequent breach. The existence of any claim or cause of action of an Member against Engage Global shall not constitute a defense to Engage Global's enforcement of any term or provision of the Agreement.