

SOLAVEI, LLC

SOCIAL MEMBER AGREEMENT

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INTRODUCTION

Welcome to Solavei.

Solavei is a social marketing community organized and administered by Solavei, LLC, a Delaware limited liability company, and its affiliated companies (individually and collectively, the “Company,” or “Solavei”). The purpose of this Social Member Agreement, including all documents, schedules, guidelines, plans and other information incorporated into the agreement (this “Agreement”) is to define the rights, privileges, and obligations of, and the relationship between, Solavei and its social members (“You,” or “Social Member”). Solavei is proud of our community, and we take very seriously our obligation to safeguard it and allow it to prosper for the benefit of the Solavei community and all of its members.

This Agreement, including any amendments to the Agreement, is a binding legal contract between You and Solavei. The Agreement takes effect when You manifest your assent to the Agreement, whether by clicking through the Agreement online, by electronic signature, by signing a hard copy of the Agreement, or by any other method that is adequate to demonstrate legal agreement to a contract. By assenting to this Agreement, You are obligating yourself to follow its terms.

You acknowledge and agree that the Company may amend or update this Agreement, including without limitation the Compensation Plan described in Section 5.1, at any time and that all such amendments and updates will become effective, and binding upon You, when they are posted on the Company’s website, support.solavei.com. You acknowledge and agree that You will regularly review this web site for amendments and updates to the Agreement. You further agree that You are bound by such amendments and updates when posted, even without direct notice to you, by your continued activity as a Social Member under this Agreement.

SECTION 1: BECOMING A SOCIAL MEMBER

1.1 Qualifications for Social Members

To become a Social Member, each applicant must:

- Be at least 18 years old;
- Complete the Social Member Qualification Process at www.solavei.com;
- Pay the Social Member Fee, as provided in Section 1.4;
- Provide proof of a valid social security number;
- Assent to this Agreement by online click-through or other means; and
- Provide any other information Solavei may reasonably request.

Solavei may decide, in its sole discretion, not to accept a particular Social Member application for any reason or no reason, even in cases where an applicant has met all the qualifications in this Section 1.

1.2 Product Purchase Not Required

No purchase of any Solavei products, services, mobile phone service, mobile phone devices, sales aids, or any other product or service of any kind (collectively, the “Products”) is required to become a Social Member.

1.3 Term of the Agreement

The term of this Agreement is one year from the Effective Date. The Agreement will automatically renew for an additional one-year period unless You request termination of the Agreement and cancellation of Your Social Member status at least thirty days prior to each anniversary of the Effective Date.

1.4 Social Member Fee

Social Members must pay an annual non-refundable fee of \$149 on the Effective Date and on each anniversary of the Effective Date. This fee is waived for Social Members who have an active account for Solavei mobile phone service. If Solavei does not receive payment of the annual fee on a timely basis, Solavei may terminate this Agreement and Your Social Member status.

1.5 Termination of this Agreement

Either party has the right to terminate this Agreement and Your Social Member status at any time for any reason or no reason, upon thirty (30) days written notice to the other party. In the event You breach this Agreement, Solavei can terminate the Agreement if it gives You written notice of the breach and You do not cure the breach within seven calendar days after the date of such notice.

Upon termination of this Agreement by either party and for any reason or no reason, You will no longer be a Social Member and You will have no right, title, claim, or interest to any further compensation under the Compensation Plan, except for compensation earned prior to the termination date, which will be paid to You by Solavei under the ordinary compensation payment process. You will no longer have rights under this Agreement, although You may continue to participate in the Solavei community as a Solavei member. Once terminated, Your Social Member status cannot be reinstated for six months after the termination date.

SECTION 2: RESPONSIBILITIES OF SOCIAL MEMBERS

2.1 Code of Ethics

Social Members represent Solavei and the Solavei community. As a result, Social Members must act with integrity, courtesy, honesty, and professionalism. You must provide accurate information to and about Solavei, and You must not engage in any deceptive, unlawful, or unethical conduct of any kind. These values are described in more detail in the Solavei Code

of Ethics, as amended from time to time, which is incorporated into this Agreement by this reference, and is available to members at support.solavei.com. Social Members must comply with the Code of Ethics, and any breach of the Code will be grounds for sanctions or termination of this Agreement and Your Social Member status.

2.2 Independent Contractor

Social Members are independent contractors. Neither this Agreement nor any other communication from Solavei shall be deemed to create an employee/employer relationship, agency relationship, partnership, joint venture, or other representative relationship of any kind other than that of an independent contractor as provided in this Agreement. You acknowledge and agree that, with respect to any and all work You do in connection with Solavei, You have complete control to set the hours You work, where You work, whether You work alone or with others, and the other methods and conditions regarding your work. Solavei does not owe and will not provide You with any benefits whatsoever except as expressly stated in the Compensation Plan.

Social Members must always identify themselves as independent contractors of Solavei in their dealings with potential Solavei members and any other parties. Under no circumstances shall Social Members state, suggest, imply, confirm, fail to deny, or indicate in any other way that they are employees, agents, partners, joint venturers or representatives of Solavei of any other kind, except for independent contractors under the terms of the Agreement.

2.3 Taxes

You are fully and solely responsible for paying all local, state, and federal taxes on any compensation You earn from Solavei, as well as all employment and labor taxes, unemployment and workmen's compensation taxes, and any other taxes incurred by You in connection to your activities as a Social Member. Solavei cannot and will not provide You with any tax advice.

Solavei is required to file an IRS form 1099-MISC to report income that Solavei pays to You. You must provide Solavei with Your correct taxpayer identification number, which is either Your social security number or an individual taxpayer identification number. You hereby agree to indemnify, defend, and hold Solavei harmless from any liability for, or assessment of, any claims or penalties with respect to withholding taxes and any labor or employment taxes or other requirements, including any liability for, or assessment of, withholding taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to You or Your partners, agents, or employees.

2.4 Income Claims

You must not make any projections or claims of the income that can be earned by Social Members under the Compensation Plan, or disclose your own Solavei income, unless (a) such projections, claims, and disclosures, are accurate, truthful, and consistent with the Solavei Compensation Disclosure Statement as set forth at support.solavei.com (the "CDS"), and (b) at

the time You make the projection or claim You provide a current written or electronic copy of the CDS to all parties to whom the projection or claim is made.

The CDS shows the average earnings of Solavei Social Members, showing high, low and average monthly compensation, and also provides:

- that the compensation stated in the CDS is not representative of the income, if any, that a new Social Member may earn;
- that the amounts stated in the CDS are not guarantees or projections of a Social Member's actual earnings;
- that Solavei makes no such guarantee or projections of any Social Member's earnings;
- that any representation by Solavei or any Social Member of guaranteed earnings is misleading; and
- that success as a Social Member depends entirely on the hard work, diligence, leadership, business sense, timing, good fortune, and other attributes and circumstances of each particular Social Member.

2.5. Personal Information

2.5.1 As a Social Member You may receive access to private personal information of Members and others. You must treat all such information at all times with the utmost confidentiality, care, sensitivity, and respect, and must comply in particular with the provisions of this Section 2.5.

2.5.2 The term "Confidential Information" as used in this Agreement means credit card numbers, expiration dates, codes and other information, social security numbers, dates of birth, PINs or passwords, account numbers for financial or other personal accounts, user names, and any other information that would by its nature be considered by a reasonable person to be private personal information.

2.5.3 The term "Contact Information" as used in this Agreement means email addresses, landline and mobile phone numbers, home and business addresses and similar information.

2.5.4 You must take all measures necessary to keep Confidential Information private and prevent any disclosure to any third party. You must limit your own access to Confidential Information to the minimum amount of access necessary to fulfill your role as a Social Member under this Agreement. You may not make or keep any copies of any Confidential Information. In the event that Confidential Information is disclosed or becomes available to third parties, including other Social Members, You must immediately report any such disclosure to Solavei's Privacy Team at legal@solavei.com.

2.5.5 You must keep all Contact Information confidential and you may only use such information as provided in this Agreement. In particular, You may not disclose, give, transfer, publish, sell, or license Contact Information to any third party, publish any Contact Information whether online or in print, or use Contact Information for any marketing purposes unaffiliated

with Solavei now or in the future. Solavei owns, and reserves its rights, in all Contact Information.

2.6 Solavei Information

2.6.1 You may come into contact with business and other information about or owned by Solavei that is confidential and important to the success of Solavei's business and the Solavei Community. You must keep such information strictly confidential as provided in this Section 2.6.

2.6.2 The term "Trade Secrets" as used in this Agreement means without limitation any information, whether in written, electronic, or spoken form, disclosed to you by Solavei, or discovered by you, which relates to Solavei's Compensation Plan (as defined below), any abstracts of the Compensation Plan, the CDS, the SCP (as defined below), SCP materials, unpublished patent applications, provisional patent applications, patent opinions (including, but not limited to freedom to operate, patentability, and non-infringement opinions), specifications, compositions, trade secrets, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulas, markets, software (including source and object code), hardware configurations, computer programs, program documentation, testing methods, algorithms, documentation, manuals, presentations, regulatory information, chemical formulas, concepts, methods, techniques, ideas, research, improvements, diagrams, know-how, business plans, financial projections, payroll or human resource information, agreements with third parties, services, customers, marketing, or finances, or any other information, whether or not designated "Confidential" or "Proprietary," or similar designation, or which by its nature is reasonably understood to be proprietary and confidential.

2.6.3 You must take all measures necessary to keep Trade Secrets private and prevent any disclosure to any third party. You must limit your own access to Trade Secrets to the minimum amount of access necessary to fulfill your role as a Social Member under this Agreement and may only use such information as expressly authorized by Solavei. You may not make or keep any copies of any Trade Secrets.

2.7. Current Information

You must make sure that Solavei has Your current Social Member contact information, including email addresses, mailing addresses, landline and mobile telephone numbers, and social network information.

2.8 Media and Media Inquiries

Social Members must not respond to any media inquiries of any kind about Solavei, its services, its business model, or any other issues, including without limitation any inquiries from print, radio, television, broadcast, cable, blogs, or other media entities, whether online or offline. If a member of the media contacts You, You must refer them immediately to Solavei's corporate communications department at (425) 628-6300.

2.9 Technology Tampering

In order to protect Solavei's technology platform for the benefit of all members of the Solavei Community, Social Members may not take any of the following actions:

- (a) Access, tamper with, or use non-public areas of Solavei's technology, in all mediums and across all physical forms, including the SCP, Solavei's computer systems, or the technical delivery systems of Solavei's content or technology providers or licensors;
- (b) Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures of Solavei, its licensees, or its licensors;
- (c) Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measures implemented by Solavei, any of Solavei content providers or licensors, or any other third-parties (including another Social Member);
- (d) Attempt to access, search, or scrape Solavei's website or its content or download any Solavei content through the use of any engine, software, tool, device, other than the software and/or search agents provided by Solavei or other generally available third party web browsers;
- (e) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use your Solavei phone or its content to send altered, deceptive, or false source-identifying information;
- (f) Attempt to decipher, decompile, disassemble, or reverse engineer any software used to provide Solavei's services or its content; or
- (g) Collect and store any personally identifiable information from Solavei or Solavei Members without their express permission.

2.10 Non-Disparagement

You agree not to make, participate, or concur in any remark or action that is disparaging or detrimental in any way to Solavei, the Solavei Community, other Social Members, the Products, the Compensation Plan, or Solavei's related, affiliated or subsidiary organizations, or its directors, shareholders, officers, agents, representatives, and employees, past and present, whether orally, in writing, or by any other means.

2.11 Interactions With the Solavei Community

Solavei makes no representations or warranties of any kind about the character, trustworthiness, or other attributes of any person, including members of the Solavei Community. You are solely responsible for your interactions with Social Members, Members, or anyone else related to Solavei, and You must exercise the same caution, discretion, common sense, and good judgment in all interactions with people in the Solavei Community as you do with any other people. Solavei has no liability for any damages or harm that may be suffered by You as a result

of such interactions, and You expressly agree to indemnify, defend, and hold harmless Solavei, its successors, assigns, and any related individuals or companies from any and all such damages or harm.

2.12 Targeting Other Companies

Social Members may not recruit new Social Members by targeting or “raiding” the distributor networks of other companies, whether or not those companies are direct competitors of Solavei.

SECTION 3: INTELLECTUAL PROPERTY

3.1 Reputation and Brand

The reputation of Solavei and the Solavei brand are of the highest importance. A primary purpose of this Agreement is to protect the brand for the benefit of Solavei, Social Members, and the entire Solavei Community.

3.2 Solavei Brand Elements

As used in this Agreement, the term “Solavei Brand Elements” means the Solavei name, the Solavei logo, the “Powered by Relationships” tag line, and any other Solavei trade names, marks, trademarks, service marks, trade dress (including color), brands, logos, or marks of any kind, as well as all materials copyrighted by Solavei, and any other brand elements or intellectual property associated with, or developed by the Solavei community.

3.3 Brand Experience Office

Solavei has created a Marketing Guidelines Office to provide Social Members with brand guidelines, approved promotional materials, templates for appropriate use of the Solavei Brand Elements, and other assistance in using and promoting the Solavei brand. The Marketing Guidelines Office also has the authority on behalf of Solavei to approve or reject any proposed use of the Solavei Brand Elements. Social Members can contact the Marketing Guidelines Office at marketingguidelines@solavei.com.

3.4 Approval Required

Solavei owns all Solavei Brand Elements, and Social Members have no license or any other right to use any Solavei Brand Element, except as expressly authorized in writing by Solavei. This means that, unless You receive written approval from Solavei, You may not use any Solavei Brand Element in any promotional, marketing or commercial communication of any kind, including without limitation any publicity, materials, web site, online posting, product, service, or other communication.

3.5 Prohibited Actions

Without limiting the generality of Section 3.4, You may not take any of the following actions without prior written consent from Solavei:

- a) Use the word “solavei” or the phrase “powered by relationships” in any promotional, marketing or commercial materials, including web sites.;
- b) Use the word “solavei,” the phrase “powered by relationships,” or the term “trio,” “sol,” “sola,” or “vei,” “sole,” “solo,” “solu,” “soli,” “vie,” or “vey,” in any web site address, social media page name, screen name or user name, tradename, trademark, business name or other commercial name or title.
- c) Use any Solavei Brand Element in any way that in Solavei’s judgment, in Solavei’s sole discretion, could lead to confusion among Members, consumers, or the public at large, about the source of Solavei’s goods and services.
- d) Use any other term, or take any other action, that in Solavei’s judgment, in Solavei’s sole discretion, could have an adverse impact of any kind on the Solavei Brand Elements or the reputation of Solavei, Solavei Members, or the Solavei Community.

3.6 Submitted Content

Solavei may, in its sole discretion, accept content submissions from You, including but not limited to text, data, graphics, images, photos, video, or audiovisual works (“Your Content”), for potential posting or use on Solavei’s web sites or related web sites or for any other reasonable purpose.

By submitting Your Content to Solavei, You grant Solavei a non-exclusive, royalty-free, worldwide, sub-licensable, transferable, assignable, irrevocable, unrestricted, commercial license, for the life of the relevant intellectual property right, to reproduce, prepare derivative works, distribute, display, publically perform, translate, alter, edit, mutilate, (thereby waiving moral rights where possible), make, use, and sell the submitted material for any purpose Solavei desires in any medium now known or later discovered. You agree Solavei retains exclusive and final control over how Your Content submissions are used. By submitting content to Solavei, you and Solavei are not establishing a joint venture, partnership, or any other business relationship. Solavei reserves the right to remove any of Your Content submissions or comments at its sole discretion at any time and without notice.

3.7 Feedback

Solavei welcomes and encourages feedback, comments, and suggestions for improvements to Solavei and its Products (the “Feedback”). You may submit Feedback by emailing us at info@solavei.com. By submitting Feedback, You agree that all Feedback becomes the exclusive property of Solavei. Additionally, you irrevocably assign to Solavei your complete right, title, and interest in Feedback, including any and all intellectual property rights contained therein. Moreover, at Solavei’s request and expense, you agree to execute documents and take such further action as may be reasonably requested to assist Solavei in acquiring, perfecting, or maintaining such intellectual property rights.

SECTION 4: MARKETING AND ADVERTISING PRACTICES

4.1 Standards and Guidelines

4.1.1 Standards. Solavei and all Social Members are subject to legal and other requirements designed to ensure that we operate our business according to the highest standards of honesty, fairness, and business ethics. Solavei takes these obligations very seriously and will terminate your Social Member status immediately, according to the disciplinary practices and policies in this Agreement, if You violate these requirements.

4.1.2 Marketing Guidelines. In addition to the requirements included in this Agreement, Solavei has established Marketing Guidelines to give Social Members more specific guidance about appropriate marketing practices. The Marketing Guidelines are updated regularly and are available to Social Members at support.solavei.com. The Marketing Guidelines are incorporated into this Agreement by this reference, and violations of the Marketing Guidelines constitute violations of this Agreement. Social Members should contact the Marketing Guidelines Office at marketingguidelines@solavei.com to request approval of particular marketing practices or to ask questions, submit complaints, or receive additional information.

4.2 Solavei Community Platform

Solavei has created the Solavei Community Platform, a platform of online, mobile phone and other technology through which Solavei members have access to all the services and functionality provided by Solavei, including without limitation online and mobile phone tools and materials that allow Social Members to sell Solavei mobile phone service and other Solavei Products to consumers (the “SCP”). The SCP is designed to allow Social Members to promote and sell the Products in a way that is consistent with the standards described in Section 3.1 of this Agreement. The SCP is owned by Solavei and incorporates proprietary technology and intellectual property owned by the Company. Under no circumstances may Social Members modify the SCP in any way, or use or disclose the SCP to promote any other products or services, or for any commercial purpose of any kind other than promoting and selling the Products. Solavei grants You a non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable, license during the Term of this Agreement, and solely and directly for Solavei activities, to access and use the SCP. Such license is subject to this Agreement and does not include or authorize, and you agree to refrain from: (a) any resale or commercial use of the SCP; (b) the collection and use of any user listings, pictures, profiles, ratings, or descriptions; (c) the distribution, public performance, or public display of any aspect of the SCP; (d) modifying or otherwise making any derivative uses of the SCP, or any portion thereof; (e) use of any data mining, robots, or similar data gathering or extraction methods; (f) downloading (other than page caching) of any portion of the SCP or any information contained therein, except as expressly permitted on the SCP; (g) any use of the SCP other than for its intended purpose; (h) decompiling, disassembling, reverse engineering, or otherwise attempting to derive the source code for the SCP or any software associated with the SCP; and (i) altering or removing any copyright, trademark, or other protective notices contained in or on any portion of the SCP. Any

use of the SCP other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable at any time. The Company hereby reserves all rights not expressly granted in this Agreement.

4.3 Social Media

Solavei encourages Social Members to use social media such as Facebook, Twitter, Pinterest, Google+, LinkedIn, and similar social networking and related media (“Social Media”) to promote the Products and spread the word about Solavei. However, Social Members must comply with the following rules and practices in using a Social Media platform:

4.3.1 Posting and Messaging. All posts and direct messages made or sent on a Social Media platform must comply with this Agreement, including without limitation the Marketing Guidelines and the provisions of Section 3.5.

4.3.2 Completing Online Sales. Online sales must be completed on the SCP. Do not use your Social Media page or other Social Media sites to complete sales.

4.3.3 Identify Yourself. When you are active on a Social Media platform and discussing Solavei, you must clearly identify yourself as a Social Member.

4.3.4 Inappropriate Material. Social Members represent Solavei even while acting in a personal capacity. As a result, You may not post Inappropriate Material at any time, even when you are not conducting business as a Social Member and are operating in your personal capacity. For purposes of this Agreement, Inappropriate Material means any illegal, offensive, false, deceptive, misleading, inappropriate, obscene, vulgar, or discriminatory communication or material of any kind, including without limitation any conversations, comments, images, video, audio, links, or other communication. Solavei, in its sole discretion, has the right to determine what constitutes Inappropriate Material.

4.3.5 Comments. You may not use blog spam, spamdexing, or any other mass-replicated methods of leaving comments on websites, blogs, or other Social Media.

4.3.6 Infringement. You must not infringe upon the intellectual property rights of any third party while using Social Media.

4.3.7 Terms & Conditions. You must comply with all terms and conditions of any Social Media platforms You use.

4.4 Search Engine Advertising and Banner Ads

You may use paid search engine advertising, banner ads, and links on third-party web sites, but all phrases used in such advertising must be approved by Solavei. Social Members can submit a phrase for approval, or learn about pre-approved phrases that may be used, by contacting marketingguidelines@solavei.com. Solavei makes no representations and warranties about the success of any words or phrases, and You must pay for and use such advertising at your own risk.

4.5 Social Member Developed Web Sites

Social Members may not develop or post web sites relating to Solavei without prior written approval from the Company. Social Members can submit a site for approval, or see examples of pre-approved sites, by contacting marketingguidelines@solavei.com.

4.6 YouTube

Social Members may not post advertising or any other content related to Solavei on YouTube or any similar service without prior written approval from the Company. Social Members can submit content for approval, or see examples of pre-approved content, by contacting marketingguidelines@solavei.com. As a condition to approval of such content, You must agree to remove any such content immediately upon request by Solavei.

4.7 Email Marketing

4.7.1 Social Members must comply in every respect with the rules and regulations of the CAN-SPAM Act regarding commercial and marketing email. Any violation of these rules and regulations is a violation of this Agreement. The CAN-SPAM Act includes, but may not be limited to, the following requirements:

- (a) You may not use false or misleading header information in the “From” field of an email or in the originating email address;
- (b) You may not use deceptive subject lines;
- (c) You must identify the message as an advertisement;
- (d) You must include your valid physical address or Post Office Box at the bottom of the email;
- (e) You must tell recipients how to opt out of receiving future email from you, and honor all opt out requests promptly. You must also maintain an accurate list of people who do not wish to receive marketing emails from you.
- (f) You must provide a functioning return email address.

Specific guidance on the requirements of the CAN-SPAM Act can be found at <http://business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business/>, and all Social Members should consult this site and become familiar with these requirements.

4.7.2 As provided in Section 4.2 of this Agreement, Solavei has created the SCP, which includes an email marketing platform for Social Members. The SCP is designed to comply with

the CAN-SPAM Act, and Solavei strongly encourages Social Members to use the SCP for all email relating to Solavei.

4.8 Phone Calls and Text Messages

Unless You receive prior explicit written approval from Solavei, You may not initiate telephone calls or text messages to anyone for the purpose of encouraging the purchase of or subscription to Solavei's Products, except for individuals who qualify as family members, friends, business associates, or acquaintances, or engage in any of the following practices in any marketing related to Solavei:

- (a) Use of automatic telephone dialing systems;
- (b) Initiation of a phone call to a residential line using an artificial or pre-recorded voice to deliver a message without the prior express consent of the called party;
- (c) Use of a fax machine, computer, or other device to send an unsolicited advertisement to a fax machine; or
- (d) Use of an automatic telephone dialing system in such a way that two or more telephone lines are engaged simultaneously.

4.9 Prohibited Selling Sites

Social Members must not sell Solavei Products to, at, or by means of any internet auction, internet sales site such as EBay, Craigslist, or similar sites, any swap meet, or any other similar distribution outlet.

4.10 Fax Marketing

Social Members may not use fax machines, or any email software that replicates a fax machine, for any marketing or promotional purpose relating to Solavei.

4.11 Telephone, Online, and Other Directory Listings

You must clearly list yourself as a "Solavei Social Member" in all listings in telephone directories, online directories, or other business directories, whether online or in print, which You use for any marketing or promotional purpose related to Solavei. In responding to communications based on any such listings, you must clearly identify yourself as a Social Member and not as an employee of Solavei.

4.12 Marketing Events

You may not conduct marketing or other promotional activities related to Solavei at trade shows, conferences, conventions and similar events without prior written approval from Solavei.

4.13 Advertising Media

Social Members may not advertise on television, radio, online, or outdoor media, or in print media or direct mail, without the prior written consent of Solavei.

SECTION 5: COMPENSATION

5.1 Compensation Plan; Confidentiality

Social Members receive compensation under the Solavei Compensation Plan set forth at support.solavei.com, as it may be amended by Solavei from time to time (the “Compensation Plan”). The Compensation Plan is incorporated by this reference into this Agreement. The Compensation Plan compensates members for sales of Products to customers. Certain data relating to the Compensation Plan, such as current balance information and requirements for achieving various levels of compensation are available to Social Members on the SCP.

Although some parts of such information may be available to the public, Solavei possesses proprietary rights, including Trade Secrets, in the SCP, the CDS, and the Compensation Plan. As such, you agree to hold in confidence and not directly or indirectly disclose any Trade Secrets except to the extent authorized by Solavei, until such Trade Secrets becomes generally known. You agree not to make copies of any Compensation Plan or CDS material except as specifically authorized by Solavei. Upon termination of this Agreement, or upon an earlier request of Solavei, you agree to return or deliver to the Company all tangible forms of the Compensation Plan in your possession or control, including but not limited to drawings, specifications, documents, records, devices, models or any other material and copies or reproductions thereof. Your obligations under this Section 5.1 continue despite any termination of this Agreement.

5.2 Qualifications

You must be an active Social Member in full compliance with this Agreement to qualify for compensation under the Compensation Plan. Solavei will pay compensation to qualified Social Members in accordance with the Compensation Plan.

5.3 Sponsorship

Solavei customers have an opportunity to choose a sponsor when they first become part of Solavei. Once a new customer has chosen a sponsor, the choice is permanent and cannot be changed. The Compensation Plan provides that, under certain circumstances, Social Members receive compensation if they are designated as the sponsor of a new customer. Social Members do not receive compensation when they are designated as the sponsor of a Social Member Without Service.

5.4 Gaming

The Compensation Plan is intended to reward Social Members for adding friends, family, and social contacts to the Solavei Community. Any activity that provides economic advantages

to a Social Member outside of this purpose is considered “Gaming” of the Compensation Plan. Gaming is not permitted and may result in termination of this Agreement and Your Social Member status. Solavei has sole and absolute discretion to determine whether or not a particular activity constitutes Gaming.

Gaming includes but is not limited to:

(a) Redistributing compensation paid by Solavei to other Social Members. For example, a group of Social Members may not work together to earn compensation under the Compensation Plan and then pay that compensation out to members of the group in a way that is different from the Compensation Plan;

(b) Restricting a Social Member’s ability to sign up customers or other Social Members. For example, a Social Member may not sponsor another Social Member on the condition that the sponsor can direct if, when, or how the new Social Member sponsors other customers or Social Members; and

(c) Paying monthly service fees or other amounts owed to Solavei on behalf other Social Members.

5.5 Solavei Paycard

Social Members will receive a debit card managed Money Network Services and issued by MetaBank (the “Paycard”). Solavei will deposit the compensation earned by a Social Member under the Compensation Plan directly to that Social Member’s Paycard. Social Members will be able use the Paycard to make purchases, withdraw funds, and otherwise manage their funds as provided in the terms governing the use of the Paycard, which are available to Social Members at support.solavei.com.

5.6 Deductions from Your Compensation Payment

Solavei may deduct from Your compensation payment any amounts that You owe to Solavei, including without limitation any unpaid charges for mobile phone service, mobile phone devices and accessories, or any other Products, any fees, late charges, taxes, assessments, or other amounts owed of any kind.

5.7 Compensation Accuracy

Solavei places great emphasis on accurately tracking and recording Social Member compensation. If You believe a mistake has been made in calculating or paying Your compensation, You should contact Solavei and the Company will cooperate with You to determine whether You have been paid correctly under the Compensation Plan, and will make appropriate adjustments in Your compensation if an error was made. You agree to hold Solavei harmless for all errors in compensation calculation and payment, and for any and all indirect or consequential harm You may suffer as a result of such errors.

SECTION 6: INDEMNITY, WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY

6.1 Indemnification

You agree to indemnify, defend, and hold harmless Solavei, its officers, directors, employees, or anyone else related to Solavei against any and all claims, losses, liabilities, damages, costs, or expenses from all lawsuits or causes of action arising out of or related to the following:

(a) breach of any of Your representations and warranties, acknowledgements and agreements, or any other terms contained in this Agreement;

(b) any other claims related to you or your property arising out of, or in connection with, this Agreement, or Solavei's Products; and

(c) You further agree to hold Solavei and its affiliated companies harmless for any and all damages or undesired consequences that may result from Your Content submissions, including use by unaffiliated third parties.

You shall employ legal counsel at your expense to defend any such suit or action.

6.2 WARRANTY & DISCLAIMER

ALL SOLAVEI PRODUCTS AND SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE SCP, ARE PROVIDED "AS IS" AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. ADDITIONALLY, WHERE APPLICABLE, SOLAVEI SPECIFICALLY DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOUR USE OF ANY SOLAVEI PRODUCT OR SERVICE IS AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF WARRANTY SO THESE DISCLAIMERS MAY NOT APPLY TO YOU.

6.3 LIMITATION OF LIABILITY

YOU AGREE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THAT SOLAVEI SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES THAT MAY ARISE OUT OF THIS AGREEMENT. YOU ALSO AGREE THAT ANY DIRECT DAMAGES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW SUCH LIMITS ON LIABILITY SO THESE LIMITS MAY NOT APPLY TO YOU.

SECTION 7: TRANSFERRING A SOCIAL MEMBER BUSINESS

7.1 Sale, Transfer, or Assignment of Solavei Business

Social Members may sell, transfer or assign a Social Member business as provided in this Section 7.

7.2 Requirements.

Although a Solavei Social Member business is a privately owned, independently operated business, the sale, transfer or assignment of a Social Member business is subject to certain limitations. If a Social Member wishes to sell a Social Member business the following criteria must be met:

- (a) The seller must notify Solavei in writing of the proposed transfer, including all material terms of the transaction;
- (b) The purchaser must be or must become a qualified Social Member, as provided in Section 1 of this Agreement and must execute this Agreement and comply with its terms;
- (c) The seller must satisfy all outstanding debts and other obligations owed to Solavei;
- (d) The seller must be in good standing as a Social Member and must not be in violation of any of the terms of this Agreement; and
- (e) The purchaser of an existing Social Member business must assume the obligations and position of the selling Social Member.

7.3 Approval of Transaction

Solavei may request additional information in order to consider a potential sale, transfer, or assignment of a Social Member business. Once it has received the information described in Section 7.2 and any additional information it deems necessary, Solavei, in its sole and absolute discretion, has the right to approve or deny the proposed sale, transfer or assignment. The seller must receive written approval from Solavei before proceeding with the transaction. If the parties consummate the transaction prior to receiving Solavei's approval, the transfer shall be voidable at Solavei's option. No changes of Social Member sponsorship can result from the sale or transfer of a Social Member business.

7.4 Succession upon Death or Incapacitation

7.4.1 Upon the death or incapacitation of a Social Member, the Social Member's business may be passed to heirs or a trustee under the terms of this Section 7.4.

7.4.2 Death of a Social Member. In the event of the death of a Social Member, Solavei must receive the following documentation in order to effectuate a testamentary transfer of the Social Member's business:

- (a) a copy of the death certificate;
- (b) certified letters testamentary or a letter of administration appointing an executor; and
- (c) written instructions from the authorized executor to Solavei specifying to whom the business and income should be transferred.

7.4.3 Incapacitation of a Social Member. In the event that a Social Member becomes legally incapacitated, Solavei must receive the following documentation to effectuate a transfer of the Social Member's business because of incapacity:

- (a) a notarized copy of an appointment as trustee;
- (b) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Solavei business.

7.4.4 Conditions. No transfer under this Section 7.4 may take place unless the following conditions are met, in addition to the other requirements of this Section 7.4:

- (a) the successor must meet all of the qualifications for a Social Member;
- (b) the successor must execute this Agreement and comply with its terms; and
- (c) Solavei, in its sole discretion, must approve the transfer.

7.5 Right of First Refusal

In the event of any proposed transfer under this Section 7, Solavei shall have the right of first refusal to purchase the Social Member business on the same terms as agreed upon with any potential third-party buyer, or at fair market value in the case of proposed transfers in which no third-party buyer is present. Solavei shall have fifteen days from the date it receives written notice of a proposed transfer to notify the transferor that it intends to exercise its right of first refusal.

SECTION 8: IMPROPER ACTIVITIES AND SANCTIONS

8.1. Improper Activities

As used in this Agreement, the term Improper Activity means any violation of any term of this Agreement, of any law, regulation, or rule, whether civil or criminal, issued by any governmental body with jurisdiction over a particular activity, any fraudulent, deceptive, or unethical businesses practice or activity, or any other action that, in the sole discretion of Solavei, is incompatible with the business or ethical standards of the Solavei Community (“Improper Activities”).

8.2 Investigations

If Solavei becomes aware of potential Improper Activities, Solavei may contact Social Members in accordance with applicable laws to determine whether an Improper Activity has occurred. You agree to cooperate fully and truthfully with Solavei or relevant enforcement authorities to investigate any suspected Improper Activities involving You or other Social Members. In order to protect the integrity and reputation of the Solavei Community, Social Members who become aware of potential Improper Activities should report their concerns to Solavei by contacting legal@solavei.com.

8.3 Consultation

If Solavei concludes that a Social Member may have engaged in Improper Activity, Solavei will contact that Social Member and consult with him or her regarding the facts and circumstances of the case. Solavei will also conduct any additional investigation that the Company, in its sole discretion, believes is necessary to reach a conclusion.

8.4 Sanctions

After the consultation process described in Section 8.3, Solavei, in its sole discretion, will determine whether an Improper Activity has taken place. If Solavei decides that an Improper Activity has occurred, it may decide, in its sole discretion, to take any or all of the following actions:

- (a) Require a Social Member to correct the Improper Activities immediately;
- (b) Issue a written warning that further Improper Activities will result in further sanctions;
- (c) Place the Social Member in a probationary status, which may result in suspension or involuntary termination if Improper Activities continue;
- (d) Suspend compensation payments;
- (e) Terminate this Agreement with respect to the Social Member and cancel his or her status as a Social Member; or
- (f) Any other action Solavei deems necessary to address the Improper Activities.

SECTION 9: MISCELLANEOUS

9.1 Entire Agreement, Severability, and Waiver

This Agreement represents the entire agreement between Solavei and You and supersedes any prior written or oral agreements. This Agreement cannot be modified orally or in any other way except by official posting by Solavei on the current Solavei web site. If any provision of this Agreement becomes invalid, illegal, void, or unenforceable under any applicable law, each such provision shall be deemed amended to conform to applicable law or, if it cannot be amended without materially altering the terms of this Agreement, such provision shall be deleted. The failure of Solavei to enforce any right or provision of this Agreement does not constitute a waiver of that right or a waiver of future enforcement.

9.2 Assignment

You agree and consent that Solavei may assign, sell, transfer, or otherwise convey its rights under this Agreement, and any information collected about You, including any personally identifying information such as contact information, credit card information, Paycard information, social security numbers and similar information, to a third party as part of a merger, acquisition, reorganization, sale of the assets, in the event of a bankruptcy, or any other such change of control situation. You may not assign any rights under this Agreement without the prior written consent of Solavei.

9.3. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Washington, excluding its choice of law provisions. The parties explicitly agree that venue for any proceeding under this Agreement shall be located in King County, Washington.

9.4 Resolving Disputes

9.4.1 Non-Binding Mediation. In the event that a dispute arises under this Agreement, You agree that, prior to instituting any arbitration proceedings as described in Section 9.4.2, the parties will attempt in good faith to resolve the dispute in a non-binding mediation process. The mediator will be selected by agreement among the parties, and the mediation may be conducted in person or by telephone. The costs of the mediation, including the mediator's costs, shall be divided equally among the parties involved. Both You and Solavei agree that outside attorneys are not allowed to represent either party in a mediation session conducted under the terms of this Section 9.4.1.

9.4.2 Binding Arbitration. If mediation is not successful, You agree that all disputes or claims arising under this Agreement, or any other matter involving You and Solavei, will be

resolved individually, not in a class or consolidated action, and through binding arbitration as opposed to State or Federal court. You agree that the arbitration will be conducted by the American Arbitration Association under its rules. You agree that the arbitrator will apply the substantive laws of Washington State and that the arbitration will be conducted in King County, Washington. You agree that all arbitration hearings shall be conducted by phone or through the submission of documents unless otherwise mutually agreed upon. Notwithstanding the provisions of this Section 9.3.2, You expressly grant Solavei the authority to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent or halt the breach of any terms in this Agreement. You agree that Solavei may file a claim to recover attorneys' fees in a court of competent jurisdiction. This Section 9.3.2 shall not apply to residents of Louisiana, who will be entitled to bring an action against Solavei in their home forum pursuant to Louisiana law.

9.5 Notice

Unless otherwise specifically provided in this Agreement, all requirements of written notice are satisfied by electronic mail receipt confirmed, or online postings of updates or amendments to this Agreement on support.solavei.com.

9.6 Survivability

The following Sections shall survive termination of this Agreement and last in perpetuity or until any information is not Confidential Information or a Trade Secret as defined in this Agreement: Sections: 2 (Responsibility of Social Members); 3.4 (Approval Required); 3.5 (Prohibited Actions); 3.6 (Submitted Content); 3.7 (Feedback); 5.1 (Compensation Plan; Confidentiality); 6 (Indemnity, Warranty Disclaimers, Limits of Liability); 8.2 (Investigations); 9 (Miscellaneous).

SECTION 10: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

“Affiliated Parties” – All shareholders, members, managers, partners, trustees, and other parties with any ownership interest in, or management responsibilities for, a Business Entity.

“Business Entity” - A corporation, limited liability company, partnership, trust, or other business organization.

“CAN-SPAM Act” – The CAN-SPAM Act of 2003, as amended, 15 U.S.C. 7701 et seq. A law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have opt out of receiving such email, and establishes penalties for violations.

“CDS” – The Compensation Disclosure Statement described in Section 2.4 and available to Social Members at support.solavei.com.

“Code of Ethics” – The code of conduct described in Section 2.1 and available Social Members at support.solavei.com.

“Compensation Plan” – The plan described in Section 5.1 and available to Social Members at support.solavei.com.

“Confidential Information” – The information described in Section 2.5.2.

“Contact Information” – The information described in Section 2.5.3.

“Effective Date” – The date you manifest your consent to this Agreement as provided in the Introduction and this Agreement becomes legally binding.

“Feedback” – The content and information described in Section 3.7.

“Gaming” – The activities described in Section 5.4.

“Improper Activity” – The activities described in Section 8.1

“Inappropriate Material” – The material described in Section 4.3.4.

“Marketing Guidelines” – Information and guidance for permissible Solavei marketing practices, as provided in Section 4.1.2, and available to Social Members at support.solavei.com.

“Marketing Guidelines Office” – An office created by Solavei to assist Social Members in proper use of Solavei Brand Elements and other marketing practices, which may be contacted by Social Members at marketingguidelines@solavei.com.

“Member” – A customer of Solavei mobile phone service or another Solavei Product.

“Paycard” – The card described in Section 5.3.

“Products” - Any Solavei products, services, mobile phone service, mobile phone devices, sales aids, or any other product or service of any kind offered or sold by Solavei.

“Social Media” – The web sites and other media described in Section 4.3.

“Social Member” – A current party to this Agreement.

“Social Member Fee” – The fee described in Section 1.4.

“Social Member Qualification Process” – The online, mobile phone-based, or other process used by Solavei to enroll new Social Members.

“Social Member Without Service” – A Social Member who is not a current customer of Solavei mobile phone service or another Solavei Product.

“Solavei Brand Elements” – The rights and material described in Section 3.2.

“Solavei Community” – All participants in Solavei, including Members, Social Members, and Social Members Without Service.

“SCP” – The Solavei Community Platform as described in Section 4.2.

“Trade Secrets” – The information described in Section 2.6.2.

“Your Content” – The content and information described in Section 3.6a.

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