

Wall Words Independent Consultants Policies and Procedures

A. Basic Principles

1. The purpose of the Independent Wall Words Consultant Agreement, Policies and Procedures, and Commission Plan (collectively referred to as the Agreement), is to establish the status of an Independent Wall Words Consultant (referred to as “Consultant”). It sets forth the respective duties, obligations, and responsibilities of Wall Words, Inc., and of the Consultant.
2. The Consultant has elected to enter into this Agreement with Wall Words with confidence in Wall Words’ integrity and with the expressed intention of dealing fairly with its Consultants.
3. Wall Words enters into this Agreement with other Independent Wall Words Consultants with an awareness that Wall Words’ success depends upon responsible, efficient, vigorous, and successful Consultants, whose business conduct is free of false, deceptive, or misleading advertising, marketing, pricing, and business practices. Wall Words enters into this Agreement with confidence in the Consultant’s integrity, ability, duties, obligations, and responsibilities.

B. Eligibility to Become a Wall Words Consultant

1. Any individual residing in a state or territory of the United States or province of Canada, or any international location with a valid Tax Identification Number who is of legal age to enter into a contract therein and at least 18 years of age is eligible to become an Independent Wall Words Consultant. A Consultant’s tax identification number is required for tax reporting purposes only. Tax Identification Numbers are kept confidential and are not used for any other purposes. All monies paid to Wall Words must be in the form of American dollars **ONLY**, whether by credit card or cashier’s check or money order that clearly states the funds are in US Dollars.
2. An individual can have only one Consultant membership in Wall Words. They may not own any other memberships, either individually or jointly, nor may they participate as a partner, owner, stockholder, trustee, director or association member in more than one Wall Words membership in any form.
3. All Consultant Memberships shall be made strictly on an individual basis. Partnerships, corporations or other business entities operating under a fictitious name, “Doing Business As”, Limited Liability Corporations (LLC), trusts, or any other form of a non-individual business entity shall not be accepted as a Consultant entity.
4. Members of a Consultant’s household may operate together as one Wall Words membership, but may not split to become separate Consultants unless specifically approved by the corporate office. Household is defined as husband, wife, and dependents. Note: Children of legal age to contract and at least 18 years of age are not considered a part of their parents’ household and may hold their own membership individually.
5. Consultants who have citizenship in more than one state or country are nevertheless restricted to one membership, in one state or country, with one home market unit. All Consultants are to have just one account with Wall Words for the issuance of any and all commissions.

C. Rights Granted

1. Wall Words hereby grants to the Consultant a non-exclusive right upon the terms and conditions contained in the Agreement, to act as an Independent Wall Words Consultant.

D. Change in Membership Status

1. **MARRIAGE:** Two Wall Words Consultants who marry after having established their own individual memberships shall continue to operate their existing memberships individually.
2. **DIVORCE:** Should a married couple who work together as a team become divorced, Wall Words will only

recognize the individual registered as the Wall Words Consultant. Wall Words will not converse or conduct business with no entity other than the rightful registered Wall Words Consultant.

3. **DEATH:** Upon the death of a Consultant, the rights and responsibilities of the distributorship may be passed on to the rightful legally documented heir as long as that person has filled out a new Consultant Application and is the Consultant acting on their behalf.
4. **DISABILITY:** Should an Independent Consultant become disabled to the extent that they can no longer fulfill the required duties of a Wall Words Consultant, such disabled Consultant's legal representative or conservator shall:
 - a. Contact Wall Words within thirty (30) days of the disability and advise Wall Words of the Consultant's status and the plans for future management or cancellation of the membership.
 - b. Provide notarized or court confirmed copy of appointment as legal representative or conservator.
 - c. Provide notarized or court confirmed copy of document establishing right to administer the Wall Words business.
 - d. Should the legal representative or conservator plan to continue the business, then they shall fill out a new Consultant Application, receive the required training consistent with the disabled Consultant's level at the time of the disability. These requirements shall be satisfied within a time deadline of six months.

E. Independent Business Relationship

1. The Consultant is an independent contractor whose success or failure depends on his or her independent efforts. The Consultant shall not refer to themselves as "Wall Words" in any way but as being an "Independent Wall Words Consultant". The Consultant shall under no circumstances be deemed legal Consultants or representatives of Wall Words. The Consultant shall not modify Wall Words policy in any way. Neither the Consultant nor Wall Words shall have any right to enter into contract or commitment in the manner of, or on behalf of, the other or to bind the other in any way whatsoever.
2. The Wall Words Consultant may set his/her own hours and determine his/her own method of sale as long as they comply with the Policies and Procedures and commission structure. Consultants may earn 10% percent of a sale when a customer orders directly from Wall Words, Inc. and mentions a Consultant's name or the customer goes through the affiliate link. Selling to retail stores for the purpose of resale is **not** permitted under the Consultant Plan. Any Consultant caught participating selling to a retail outlet for resale purposes is subject to immediate termination of the Consultant Agreement by Wall Words.
3. The Consultant shall indemnify and hold Wall Words harmless from and against any claim, demand, liability, loss, cost, or expense (including, but not limited to, reasonable attorneys' fees) arising or alleged to arise in connection with the Consultant's operations.
4. Any violation of these Policies and Procedures may result in cancellation of the Consultant Agreement or the Consultant may choose to end the Agreement. Independent Wall Words Consultants are to understand that if the Agreement is terminated, Wall Words is not obligated to refund to any purchases or buy back any saleable product or product inventory

F. Compliance by Wall Words Consultants with All Applicable Income Tax and Other Sales Laws

1. At the end of each calendar year, Wall Words will automatically provide a statement of earnings (1099 form) for tax purposes to each Consultant with an annual income at or over the minimum required to be reported to the United States Internal Revenue Service or the Canada Customs and Revenue Agency.
2. Note: Any contest, incentive or prize items may be included in the 1099 form.
3. The Consultant accepts sole responsibility for all self-employment and income taxes due to income earned as an Independent Wall Words Consultant.
4. International Consultants accept full and sole responsibility to their own governmental entity for any applicable

tax or obligations.

G. Authorized Sales Region

A Wall Words Independent Consultant may act as a Wall Words Consultant in any State or Territory.

H. Representations Made by Wall Words Consultants

1. Wall Words commissions are based upon product sales. The rate of commission is 25% of the retail value of the Wall Words products sold.
2. Wall Words takes its Consultants' right to privacy very seriously. Wall Words does not sell, show, or otherwise share information about its Consultants with third parties. Wall Words may, however, release Consultant information when it is believed that such release is reasonably necessary to comply with the law, enforce or apply the terms of this Agreement, or protect the rights, property, or safety of other Consultants.
3. A Consultant shall not interfere with, harass or undermine another Consultant and, at all times, shall respect the privacy of other Consultants.

I. Advertising and Use of Name and Wall Words Logo

1. Wall Words Independent Consultants may produce items including, but not limited to, advertisements, literature, posters, business cards, or clothing that feature the Wall Words logo. A Consultant may use the name "Wall Words" only when accompanied by the words "Independent Consultant." The words "Independent Consultant" must be prominently displayed and easily seen. The phrase, "Wall Words" may not be used by Consultants on self-produced items.
2. A Consultant may submit to the company any item that may feature the Wall Words logo for written approval. Upon written approval from the company, the consultant will be free to use their items to promote Wall Words. Any item containing the Wall Words logo shall become the property of Wall Words and may be used or made available to other Consultants.
3. A Consultant shall not make purchases or enter into any transaction in Wall Words' name or hold themselves out as an employee, representative or Consultant of Wall Words.
4. Any Consultant may decide to select a business name. This business name should not imply that the Consultant is an employee of Wall Words, but instead state that they are an Independent Consultant. The name should not contain the name "Wall Words".
5. A Consultant is permitted to display official Wall Words brochures or other promotional materials at retail establishments or other public places. The corporate office must approve material that has not been produced by Wall Words, or made available by Wall Words, before publication or public use. It shall be understood that all marketing materials produced by and for individual Consultants and approved for use shall become the property of Wall Words and may be made available for use by all Consultants.
6. Consultants may have a booth or kiosk in a mall, trade show or craft fair, provided that it is a one-time temporary site. Wall Words does not approve this type of visible booth or kiosk anywhere on a recurring basis. Note: Flea markets are not an approved venue for Consultants to operate from a booth or table. Wall Words allows operating at the above sites with the understanding that the Consultant is responsible for presenting a high quality look to maintain Wall Words' image, and will conduct this operation in an honorable and professional manner. It is necessary that any literature, signage, banners or flyers created for the event site (that were not obtained from Wall Words) are submitted for approval to Wall Words for approval well in advance of the event. Allow one week for the approval process to be completed. Please note that the Consultant's primary objective at such a site is to gather leads, book appointments, make appointments for installation of Wall Words, make information available, and other business directly related to Wall Words. Other opportunities or products other than Wall Words shall not be made available or

demonstrated at these sites.

7. Wall Words Consultants may advertise over the Internet through the Wall Words domain. All Internet advertising must receive documented approval from Wall Words prior to use. Consultants may **NOT** use the phrase, "Wall Words" in any form in their domain name for their own websites.
8. As a Wall Words Consultant, Wall Words products may not be sold through on-line auctions such as e-bay or other such venues. **Selling Wall Words to retail stores for re-sale is *strictly* forbidden.**

J. General Advertising

Anti-Spam Policy: Wall Words has a zero tolerance anti-spam policy and any Consultant discovered spamming will face immediate disciplinary action which may include dismissal if deemed appropriate by the Company. Spamming is defined as flooding the Internet with unsolicited messages in an attempt to force the message on people or entities that would not otherwise choose to receive it. Use of email to other Consultants should be limited to Wall Words related business.

K. Copyrighted Materials

All Wall Words literature and programs are copyrighted by Wall Words and may not be duplicated without written consent. Wall Words will cancel the membership of any Consultant found to be making or distributing unauthorized copies of literature or programs that violate this Agreement. Literature, programs, forms, and other information that may be duplicated is made available to the Consultants on the company website.

L. Telephone Directory Listing

For a telephone directory listing, a Consultant is only authorized to use the Wall Words name if it is accompanied by the words "Independent Wall Words Consultant." Any telephone directory ads, local neighborhood directories, homeowner's associations' listings, school directories, etc. require pre-approval from Wall Words regarding text or wording, before any sort of ad is placed.

M. Telephone Answering

All Wall Words Consultants are independent contractors and are prohibited from answering the telephone in any way that would give callers a reason to believe they have reached the Wall Words home office. In other words, Consultants may, however, identify themselves as an Independent Wall Words Consultant.

N. Cancellation of Membership by Wall Words

1. Wall Words may cancel a membership for any violation of the Policies and Procedures. A breach of any promise made in the Consultant Agreement, or any misstatement or misrepresentation by the Consultant, shall also be grounds for cancellation. In addition to cancellation, Wall Words is entitled to take legal action against the Consultant for any damages entitled by law.
2. Disciplinary Actions. A Consultant's violation of any Policies and Procedures, the agreement, terms and conditions or any illegal, fraudulent, deceptive, or unethical business conduct may result, at Wall Words' discretion, in one or more of the following disciplinary actions:
 - a. Issuance of a written warning or admonition.
 - b. Imposition of a fine, which may be imposed immediately or withheld from future commission checks.
 - c. Suspension, which may result in termination or reinstatement with conditions or restrictions.
 - d. Termination of the Consultant.
3. When a decision is made to cancel a membership, Wall Words will inform the Consultant in writing that the membership is cancelled immediately, effective as of the date of the written notification. The cancellation notice will be sent by certified mail to the Consultant's address on file with Wall Words. The Consultant will have 15 days from the date of the mailing of the certified letter in which to appeal the cancellation in

writing. No appeal can be considered unless such correspondence is received by Wall Words within 15 days of a Wall Words cancellation letter. If the appeal is not received within the 15-day period, the cancellation will be automatically deemed final.

4. If a Consultant files a timely appeal of cancellation, Wall Words will review and reconsider any other appropriate action, and notify the Consultant of its decision. The decision of Wall Words will be final and subject to no further review. In the event of cancellation, it will be effective as of the date of the original cancellation notice.
5. Immediately upon the cancellation of a membership, the affected Consultant will remove and discontinue use of, and will not thereafter use, the names, marks, or any signs, labels, stationery, advertising, or reading materials referring to or relating to any Wall Words products. Where applicable state law on cancellation of a membership is inconsistent with company policy, such state law cancellation procedures shall be in force.
6. A Consultant who is cancelled by Wall Words under this provision may not re-apply to be a Consultant for a minimum of one year with no activity, and the new application requires consent of an authorized officer of Wall Words.
7. Service upon Wall Words of a Petition for Bankruptcy is ground for immediate cancellation. Wall Words will pursue whatever means are legally and reasonably available to recover sums owed to Wall Words by the petitioner.

O. Non-Compete

1. Information and materials provided to Consultants contain CONFIDENTIAL AND PROPRIETARY INFORMATION about Wall Words. Use, disclosure or reproduction of materials for other than Wall Words business without the express written consent of the company is **strictly** forbidden.
2. Buying or promoting quotes or words from a company other than Wall Words and promoting those items as a product of Wall Words while a Consultant is **strictly** forbidden.
3. A Consultant who leaves Wall Words either voluntarily or involuntarily shall not compete with Wall Words by selling or making like products for 2 years from the date of departure or be subject to legal action.

P. Expiration of Membership

A Consultant will be automatically renewed on the anniversary date of the original application the following year, as long as all Consultant obligations are fulfilled. Wall Words reserves the right to accept or reject the renewal of the membership. In the event of a dispute regarding a membership that has not been renewed or an involuntary terminated membership, Wall Words' liability for damages shall be limited to the remaining months of the one-year term of contract.

Q. Excuse for Non-Performance

Neither Wall Words nor any Consultant shall be responsible for delays and failures in performances where performance is made commercially impracticable due to circumstances beyond the party's reasonable control. This includes, but is not limited to, strikes, labor difficulties, riot, war, fire, death, curtailment of the party's usual source of supply, or government decrees or orders.

R. Non-Waiver Provision

The failure of Wall Words to exercise any rights stated in the Policies and Procedures, commission structure, or Consultant Agreement (or to insist upon strict compliance by a Consultant with any obligation or provision thereunder) shall not constitute a waiver of Wall Words' right to demand exact compliance therewith. Waiver by Wall Words can only be effected in writing by an authorized officer of Wall Words.

S. Infringement

Wall Words disclaims and excludes all warranties regarding possible infringement of any United States, Canadian, or foreign patent, trademark, trade name, copyright, or the like caused by the Consultant's operation. The Consultant shall have no claim in connection therewith. Upon learning of any claim or suit relating to any of the matters discussed, the Consultant shall immediately notify Wall Words.

T. Jurisdiction and Venue

Jurisdiction and venue over any legal action involving these Policies and Procedures, Compensation Plan, Consultant Agreement shall be proper only in the state and federal courts located in Orange County, California, and no other court shall have jurisdiction.

U. Exclusive Rules

The Policies and Procedures, commission structure, Consultant Agreement, and the instruments and documents referred to herein constitute the entire understanding of the parties with respect to the subject matter. The Policies and Procedures, commission structure, and Consultant Agreement may be amended at any time by any instrument in writing signed by an officer of Wall Words. Should any inconsistencies arise, all of the terms and conditions of these Policies and Procedures shall be controlling. Receipt of notice of such changes shall be conclusively presumed when Wall Words has posted such changes on its Web site, www.wallwordsconsultants.com.

V. Judgment and Tax Liens

Wall Words will comply fully with any court order or instruction/demand by any government taxing authorities within the United States and Canada that orders, instructs or demands the withholding of a Consultant's earnings from his/her sales as an Independent Consultant with Wall Words.

W. Subpoenas Duces Tecum (Demands for Records)

Assuming proper jurisdiction, Wall Words will comply with all subpoenas duces tecum demanding financial compensation records of a Consultant in his/her capacity as an independent contractor with Wall Words.

X. Requests for Records

Wall Words will comply fully with all requests for records accompanied by a properly prepared and signed Authorization by the person whose records are being sought. Wall Words will comply fully with all requests for records by governmental agencies with the authority to request such records and accompanied by the requisite legal documentation.

Y. Nondisparagement

Wall Words Consultants must not disparage Wall Words, its affiliate entities, other Wall Words Consultants, Wall Words services, the marketing and compensation plan, or Wall Words employees.

Z. Noninterference

For the term of the Consultant Agreement and for two (2) years thereafter, a Consultant agrees that they shall not disrupt, damage, impair or interfere with the business of Wall Words, whether by way of interfering with, or raiding its employees or Consultants, disrupting its relationship with customers, Consultants, representatives, Consultants, or otherwise. "Disrupting" or "interfering" shall include, but not be limited to, direct or indirect solicitation or recruitment for other direct selling business opportunities or products or services of other direct selling companies. A Consultant seeking to sell their membership must acknowledge and agree to this provision prior to the finalization of the sale of their membership.

AA. Membership Information

It is the Consultants' responsibility to keep all information on their membership updated and to notify Wall Words of any changes. Any change in membership information must be made in writing.

BB. Payment of Commissions

Monthly commissions will be issued from the Wall Words main office within the first 2 weeks of each month. A Consultant has the responsibility to review his/her compensation and report any discrepancies to the home office within 20 days. Failure to report any compensation discrepancies within 20 days will be deemed final and no adjustments will be made.