

# Pick IBO - Policies and Procedures

Effective January 1, 2019



# Policies and Procedures

Pick Policies and Procedures governing Independent Business Owners are outlined below. Take time to read the entire document to fully understand the Policies and Procedures.

These Policies and Procedures are incorporated by reference in the Pick IBO Agreement. In the case of any conflict between these Policies and Procedures and the IBO Agreement, the IBO Agreement shall prevail. Pick reserves the right to change these Policies and Procedures at any time.

## Pick Statement of Operating Philosophy

The Founders of Pick Ride Network, Inc (Pick) believe in leadership by example rather than management by directive. Pick's leadership has demonstrated a high degree of integrity and success at both sales and corporate levels. As such, they are committed to the following principles and standards as an expansion of their creed. For purposes of these Policies and Procedures, Pick Ride Network, Inc and affiliates shall be referred to as "Pick".

## Commitment to Excellence

The Pick corporate management team is committed to supporting its customers and IBOs, to giving them quality service and to calculating and mailing reports and commission payments in a timely manner. Pick has set these goals to give each IBO the best opportunity to develop a successful business. Pick will not exclude anyone from this great opportunity based on race, age, sex, national origin, religion, disability or any other similar grounds prescribed or otherwise prohibited by law.

## I. IBO Rights and Obligations

### A. Ethics

Pick conducts business in an ethical and credible manner and requires its IBOs to deal ethically with their customers, with each other and with the company. Pick permits no unethical or illegal activity and will intercede when such behavior may exist, and Pick reserves the right to use its best judgment in deciding whether certain IBO activities are unethical. Furthermore, Pick may use its own discretion in determining the appropriate course of action. If Pick determines that unethical activities may exist, then it reserves the right to suspend or terminate IBO status, including but not limited to all commissions and payments of any kind. Under no circumstances would an IBO who is terminated for unethical or illegal activity be entitled to a refund of their original application or on-boarding fee, nor are they entitled to sell or transfer their position.

### EXAMPLES OF UNETHICAL OR ILLEGAL ACTIVITY INCLUDE, BUT ARE NOT LIMITED TO:

1. Forging a signature on any document. This includes electronic signatures on any Pick customer portal, as well as on online IBO agreements.
2. Making false or misleading representations of any kind including, but not limited to, misrepresentations about Pick services or the Pick Compensation Plan.
3. Depositing checks made payable to Pick into personal accounts instead of immediately forwarding them to Pick.

4. Cross-line recruiting: A Pick IBO may not solicit an individual or entity that has been previously sponsored by another IBO or that is considering joining Pick and being sponsored by another IBO. For example, potential IBOs sent to an Opportunity Presentation by another active IBO cannot be recruited. During the term of their agreement and for a period of one (1) year after their Agreement has expired or terminated, Pick IBOs are further prohibited from directly or indirectly soliciting an existing or pending IBO into a sales organization in which he/she is not currently a member.

Pick IBOs may not solicit a Pick IBO, whether active, inactive, individual or an entity, to participate in a network marketing program offered by any other company, regardless of whether or not such network marketing company offers services competitive to those offered by Pick. During the term of their agreement and for a period of 1 year after, Pick IBOs are further prohibited from directly or indirectly soliciting an existing or pending IBO into a sales organization in which he/she is not currently a member.

5. Spreading false or misleading remarks or rumors with malicious intent that may disparage Pick, Pick employees, or another Pick IBO.
6. Any unauthorized use of Pick's name, trademarks or copyrighted material (i.e. reproducing Pick's forms, business cards, etc.).
7. Violation of any federal, state or local laws or regulations.
8. Stacking is strictly prohibited. Driver or IBO stacking is when you acquire a Driver or IBO and place them under a downline IBO other than yourself. You may use the Pick Money app to move around your network, if you meet certain qualifications.
9. Pick IBOs are prohibited from calling Pick and representing themselves as a customer for any products other than their own.
10. An IBO's upline or sponsor should not complete any agreement or purchase any Pick tools on behalf of the IBO.

## B. Offerings/Terms of Service

Pick and its partner/carrier/supplier/service provider(s) have the sole right to accept or reject orders for products and services, to establish and change without notice, the prices of such products and services as well as to establish the terms and conditions of their offering.

Pick and its partner/carrier/supplier/service provider(s) may also discontinue offering or selling any product or service, without liability or obligation to Pick, its IBOs or its customers. IBOs may only offer and sell services and products in accordance with rates, terms and conditions established by Pick, any regulatory agency or its partner/carrier/supplier/service provider(s). All sales representations and activities must be in full compliance with all applicable laws and regulations.

## C. Co-Mingling of Funds

IBOs must make their application, on-boarding, monthly back office service, and other fees payable to Pick only. No IBO shall accept funds for applications and co-mingle them with personal or association accounts. Pick may terminate any IBO discovered co-mingling funds or operating a bank account in the name of Pick or any other similar name.

## **D. Personal Usage/Purchases**

An IBO is not required to subscribe to or purchase any product or service marketed by Pick. Advancement to higher levels in the Pick Compensation Plan is based upon personal volume and drivers' completed rides, and the activities of other IBOs only to the extent of personal volume created by that IBO and the IBOs drivers' completed rides. However, if an IBO chooses to purchase any products or services offered by Pick, he/she will be responsible for all billing when due. If an IBO becomes past due on any bill, for services or products provided by Pick or a company with which Pick contracts, Pick may deduct amounts owed from future bonus or commission payments. Pick reserves the right to terminate an IBO that is repeatedly past due in the payment of any service or product.

## **E. Unauthorized Contact**

Under no circumstances, is an IBO permitted to directly contact any partner/carrier/supplier/service provider(s) with whom Pick contracts, unless it is in specific relation to a personal account they may currently have with said provider.

## **F. Territorial Rights/Conducting Business Across Borders**

IBOs can market services and products and sponsor new IBOs in any country where Pick conducts business, without exclusivity. IBOs may only promote Pick in countries where Pick currently operates.

IBOs conducting business in foreign countries must adhere to the Pick Policies and Procedures governing activities in that country. U.S. IBOs conducting business in Puerto Rico must also adhere to the Pick Puerto Rico Policies and Procedures. Furthermore, compensation will be based on the Compensation Plan of that specific country and be subject to conversion to U.S. funds.

IBOs are responsible for knowing and adhering to all laws and accepted business practices in the countries they choose to market. This includes but is not limited to Customs and Immigration Laws and accepted marketing practices.

## **G. Further Limitations**

Pick reserves the right to limit or disallow any activities that cast negative aspersions on the integrity, truthfulness, and/or reputation of Pick.

## **II. Status as an Independent Contractor**

### **A. Claims of Employment**

IBOs are independent contractors and not employees of Pick. The position of IBO shall not be construed as creating a relationship of employee-employer, agency, partnership or joint venture between any participant, sponsor and Pick. It is impermissible to assert or imply that an IBO or prospective IBO is or will be employed by Pick.

### **B. Dispute Resolution; Certain Waivers; Governing Law/Venue**

#### **1. DISPUTE RESOLUTION**

PLEASE READ THIS SECTION OF THESE POLICIES AND PROCEDURES CAREFULLY, AS IT PROVIDES FOR THE RESOLUTION OF MOST DISPUTES THROUGH BINDING ARBITRATION.

(a) If either Pick or an IBO has a dispute with the other arising from or relating to the IBO's position or otherwise arising from or relating to this Agreement (a "Dispute"), the party initiating the dispute must first try to contact the other to resolve the dispute informally in good faith. Pick must call the IBO at the contact number Pick has on file for the IBO. The IBO must call Pick IBO Services at 214-620-0361, or such other number that Pick may subsequently identify and publish.

(b) As evidenced by the IBO Agreement, the IBO's relationship with Pick is an interstate commerce transaction and this Section II.B.1. is therefore governed by the Federal Arbitration Act. All Disputes (in any case, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory) must be resolved by final and binding arbitration, pursuant to the Commercial Dispute Resolution Procedures (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as in effect at the time of the arbitration, and as modified herein. The IBO may contact AAA in writing at one of its locations (e.g. The Rotunda, 4201 Congress Street, Suite 125, Charlotte, NC 28209). The IBO may also obtain additional information about AAA and its procedures from AAA's website, at [www.adr.org](http://www.adr.org). Notwithstanding the foregoing in this subsection (b), (i) either the IBO or Pick may bring an individual action against the other party in small claims court (or comparable court of competent jurisdiction) so long as the only parties to that action are the IBO and Pick, and the total value of the claims made in the action is less than \$5,000, and (ii) nothing herein shall prevent Pick from enforcing the IBO Agreement, including without limitation taking corrective or remedial action such as deactivation for an IBO's violation of the Policies and Procedures. Following the contact required in subsection (a) above and prior to commencing an arbitration proceeding with the AAA, a party seeking to arbitrate any Dispute must send to the other party, via certified mail, a written Notice of Dispute ("Notice"). The Notice to the IBO must be sent by Pick to the IBO's address on file with Pick. The Notice to Pick must be addressed to: Pick IBO Services, 5000 Eldorado Pkwy, Suite 150 #269, Frisco, TX 75033 ("Dispute Notice Address"). The Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) describe the specific relief sought. The IBO and Pick each expressly agrees to attempt to resolve any Dispute by first sending the Notice to the other party, prior to initiating or commencing an arbitration proceeding with the AAA.

(c) If a Dispute is not satisfactorily resolved within sixty (60) days after the Notice is sent, either party may then commence an arbitration proceeding with the AAA. Any Dispute must be brought within two (2) years after the date on which the basis for the Dispute first arises.

(d) In conducting the arbitration, and in making any award, the arbitrator will be bound by and must strictly enforce the terms of the IBO Agreement, and will not expand, limit, or otherwise modify the terms of the IBO Agreement. The arbitrator will not have the authority to award punitive or exemplary damages or attorneys' fees or any other damages waived under the IBO Agreement. The IBO and Pick each expressly waives any claims for an award of damages that are excluded under the IBO Agreement.

(e) The arbitration will be based only on written submissions of the parties, and the documents submitted to the AAA relating to

the Dispute, unless either party requests that the arbitration be conducted pursuant to the AAA's in-person, telephonic, or on-line procedures. If the amount involved in the Dispute is less than \$5,000, the arbitration will be conducted in the county of the last address of the IBO on file with Pick. If the amount in dispute is \$5,000 or more, the arbitration will be conducted in Frisco, Texas. Each of the IBO and Pick has the right to be represented by an attorney in any arbitration.

(f) The party initiating arbitration must pay the applicable AAA filing fee when submitting its written request for arbitration to the AAA. Unless otherwise provided for in the AAA Rules, or in the arbitration award, all other administrative fees and expenses of arbitration, including the fees and expenses of the arbitrator, will be divided equally between the IBO and Pick. The prevailing party may seek to recover from the other party the AAA's fees and the expenses of the arbitrator. If a party selects an in-person, telephonic, or on-line arbitration process, such party must pay its share of any higher administrative fees and costs for the process it selects.

(g) Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production, and evidence presentation.

(h) All post-award proceedings will be governed by the Federal Arbitration Act. Any award may be confirmed and enforced in any court of competent jurisdiction. The arbitration will be confidential. Neither the IBO nor Pick may disclose the existence, content, or results of the arbitration, except to confirm and enforce the award, to its own legal or financial advisors, or as may be required by law.

(i) CLASS ARBITRATION WAIVER. Each Dispute will be resolved on an individual basis. EACH OF THE IBO AND Pick SPECIFICALLY AGREES THAT IT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A CLAIMANT OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The IBO Agreement does not allow class or collective arbitrations even if applicable AAA rules would. EACH PARTY AGREES THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING ("Class Arbitration Waiver"). Notwithstanding anything else in this Section II.B.1., the validity and effect of the Class Arbitration Waiver may be determined only by a court and not by an arbitrator. Each of the IBO and Pick acknowledges that the Class Arbitration Waiver is material and essential to the resolution of any Dispute and is nonseverable from this Section II.B.1. THEREFORE, IF THE CLASS ARBITRATION WAIVER IS LIMITED, VOIDED, OR OTHERWISE FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS SECTION II.B.1. (but only this Section II.B.1.) SHALL BE NULL AND VOID AND IF A PARTY CHOOSES TO PROCEED WITH ITS CLAIM IT MUST DO SO IN COURT PURSUANT TO SECTION II.B.4.

(j) NOTWITHSTANDING ANY OTHER PROVISION OF THE IBO AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY

ARBITRATION HELD UNDER THIS AGREEMENT.

(k) NOTHING IN THIS SECTION II.B. PREVENTS Pick OR THE IBO FROM SEEKING PRELIMINARY OR PERMANENT INJUNCTIVE OR OTHER SIMILAR RELIEF, FROM A COURT OF COMPETENT JURISDICTION.

## **2. CLASS ACTION WAIVER**

In the event any claim proceeds in court rather than through arbitration, for any reason, each of the IBO and Pick agrees that such Dispute will only be resolved on an individual basis ("Class Action Waiver"). EACH OF THE IBO AND Pick SPECIFICALLY AGREES THAT IT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## **3. JURY TRIAL WAIVER**

To the extent any claim proceeds in court rather than through arbitration, for any reason, if not prohibited by applicable law, EACH OF THE IBO AND Pick WAIVES ANY RIGHT TO A JURY TRIAL.

## **4. GOVERNING LAW/VENUE**

The IBO Agreement, including its formation, construction, interpretation, and enforceability, is governed by and shall be construed in accordance with the law of the State of Delaware, without regard to its choice of law rules, except that the arbitration provisions of Section II.B.1. of this Agreement are governed by the Federal Arbitration Act. Unless otherwise agreed, court proceedings must be in Delaware, provided that if you bring a small claims action as permitted in Section II.B.1. you may do so in the jurisdiction of your address on file with Pick. Subject to arbitration requirements in Section II.B., for any court action in connection with this Agreement brought in a jurisdiction consistent with the foregoing sentence, each of the IBO and Pick agrees to submit to the personal and exclusive jurisdiction of such court and waives any objection as to venue or inconvenient forum. The IBO and Pick each agrees that regardless of any statute or law to the contrary, but not to the exclusion or in lieu of any such statute or law providing for a shorter limitations period, any claim or cause of action arising out of or related to the IBO's relationship with Pick or the IBO Agreement must be filed within two (2) years after such claim or cause of action arose or be forever barred.

## **5. AMENDMENTS**

Notwithstanding any other provision of the IBO Agreement to the contrary, this Section II.B. of these Policies and Procedures may only be amended by the mutual agreement between the IBO and Pick. No amendment shall apply retroactively to any dispute known to Pick or the IBO at the time of amendment.

## **C. Contractual Obligations**

All IBOs are responsible for any expenses which result from their business operation. Miscellaneous expenses include, but are not limited to, license or permits required to operate a business, legal fees connected with the use of a business name, telephone expenses, product advertising, etc. IBOs shall not involve Pick in any contractual relationships relative to their businesses. IBOs cannot and shall not sign contracts, rent or lease office space or equipment, open bank accounts, secure credit, cash negotiable

instruments, make purchases or enter into agreements of any kind in the name of Pick. Such action is prohibited and cause for termination of IBO status. Each IBO shall hold Pick, its shareholders, partners, members, directors, officers and employees harmless from any claims, damages or liabilities arising out of such action.

## **D. Reporting Taxes**

IBOs are not considered employees for purposes of the Social Security Act, the Federal Unemployment Tax Act, Federal Income Tax laws or any other laws governing employees. It is the IBO's responsibility to make self-employment and income tax payments as required by law. As such, Pick does not deduct any taxes from any commission and/or bonus payments. Pick will send a Form 1099 to all applicable IBOs who earn \$600 or more in a tax year.

It is the IBO's responsibility to provide Pick with the proper Social Security Number or Taxpayer Identification Number. If the information that is provided is incorrect or if the Internal Revenue Service notifies Pick that the information does not match their records then Pick will hold all future payments until the matter is resolved.

## **III. Business and Legal Entities as an IBO**

### **A. Companies**

A sole proprietorship, partnership, Limited Liability Company (LLC) or corporation may become an IBO subject to review and approval by Pick. However, no individual may participate in more than one IBO position without the prior written approval of Pick.

For the company to become a new IBO, or to change their current IBO status to a company, Pick must be notified in writing. Written notice is also required when changing an existing individual's IBO status to a company.

The following items are needed to apply for a Pick IBO status as a company:

1. The name of the company
2. The company's Taxpayer Identification Number
3. A list of all partners/shareholders/members with more than 5% ownership – the document MUST include the Social Security Number for each person listed
4. A completed IBO Agreement, signed by an individual authorized to enter into binding agreements on behalf of the business entity

Individuals who submit the IBO agreement must be authorized to enter into binding contracts on behalf of the company.

### **B. Trusts**

An IBO can operate their IBO status in the name of a trust. The person(s) that is (are) responsible for operating the business of the trust must be of legal age and cannot be another IBO or have an ownership interest in another IBO status.

To become a new IBO as a trust or to change an existing IBO status to a trust, Pick requires written notification and a new IBO agreement.

The following items are needed to apply for a Pick IBO status as a trust:

1. A legal document displaying the name of the trust and a

legal opinion from an attorney stating that the trust is in compliance with all state and federal laws

2. A document that provides proof of the trust's Taxpayer Identification Number
3. A document that lists all trustees including the Social Security Number for each person listed. For a Grantor Trust, a document that provides the Social Security Number of the Grantor.
4. A completed IBO Agreement, signed by an individual authorized to enter into binding agreements on behalf of the trust

The person who submits the written notification must be authorized to enter into binding contracts on behalf of the trust.

It is the IBO's responsibility to insure that Pick has received all the required documentation to list the IBO status as a company or trust. If Pick has not received the appropriate documentation within 30 days, then Pick will suspend the IBO position until all of the documentation is received and processed by Pick. In addition, any commissions or bonuses earned during the suspension period will be held until the matter is resolved.

### **C. Marriage**

A spouse may operate under the same IBO position or independently. If the spouse chooses to operate independently, then one spouse must be sponsored by the other. Pick reserves the right to ensure that spouses who operate independently are correctly sponsored and make corrections that are necessary. Spouses who choose to operate the same position will be treated as partners. In the case of a divorce, the IBOs must notify Pick of the effect on the IBO position(s) and provide such documentation as Pick may request. In the event of a dispute between IBOs over the ownership of an IBO position, Pick has the right to suspend the IBO position pending resolution of such dispute or consider the party listed as the primary contact on the IBO position to be the owner of the position. Pick will not be liable for any losses, claims, or expenses arising from such treatment of the IBO position prior to Pick's receipt of notice and requested documentation of the final disposition of the position. Notwithstanding anything to the contrary contained in your IBO Agreement, in the event of a divorce, following formal disposition of the formerly-shared IBO position, a former spouse who loses all rights and interest in the formerly-shared IBO position is permitted to start a new IBO position under any permitted sponsor, despite having an interest in the formerly-shared IBO position within the preceding 12-month period.

### **D. Specifications for IBO Names**

Pick reserves the right to approve or disapprove any IBO's choice of business names, formation of partnerships, corporations and trusts, for tax, estate planning and liability purposes. If Pick approves such a change by the IBO, the organization's name and the names of the principals of the organization must appear on the IBO Agreement along with a Social Security Number or Federal Tax Identification Number.

Any request for a change in the name or a change in the Social Security Number or Tax Identification Number of the IBO status is subject to a written agreement, signed by all parties involved, submitted to and approved by Pick. Pick reserves the right to verify all authorizations prior to making changes. In the absence of any agreement or notification, Pick will only recognize the individual whose Social Security Number was originally listed on

the IBO Agreement. Please note that Pick will only continue to service the IBO who remains listed in our computer system. Pick reserves the right to intercede in disputes, and if it is determined that unethical activity exists, the status may be suspended and/or terminated.

#### **IV. Identification Numbers**

All IBOs will be assigned a unique number that identifies them as an IBO of Pick. This number is referred to as their Team ID Number. It is the IBO's responsibility to provide this number on the IBO Agreement when sponsoring a new IBO.

#### **V. Sponsoring New IBOs**

##### **A. IBO Agreements**

New IBOs must complete and sign an IBO Agreement using the sign up process within the Pick Money app.

Only the new IBO can complete the IBO Agreement. It cannot be completed by the sponsor or upline on behalf of the new IBO. Application fees can be paid by Visa, MasterCard, American Express or Discover. (Please note that Pick may assess a fee for any credit card payments that result in a charge back.) Pick does not accept checks. The start date of an IBO is the date that their completed IBO Agreement is entered and payment is received. Pick reserves the right to refuse entry of an IBO Agreement without payment and to adjust the start date accordingly.

##### **B. Representation**

IBOs shall make no claim or inference to prospective IBOs as to the anticipated or actual income an IBO might earn. Pick makes no guarantees of income, nor assurances of any profits or success. Furthermore, any profits or success resulting from activities as an IBO will be based upon your drivers' completed rides and the activities of other IBOs only to the extent of personal volume created by that IBO and the IBOs drivers' completed rides. Any success achieved will be based solely upon the IBO's effort, commitment and skills.

Each IBO understands that no Attorney General of any state, territory or other regulatory authorities ever reviews, endorses or otherwise approves any product membership or compensation program of any marketing company. As such, each IBO shall make no such claim to a prospective Pick IBO. In the event that a question arises concerning Pick's compliance with the law, such question shall be submitted to Pick in writing. Pick IBOs shall make no false claims or misleading statements concerning these relationships and understand that if they do, their relationship with Pick may be terminated and all commissions and bonuses forfeited.

IBOs agree to indemnify and hold Pick and its shareholders, partners, members, directors, officers and employees harmless from all claims, damages and expenses, including attorneys' fees arising out of actions or conduct in violation of the Agreement.

##### **C. IBO Disputes**

Pick may or may not mediate any disputes between two or more IBOs if requested to do so by all of the parties involved in the dispute. Pick, however, reserves the right to review sponsoring practices. If Pick agrees to mediate any dispute, its findings shall be binding on all parties involved in the dispute.

#### **D. Changing Sponsorship**

Pick believes in and maintains the maximum protection of the IBO's relationship with his or her sponsor. Therefore, changing sponsors is strictly prohibited. It is the responsibility of the IBO to ensure the sponsor information submitted on the IBO Agreement is accurate and complete.

An IBO may join Pick under a new sponsor only after a period of no less than one full calendar year from the date of resignation or no less than one full calendar year after an IBO fails to renew or cancels their agreement. All resignations must be in writing and delivered to Pick.

Pick reserves the right to change sponsorship if it is found that unethical or misleading practices were used.

#### **VI. Maintaining/Changing the Status of Your Business**

##### **A. Selling Your IBO Position**

To protect the integrity of the business opportunity, Pick restricts the sale of IBO positions. All requests for the sale of an IBO position must be reviewed and approved by Pick. For permission to sell your IBO position, forward a letter of intention to Pick, indicating your wish to sell. Pick will send all needed documentation to the seller for completion, before the process can begin. For more information, please contact IBO Services. Pick reserves the right to withhold or condition its consent to the sale of an IBO position in its reasonable discretion.

The IBO position WILL NOT be considered SOLD until the sale is approved by Pick. Therefore, DO NOT accept any funds from the potential buyer until the sale has been approved and finalized. Pick charges a \$1,000 fee to process any approved sale. Do not send the \$1,000 fee until Pick has approved the sale. Companies or partnerships that have a change of ownership greater than twenty percent (20%) must notify Pick of such change in ownership. The new owners/stockholders must comply with the terms of the IBO agreement and these Policies and Procedures. If there is a change in ownership of 50% or greater then the rules regarding the sale of an IBO position apply, including the \$1,000 transfer fee.

##### **B. Transfer/Disposition of IBO Business**

Upon the death or incapacity of an IBO, or of its principals, the rights to the commission and marketing position shall pass to the designated successor, provided said successor complies with all the terms of the Pick agreement, Pick's Policies and Procedures and fulfills the duties and obligations required of an IBO. In the case of a transfer to an existing IBO, or to an individual listed as a partner/shareholder/trustee in an existing IBO status, the individual will need to contact Pick to discuss his/her options in either maintaining the status or transferring it. If the transfer is of a temporary nature (i.e. the IBO is temporarily incapacitated), the subsequent activation and deactivation will likewise be temporary.

##### **C. Change of IBO Information**

IBOs must report any change of address, telephone number or email address in the Pick Money app, by sending written notification to Pick headquarters, or by calling IBO Services.

## **VII. Commissions**

### **A. Reports**

Hierarchy Reports and other reports are available for free or a fee from the Pick Money app. Personal level 1 Lists are available free of charge in the Pick Money app. The IBO acknowledges and agrees such information is proprietary and confidential to Pick and is transmitted to the IBO in strict confidence. The information provided may not be distributed to any other individual or company. But for this agreement of confidentiality, Pick would not provide the above information.

### **B. Eligibility for Compensation**

In order to receive compensation, IBOs must maintain a minimum personal volume per Pick's Compensation Plan.

### **C. Bonuses**

Bonuses are monthly bonuses paid to IBOs who have qualified for the bonus per Pick's Compensation Plan.

Bonuses are processed the first of the month for the previous month and released on the 15th of the month. All documentation necessary for bonus qualifications must be received and processed by Pick by 12 am Central Time on the last day of the month for a bonus payment to be issued on the 15th of the next month. Please refer to the Pick Money app for the specific deadlines for submitting IBO Agreements, etc.

Fast Start Bonus are paid to IBOs that become qualified as Senior Associate (SA) within the first 30 days from the IBO's start date.

Senior Associate Bonus are paid to IBOs that are qualified as Senior Associate (SA) or above and when a new Level 1 IBO becomes qualified as Senior Associate (SA) within their first 30 days.

Monthly Car Bonus are paid to IBOs that are qualified as Regional Director (RD) or above and have a qualified car and have been approved for the bonus. IBOs must apply for the car bonus within the Pick Money app.

An IBO's start date is determined by the date of payment of their application or on-boarding fee.

### **D. Commissions**

Commissions are paid monthly to all levels from Qualified Associate (QA) or above in the Pick Compensation Plan.

Ride Residual Commissions are calculated based on the level of the IBO and paid on each completed ride for a driver in that IBOs network, if the IBO is qualified to receive the commission based on the Pick Compensation Plan.

Monthly Personal Volume Residual Commissions are calculated based on the percent paid of the total Personal Volume (PV) for that level if the IBO is qualified to receive the commission based on the Pick Compensation Plan.

Commissions are released on the 15th or the first business day following the 15th of each month. Commissions are paid the next month after the close of the previous month. The commission

qualifications listed on the Compensation Plan are minimum qualifications. Pick recommends that IBOs exceed the minimum qualifications in order to ensure that they remain fully qualified in the event that one or more IBO or driver cancels their agreement.

A Payment Processing Fee will be deducted from each bonus and commission payment to cover processing costs relating to the issuance of the payment and the statement. A payment will not be issued until the total amount (less the Payment Processing Fee) is greater than \$10. The IBO will also be responsible for a \$10 Re-issue Fee anytime a payment is returned to Pick and requested to be re-issued. If a stop payment must be placed and a new payment re-issued, the IBO will be responsible for a \$25 Stop Payment Fee. The IBO will also be responsible for a \$30 Administrative Fee (for each payment) if their payment(s) remains un-cashed for more than 120 days.

### **E. Reversal of Bonuses or Commissions**

Pick reserves the right to retract the payment of any bonus or commission if it is found that a driver or IBO used to qualify for a bonus or a certain commission level was not valid.

### **F. Driver and IBO Qualifications**

Bonuses, commissions and the advancement to earned levels in the Pick Compensation Plan are based on approved drivers completed rides and other IBOs activities. Each driver and IBO application must contain the Team ID of the IBO that acquired them. IBOs are prohibited from entering the Team ID of another IBO or signing agreements in the name of another IBO. Establishing driver accounts for the purposes of qualifications when the driver does not intend to use the service or when the driver is not aware that such an account has been established is unethical and is subject to disciplinary action up to and including deactivation. Pick reserves the right to remove these drivers from the IBO's position if unethical activities occurred and during any review.

Drivers who cancel their agreement with Pick and those who do not use the service for a period of one month will no longer count as active drivers for qualification purposes. Drivers are considered active for the first 90 days from approval and then must complete 1 ride during the month to be considered active. If a driver or IBO who is not active, begins to use the service again, the IBO who acquired the driver or IBO will automatically receive credit for that driver or IBO. The Pick Money app will display all drivers and IBOs that are active or not active in the IBOs downline so that the IBO can acquire new drivers and IBOs in order to avoid losing qualifications.

This document is to be used in conjunction with the latest Pick Compensation Plan documentation available on Pick Money app in order to receive the latest adjustments pertaining to qualification.

A driver or IBO account cannot count toward qualifications for more than one position and same level, and cannot be moved from one IBO to another unless done within the Pick Money app and within the rules stated in the Pick Money app. If an IBO moves a driver or IBO to another IBO in their downline the IBO receiving the driver or IBO counts that driver or IBO for the entire month. Existing Pick drivers who also become a Pick IBO can claim their own driver from an existing Pick IBO's position 45 calendar days from the new IBO's start date.

## VIII. Compliance

These Policies and Procedures were created as a guideline for Pick and all IBOs and serve to protect the rights of both parties. These Policies and Procedures are intended to ensure proper functioning of daily business operations. Pick reserves the right to amend the Policies and Procedures from time to time as Pick deems necessary. Any IBO who violates any provision of the IBO Agreement, which includes all Policies and Procedures itemized herein, may be terminated by Pick. Termination cancels any and all rights, and will be effective upon verification of said violation(s) and notification of the offending IBO by Pick. In the event a dispute arises between Pick and an IBO as to their respective rights, duties and obligations under this agreement, or in the event of a claim of breach of this agreement by either party, such dispute shall be exclusively resolved through binding arbitration as described in the IBO Agreement. Under no circumstance would an IBO who is terminated for unethical activity be entitled to the refund of their original application or on-boarding fee or be allowed to transfer their drivers or IBOs or their IBO position to another party.

## IX. Confidentiality and Noninterference, Nondisclosure of Proprietary Information

During the term of the relationship with Pick, the IBO may receive information or data constituting a trade secret or confidential information of Pick and/or its partner/carrier/supplier/service provider(s) in which event, the IBO shall treat such trade secret or confidential information as strictly confidential and wholly owned by Pick, as applicable. No IBO may, for any reason, nor in any manner, directly or indirectly use, sell, lend, lease, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such item of information or data to any person or entity for any purpose other than as authorized by Pick in writing. The definition of "confidential information" shall mean proprietary and confidential data or information of Pick or its partner/carrier/supplier/service provider(s) which is not publicly known or available to the competitors of Pick or its partner/carrier/supplier/service provider(s). "Confidential information" also includes without limitation, information regarding Pick or its partner/carrier/supplier/service provider(s), IBOs, customers or prospective customers, marketing methods, business and technical plans, product information and pricing. The definition of "confidential information" includes "trade secrets" which shall mean that portion of confidential information which constitutes trade secrets as defined by applicable law and including, without limitation, confidential computer programs, software, designs, processes, procedures, formulas and improvements, whether copyrightable or not.

IBOs must use their best efforts to preserve all confidential Information until it becomes generally available to the public or Pick agrees in writing that such information may be disclosed or is otherwise no longer deemed to be confidential.

During the term of this Agreement, I agree that I shall not, directly or indirectly, sell or solicit any customer, driver or IBO of a Pick Product or Service to purchase any product that is the same as or similar to any Pick Product offered by another provider or distribution channel other than as specifically designated or approved in writing by Pick. IBOs shall not, during their relationship with Pick and for a period of one year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away any customer of Pick or its partner/carrier/supplier/service provider(s), whether or not the IBO originally

procured or brought such customer to Pick (such activities are collectively referred to herein as "solicitation"). All customers, drivers or IBOs solicited by IBOs on behalf of Pick or its partner/carrier/supplier/service provider(s) are deemed to be customers, driver or IBOs of Pick or its partner/carrier/supplier/service provider(s) and not of its IBOs. IBOs understand that such prohibition of non-solicitation shall be strictly enforced and that Pick or its partner/carrier/supplier/service provider(s) shall be a third party beneficiary of this prohibition as well as any proprietary and confidential information provided to Pick which in turn is received by the IBO. Further, during the term of the IBO Agreement and for a period of one year thereafter, IBO may not enter into a direct marketing relationship with any partner/carrier/supplier/service provider(s) of Pick or any other distribution or sales channel for any such party. Violation of this covenant and condition will result in forfeiture of all IBO rights, including all current and future commissions, bonuses and payments of any kind.

On a periodic basis, Pick will supply data processing information and reports to the IBO, which will provide information to the IBO concerning the IBO's organization, product purchases and product mix. IBOs agree that such information is proprietary and confidential to Pick and is transmitted to the IBO in confidence. The IBO agrees that he or she will not disclose such information, directly or indirectly, to any third party nor use the information to compete with Pick in any manner. The IBO and Pick agree that, but for this agreement of confidentiality and nondisclosure, Pick would not provide the above confidential information to the IBO.

## X. Privacy Policy

### A. Personal Information

Pick is committed to protecting the privacy of our IBOs' and customers' personal information. "Personal Information" means any information about an identifiable individual, other than business contact information. We protect personal information by maintaining strict physical, electronic, and procedural safeguards that meet or exceed applicable Federal laws and regulations. The IBO acknowledges that Pick may share his/her contact information, including primarily email address, phone number, and physical address, with other IBOs in his/her upline. One of the key purposes of any such sharing is to improve the effectiveness of the contact management tool available through Pick Money app. Unauthorized access to or disclosure of personal information, including account information, or personal identification number, is a violation of Pick's Privacy Policy, and is strictly prohibited.

(a) The IBO acknowledges that, in the course of the performance of this Agreement, (s)he will be provided with and have access to Personal Information and that such Personal Information is confidential. The IBO agrees that such Personal Information will be collected, used and disclosed only for the purposes for which it was collected and only in relation to the provision of Pick's services or products or this Agreement, that (s)he will safeguard such Personal Information by appropriate organizational, physical and technological means ("Safeguard Obligations") and not, other than as required in relation to the provision of Pick's services or products, disclose, transfer, sell, assign, publish or otherwise make available any Personal Information for his/her own use or the use of any other person or entity except where disclosure may be required to comply with a subpoena, warrant, or court order, or if requested by a government institution which has the lawful authority to obtain the Personal Information, or if otherwise



required by law;

(b) Upon reasonable request, the IBO shall provide Pick access to, and the right to inspect, any or all Personal Information collected, used or disclosed by the IBO during the course of the Agreement;

(c) The IBO shall, at the prior written request of Pick, promptly return any Personal Information and all copies thereof in any form whatsoever under the power or control of the IBO to Pick, and delete the Personal Information from all retrieval systems and databases or destroy same as directed by Pick and furnish to Pick a certificate by an officer of the IBO of such deletion or destruction;

(d) The IBO agrees to co-operate with Pick in any regulatory investigation or in any internal investigation regarding any alleged privacy breach or complaint.

(e) In order to ensure the special integrity of IBOs' personal information, and to protect IBOs positions from unauthorized access, Pick asks that all IBOs adhere to the following procedures:

- Only new IBOs shall complete and sign an IBO Agreement using the IBO sign-up process in the Pick Money app.
- An IBO's upline or sponsor should not complete any agreement on behalf of the IBO, or obtain account information, including position numbers and passwords.
- IBO account information and passwords should not be accessed by, or provided to anyone but the IBO whose name appears on the IBO Agreement.

## **B. Indemnification**

The IBO agrees to defend, indemnify and hold Pick harmless from any claims and actions against Pick relating to the IBO's violation of any state or federal privacy acts relating to the collection, use or disclosure of Personal Information. The IBO also agrees to defend, indemnify and hold Pick harmless from any claims and actions against Pick relating to any marketing or promotions developed for Pick by the IBO, when the IBO was indemnified by a third party which did not also indemnify Pick.

## **C. Termination**

In the event of a material breach by either party of any applicable privacy laws or provisions in this Agreement relating to such laws, the non-breaching party may terminate the Agreement, by written notice to the breaching party, 30 days after first delivering notice of such breach and the failure to cure such breach within the 30 days.

## **Amendments**

In order to sustain a viable marketing company, Pick specifically reserves the right to make any amendments or adjustments it deems necessary with respect to products and services offered, its Policies and Procedures, the marketing and Pick Compensation Plan and/or pricing. Upon notification through Pick's website or mobile apps, any such changes are incorporated as part of this agreement between Pick and its IBOs.

## **Summary**

*We are offering a program that will prove to be financially beneficial for those with the motivation to achieve. It offers the freedom to design personal goals, an opportunity to develop long-term stability, and a relationship of respect with our company. The relationship between Pick and its IBOs is that of a team, based on mutual trust, respect and integrity. By assisting our IBOs in achieving their goals and dreams, Pick strives to demonstrate the true meaning of a team. This is our commitment to you.*

# Appendix 1 - Marketing & Advertising Policy

## I. General Marketing and Advertising Policy

Pick has developed a success system based on solid experience and knowledge. As such, we have created marketing materials, business tools and activities to fully support this model. No other marketing materials or activities are necessary to become successful as a Pick IBO. Therefore, Pick strongly discourages our IBOs from creating and/or distributing any marketing materials. Marketing materials for the purpose of this policy is not limited to printed material, but also includes website and online content, appearances and media representation.

IBOs must obtain prior written approval from Pick for any materials created for their Pick business. IBOs must complete and submit the Request Form available in the Pick Money app for Pick Supplemental Advertising. Any written approval given by Pick will only be for the material submitted and reviewed. Any additional material will need to be re-submitted for approval. All changes to personal marketing material requested by Pick must be made. If not, the IBO will be found to be non-compliant with Pick's Policies and Procedures, and further action will be taken up to and including deactivation.

All approval for IBO marketing and advertising remains at the sole discretion of Pick.

## II. Use of Pick's Identity

In addition to our IBOs and employees, Pick's identity is one of its most valuable assets and, therefore, must be protected at all times in order to maintain its integrity for all. As such, Pick IBOs are strictly prohibited from representing themselves as having any other affiliation with Pick other than as a "Pick IBO" at any time or in any manner.

Also, IBOs are strictly prohibited from using Pick logos, names, trademarks, or other proprietary information belonging to Pick or its wholly owned subsidiaries, unless approved in writing by Pick. This includes, but is not limited to, mobile apps, website URLs, online content, marketing materials, photography, signage, etc. Only Pick and its wholly owned subsidiaries are authorized to use such logos, names, trademarks and other proprietary information. The production of any material containing logos, names, trademarks and other proprietary information of Pick is strictly prohibited without prior written authorization.

## III. Mass Marketing in Driver Acquisition and Recruiting

Pick is a rideshare app service provider that uses network or relationship-based, person-to-person marketing. IBOs may not engage in marketing practices inconsistent with Pick's model. Examples of marketing practices that are inconsistent with Pick's model include marketing through permanent retail establishments, trade shows, and purchased leads. The use of mass marketing techniques, such as telemarketing, telefaxing, email blasting, door-to-door marketing, "speed dial" (random or auto dialing), and similar techniques, may be subject to regulation and are strictly prohibited for any purpose. IBOs are responsible for adhering to any applicable laws and regulations that govern the marketing practices they choose to use, and IBOs are responsible for ensuring the accuracy of all information presented.

## IV. Unauthorized Contact

Under no circumstances, is an IBO permitted to directly contact any partner/carrier/supplier/service provider(s) with whom Pick contracts, unless it is in specific relation to a personal account they may currently have with said provider.

## V. Unauthorized Conduct and Behavior

IBOs are not permitted to contact Pick partner/carrier/supplier/service provider(s) directly for information, questions or advertising material. Everything an IBO needs can be found in the Pick Money app.

In addition, IBOs are prohibited from completing an application, on behalf of their drivers or IBOs. All driver or IBO applications must be completed by the driver or IBO. The IBO may be present to guide the driver or IBO through the application process, but must not complete any information for the driver or IBO.

## VI. Development and Use of Independent Marketing Materials

Marketing materials are defined as any printed, broadcast or online communications including, but not limited to, mobile apps, advertisements, brochures, videotapes, audiotapes, flyers, banners, flags, websites, telephone recordings, emails, presentation materials, apparel, building signage, etc.

Pick strictly prohibits IBO-created marketing materials that 1) do not adhere to Pick's policy on use of logos, names, trademarks, and proprietary information, 2) make any specific references to Pick's products, plans, rates or any component of the Pick Compensation Plan, 3) make any claims or guarantees related to commissions or bonuses, either expressed or implied, 4) make any earnings claims or provide any hypothetical earnings calculations, either expressed or implied, or 5) represent Pick as an employment opportunity, either expressed or implied unless approved in writing by Pick.

Pick will allow the distribution of IBO-created marketing materials, that promote a presentation meeting, event or piquing interest conversation for purposes of recruiting only, provided that said materials: 1) are not sold, 2) only promote a presentation meeting, event or piquing interest conversation, 3) adhere to Pick's policy on use of logos, names, trademarks and proprietary information, 4) do not make any specific references to Pick's products, plans, rates or any component of the Pick Compensation Plan, 5) do not make any claims or guarantees related to commissions or bonuses, either expressed or implied, 6) do not make any earnings claims or provide any hypothetical earnings calculations, either expressed or implied and 7) do not represent Pick as an employment opportunity, either expressed or implied.

## A. Personal Websites, Blogs, Web Pages and Social Networking Sites

Pick understands the increased use of online material, and that many IBOs may wish to utilize these methods in running their Pick business.

There are extremely strict rules and regulations that these online

websites and web pages must adhere to. Please refer to section IX of this Marketing & Advertising Policy for complete details.

## **B. Business Cards**

Pick IBOs are able to order business cards through the Tools section of the Pick Money app. Only business cards ordered through Pick are authorized to include the logo, and other proprietary information belonging to Pick as they are produced by an approved third party vendor.

If an IBO wishes to create their own business cards they are not permitted to use any logos, names, trademarks and other proprietary information pertaining to Pick. They may however, refer to themselves as a "Pick IBO".

## **C. Earnings/Income Claims and Savings, or Rate Guarantees**

Pick, including its wholly owned subsidiaries, strictly prohibits Pick IBOs from making any claims or guarantees related to earnings/income, whether expressed or implied. This limitation extends to both written and verbal communications. Only company prepared and approved hypothetical earnings calculations are permitted to be used, and they may only be used for purposes of describing the Pick Compensation Plan.

Pick IBOs may not make any references to specific or numerical commission or bonus guarantees, whether expressed or implied, with respect to Pick's services. This limitation extends to both written and verbal communications.

## **D. Cash or Monetary Incentives**

Pick, including its wholly owned subsidiaries, strictly prohibits Pick IBOs from offering cash or monetary incentives, promotions, prizes or bonuses to members of their downline or upline organizational members, or drivers as a method of influencing acquisition.

To eliminate cross-line recruiting practices, Pick strictly prohibits the use of cash or monetary incentives/promotions/prizes/bonuses for purposes of recruiting new IBOs.

Pick encourages its IBOs to promote driver and IBO acquisition and recruiting by adhering to Pick's specific sales model.

## **E. Fundraising**

Pick strongly discourages marketing the Pick opportunity to non-profit organizations as a method of fundraising as these programs seldom work well within Pick's proven sales model. However, if introducing the Pick opportunity to a non-profit organization, IBOs are responsible for advising the organization to discuss the tax implications of this type of business with a professional tax advisor. The non-profit organization must be made aware that laws vary and that some state attorneys general have guidelines that must be complied with. In addition, all state and federal non-profit fund raising laws must be complied with.

## **F. Recorded Messages**

Pick IBOs may not have a voicemail message or answer his or her telephone in a manner that would lead the caller to believe that they have reached any official or corporate office of Pick. When using the Pick name, IBOs must say "Pick IBO"

## **G. Promotion of other Businesses or Programs**

Pick strictly prohibits the co-marketing of any other business, product, service, seminar or program in conjunction with the Pick opportunity. This limitation applies to all promotional activities including, but not limited to, marketing materials, events, presentations, verbal solicitations, etc. In addition, Pick strongly discourages the practice of using non-Pick speakers at any Pick related event.

## **VII. Media Enquiries and Personal Appearances**

On occasion, Pick IBOs may be contacted by members of the media as a source or subject for a story. If this occurs IBOs must immediately refer such inquiries directly to Pick's Marketing Department. IBOs are strictly prohibited from representing Pick in any public media arena, and from using uncompensated media forms including, but not limited to, news releases, articles, editorials, unpaid advertising, infomercials/advertorials, and television, cable or radio program appearances to promote or publicize Pick or its products, except as approved in writing by Pick.

Such requests must be submitted in writing to Pick's Marketing Department at least 30 days in advance of the media activity. This policy is necessary to ensure an accurate, legal and consistent public image for Pick and its IBOs.

IBOs can go online to <https://pickride.network> for the latest media information released by Pick, or for more information.

All media representations and/or appearances remain at the sole discretion of Pick at all times.

## **VIII. Events**

Pick supports the practice of Regional Training Events, "Super Saturdays", Business Opportunity Meetings and Private Business Receptions, as they are valuable educational tools when held properly with both professionalism and integrity. The true intent of such events is to provide further education on the Pick Opportunity and how to be successful within this business.

Under no circumstances are Regional events or any other type of meeting/training session intended to provide any additional income stream to those who are sponsoring the events, and must be offered as non-profit activities at all times. Under no circumstances are guests to be charged any form of admission to an event being hosted by an IBO.

All Regionals and "Super Saturdays" should be submitted to Pick for approval in conjunction with the current terms of hosting Regionals or "Super Saturdays". Regionals or Super Saturdays that do not receive prior approval will be considered operating outside of Pick's training philosophy and will not be promoted or endorsed by the company in any manner.

Attendance at Pick events is not a requirement for being an IBO, nor a prerequisite for success in this business.

## **IX. Internet Marketing and Advertising**

Pick maintains a variety of official company websites and also provides all IBOs their own personal IBO Website to help promote their business. The personal IBO Website is included with the required back office monthly fee. Pick strongly believes that it

provides its IBOs with all the online tools in order for them to run a successful business, and therefore discourages the creation of any online marketing or advertising outside of what Pick already provides.

### **A. Personal Pick IBO Websites**

Pick provides its IBOs with a personal IBO website that is created, managed and updated by Pick and is the most effective, easiest way to establish an online business presence. These websites contain Pick videos, presentations and other authorized content. IBOs can choose from several designs that can be personalized with your contact information, biography and up to two photographs.

With this program, IBOs can recruit Pick drivers, as well promote and sponsor new IBOs to the Pick Opportunity. Each IBO website is linked directly to the representatives Team ID. IBOs are encouraged to use this website in conjunction with their Pick business activities. An IBO can customize their Team ID in the Pick Money app.

### **B. Other Personal Websites, Blogs, web pages and Social Networking Sites**

If an IBO chooses to create any personal websites, web pages, blogs and/or social networking sites (Instagram, Pinterest, Snapchat, Youtube, Facebook, Twitter etc.) the following conditions are mandatory.

- Content must not include any of Pick's proprietary information, such as logos, name, trademarks, etc.
- Under no circumstances is Pick video material or online presentations to be made available on any websites other than those created or authorized by Pick. IBOs however may link to Pick's company websites or their Pick Distributor Website to view these videos and presentations.
- The words "Pick IBO" must be on the home page, along with the IBO's name.
- No online material should give the impression of representing Pick the company, rather than a Pick IBO. This includes using Pick or Pick Ride Network Inc. as the title for any page within the Website, especially the Home Page.
- IBO online material must not contain any product or service information, and may only include information and wording regarding the business opportunity.
- Except for the link to Pick's company websites or to your personal Pick IBO Website, Independent Consultant Websites may not have external links.
- Selling Pick products or services online outside of <https://pickride.network> is strictly prohibited.
- Copy downloaded from Pick company websites or taken from printed Pick literature must be used exactly as printed or written. Changing a word or two may change the real meaning or definition.
- Once your site is completed, send a test link or screenshots along with your Request Form for review and approval in the Pick Money app.

- There are no guarantees regarding income, and the success or failure of each IBO depends upon each IBO's own skills and personal effort. Websites should not present false or misleading information about Pick or the Pick Opportunity.
- Independent Consultants may not violate or infringe on the rights of others, including privacy, publicity and proprietary rights.
- It is the sole responsibility of each Pick IBO to ensure that its online material fully complies with the guidelines in the Policies and Procedures, as well as with all applicable federal and state rules and regulations. IBOs are also responsible for ensuring that their downline comply with these policies.
- All content (including graphics) must be submitted to Pick and receive written approval prior to launching the content on the Internet.

### **C. Website Domain Names and URLs**

Website URLs obtained by a Pick IBO cannot contain references to Pick, its affiliates or trademarked products, other than an IBO's personal Pick IBO Website. If a website contains such references, the Pick IBO will be required to release the URL to Pick.

The Pick name is a registered trademark, and only Pick is authorized to produce and market online material under this trademark.

### **D. Spamming**

Pick does not permit IBOs to send unsolicited emails. Any email sent by an IBO that promotes Pick, the Pick Opportunity, or Pick products and services must comply with the following:

- There must be a functioning return email address to the sender that includes a request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored.
- All emails sent that promote Pick, its Opportunity products or services, must adhere to all the other marketing and advertising guidelines in this policy.

### **E. Monitoring and Enforcement**

Pick reserves the right to take such actions as may be necessary to monitor and enforce compliance with this Policy. In the event that Pick discovers non-compliance with this Policy by an IBO, such non-compliant IBO will face suspension or termination of IBO status, together with any other recourse available to Pick under the IBO Agreement.

### **F. Questions**

For any questions concerning this policy, please contact Pick IBO Services.