



The following Policies and Procedures (these "Policies") govern FLASH Brand Leader independent distributors operating in Perú referred to as "FLASH Brand Leaders" or "FBLs". These Policies are incorporated into and form a part of the FLASH Brand Leader Independent Distributor Agreement (including the FBL application for enrollment, "FBL Agreement"). In the case of any conflict between these Policies and the terms and conditions foreseen in the FBL Agreement, the terms and conditions of the FBL Agreement shall prevail. Please reference the FBL Agreement for the meaning of any capitalized terms used in these Policies but not defined herein.

FLASH Statement of Operating Philosophy

The founders of FLASH believe in leadership by example rather than management by directive. FLASH'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.

Commitment to Excellence

The FLASH corporate management team is committed to supporting its customers and each FLASH. FBLs acknowledges and accepts that FLASH reserves the right to change these Policies and Procedures at any time without prior notice by posting the revisions on the FLASH website **https://myacn.acninc.com**. FBL accepts such right and agree that any such changes are incorporated as part of this Agreement, and FBL agrees to regularly check the FLASH website for such revisions Brand Leader, to giving them quality service and to calculating and mailing reports and commission payments in a timely manner. FLASH has set these goals to give each FLASH Brand Leader the best opportunity to develop a successful business. FLASH 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.FLASH Brand Leader Rights and Obligations

A. Ethics. FLASH conducts business in an ethical and credible manner and requires its FLASH Brand Leaders to deal ethically with their customers, with each other and with the company. FLASH permits no unethical or illegal activity and will intercede when such behavior may exist, and FLASH reserves the right to use its best judgment in deciding whether certain FLASH Brand Leader activities are unethical. Furthermore, FLASH may use its own discretion in determining the appropriate course of action. If FLASH determines that unethical activities may exist, then it reserves the right to suspend an FBL's status as a FLASH Brand Leader, including but not limited to all commissions and payments of any kind, or to terminate the FBL Agreement immediately with such FBL, in accordance with article 1430 of the Peruvian Civil Code. If the unethical activities can't be proved during the course of and investigation, FLASH will be release said commissions and payments owed to the FBL. Under no circumstances will an FBL who is terminated for unethical or illegal activity be entitled to (i) any refund of their original enrollment fee, (ii) sell or transfer their contractual position or (iii) any FLASH Payments of any kind from the date the unethical violation first occurred, and FBL will be obligated to repay FLASH within five (5) business days following the date the termination notice was sent, for any FLASH Payments received after the first date of unethical activity.

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

- 1. Forging a signature on any document or falsifying information. This includes utilizing another FBL's or customer's login credentials to access a FLASH online system, providing false information on applications or orders, and altering any document after it has been signed.
- 2. Making false or misleading representations of any kind including, but not limited to, misrepresentations about FLASH or FLASH Related Companies, FLASH Services, the FLASH opportunity (including the Compensation Plan), FLASH or Related Company employees, FLASH Providers, or other Brand Leaders.

- 3. Taking of funds intended for FLASH, including depositing funds intended for FLASH into personal accounts instead of immediately forwarding them to FLASH, or otherwise redirecting or co-mingling funds intended for FLASH, or operating a bank account in the name of FLASH or any other similar name.
- 4. Cross-line recruiting: A FLASH Brand Leader may not solicit an individual that has been previously sponsored by another FBL or that is considering joining FLASH and being sponsored by another FBL. For example, potential FBLs sent to a business opportunity presentation by another active FBL cannot be recruited.
- 5. Spreading false or misleading remarks or rumors with malicious intent that may disparage FLASH, FLASH Related Companies, FLASH Services, the FLASH opportunity, FLASH or Related Company employees, FLASH Providers, or other Brand Leaders, through any means, including online through social networking websites.
- 6. Unauthorized use of FLASH's name, trademarks or copyrighted material (e.g. reproducing FLASH's forms, business cards, etc.).
- 7. Violation of any national or local law or regulation, including laws or regulations prohibiting street selling.
- 8. Stacking: Customer stacking is when an FBL acquires customers and places them under a downline FBL other than the FBL that originally acquired the customers.
- 9. Claiming to be somebody else when calling FLASH or a FLASH Provider, such as an FBL representing themselves as a customer.
- 10. Completing an application, order, or agreement on behalf of someone else, including an FBL's upline or sponsor completing any agreement on behalf of the FLASH Brand Leader.
- 11. Harassment, intimidation, threats, and abusive behavior will not be tolerated, including, but not limited to, physical, verbal, and online abuse, and any inappropriate or unwelcome written, verbal, electronic, or physical sexual advances or behavior directed towards another Brand Leader, an employee or representative of FLASH, the FLASH Related Companies, or the FLASH Providers, or any customer.
- 12. Making any payment or gift with the purpose of influencing the acts or decisions of officials. FLASH Brand Leaders must comply with all applicable anti-bribery and anti-corruption laws, including the United States Foreign Corrupt Practices Act ([*]), that the FBL declares to have read and understand.

FLASH reserves the right to limit or disallow any activities that cast negative aspersions on the integrity, truthfulness, and/or reputation of FLASH. Any unethical conduct consistent with the above examples or constituting fraud is cause for immediate termination of the FBL Agreement, as established in article 1430° of the Peruvian Civil Code

B. Acquiring Customers. Each FLASH Brand Leader has the right to sign up as many personal customers as it wishes. FBLs are prohibited from acquiring customers through telemarketing, direct mail, sweepstakes, contests and drawings, door to door sales, or use of any third- party solicitation. FLASH only authorizes the sales by means of direct solicitation of customers known to the FBL. FLASH Services may only be sold in person or online using an approved FBL Personal Storefront or by directing customers to the corporate FLASH shopping site at **www.flashperu.pe** and no internet sales via third party websites or other means of general online marketing is permitted unless expressly approved by FLASH. Additional requirements for the proper sales and marketing of FLASH Services may be found in the attached Marketing and Advertising Policy, and on the FLASH corporate website at **www.flashperu.pe** which all FLASH Brand Leaders must review on a regular basis to ensure that all sales and marketing activities are conducted in compliance with such policies. FLASH Brand Leaders are prohibited from entering the name or FBL Number of another FBL on any order, which is considered customer stacking. FLASH Brand Leaders are responsible for the

validity of the orders of all customers that appear on their Personal Customer List. Therefore, FLASH Brand Leaders are encouraged to routinely review their customer lists to ensure that only customers that they have personally enrolled appear on the customer list. If a FLASH Brand Leader finds that a customer appears on their customer list that they have not personally enrolled, they must notify FLASH Brand Leader Services immediately.

C. FLASH Services Purchase. An FBL is not required to purchase any FLASH Service marketed by FLASH. The Compensation Plan is designed to provide advancement and any commissions, bonuses, or other compensation to eligible FBLs ("FLASH Payments") based upon the sales placed to customers of FLASH Services. However, if an FBL chooses to purchase any FLASH Services or a FLASH Provider, the FBL will be responsible for making all payments for such products or services when due. FLASH and the FLASH Providers may assess a fee for any credit card payments that result in a charge back. If an FBL becomes past due on any bill for the FLASH Services or a FLASH Provider, or owes FLASH any amounts, FLASH may compensate all amounts owed from any FLASH Payments, refunds, or other amounts due to FBL from FLASH, as provided in article 1288 of the Peruvian Civil Code. FLASH reserves the right to terminate the FBL Agreement of an FBL that is repeatedly past due in the payment of any FLASH Services, or has multiple charge backs.

D. FLASH Services Sales. FLASH Services must be purchased from FLASH or a FLASH Provider directly. Orders for the purchase of FLASH Services from FLASH or a FLASH Provider made through an FBL Personal Storefront will by default be attributed to the FBL Number associated with such website. Orders placed through the corporate FLASH shopping website will be attributed to the FBL Number provided by the customer at the time of order placement. It is the responsibility of the FBL to confirm that orders placed by their customers with FLASH or a FLASH Provider have been processed, paid for, and correctly attributed to the FLASH Brand Leader's FBL Number. Any order for which full payment has not been received when due may be canceled by FLASH or the FLASH Provider. Sales will not be considered complete for purposes of the Compensation Plan until payment in full is received by FLASH or the FLASH Provider, and FLASH reserves the right to deduct as negative sales any sales that later result in charge backs, returns, refunds, penalties, or fees ("Negative Sales").

FLASH Brand Leaders must comply with all applicable laws and FLASH policies related to the sale of FLASH Services by the FBL, including, but not limited to, the Measures to prevent COVID-19.

E. SIM Exchanges and Returns. Except as provided in this Section, FLASH offers no other exchange or return rights.

FBLs may initiate return of non-conforming orders of, or unopened and undamaged SIM cards, or if opened defective due to a manufacturing defect, by starting a chat with FLASH's customer service chat at **www.flashperu.pe** within 5 days of order receipt (based on FLASH's shipment tracking). FLASH will either replace the defective product at no additional charge or will reimburse the FBL by crediting their account, provided that the FBL first promptly returns the non-conforming order, or unopened and undamaged or defective SIM cards to FLASH.

Customers' rights to exchange and return SIM cards are governed by the FLASH Exchanges and Returns Policy found at **www.flashmobile.pe** as the same may be amended or otherwise modified from time to time.

For SIM card resales, FLASH Brand Leaders must inform their personal customers of and honor as their own the Exchanges and Returns Policy that FLASH has in place.

F. Orders for Services. Orders for the purchase of FLASH Services from FLASH Providers must comply in all respects with the requirements determined from time to time by FLASH and the applicable FLASH Provider. FBLs are encouraged to find new customers for the purchase of FLASH Services from FLASH or FLASH Providers.

FLASH strictly prohibits any practice that changes or establishes a customer's service without the customer's knowledge or consent. FLASH Brand Leaders can avoid any unintentional violations of these Policies by utilizing the following procedures:

· Verify information against each new customer's existing services bill for each Services Application

that would change a customer's existing service to a new service provider to confirm that the customer's information on the Services Application is accurate, complete, and matches the information on the customer's existing service.

- NEVER encourage, entry of, or solicit a Services Application if you have reason to believe or reasonable suspicion that the person signing the Services Application is not the owner of the account or the person with authority to enter into agreements on behalf of the company that owns the account. It is essential that the person signing the Services Application has authority to change service providers for an existing account and to enter into a contract with a new service provider.
- NEVER sign someone else's name on any document. FLASH Brand Leaders are strictly prohibited from signing or modifying a Services Application for a customer even if the customer has provided their verbal consent.
- **G. Offerings/Terms of Service.** FLASH and the FLASH Providers have the sole right to accept or reject orders for FLASH 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. FLASH and the FLASH Provider(s) may also discontinue offering or selling any FLASH Services, without liability or obligation to FLASH Brand Leaders. FLASH Brand Leaders may only offer and sell FLASH Services in accordance with rates, terms and conditions established by FLASH, any regulatory agency or the applicable FLASH Provider(s). All sales representations and activities must be in full compliance with all applicable policies, laws and regulations. FLASH Brand Leaders may only use those means of marketing and selling of FLASH Services that are solely acceptable to FLASH and the applicable FLASH Provider.
- **H. Unauthorized Contact.** Under no circumstances, is a FLASH Brand Leader permitted to directly contact any FLASH Provider unless it is in specific relation to a personal account, they may currently have with said provider. In the event that a customer of a FLASH Brand Leader is experiencing difficulties with a specific FLASH Provider, FLASH Brand Leader shall inform its customer to contact FLASH directly or the appropriate provider of service to resolve the matter.
- I. Territorial Rights/Conducting Business Across Borders. Generally FLASH Brand Leaders can market services and products available for promotion by Brand Leaders, and sponsor new FLASH Brand Leaders in any country, where FLASH and the FLASH Related Companies conduct business and offer the Brand Leader opportunity, without exclusivity. However, FLASH and its Related Companies reserve the right to impose geographical limitations on where certain products or services may be promoted within any country. FLASH Brand Leaders may only promote the products and services that are approved by FLASH or its Related Companies for promotion in such countries.

FLASH Brand Leaders conducting business in foreign countries must adhere to the FLASH Related Company policies and procedures governing activities in that country. Furthermore, compensation will be based on the FLASH Related Company compensation plan of that specific country.

FLASH Brand Leaders are responsible for knowing and adhering to all laws and accepted business practices in the countries in which they choose to market. This includes but is not limited to customs and immigration laws, licensing requirements, direct sales rules, consumer protection laws, and accepted marketing practices.

- J. Participation in FLASH Events and Use of FLASH Facilities. FLASH Brand Leaders assume all risk and responsibility for traveling to and from any FLASH events, activities, or informative gatherings ("FLASH Events"), and for the use of any FLASH property. FLASH Brand Leaders must comply with any rules established by FLASH for the use of FLASH property, and agree not to interfere in any manner with the use of such property by FLASH or by any other FLASH authorized independent distributors. FLASH property may only be used for FLASH related business, and for no other purpose. FLASH reserves the right in the exercise of its sole discretion to limit or prohibit the use of the FLASH property at any time.
- K. Reports. All FLASH reports identifying customers and/or Brand Leaders, and any other information obtained

through an FBL's Back Office ("Reports"), are the proprietary and confidential information of FLASH and its Related Companies, whether or not an FBL pays a fee to access such reports. An FBL may not use such Reports for any purpose other than developing FLASH business. During the term of the FBL Agreement and for a period of five (5) years thereafter, FBLs are prohibited from disclosing any FLASH confidential information, including information contained in the Reports, to any third party, or using such information to compete with FLASH, or recruit or solicit any FLASH Brand Leader or customer listed on the Reports to participate in other multi-level marketing opportunities. FBLs may not distribute the Reports or the information contained in the Reports directly or indirectly to any individual or company. But for this agreement of confidentiality and nondisclosure, FLASH would not provide the confidential information, including the Reports.

L. Identification Number. All FLASH Brand Leaders will be assigned a unique number that identifies them as a FLASH Brand Leader. This number is referred to as their FBL Number. It is the FLASH Brand Leader's responsibility to ensure this number is provided on all orders for FLASH Services which the FLASH Brand Leader desires to have attributed to FLASH Brand Leader, and on FBL Agreement of any applicant to become a new FLASH Brand Leader that the FLASH Brand Leader is sponsoring.

II. Status as an Independent Contractor

A. Relationship. FLASH Brand Leaders are independent contractors and the rights and obligations hereunder shall be governed by and construed in accordance with the Peruvian Civil Code. Holding the position of Flash FLASH Brand Leader means that the FLASH Brand Leader is authorized to be a FLASH independent distributor, and shall not be construed as creating a relationship of employee-employer, agency, partnership, franchise, joint venture or labor relationship, between FLASH and any FLASH Brand Leader, any FLASH Related Company, FLASH Provider or the FLASH Brand Leader. It is impermissible to assert or imply that a FLASH Brand Leader or prospective FLASH Brand Leader is or will be or has been employed by FLASH. There is no subordination, exclusivity or economic dependency between FLASH Brand Leaders and FLASH. The multi-level marketing services to be provided by the FBLs shall be carried out independently and under no direction or control as to the method or means of performance besides the terms and conditions established herein. FBLs must have and must maintain their own space for the conduct of their business. Further, FBLs must maintain their own sufficient elements to perform their activities and comply with their obligations. All the information provided by FLASH to FBL during a FLASH Events or by any other means will not be construed as providing direction, control or supervision of the FBL or providing the methods or means of performing the services. A FBL shall indemnify and promptly reimburse FLASH for any losses, costs, expenses, or other liabilities incurred by FLASH arising from or relating to any claim of employment in violation of these Policies.

B. Contractual Obligations. All FLASH Brand Leaders are responsible for any expenses resulting 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. FLASH Brand Leaders shall not involve FLASH in any contractual relationships relative to their businesses. FLASH Brand Leaders 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 FLASH. Such action is prohibited and cause for immediate termination of FBL Agreement, as established in article 1430° of the Peruvian Civil Code. Each FLASH Brand Leader shall hold FLASH, its shareholders, partners, members, directors, officers and employees harmless from any claims, damages or liabilities arising out of such actions.

C. Reporting Taxes. FLASH Brand Leaders are not considered employees for any purposes, including the Income Tax Law, or any other laws governing employment relationships. It is the FLASH Brand Leader's responsibility to file all applicable tax returns and make all applicable tax payments, including income tax payments, as required by law.

III. Spouses as FLASH Brand Leaders

A husband and wife may operate under the same FLASH Brand Leader position or hold separate FLASH Brand Leader positions; provided, however, that if the husband and wife choose to hold separate FLASH Brand Leader positions, then one spouse must be directly sponsored by the other. Spouses that choose to operate the same position must identify one individual that will be primary and will entitled to receive any FLASH Payments, and both spouses must complete and execute the FBL Agreement for the shared position. If an individual that previously operated a position with a spouse applies for a new FLASH Brand Leader position in their own name, that individual agrees that by applying for such position they are representing that they have not had any interest and or benefit in any other FLASH Brand Leader position within the 12 months prior to the new position Start Date. FLASH reserves the right to ensure that husband and wife distributorships independently operated are correctly sponsored and make any necessary corrections.

In the case of divorce of spouses that are both operating the same FLASH Brand Leader position, the divorcing spouses are required to provide FLASH either with sufficient legal paperwork or a written statement signed by both parties which confirms the dissolution of the marriage and notify FLASH of the effect on the ownership of the position. In case of a dispute between the spouses or former spouses holding a single FLASH Brand Leader position, FLASH reserves the right to place the position(s) on revenue hold ("Revenue Hold") until agreement is reached by both parties or proof of a legal determination regarding FLASH Payments is provided, or to consider the individual listed as primary on the position to be the owner of the position.

IV. Sponsoring New FLASH Brand Leaders

- **A. Application and Agreement.** Applicants to become FLASH Brand Leaders must complete and sign their own FBL Agreement. The FBL Agreement cannot be completed by the sponsor or upline on behalf of the Applicant.
- **B. Representation.** FLASH Brand Leaders shall make no claim or inference to prospective FLASH Brand Leaders as to the anticipated or actual income a FLASH Brand Leader might earn. FLASH makes no guarantees of income, nor assurances of any profits or success. Furthermore, any profits or success resulting from activities as a FLASH Brand Leader will be based upon customer acquisition and the purchases of FLASH Services by those customers. Any success achieved will be based solely upon the FLASH Brand Leader's effort, commitment and skills.

In the event that a question arises concerning FLASH's compliance with the law, such question shall be submitted to FLASH in writing. FLASH Brand Leaders shall make no false claims or misleading statements regarding the relationship between a FLASH Brand Leader and understand that if they do, their relationship with FLASH may be terminated and all commissions and bonuses forfeited.

FLASH Brand Leaders agree to indemnify and hold FLASH, FLASH Related Companies, and each of their shareholders, partners, members, directors, officers, agents, and employees harmless from all claims, damages and expenses, including attorneys' fees, arising out of actions, omissions, or conduct in violation of the FBL Agreement or these Policies.

- **C. FLASH Brand Leader Disputes.** FLASH may or may not mediate any disputes between two or more FLASH Brand Leaders if requested to do so by all of the parties involved in the dispute. FLASH, however, reserves the right to review sponsoring practices at any time. If FLASH agrees to mediate any dispute, its determination shall be binding on all parties involved in the dispute, otherwise FLASH reserves the right to terminate the FBL Agreement executed with the party or parties that refuses to comply with FLASH decision.
- **D. Changing Sponsorship.** FFLASH believes in and maintains the maximum protection of the FLASH Brand Leader's relationship with its sponsor. Therefore, changing sponsors is strictly prohibited. It is the responsibility of the FLASH Brand Leader to ensure the sponsor information submitted on the FBL Agreementis accurate and complete.

A FLASH Brand Leader may join FLASH under a new sponsor only after a period of no less than one (1) full calendar year from the date of cancellation of their FBL Agreement or no less than one (1) full calendar year after a FLASH Brand Leader fails to renew or cancels their distributorship. All cancellations must be in writing and delivered to FLASH.

FLASH reserves the right to change sponsorship if it is found that unethical or misleading practices were used, or if in the exercise of FLASH's sole discretion such change is equitable and necessary to preserve the integrity of the business opportunity or comply with these FLASH Policies.

V. Changes and Transfers of FLASH Brand Leader Positions

Assignment of Contractual Position. To protect the integrity of the business opportunity, a FLASH Brand Leader position may not be sold, assigned, licensed, or transferred in any manner in whole or in part without FLASH's prior written consent, which FLASH may withhold or condition in the exercise of its sole discretion. Prior to any such transfer of a FLASH Brand Leader position, a written request for consent must be sent to FLASH by FLASH Brand Leader. FLASH will inform FLASH Brand Leader what additional documentation will be required in order for FLASH to evaluate the proposed assignment of contractual position. If FLASH consents to the assignment, such consent will be conditioned upon receipt by FLASH of a completed FBL Agreement and all accompanying required documentation from the assignee. For more information, FLASH Brand Leaders should contact FLASH Brand Leader Services.

Any assignment of a FLASH Brand Leader contractual position without FLASH's consent will be null and void. Therefore, the FLASH Brand Leader MUST NOT accept any funds from a potential assignor until the assignment of contractual position has been approved by FLASH and finalized. FLASH may charge a fee to process and evaluate the proposed assignment.

- **A. Transfer/Disposition Upon Death/Incapacity.** Upon the death or incapacity of a FLASH Brand Leader, the rights to any accrued FLASH Payments shall pass to the designated successor in accordance with applicable law. In the event such successor desires to continue to operate the FLASH Brand Leader position, said successor must notify FLASH in writing prior to actively assuming the position, provide all of the information requested in the FBL Agreement, and agree to comply with all the terms of the FBL Agreement, including these FLASH Policies. In the case of an assignment to an existing FLASH Brand Leader, the individual will need to contact FLASH to discuss its options to ensure compliance with these Policies. Options will be based upon the particular circumstances regarding the inherited position and the existing position, but may include a requirement that one of the positions be deactivated or transferred to a third party.
- **B. Change of FLASH Brand Leader Information.** FLASH Brand Leaders must report any changes to the information requested in the FBL Agreement, including, changes of address, telephone number, email address, RUC number, bank account, among others through the FBL Back Office, by contacting FLASH Brand Leader support, or by sending written notification to FLASH. FLASH Brand Leaders must also notify FLASH of changes to marital status for positions held by spouses. Any change of information will become effective three (3) days after the request for changes was reported to FLASH.

VI. Compensation

The compensation for the multi-level marketing services provided as FLASH Brand Leaders for Peru is established in the Compensation Plan. The compensation is ruled by the dispositions of the Peruvian Civil Code.

- **A. Reports.** Hierarchy Reports and other reports are available for a fee from the FLASH Back Office website. Personal Customer Lists are available free of charge in the Communication Center on My ACN. The FBL acknowledges and agrees such information is proprietary and confidential to FLASH and is transmitted to the FBL in strict confidence only for the purposes of the performance of the FBL Agreement. The information provided may not be distributed to any other individual or company.
- **B. Eligibility for Compensation.** In order to be eligible to receive FLASH Payments for which a FLASH Brand Leader otherwise qualifies under the Compensation Plan, a FLASH Brand Leader must (1) be a party to a valid FBL Agreement in effect on the date such compensation is scheduled to be paid, (2) have a FLASH Brand Leader status of "active", and not be in a Revenue Hold status on the date such compensation is scheduled to be paid, (3) have provided valid bank account information (including its bank account information at Banco de la Nacion for the corresponding drawdowns), (4)tax identification number (RUC) (5) be in compliance with all applicable FLASH

requirements regarding invoicing. including electronic invoicing The FBL declares, acknoledges and accepts that it already has or will obtained authorization from SUNAT to issue electronic invoices, in accordance with the procedure established by SUNAT. Payments to the FBL will not be generated if the electronic invoices are not presented to FLASH in the terms established in the FBL Agreement or in these Policies. and (5) be in compliance with the FBL Agreement, these Policies, and the Compensation Plan.

In order to be eligible to receive compensation intended for earned position levels, FLASH Brand Leaders must be at the earned position level on the date the applicable FLASH Payment is calculated.

C. Customer Acquisition Bonuses (CABs). Customer Acquisition Bonuses ("CAB") are weekly bonuses paid by FLASH to FBLs who have qualified per the Compensation Plan by meeting the minimum qualifications required per the Compensation Plan within the required time.

CABs are paid by the end of the week provided that, the FBL have submitted the required electronic invoice which FLASH will validate complies with Peruvian tax law.

All documentation necessary for CAB qualifications must be received and processed by FLASH by 2 pm Eastern Time on Wednesday for a CAB payment to be issued that week.

CABs are paid to eligible upline FBLs who meet the minimum qualifications of the level, as shown on the Compensation Plan, at the time the new FBL Agreement is received and processed by FLASH, and the new FBL meets the -QBLqualifications within the required time. See the Compensation Plan for further details..

A FBL's start date is determined by the date the enrollment was completed and submitted to FLASH, provided that the enrollment fee was received within five (5) calendar days.

D. Commissions. Commissions are paid monthly to all levels as specified in the Compensation Plan. Commissions are calculated based on the commissionable revenue on products and services used by FLASH Brand Leader customers and the customers in FBL's organization, according to the Compensation Plan for the country in which the services are provided. Commissionable revenue is billed revenue less taxes, non-revenue surcharges and an allowance for bad debt (Refer to section VI.E. "Compensation Adjustments") FLASH reserves the right to reduce commissionable revenue by a percentage factor for promotional plans, products, negotiated pricing or certain services.

Commissions are released on the first business day following the third Friday of each month. Commissions are paid the third month after the close of the month the customer is billed. Thus, if a FLASH customer is billed for services in April, commissions will be paid on that customer's usage in July. The commission qualifications listed on the Compensation Plan are minimum qualifications. FLASH recommends that FBLs exceed the minimum qualifications in order to ensure that they remain fully qualified in the event that one or more customer cancels service. All customers submitted for your commission qualifications must be received and processed by FLASH by 2 pm on the first Friday of the month in which the FBL is to be paid. A payment will not be issued until the total amount is greater than S/ [33]

E. Compensation Adjustments. FLASH reserves the right to retract the payment of any CAB or commission if it is found that a customer that used to qualify for a CAB or a certain commission level was not a valid billing customer. Cancellation for refunds or credit, or chargebacks, will be deducted as Negative Sales from FLASH Payment calculations and qualification determinations, and FLASH reserves the right to make compensation and qualification adjustments for all FBLs who benefit from sales that are later cancelled or reversed. FLASH may elect, at its sole discretion, to deduct such adjustments from future FLASH Payments or to require immediate repayment in full of any amounts owed.

FLASH reserves the right to adjust commission payments for bad debt. The bad debt deducted may be based on the overall bad debt average and/or specific deductions on an account by account basis or a combination thereof.

If a FBL is found to be targeting customers whose service was previously cancelled by another service provider for nonpayment, or targeting those customers who the FBL knows or reasonably should know have credit problems, that FBL's status may be suspended and/or terminated. In addition, the FBL may be held liable for any unpaid debts of the costumers targeted in accordance with the above.

While FLASH generally does not withhold or deduct taxes from FLASH Payments, FLASH will do so to the extent required by law and to the extent of any tax obligations imposed by other countries directly or indirectly in connection with your compensation..

F.Personal Customers and Qualifications. Each order for FLASH Services must contain the FBL Number of the FBL that acquired the customer. FLASH Brand Leaders are prohibited from entering the name or FBL Number of another FLASH Brand Leader on an order. FLASH Brand Leaders are responsible for the validity of the orders of all customers that appear on their Personal Customer List. Therefore, FLASH Brand Leaders are encouraged to routinely review their customer lists to ensure that only customers that they have personally enrolled are appearing on the customer list. If a FLASH Brand Leader finds that a customer appears on their customer list that they have not personally enrolled, they must contact FLASH at **www.flashperu.pe**

Establishing customer accounts for the purposes of qualifications or compensation when the customer does not intend to use the FLASH Services or when the customer is not aware that such an account has been established is unethical and is subject to remedies up to and including immediate termination of the FBL Agreement, in accordance with article 1430° of the Peruvian Civil Code. FLASH reserves the right to remove these customers from the FLASH Brand Leader's position if FLASH determines in the exercise of its sole discretion that unethical activities occurred.

A customer account cannot count toward qualifications for more than one position and cannot be moved from one FLASH Brand Leader to another. Existing FLASH customers who also become a FLASH Brand Leader can claim their own account from an existing FLASH Brand Leader's position forty-five (45) calendar days from the new FLASH Brand Leader's start date.

This document is to be used in conjunction with the latest Compensation Plan documentation available on

backoffice.flashperu.pe for FBLs in order to receive the latest adjustments pertaining to qualification.

G. Errors and Omissions. FLASH Brand Leaders must report any purported errors in FLASH Payment calculations, Reports, orders, charges, or other information to FLASH within thirty (30) days of the date of the purported error. FLASH will not be responsible for any errors not reported in this time frame.

VII. Compliance and Cooperation

A. Violations. These Policies were created as a guideline for FLASH and all FLASH Brand Leaders and serve to protect the rights of both parties and are intended to ensure proper functioning of daily business operations. FLASH reserves the right to amend these Policies from time to time as FLASH deems necessary. Any FLASH Brand Leader who violates any provision of the FBL Agreement, which includes all of these Policies, may have their FBL Agreement terminated by FLASH. Termination cancels any and all rights the FLASH Brand Leader may have in the position and terminates the FLASH Brand Leader's authorization to operate the position.

A FLASH Brand Leader is fully responsible for any activity that is performed by any third party using FLASH Brand Leader's FLASH ID, FBL number, or FLASH login credentials, and FLASH Brand Leader must promptly notify FLASH of any such use

B. Cooperation. A FLASH Brand Leader is required to cooperate with any investigation by FLASH into issues of compliance and alleged violations by FLASH Brand Leader and FLASH Brand Leader's organizational network, including by promptly responding to inquiries by FLASH and providing requested documentation. FLASH Brand Leaders should notify FLASH if they become aware of serious or repeated violations by other Brand Leaders.

C. Third Party Claims. FLASH Brand Leaders must notify FLASH in writing of any serious allegation, or actual or threatened claim or lawsuit brought or made against FLASH Brand Leader by a third party arising from or relating to FLASH, the FLASH Related Companies, the FLASH Services, the FLASH Intellectual Property, or FLASH Brand Leader's conduct within three (3) business days of receiving notice of such allegation, claim or suit. FLASH and the FLASH Related Companies may, at their own expense and with notice, take whatever action they deem necessary (including, but not limited to, controlling any litigation or settlement discussions related thereto) to protect themselves, their reputation, and their tangible and intangible property, and FLASH Brand Leaders agree to take no action related to such claim and suit without FLASH's prior consent.

VIII. Non-Disparagement and Non-Association

- **A. Non-Disparagement.** FLASH Brand Leaders must not make misleading, unfair, inaccurate, or disparaging claims, representations, or statements about (i) FLASH, the FLASH Related Companies, the FLASH Providers, or their respective employees, representatives, or competitors; (ii) the FLASH Services or products and services of Related Companies; (iii) other Brand Leaders; (iv) the FLASH or Related Company Brand Leader opportunity (including the compensation plan); or (v) FLASH or Related Company customers. Such action is prohibited and cause for immediate termination of the FBL Agreement, as established in article 1430° of the Peruvian Civil Code.
- **B. Non-Association.** When selling FLASH Services or recruiting other Brand Leaders, FLASH Brand Leaders may not promote, advocate, sell, or include literature, books, or other material that promotes any other products, services, opportunity, organization or individual, whether religious, political, business, or social, or that implies any association between the FLASH and any other organization. FLASH related or sponsored events, functions, calls, facilities, and websites may not be used as a forum to promote products and services other than the FLASH Services or the FLASH FBL opportunity, or to express personal beliefs, or to promote other opportunities, organizations, companies, events, or individuals.

IX. Privacy

A. Personal Information. FLASH is committed to protecting the privacy of its FLASH Brand Leaders' and customers' personal information, as outline in the FLASH Privacy Notice. "Personal Information" means any information about an identifiable individual, other than business contact information. FLASH protects personal information by maintaining strict physical, electronic, and procedural safeguards that meet or exceed applicable laws and regulations FLASH Brand Leader hereby acknowledges and accepts that FLASH may share FLASH Brand Leader's personal information to Related Companies inside and outside of the country (cross-border flow of personal information) in accordance with the current legislation, for purposes related to FLASH business.

Unauthorized access to or disclose of Personal Information, including account information, or personal identification number, is a violation of FLASH's Privacy Notice, and is strictly prohibited.

(a) Not in limitation of FLASH's rights under the FLASH Privacy Notice, FLASH Brand Leader acknowledges that FLASH may share its contact information, including primarily email address, phone number, and physical address, with other Brand Leaders in its upline. One of the key purposes of any such sharing is to improve the effectiveness of the contact management tool available through FLASH Brand Leader's Back Office.

In order to ensure the special integrity of FLASH Brand Leaders' personal information, and to protect FLASH Brand Leaders positions from unauthorized access, FLASH requires all FLASH Brand Leaders to adhere to the following procedures:

Each prospective FLASH Brand Leader must complete and sign their own FLASH Brand Leader Independent Distributor Agreement, and complete their own sign-up process on the FLASH website at **www.flashperu.pe**

- A FLASH Brand Leader's upline or sponsor should not complete any agreement on behalf of the FLASH
 Brand Leader, or obtain account information, including position numbers and passwords.
- FLASH Brand Leader account information and passwords should not be accessed by, or provided to anyone but the FLASH Brand Leader whose name appears on the FBL Agreement

(b) FBLs shall not collect from prospective customers or FBLs any protected Personal Information. The FLASH Brand Leader acknowledges that, in the course of the performance as an FBL, it may be provided with and have access to Personal Information and that such Personal Information is confidential. The FLASH Brand Leader agrees that such Personal Information will be used and disclosed only in relation to the provision of FLASH Services or products and services of Related Companies or the Brand Leader opportunity, that it will safeguard such Personal Information by appropriate organizational, physical and technological means and not, other than as required in relation to the foregoing purpose, disclose, transfer, sell, assign, publish or otherwise make available any Personal Information for its own use or the use of any other person or entity except where disclosure may be required to comply with a 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.

Upon reasonable request, the FLASH Brand Leader shall provide FLASH access to, and the right to inspect, any or all Personal Information used or disclosed by the FLASH Brand Leader during the course of the FBL Agreement.

The FLASH Brand Leader agrees to cooperate with FLASH in any regulatory investigation or in any internal investigation regarding any alleged privacy breach or complaint. The FLASH Brand Leader shall, at the prior written request of FLASH, promptly return any Personal Information and all copies there of in any form whatsoever under the power or control of the FLASH Brand Leader to FLASH, and delete the Personal Information from all retrieval systems and databases or destroy same as directed by FLASH and furnish to FLASH a certificate of such deletion or destruction signed by the FLASH Brand Leader or its legal representative(s).

- **B. Indemnification.** Not in limitation of FBL's other indemnification obligations under the FBL Agreement, the FLASH Brand Leader agrees to indemnify and hold FLASH, its Related Companies, and each of their respective shareholders, directors, officers, agents, and employees, harmless from any liability, expenses, or other costs, including but not limited to court costs and attorney's fees, arising from claims and actions against FLASH relating to the FLASH Brand Leader's violation of Law 29733, Personal Information Protection Law and its Regulations approved by Supreme Decree 003-2013-JUS or the FLASH Brand Leader's use or disclosure of Personal Information.
- **C. Termination.** In the event an FBL breaches any applicable privacy laws or these Policies relating to such laws, FLASH may terminate the FBL's FBL Agreement immediately, in accordance with article 1430° of the Peruvian Civil Code.

APPENDIX 1 - MARKETING AND ADVERTISING POLICY

I. General Marketing and Advertising Policy

FFLASH 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 FLASH Brand Leader. Therefore, FLASH strongly discourages our FLASH Brand Leaders from creating and/or distributing any marketing materials. Marketing materials for the purpose of these Policies are not limited to printed material, but also include website and online content, appearances and media representation.

FLASH Brand Leaders must obtain prior written approval from FLASH for any materials created for their FLASH business. FLASH Brand Leaders must complete the Request Form available on **backoffice.flashperu.pe** for FLASH Brand Leaders and send it attention to FLASH Supplemental Advertising via one of the methods available on the request form. Any written approval given by FLASH 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 FLASH must be made. If not, the FLASH Brand Leader will be found to be non-compliant with these Policies, and further action will be taken up to and including immediate termination of the FBL Agreement, in accordance with article 1430° of the Peruvian Civil Code.

FLASH Brand Leaders must not market the FLASH Services under the brand of the mobile network operator. All approval for FLASH Brand Leader marketing and advertising remains at the sole discretion of FLASH.

II. Use of FLASH's Identity

In addition to our FLASH Brand Leaders and employees, FLASH'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, FLASH Brand Leaders are strictly prohibited from representing themselves as having any other affiliation with FLASH other than as a "FLASH Brand Leader" at any time or in any manner.

Also, FLASH Brand Leaders are strictly prohibited from using FLASH and Related Company logos, names, trademarks, or other proprietary information belonging to FLASH or the FLASH Related Companies, unless approved in writing by FLASH. This includes, but is not limited to, website URLs, online content, marketing materials, photography, signage, etc. Only FLASH and the FLASH Related Companies 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 FLASH is strictly prohibited without prior written authorization.

III. Cold Marketing in Customer Acquisition and Recruiting

FLASH is a network marketing company that is focused on relationship, or "warm marketing" techniques. FLASH strictly prohibits FLASH Brand Leaders from engaging in any "cold marketing" for purposes of customer acquisition. Cold marketing means marketing or promotion through any uninvited promotional activity directed toward individuals or businesses with whom you have no existing personal, business or social relationship. FLASH allows, yet highly discourages cold marketing for purposes of recruiting other FLASH Brand Leaders, as these can be costly, ineffective, and highly distracting to a FLASH Brand Leader's network marketing efforts. If an FBL engages in cold marketing to recruit, then the FBL is responsible for adhering to any applicable laws, limitations or regulations that govern such techniques, including the accuracy of all information presented. In addition, any materials, scripts, advertisements, literature, videos, audios, etc., used in conjunction with a cold marketing effort must strictly adhere to FLASH's complete policy "Development and Use of Independent Marketing Materials" available on **backoffice.flashperu.pe**

FLASH prohibits the use of certain marketing techniques for any purpose. These prohibited marketing techniques include mass advertising (e.g., mass mail, email and fax blasts), purchased leads, trade show participation, door-to-door selling, telemarketing, direct mail, and use of auto-dialers or similar systems.

IV. Unauthorized Conduct

Under no circumstances, is a FLASH Brand Leader permitted to directly contact any FLASH Provider with whom FLASH contracts, unless it is in specific relation to a personal account they may have with said provider.

FLASH Brand Leaders are not permitted to contact any FLASH Provider directly for information, questions or advertising material. Everything a FLASH Brand Leader needs can be found on the FBL Back Office.

FLASH Brand Leaders cannot use any FLASH Provider's name or logo on personal websites, including references to a provider's phone number.

In addition, FLASH Brand Leaders are prohibited from completing any application for services on behalf of their customers. All customer orders for services must be completed by the customers. The FLASH Brand Leader may be present to guide the customer through the order process, but must not complete any order information for the customer.

V. Development and Use of Independent Marketing Materials

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

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

FLASH may allow the distribution of FLASH Brand Leader-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 FLASH's policy on use of logos, names, trademarks and proprietary information, 4) do not make any specific references to FLASH Services, plans, rates or any component of the Compensation Plan, 5) do not make any claims or guarantees related to savings, rates or pricing, 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 FLASH as an employment opportunity, either expressed or implied.

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

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

There are extremely strict rules and regulations that these online web-sites and web pages must adhere to. Please refer to section VIII of this document for complete details.

B. Business Cards

If a FLASH Brand Leader wishes to create their own business cards they are not permitted to use any logos, names, trademarks and other proprietary information pertaining to FLASH. They may however, refer to themselves as a "FLASH Brand Leader". For additional references and guidelines please consult the marketing tools located in the Back Office".

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

FLASH strictly prohibits FLASH Brand Leaders 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 Compensation Plan.

FLASH Brand Leaders must not make any representation, warranty, or guaranty regarding the FLASH Services on behalf of FLASH. FLASH Brand Leaders may not make any references to specific or numerical saving guarantees, whether expressed or implied, with respect to FLASH Services.

D. Use of Partner Information

FLASH's success relies heavily on its relationship with its partners/carriers and providers to provide our customers with great savings and value. As such, FLASH only has permission to use carrier and provider proprietary information such as logos, names and trademarks on FLASH created print and web material. FLASH Brand Leaders are not permitted to use carrier and provider names and/or logos on any marketing or advertising material that they create. However, FLASH Brand Leaders are able to use wording to the effect of "top Wireless carriers" or "leading providers nationwide."

E. Non-Use of Speaker and Celebrity Likeness

FLASH Brand Leaders are strictly prohibited from recording, filming, taping or otherwise capturing or broadcasting in any form whatsoever any speaker or celebrity presentations or appearances at any FLASH event without FLASH's prior written approval. FLASH Brand Leaders are prohibited from using, broadcasting, displaying, reproducing, distributing, and reprinting in any form and through any media, the image or likeness in a photograph, videotape, film digital medium, illustration or artwork, the name, the voice, or the biographical information of any FLASH speaker, spokesperson, or celebrity endorser in any manner that may be construed as an endorsement or advertisement unless specifically approved in writing by FLASH. Any recordings permitted at FLASH events or meetings, or of any speech or presentation made by FLASH's or FLASH Related Companies' employees or representatives, is only permitted for private use and may not be posted, distributed, copied, or broadcast in any format or media or shown to FLASH customers or other current or prospective FLASH authorized independent distributors.

F. Cash or Monetary Incentives

FLASH prohibits FLASH Brand Leaders from offering cash or monetary incentives, promotions, prizes or bonuses to members of their downline or upline organizational members, or customers as a method of influencing customer acquisition. To eliminate cross-line recruiting practices, FLASH strictly prohibits the use of cash or monetary incentives/promotions/prizes/bonuses for purposes of recruiting new FLASH Brand Leaders. FLASH encourages its FLASH Brand Leaders to promote customer acquisition and recruiting by adhering to FLASH's specific sales model.

G. Recorded Messages

FLASH Brand Leaders may not have a voicemail message or answer its telephone in a manner that would lead the caller to believe that they have reached any official or corporate office of FLASH. When using the FLASH name, FLASH Brand Leaders must say "FLASH Brand Leader".

H. Promotion of other Businesses or Programs

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

VI. Media Enquiries, Personal Appearances, Testimonials

On occasion, FLASH Brand Leaders may be contacted by members of the media as a source or subject for a story. If this occurs FLASH Brand Leaders must immediately refer such inquiries directly to FLASH's Marketing Department.

FLASH Brand Leaders are strictly prohibited from representing FLASH 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 FLASH or its products, except as approved in writing by FLASH.

Such requests must be submitted in writing to FLASH's Marketing Department at least thirty (30) days in advance of the media activity. This policy is necessary to ensure an accurate, legal and consistent public image for FLASH and its FLASH Brand Leaders. All media representations and/or appearances remain at the sole discretion of FLASH at all times.

FLASH Brand Leader consents to the use by FLASH and its Related Companies of FLASH Brand Leader's name, testimonial (or other statements about FLASH, the FLASH Services, or the opportunity in printed or recorded form, including translations, paraphrases, and electronic reproductions of the same), and image or likeness (as produced or recorded in photographic, digital, electronic, video, or film media) in connection with advertising, promoting, and publicizing FLASH, the Related Companies, the Brand Leader opportunity, the products and services of FLASH and its Related Companies, or any FLASH or Related Company sponsored or related events.

VII. Events

FLASH supports the practice of Regional Events, "Super Saturdays," business opportunity meetings and private business receptions, as they are valuable informative tools when held properly with both professionalism and integrity. The true intent of such events is to provide further information on how to be successful within this business.

Under no circumstances are Regional Events or any other type of meeting/informative gatherings 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 a FLASH Brand Leader.

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

Attendance at FLASH events is not a requirement for being a FLASH Brand Leader, nor a prerequisite for success in this business.

VIII. Internet Marketing and Advertising

FLASH maintains a variety of official company websites and also offers all FLASH Brand Leaders the option to sign up for their own personal Distributor Website to help promote their business. FLASH strongly believes that it provides its FLASH Brand Leaders 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 FLASH already provides.

A. FBL Personal Storefront

FLASH may offer its FLASH Brand Leaders a replicated website that is created, managed and updated by FLASH. These websites provide a personalized online storefront through which FBLs may promote FLASH Services, as well promote and sponsor new FLASH Brand Leaders to the FBL opportunity. Each FBL Personal Storefront web site is linked directly to the representative's FBL Number. FLASH Brand Leaders are encouraged to use this website in conjunction with their FLASH business activities.

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

If a FLASH Brand Leader chooses to create any personal websites, web pages, blogs and/or social networking sites (Myspace, YouTube, Facebook, Twitter, Snapchat, etc.) the following conditions are mandatory.

- · Content must not include any of FLASH's proprietary information such as logos, name, trademarks, etc.
- Under no circumstances is FLASH video material or online presentations to be made available on any websites other than those created or authorized by FLASH. FLASH Brand Leaders however may link to FLASH's company websites or their FLASH Distributor Website to view these videos and presentations.
- The words "FLASH Brand Leader" must be on the home page, along with the FLASH Brand Leader's name.
- · No online material should give the impression of representing FLASH the company, rather than a FLASH
- Brand Leader. This includes using FLASH or ACN as the title for any page within the Web site, especially the Home Page.

- FLASH Brand Leader online material must not contain any product information, and may only include information and wording regarding the business opportunity which has been pre-approved in writing by FLASH.
- Except for the link to FLASH's company websites or to FLASH Brand Leader's FBL Personal Storefront,
 FBL's other personal websites used primarily to promote the FBL opportunity, or FLASH Services may
 not promote or have external links to sites promoting other products or services that are not FLASH
 Services or other opportunities, events, individuals, or organizations unless pre-approved in writing by
 FLASH.
- Accepting orders and completing sales transactions for FLASH Services online using an e-commerce
 website other than www.flashperu.pe or the FBL Personal Storefront is strictly prohibited unless preapproved in writing by FLASH.
- Copy downloaded from FLASH company websites or taken from printed FLASH literature must be used exactly as printed or written. Changing a word or two may change the meaning or definition.
- Once FLASH Brand Leader's site is completed, it shall send a test link or screen shots along with its Request Form for review and approval.
- There are no guarantees regarding income, and the success or failure of each FLASH Brand Leader depends upon each FLASH Brand Leader's own skills and personal effort. Web sites should not present false or misleading information about FLASH or the FBL opportunity.
- FLASH Brand Leaders may not violate or infringe on the rights of others, including privacy, publicity
 and proprietary rights. It is the sole responsibility of each FLASH Brand Leader to ensure that its online
 material fully complies with the guidelines in these Policies, as well as with all applicable rules and
 regulations. FLASH Brand Leaders are also responsible for ensuring that their downline comply with
 these Policies.
- All content (including graphics) must be submitted to FLASH and receive written approval prior to launching the content on the Internet

C. Website Domain Names and URLs

Website URLs obtained by a FLASH Brand Leader cannot contain references to or the names or trade names of FLASH or FLASH Related Companies, or FLASH Services. If a website contains such references, the FLASH Brand Leader will be required to release the URL to FLASH at no charge.

D. Spamming

FLASH does not permit FLASH Brand Leaders to send unsolicited e-mails. Any e-mail sent by a FLASH Brand Leader that promotes FLASH or its Related Companies, the Brand Leader opportunity, or FLASH Services must have prior authorization from the owner of the email account.

ANNEX 2 - MEASURES TO PREVENT COVID-19

The following Measures to prevent COVID-19 ("Measures") govern independent FLASH Brand Leaders distributors operating in Peru, called "FLASH Brand Leaders" or "FBLs". These Measures are incorporated and are part of the Policies and Procedures and the FLASH Brand Leader Independent Distributor Agreement I ("Agreement"). Capitalized terms not defined in these Measures shall have the meaning given in the Agreement.

I. Commitment to prevent the spread of COVID-19

FLASH is concerned about the health of its team and, in consideration of the current circumstances, is committed to prevent the spread of COVID-19. FLASH has developed this annex in order to establish the procedures and essential measures to be complied with in a mandatory manner by the FBL in order to prevent in a timely, adequate and effective basis the possibility of infection by the virus COVID-19 during the activities of sale and distribution of FLASH services.

II. Obligations of FBL

A. General considerations

During the sale and distribution of FLASH services to the customer's domicile ("Delivery"), the FBL must comply with the following general considerations:

- All transfers shall be performed within the hours established by the authorities and in strict compliance with the measures dictated by the government and those established in this annex
- Before distributing SIM cards to customers' domiciles, the FBL must complete the "Virtual Symptomatology Questionnaire" in order to ensure that they are in good health
- The use of masks, gloves and glasses ("Personal Protective Equipment" or "PPE") is mandatory during the
 development of the sale and distribution of FLASH services and especially during the time of interaction with
 their customers
- Each FBL will be responsible for the disinfection of their tools, such as, telephone, headphones and similar. In case the FBL uses a vehicle for the delivery of the SIM cards, it will clean and disinfect the vehicle to be used, according to the guidelines established in the Resolution No. 0258-2020-MTC/01

B. Biometric Verification with auto-activation

The SIM card will be delivered to the customer's domicile, for which the FBL will require the exhibition of a valid identity document, and must keep an image capture. The identity validation will be done through the "Flash Mobile App", available in the App Store and Google Play Store, using VeridiumID technology.

C. Actions before Delivery

- The FBL will monitor their body temperature, entering this information in the "Virtual Symptomatology Questionnaire". If their body temperature is equal to or higher than 38°C, the FBL will refrain from delivering SIM cards to your home
- If the FBL becomes aware that a member of their family or a person living in the same domicile presents alarm signs for COVID-19 or has been diagnosed with such a disease, he or she must refrain from home delivery of the SIM card
- The FBL must disinfect the SIM card to be delivered to the customer's domicile
- · If a vehicle is used for the delivery of the SIM card, the FLASH logo must be visibly displayed

D. Actions during Delivery

- The FBL will not enter the customer's domicile
- The FBL will maintain a minimum distance of 2 meters from the applicant
- · The FBL will use technological solutions as a means of proof of delivery of the SIM cards
- The FBL will deposit the SIM card at the door of the customer's domicile, respecting the security distance (2 meters) until it is picked up by the customer
- During the entire visit, the FBL shall use the PPEs for the delivery of the SIM card
- Priority will be given to the implementation of virtual payment mechanisms, in order to avoid contact with the customer

E. Actions after Delivery

- After each delivery of the SIM card, the FBL will remove the gloves and dispose of them in a bag where it will
 continue to dispose of the gloves from all activities performed during the day. At the end of the day, it will
 discard the bag
- In case the FBL uses a vehicle for the delivery of the SIM card, the FBL should spray a disinfectant solution on the soles of the shoes and on the contact surfaces before entering the vehicle
- The FBL must use alcohol gel to disinfect its hands

III. Term

The Measures will be in force and enforceable by FLASH from July 20, 2020 and until FLASH written notices.

IV. Modifications

FLASH reserves the right to modify this Measures, at any time by publishing revisions on the website of FLASH backoofice. flashperu.pe. FBL accepts this right and undertakes to regularly review the FLASH website for such revisions. By continuing to accept the benefits of the Agreement, including but not limited to the receipt of FLASH Payments, the purchase of the FLASH Services using FBL's discounts, and the use of Back Office, FBL affirms its acceptance of this annex and any amendments thereto.