



## Policies & Procedures

These Policies and Procures are binding on all distributors and individuals who Join Tesla Wave or purchase our products. These policies contain a binding arbitration agreement and, a class action waiver that limits your rights. Please read them in their entirety as this is contract which you agree to.

**Membership:** There is no fee to become a Distributor. If a distributor is inactive for a period of 26 consecutive Commission Weeks (does not make any purchases, or receive any commissions), their account may, in Tesla Waves sole discretion, be cancelled, and may be changed to a Retail Customer account status by the same Enroller. Wholesale and Retail customers are also subject to this agreement. Various jurisdictions are referred to as either as distributors, retail customers, e-commerce individuals, new e-commerce programs and or wholesale customers. Each mentioned groups may be allowed commissions conditional with this e-commerce program. Programs or conditions may be modified at the sole discretion of Tesla Wave. Compensation plan maybe modified from time to time by TeslaWave.

**Qualification:** All qualifications are based upon the sales of products to eligible customers. Please see the Tesla Wave Compensation Plan Guide for details on the exciting opportunities offered for managing your qualification and building your organization's success. This applies to customers as well as e-commerce and or wholesale programs. Some jurisdictions prohibit some structures and or various programs. All Tesla Wave programs are legally in place. Please note they may differ from jurisdiction to jurisdiction to remain in compliance with local laws and regulations. Please refer to your specific jurisdiction for any and all modifications.

**Manipulation:** Purchasing of product solely for reason of qualification, or to otherwise manipulate the Tesla Wave Compensation Plan is grounds for discipline or termination. Members may only buy as much product as they reasonably expect to sell and personally consume in a reasonable Time. Exceptions may be made to this provision for markets that participate in the Tesla Wave Pre-purchase Program, which is offered to assist in the security of shipping, or to help mitigate shipping costs. Purchasers may not distort or repackage materials. They may not offer restricted product in restricted countries.

**Interference with existing relationships:** All DISTRIBUTORs will respect existing enrollment and familial relationships, and not attempt to cross recruit from other distributor teams. Violation of this principle is grounds for disciplinary action, up to and including termination.

**Honesty:** All DISTRIBUTORs will only make honest and true representations regarding Tesla Wave Products, and their personal experiences regarding them. DISTRIBUTORs will only make true and honest statements and representations regarding the Tesla Wave Compensation Plan that are allowed by the Company. Violation of this principle is grounds for disciplinary action, up to and including termination. All income derived from the compensation plan is done by hard work and individual efforts. No one may represent false claims. Individual results may vary depending on skill and work. Tesla Wave does not make any warranties or representations to guaranteed income.

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**Non-Exclusive Opportunity:** Member is granted a non-exclusive right to sell products as an Independent Distributor, known as a DISTRIBUTOR. This includes the revocable right to use certain marks, images, and other intellectual property of the Company. Upon notice, which may be given in various electronic ways, the Member agrees to stop using any such intellectual property, and/or stop selling specified products within 10 days.

**Professionalism:** All DISTRIBUTORs will conduct themselves in a courteous and professional manner. This includes not disparaging other distributors, customers, members of the public, the Company, its corporate representatives, employees, executives, products, services, and/or the compensation plan. Distributors are independent business owners in their Tesla Wave business. Failure to abide by this section is grounds for disciplinary action, up to and including termination. This action for disciplinary grounds is at the sole discretion of company.

**Independent Contractor:** You are an Independent Contractor and are responsible for being aware of the various tax obligations and advantages afforded by owning your own business. We encourage each DISTRIBUTOR to seek appropriate education and counsel from a suitable CPA, Tax expert or attorney. Since you are an Independent Contractor, Tesla Wave does not make any income tax payments on your behalf. As an Independent Contractor, you are fully responsible for all statements you make regarding Tesla Wave products and opportunity, and agree to indemnify Tesla Wave and its directors, officers, employees, and agents for all costs incurred as a result of any statements you make that are not true, accurate or correct. As a business owner, you may wish to contact an insurance broker to discuss the options to acquire business pursuits coverage at your own expenses.

**Success of the Whole is the Goal:** Tesla Wave may, from time to time, make changes to the Enroller and/or PET tree, when in its sole discretion, it determines that a given team structure is counterproductive, or is creating a disruption to the success and harmony of the organization as a whole. While the company attempts to find alternative solutions to such a change, it reserves the absolute right to make such changes as it deems necessary to preserve the harmony and productivity of the entire organization.

**Requests for changes to the tree:** Members may not apply for changes to their organizations. Members should note that the Company reserves the absolute right to decline any and all change requests for any or no reason.

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**Company Information & Data:** All reports, lists, datasets, contact information, and other information that may be made available to DISTRIBUTORS in any form are, and remain, the absolute property of Tesla Wave LLC at all times. If the relationship between the DISTRIBUTOR & Tesla Wave ends for any reason, or no reason, the DISTRIBUTOR agrees they have an obligation to either return all copies of the information or destroy it and provide Tesla Wave with a notarized statement that they have destroyed the information in their possession. This process helps to ensure that all DISTRIBUTORS are equally protected from “raiding” by anyone. All such data & information is provided “AS IS”, and all warranties, whether express or implied, including, but not limited to suitability or fitness for a particular use are expressly revoked. You, the DISTRIBUTOR, acknowledge that you use any and all reports, information, and/or data at your volition and in exchange for Tesla Wave making the information available to you, you release Tesla Wave for any and all liability related to any use of the information.

Changes or Modification to the compensation plan may be made at any time and in the sole discretion of Tesla Wave.

**Intellectual Property:** DISTRIBUTOR agrees to not register any intellectual property, mark, Internet domain, or email address that is based on, or a derivative of, any Tesla Wave intellectual property. Should DISTRIBUTOR come into possession of any such intellectual property, they agree a duty exists to transfer it to Tesla Wave within 10 business days. Tesla Wave may pay customary fees for documentation and transfer of intellectual property, not to exceed \$50.00.

**Non-Solicitation:** As an Independent Contractor, you have the freedom to participate in other business ventures, including other network marketing opportunities. As part of this Agreement, you are required that during your time as a Tesla Wave DISTRIBUTOR, and for a period of one (1) year after the end of this agreement, regardless of the reason for the end of the agreement, you may not attempt to recruit, or in any way attempt to solicit any Tesla Wave DISTRIBUTOR, customer, employee, executive, vendor, or consultant, to enroll, work for, consult with/for, assist or otherwise engage with any other network marketing company. This includes using any third party to attempt to do the same or providing the contact information to a third party. You acknowledge that Tesla Wave would be irreparably damaged by such actions.

**Business Ethics:** Tesla Wave strongly believes that a business built ethically is a business that will prosper in all conditions. As a company, we follow all local, State, and Federal laws, along with attendant regulations as they apply to the operation of our business and expect the same of our DISTRIBUTORS. As a DISTRIBUTOR, or e-commerce or wholesale customer you agree to act ethically, follow all of the terms of these Policies & Procedures, and related documents, as well as all local, State, Federal laws & regulations as they apply to you and the pursuit of your Tesla Wave business.



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Unethical behaviors can include the following: Cross-sponsoring, organization raiding, credit card chargebacks, any act of fraud, deceptive advertising, wrongfully using someone else's credit card, writing bad checks, misrepresenting Tesla Wave products or opportunity, defaming Tesla Wave (or its products, employees, executives, officers, representatives, or opportunity), manipulating the Tesla Wave Compensation Plan, failing to support your down line or other DISTRIBUTORS, engaging in any unlawful practice, falsely accusing an DISTRIBUTOR of policy violations, and/or dumping of product below MSRP. This list is not intended to be exhaustive, only an example.

Violation of this section is cause for disciplinary action, up to and including termination at the sole discretion of the company.

Changes: These Policies & Procedures may need to be changed from time to time, as different laws and regulations are modified or created, or the business environment evolves. By purchasing any product, accepting any payment, using any Tesla Wave website, electronic application, attendance at any event, or participation/listening to any conference call/webinar, or failing to terminate your membership within 3 weeks of the publication of any change, you agree to accept all changes and modifications as an integral part of the Agreement.

Fees & Miscellaneous: If a request for research is made, the company may charge fees based upon the work involved in completing the request. Fees & billing rates will be determined at the time the request is made, based upon the scope of work and estimated staff resources required. Typically, billable rates start at \$125.00 / staff member hour + expenses.

Should the DISTRIBUTOR receive a governmental or other legal inquiry regarding the company or its products, they must inform the company no later than the next business day by emailing: [compliance@TeslaWave.com](mailto:compliance@TeslaWave.com) . Should the DISTRIBUTOR need to report a policy violation they should email the details to: [compliance@Tesla Wave.com](mailto:compliance@TeslaWave.com) .

Tesla Wave retains the absolute right, in its sole discretion, to handle all matters of DISTRIBUTOR disciplinary action, up to and including termination of the DISTRIBUTOR's membership. Tesla Wave's determination in all such matters shall be final.

Governing version: The United States English version of this and related documents shall be used as the authoritative version of for all purposes of interpretation of intent and meaning should any dispute or discontinuity arise in alternate language versions.

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Termination: Tesla Wave may terminate any account of any type if any of the terms of this agreement are breached, or any related Policies, Terms & Conditions Tesla Wave believes the Agreement will be breached.

Any DISTRIBUTOR, Retail Customer, or Preferred Customer may terminate their account at any time by sending written notice to Tesla Wave at the address at the bottom of this page.

Upon termination, DISTRIBUTORS are reminded that all terms of confidentiality survive the agreement. DISTRIBUTOR agrees that the Company would be damaged if DISTRIBUTOR were to recruit any member of the Marketing Organization, or Company to any other company. In light of this, DISTRIBUTOR agrees that for a period of one (1) year from the cancellation of termination of their DISTRIBUTOR, they will not recruit, or cause to be recruited any member of the Tesla Wave Marketing Organization, or any member of the Company executive team or staff. All downline information is the property of Tesla Wave LLC.

Governing Law & Arbitration: The laws of the State of Utah will govern the Agreement. Venue shall be proper in the County of Utah, State of Utah.

All issues arising from breach of this Agreement shall be settled by arbitration as administered by the American Arbitration Association (AAA), using its Commercial Arbitration Rules. Any judgments awarded by the arbitrator may be entered in court have jurisdiction thereof.

DISTRIBUTOR consents to waive and surrender all rights to any trial court, including trial by jury. All arbitration activities and proceedings will take place in Salt Lake City, Utah. All parties shall be entitled to all discovery rights as described under current Federal Rules of Civil Procedure. A single arbitrator will be selected from the panel provided by the AAA, who shall have knowledge of the direct selling industry. Each party agrees to bear its own costs and related expenses for the arbitration, inclusive of filing and legal fees. The arbitrator's decision shall be binding and final upon the parties, and may, as necessary, be taken as a judgment in any competent jurisdiction. This agreement to arbitration is intended to and shall survive any termination of the Agreement.

Waiver of Class Actions: Class action lawsuits, class-wide arbitrations, private attorney general actions, and any other proceedings where someone acts in a representative capacity aren't allowed. Combining individual proceedings without the consent of all parties is explicitly disallowed as a term of this agreement. DISTRIBUTOR agrees that they may only bring any allowed action as an individual, and not as a member of any purported class or group.

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Tesla Wave retains the absolute right to pursue all injunctive relief, in a competent court for injunctive relief, including writs of attachment, temporary injunctions, preliminary injunctions, or other actions deemed necessary to protect Tesla Wave's interest at any point prior to, during, or following the filing of any arbitration, or rendering of any decision or award, or other proceeding. All parties hereby waive any bond requirement if any.

**Waiver: Notice:** Tesla Wave retains and reserves its rights at all times to insist on strict and exact compliance with all terms set forth in this Agreement. The failure to exercise any power, right, or convention with any DISTRIBUTOR in a timely manner shall not constitute a custom or practice, or a waiver, for any DISTRIBUTOR to rely on, nor shall it impair Tesla Wave's right to seek remedy for any existent or any future breach.

**Agreement & Incorporation:** These Policies & Procedures, in this version, and future forms, as amended and edited, incorporate by reference the following documents, which together collectively form the Tesla Wave "Agreement": These Policies & Procedures, the Tesla Wave Compensation Plan Guide, Terms & Conditions, Privacy Policy, Tesla Wave Sales Guide, Tesla Wave Advertising Guide, Tesla Wave Registration Form, Code Of Ethics, Tesla Wave Return & Refund Guide, and certain other forms as necessary to transact business.

**Severability:** If any part of the Agreement is found to be unenforceable or invalid for any reason, the invalid or unenforceable portion(s) shall be struck, and the remaining elements shall retain the full force and intent, or as much as is practicable.

**International Restrictions:** Tesla Wave enjoys the freedoms to do business and sell Internationally. However, some countries are restricted by USA legal sanction's that change from time to time. Some countries are prohibited to do business with the USA. Please refer to the US State Departments list(s) as necessary. Customers, distributors, and distributors, e-commerce customers, are not allowed to participate in illegal activities. Activities include but are not limited to money laundering, theft schemes, and other sanctioned activities. In some jurisdiction Tesla Wave operated in a retail model only. While commission are paid in all jurisdiction condition with the policies and procedures some areas are modified to comply with jurisdictional areas. All commission are paid for sale of product that are calculates for commissions. Bonuses are for individual efforts and paid on sales volumes. This program is an online e-commerce business for independent business owners. Tesla Wave is an Applied Technology Company for e-commerce globally.

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