

VIRIDIAN ENERGY NY, LLC

**ATTACHMENT D**

MARKETING STANDARDS QUALITY ASSURANCE PLAN

## Viridian Independent Associate Marketing Compliance:

# THE MARKETING DON'Ts



- ❗ DON'T market in a misleading, unethical, discourteous or deceptive manner.
- ❗ DON'T market door-to-door (residential or commercial) under any circumstances.
- ❗ DON'T telemarket, make cold calls or any unsolicited phone calls under any circumstances.
- ❗ DON'T use the term "No Contracts" in any marketing materials or communications (verbal or written). This includes not using older materials that may contain the phrase "no contracts."
- ❗ DON'T participate in any gatherings (e.g. conventions, EXPO, seminars, trade shows, etc.) or other sales forum without completing the Marketing Event Application (previously titled Trade Show Application) and receiving written approval from the Compliance Department.
- ❗ DON'T create or distribute your own marketing materials. All materials must be designed and produced by Corporate. [Note: This includes materials that might have been approved prior to 2/4/2011 by the Compliance Department.]
- ❗ DON'T make savings guarantees or income claims in any of your communications (verbal or written) about Viridian. This includes communications that involve advertising (e.g. online, print, radio, television, etc.).
- ❗ DON'T use the phrase "Save up to XX%" or "Savings up to \$XX amount" in any of your communications (verbal or written). DON'T claim that Viridian is "a partner with," "working together with" or is in any way associated with the utilities.
- ❗ DON'T incorporate the utilities' trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, in any communications (verbal or written)(e.g. james@bge.com, viridian.com/uisave, www.lowerbgerates.com, viridian.com/lowermypsegbill).
- ❗ DON'T refer to yourself as anything but a Viridian Independent Associate. Do not use the terms energy agent, auditor, broker, consultant, etc.
- ❗ DON'T send unsolicited emails, text/tweet messages or mailers to people you don't know.
- ❗ DON'T create your own forms or make copies of Viridian Network forms, including Customer and Associate Application forms. Only official Viridian Network-provided forms may be used. These forms can be located in your Back Office under Network→Marketing Tools.

❧ DON'T sell approved sales aids (e.g. Back Office materials, LiveViridian or ShopViridian materials) to other Viridian Associates.

❧ DON'T use Viridian Network's designs, service marks, service names, symbols, trademarks or trade names without prior written permission from the Compliance Department.

❧ DON'T use any of Viridian Network's product names, service marks, service names, trademarks, trade names, the Company's name, or any derivative thereof, for any Internet domain name, replicated website name or email address. For example: [www.viridian.com/goviridian](http://www.viridian.com/goviridian) or [www.goviridianenergy.com](http://www.goviridianenergy.com) or [viridianenergy@gmail.com](mailto:viridianenergy@gmail.com) or [james@viridianenergy.com](mailto:james@viridianenergy.com).

❧ DON'T place approved Viridian incorporated banners or links on independent websites that do not link to the appropriate Associate's replicated website.

❧ DON'T independently design a website that uses Viridian Network's name or logos or that otherwise promotes (directly or indirectly) the Services or the Viridian Network opportunity without approval.

❧ DON'T utilize pay-per-click, search engine optimization or paid search engines (e.g. Facebook or Google).

❧ DON'T respond to media inquiries regarding Viridian Network, the Services, or the independent Viridian Network business. All inquiries by any type of media (e.g. print, radio, television, etc.) must be immediately referred to Viridian Network's Corporate Office.

❧ DON'T use the term "No Contracts" in any marketing materials or messaging. This includes older materials that may contain this wording.

❧ DON'T utilize radio or television media for the advertising or promotion of the Services or the Viridian Network opportunity without the express written consent of Viridian Network. In the event that Viridian Network does grant permission for the use of such media, Viridian Network must have final authority on every stage of the production process, with full rights to all recordings.

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**Marketing Compliance violation may result in disciplinary action as listed in Section 9.1 of the Associate Policies & Procedures. Viridian Associates**

Please send  
all requests to  
**compliance@  
viridian.com**



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## STATEMENT OF POLICIES & PROCEDURES

VIRIDIAN INTERNATIONAL MANAGEMENT, LLC

# **STATEMENT OF POLICIES & PROCEDURES**

EFFECTIVE December 5, 2016

# TABLE OF CONTENTS

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## SECTION 1 – AGREEMENT

- 1.1 – Application, Policies and Compensation Plan Form the Agreement
- 1.2 – Changes to the Agreement
- 1.3 – Term and Renewal of the Associate Agreement
- 1.4 – Independent Relationship

## SECTION 2 – BECOMING AN ASSOCIATE

- 2.1 – Requirements to Become an Associate
- 2.2 – Conflicts of Interest
- 2.3 – No Purchase Requirement to be an Associate
- 2.4 – Resource Kit
- 2.5 – Associate Benefits
- 2.6 – Associate Communications and Recognition
  - 2.6.1 – Communications
  - 2.6.2 – Recognition

## SECTION 3 – OPERATING AN INDEPENDENT VIRIDIAN BUSINESS

- 3.1 – Training of and by Associates
  - 3.1.1 – Materials and Events
  - 3.1.2 – Viridian University Resources
  - 3.1.3 – Associate Training Obligations
- 3.2 – Customer Enrollment Compliance Guidelines
- 3.3 – Customers Enrolled Under Viridian
- 3.4 – Disputes Over Customer Enrollments
- 3.5 – Holding Associate or Customer Applications
- 3.6 – Compliance with Laws
- 3.7 – Representations to the Public
- 3.8 – Sales Presentations
- 3.9 – Cross-Team Recruiting
- 3.10 – Use of Incentives Prohibited
- 3.11 – Targeting Other Direct Sellers
- 3.12 – Other Direct Sellers Targeting Viridian Associates

## SECTION 4 – MARKETING AND ADVERTISING

- 4.1 – Intellectual Property
- 4.2 – Marketing Standards and Code of Conduct
  - 4.2.1 – Adherence to the Direct Selling Association's ("DSA") Code of Ethics
  - 4.2.2 – Integrity and Professionalism
  - 4.2.3 – No Deceptive, Unlawful, or Unethical Conduct
  - 4.2.4 – Accurate Information
- 4.3 – Prohibited Representations and Marketing Methods and Practices
  - 4.3.1 – Unfair and Deceptive Representations
  - 4.3.2 – Prohibited Marketing Activities
  - 4.3.3 – Prohibited Marketing Methods
    - 4.3.3.1 – Purchased or Acquired Leads
    - 4.3.3.2 – Telemarketing
    - 4.3.3.3 – Robocalling
    - 4.3.3.4 – Unsolicited Emails, Text Messages, or Faxes (Spamming)
    - 4.3.3.5 – Slamming
    - 4.3.3.6 – Door-to-Door Marketing

- 4.3.3.7 – Utility Bill Payment Centers
  - 4.3.3.8 – Domain Names and Email Addresses, Phone Numbers
  - 4.3.3.9 – High-Exposure Advertising
- 4.4 – Allowed Marketing Methods Not Requiring Viridian Approval
  - 4.4.1 – Viridian-Produced Sales Aids and Tools
  - 4.4.2 – Associate Replicated Personal Websites
  - 4.4.3 – Social Media
- 4.5 – Marketing Methods Requiring Viridian’s Written Approval
  - 4.5.1 – Associate-Produced Sales Aids and Tools
  - 4.5.2 – Associate Produced Events
  - 4.5.3 – Associate-Developed Websites
  - 4.5.4 – Marketing Events
  - 4.5.5 – Search Engine Advertising
  - 4.5.6 – Links and Banner Ads
  - 4.5.7 – Approved Domain Forwarding and Domain Names
  - 4.5.8 – Permitted Email Solicitations
  - 4.5.9 – Video or Audio Recording
- 4.6 – Media and Media Inquiries
- 4.7 – Reference to an Associate
- 4.8 – Authorization to Use Name and Likeness
- 4.9 – Translation of Materials by Associates Prohibited
- 4.10 – Travel Websites

## SECTION 5 – STRUCTURING AN INDEPENDENT VIRIDIAN BUSINESS

- 5.1 – Independent Contractor Status
- 5.2 – Associate Plans
- 5.3 – One Viridian Business Per Individual or Business Entity
- 5.4 – Actions of Household Members or Affiliated Persons
- 5.5 – Business Entities
- 5.6 – Change of Associate Legal Designation
- 5.7 – Sponsoring an Associate
- 5.8 – Sponsorship Changes

## SECTION 6 – RESPONSIBILITIES OF ASSOCIATES

- 6.1 – Confidentiality Agreement
- 6.2 – Viridian Reports
- 6.3 – Unauthorized Claims
  - 6.3.1 – No Unauthorized Claims
  - 6.3.2 – Compensation Plan Claims
  - 6.3.3 – Income or Lifestyle Claims
  - 6.3.4 – Earnings Disclosure Statement (EDS)
  - 6.3.5 – Products and Services Claims
- 6.4 – Associate Participation in Other Direct Selling Programs
- 6.5 – Exclusivity; Non-Solicitation
- 6.6 – No Customer Solicitation in Unapproved Deregulated Markets
- 6.7 – Privacy
- 6.8 – Vendor and Product Partner Confidentiality
- 6.9 – Change of Contact Information
- 6.10 – Non-Disparagement
- 6.11 – VCenter
- 6.12 – No Representation as to Accuracy; VCenter Reports
- 6.13 – Income Taxes
- 6.14 – Insurance
- 6.15 – Recordkeeping

## SECTION 7 – GENERAL UNDERSTANDING AND BUSINESS OWNERSHIP

- 7.1 – Requests for Records
- 7.2 – Returned Checks
- 7.3 – Sale, Transfer or Assignment of a Viridian Business
- 7.4 – Separation of a Viridian Business
- 7.5 – Succession upon the Death or Incapacity of an Associate

## SECTION 8 – BONUSES AND COMMISSIONS

- 8.1 – Product and Service Sales
- 8.2 – Bonus and Commission Qualifications
- 8.3 – Adjustment to Bonuses and Commissions
- 8.4 – Errors or Questions

## SECTION 9 – ASSOCIATE REFUNDS UPON CANCELLATION OF THE AGREEMENT

- 9.1 – Refunds Upon Termination
- 9.2 – Termination Refund Procedure
- 9.3 – Offset of Commissions Upon Refund
- 9.4 – Returns for Residents of Certain States
- 9.5 – Customer Refunds

## SECTION 10 – CANCELLATION

- 10.1 – Nonrenewal
- 10.2 – Voluntary Cancellation
- 10.3 – Involuntary Cancellation
- 10.4 – Effect of Cancellation
- 10.5 – Organization Protection

## SECTION 11 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

- 11.1 – Investigation
- 11.2 – Disciplinary Actions
- 11.3 – Grievances and Complaints
- 11.4 – Mediation
- 11.5 – Arbitration
  - 11.5.1 – Terms of Arbitration
  - 11.5.2 – Limitation of Arbitrator's Rights
  - 11.5.3 – Confidentiality
  - 11.5.4 – Disputes Not Subject to Arbitration
- 11.6 – Equitable Relief
- 11.7 – Class Action Waiver
- 11.8 – Liquidated Damages
- 11.9 – Governing Law, Jurisdiction and Venue
- 11.10 – Survival
- 11.11 – Louisiana Residents
- 11.12 – Damage Limitation
- 11.13 – Indemnification
- 11.14 – Understanding
- 11.15 – Severability
- 11.16 – Waiver
- 11.17 – Delays and Changes in Law
- 11.18 – Copyright Restrictions
- 11.19 – Price Changes
- 11.20 – Sales Tax
- 11.21 – No Liability
- 11.22 – Notice
- 11.23 – Disclaimer of Liability



# INTRODUCTION

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Viridian International Management, LLC (“Viridian”), through its product and energy providers and vendors, including Viridian Energy, LLC and its affiliates (collectively “Energy”) provide sustainable energy solutions and products, allowing retail customers (“Customers”) and Independent Associates (“Associates”) to make a difference in the environment and their personal lives. An Associate will have the opportunity to participate in this mission by promoting the products and services to Customers and sharing the Viridian opportunity with others. In so doing, Associates agree to adhere to the terms set forth in these Policies & Procedures (the “Policies”) and the Associate Application and Agreement (the “Associate Agreement”). If an Associate has any questions or requires clarification regarding the Policies or the Associate Agreement, the Associate should contact the appropriate Viridian department.

## Viridian Departments:

Associate Services - AskV@viridian.com, or 866-657-8617

Compliance - compliance@Viridian.com, or 203-883-7847

Customers may contact product support at the appropriate toll free number below.

## Viridian Energy Departments:

Customer Care - customercare@viridian.com, or 866-663-2508

Texas Customer Care - texascustomercare@viridian.com, or 844-237-3658

## Travel Light Department:

Customer Success Team - 877-715-2315

## SECTION 1: AGREEMENT

### 1.1- Application, Policies and Compensation Plan Form the Agreement

These Policies along with the Viridian Compensation Plan (both as amended from time to time) are incorporated into the Associate Agreement and referred to in these Policies as the “Agreement.” It is the responsibility of Associates to read, understand, adhere to and ensure that they are operating under the most current version of the Agreement. When sponsoring a new Associate, it is the responsibility of the sponsoring Associate (the “Sponsor”) to ensure that the prospective Associate is provided with, or has online access to, the most current version of the Agreement prior to the prospective Associate’s execution of the Associate Agreement. Any resident of a country outside the United States in which Viridian has opened for business will be bound by the Associate Agreement, Policies & Procedures and Compensation Plan specifically developed for that country. Any capitalized term not expressly defined in the Policies shall have the meaning given to such term in Section 12: Definitions.

### 1.2- Changes to the Agreement

Viridian reserves the right to amend the Agreement (the “Amendments”) at its sole and absolute discretion. Amendments shall take effect five business days after publication. Publication of notice of Amendments shall be made by Viridian via one or more of the following methods: (i) posting on Viridian’s official website; (ii) posting in VCenter; (iii) electronic mail; or (iv) inclusion in special mailings or other Viridian communications. The continuation of an Associate’s Viridian’s business or an Associate’s acceptance of compensation after publication of an Amendment constitutes acceptance of the Amendment.

### 1.3- Term and Renewal of the Associate Agreement

The term of the Associate Agreement is one year from the date of Viridian’s acceptance of the Associate Agreement, otherwise earlier canceled as provided herein. Associates wishing to continue their independent Viridian business must renew the Associate Agreement for subsequent one-year terms by paying an annual renewal fee prior to the renewal date and complying with the Agreement. Viridian reserves the right in its sole discretion to reject the renewal of an Associate Agreement. Unless an Associate requests nonrenewal by sending an email to Viridian at least 30 days prior to the renewal date or opts out following receipt of the renewal notification, the then current annual renewal fee (as posted on Viridian’s website) will be automatically charged to the Associate’s credit card on file. If Viridian is unable to process the credit card, the Associate will be placed in a “suspended status” status and will have 30 days from the renewal date in which to pay the renewal fee. If the Associate does not pay the renewal fee within the 30-day time period, Viridian will terminate the Associate Agreement, and the Associate will not be able to re-enroll in Viridian for six months from such termination date. If the Associate decides to re-enroll after such six-month period, the Associate will not resume placement in nor retain the Associate’s Organization that was in place prior to the termination date.

### 1.4- Independent Relationship

The licensed retail energy providers and other vendors of Viridian products and services are independent from Viridian. Viridian has no control over transfers or enrollment rules and regulations. Viridian is not responsible for any delays or rejections for Customer enrollments or product or service fulfillment, including the consequences of such delays or the effect on potential bonuses and commissions. In addition, Viridian is not responsible for any delays or changes to products or programs due to state and federal regulatory or policy changes, including the effect on potential bonuses and commissions.

## SECTION 2: BECOMING AN ASSOCIATE

### 2.1- Requirements to Become an Associate

To become and continue as a Viridian Associate, each applicant must:

- a) Be at least 18 years of age (proof of date of birth may be requested);
- b) Be a citizen, legal resident or naturalized person of the United States and able to work legally in the United States;
- c) Have a valid Social Security number, Individual Taxpayer Identification Number (“ITIN”) or Federal Employer Identification Number (“FEIN”), as applicable, that matches the Associate’s name;
- d) Submit a complete and accurate Associate Agreement to Viridian, either in hard copy or online format; and
- e) Complete and submit the banking information and IRS Form W-9 (Request for Taxpayer Identification Number). Banking information and all required tax forms must match the Associate’s name as listed on the Associate Agreement.

Viridian reserves the right to accept or reject any Associate Agreement for any reason or for no reason.

## 2.2- Conflicts of Interest

In order to avoid actual or perceived conflicts of interest, certain individuals are not permitted to enroll as Associates. Neither employees of Viridian or their spouses, immediate family members or Household members, nor owners or employees of Viridian's affiliates or energy providers, vendors or consultants, or their spouses, immediate family members or Household members (collectively "Interested Parties") may enroll as Viridian Associates. By completing the Associate Agreement, an applicant verifies that he or she is not an Interested Party.

## 2.3- No Purchase Requirement to be an Associate

There is no requirement to enroll as a Customer or to purchase any products or services from Viridian or its energy providers or vendors in order to become or remain an Associate.

## 2.4- Resource Kit

In order to familiarize Associates with Viridian products and services and its sales techniques, sales aids and other materials, Viridian provides a Resource Kit as part of the Associate enrollment fee. Resource Kits are sent to the mailing address provided by the Associate in the Associate Agreement. Residual Fundraising Program Associates (as described in Section 5.2) have access to an electronic Resource Kit and will not be mailed a physical Resource Kit.

## 2.5- Associate Benefits

Upon Viridian's acceptance of the Associate Agreement, the applicant becomes a Viridian Associate. Associates have the following rights:

- a) To sell Viridian products and services in selected markets. Prior to selling certain products or services, the Associate must first become a "Certified" Associate by successfully completing the required modules of Viridian University ("VU") as described in Section 3.1.2.
- b) To sponsor others as Associates and build an Organization. Associates immediately may begin to sponsor other Associates when the Associate Agreement is accepted by Viridian.
- c) To participate in the Compensation Plan and receive bonuses and commissions on the sales of products and services. Successful completion of the required modules of VU is necessary in order to earn bonuses and commissions on the sales of certain products and services.
- d) To receive communications from Viridian and receive awards, recognition and other benefits that are made available to qualified Associates from time to time.

## 2.6- Associate Communications and Recognition

### 2.6.1 – Communications

To protect an Associate's privacy, Viridian will only communicate with the name that appears in the field for Applicant Name or Co-Applicant Name (if an individual) or for Contact Name (if a Business Entity) on the Associate Agreement. Viridian will send emails only to the email account provided by the Associate.

### 2.6.2 – Recognition

If an Associate is the recipient of an award, rank advancement or other recognition (collectively "Recognition"), Recognition will be under the individual's or Business Entity's name which appears in the "Recognition Name" field. If there is no name in the Recognition Name field, the default will be the Associate's name. Associates have the right to elect to not receive Recognition by opting out of Recognition at the time of enrollment or afterward in the VCenter. If the Associate does not opt out of Recognition, Viridian will assume the Associate wishes to receive Recognition for the Associate's efforts. Recognition also may be withheld for those Associates who are not in good standing with Viridian. Each Associate acknowledges that Viridian makes no guarantees that an Associate's identity as a Viridian Associate will remain anonymous and waives any and all claims against Viridian and its affiliates and their equity owners, directors, managers, officers, employees and agents (collectively "Viridian Related Parties") with respect to Viridian's errors regarding Recognition.

## SECTION 3: OPERATING AN INDEPENDENT VIRIDIAN BUSINESS

### 3.1- Training of and by Associates

#### 3.1.1 – Materials and Events

Education, training and motivation are critically important to building a successful Viridian business. To educate Associates in the business and teach them how to sell services and products and train and motivate others, Viridian provides support materials, tools, support services and training events. These materials and events include online video training; VU; training collateral such as books, magazines, charts and other printed materials; audio CDs or DVD software and subscriptions; and training recognition events and conventions. Associates are not required to purchase these items or to attend such events.

#### 3.1.2 – Viridian University Resources

Associates are encouraged to further their understanding of Viridian products and services and the Viridian opportunity. To support this process, Viridian created VU, which provides required and non-required training modules that are both informative and educational. Associates should visit VU regularly to keep current on any modules added for Associate development. Viridian may require yearly re-training or ad hoc training to ensure all Associates stay current on new markets and new products and services, or as may be required by utility commissions or other regulators.

#### 3.1.3 – Associate Training Obligations

Associates who sponsor other Associates should provide assistance and training to sponsored Associates. Associates should have ongoing contact and communication with the Associates in their Organizations, including but not limited to: newsletters, correspondence, personal meetings, telephone contact, voicemail and accompanying Associates to Viridian meetings, training sessions and other functions. Except as set forth in Section 4.5, when training Downteam Associates, Associates exclusively must use the training materials produced by Viridian. Viridian approved and produced training materials are available on Viridian's website and in each Associate's VCenter.

### 3.2- Customer Enrollment Compliance Guidelines

- a) Each Customer must enroll personally as only the account holder of record is authorized to enroll and accept the terms and conditions of the Customer Agreement. Associates may not enroll on behalf of a Customer.
- b) Associates have no authority to and shall not amend or change any of the terms and conditions of any Customer Agreement with Viridian or its energy providers or vendors.
- c) Associates may not take a utility bill or other information from a Customer and use it to enroll the Customer, even if the Customer gives permission.
- d) Associates should advise Customers to utilize the following methods for enrollment: (i) the Associate's Personal Website; (ii) by submitting a Customer Agreement form to Viridian available in VCenter; or (iii) by calling Viridian to enroll over the phone and complete a Third-Party Verification ("TPV").
- e) Customers who enroll through an Associate's Personal Website should use the Customer's personal computer or personal computing device to enroll. If an Associate is aware that a Customer plans to use a central location, such as a community center to enroll, the Associate should notify Viridian in advance of the enrollment as Viridian reserves the right to audit enrollments coming from a common IP address prior to qualification of such enrollments.
- f) Customers who enroll through a printed Customer Agreement must completely fill out all required fields, sign and date the Customer Agreement and must be the authorized account holder of record. An incomplete Customer Agreement will not be processed and a new Customer Agreement must be submitted. Viridian and its energy providers and vendors are not responsible for any damages or injury to the Associate caused by the Associate's submission of an incomplete Customer Agreement.
- g) Associates must ensure that Customers fill out the most current version of the Customer Agreement available in VCenter. Customer Agreements are updated regularly.
- h) Associates shall not abuse the trust of Customers, shall respect any lack of commercial experience of Customers and shall not exploit a Customer's age, illness, lack of understanding or lack of language expertise. When it is apparent that a Customer's English language skills are insufficient, the Associate must use an interpreter, find another Associate fluent in the Customer's language, or cease pursuing the prospect.

### 3.3- Customers Enrolled Under Viridian

If a new Customer enrolls without designating a specific Associate or inadvertently selects an unintended Associate, the appropriate Associate may request that the Customer be transferred to the designated Associate's Organization. Requests for transfer under this policy will be processed as long as the requesting Associate makes the request in writing, with the Customer's permission, to Viridian within 10 business days of the Customer's date of enrollment (or such later date as determined by Viridian's sole discretion). Associates have a duty to verify that their Customer lists are up to date. If an Associate fails to request such a change within 10 business days, the Associate waives any and all claims against Viridian and Viridian Related Parties arising from the enrollment of the Customer. No Associate will receive a retroactive commission payment.

### 3.4- Disputes Over Customer Enrollments

If there is a dispute among Associates as to which Associate should be the enroller of a Customer, Viridian generally will regard the first Customer Agreement it receives as controlling.

### 3.5- Holding Associate or Customer Applications

Associates must not manipulate referrals for enrollments of new Associates or new Customers. All Associate Agreements and Customer Agreements must be sent to Viridian 72 hours from when they are completed. If not, the agreements may be considered void by Viridian. All Associate and Customer Agreements are the property of Viridian.

### 3.6- Compliance with Laws

Associates shall comply with all applicable federal, state and local laws, orders, ordinances, policies and regulations governing their independent businesses and products and services offered through Viridian such as deregulated energy, travel memberships and solar energy. Many cities and counties have laws regulating certain home-based businesses and independent contractor activities, and Associates are responsible for complying with such laws.

### 3.7- Representations to the Public

When promoting Viridian products, services or opportunity, Associates shall comply with the terms of the Agreement and shall: (i) identify themselves as Independent Associates of Viridian, not as employees of Viridian or providers or vendors of its products and services; (ii) notify prospective Customers that Viridian is a sales and marketing company that sells services and products for its providers and vendors, including Viridian Energy (which is a licensed, independent provider of energy products and services owned by Crius Energy LLC); and (iii) abide by the Customer Enrollment Compliance Guidelines as set forth in Section 3.2.

### 3.8- Sales Presentations

At sales presentations, Associates shall truthfully identify themselves, the products and services, and the purpose of their business to prospective Customers and Associates. Explanation and demonstration of services and products offered shall be accurate and complete, including, but not limited to, with regard to price, terms of payment, refund rights, guarantees and after-sales services and delivery. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness and in accordance with applicable laws. Associates must immediately discontinue a demonstration or sales presentation upon the request of the Customer or Associate. Associates shall not, directly or by implication, denigrate any other company or product. Associates shall refrain from using comparisons which are likely to mislead and which are incompatible to the principles of fair competition.

### 3.9- Cross-Team Recruiting

Viridian does not permit an Associate to recruit the guests or prospects of other Associates who attend Viridian meetings, events, conferences or other public functions.

### 3.10- Use of Incentives Prohibited

Buying or selling, or inducing others to buy or sell, Associates, Customers, prospective Associates or prospective Customers or their information is strictly prohibited. Associates shall not provide any type of incentive for any action or proposed action to induce an Associate or third party to sell any information pertaining to an Associate, Customer, prospective Associate or prospective Customer.

### 3.11 – Targeting Other Direct Sellers

Targeting the sales force of another Direct Selling company to become Viridian Associates is prohibited, including the solicitation or enticement of members of another Direct Selling company to violate the terms of their agreement with such other company. If an Associate engages in such activity, the Associate bears the sole risk of such activities. If such activities result in legal action against the Associate, Viridian will not pay any of the Associate's defense costs or legal fees or for any judgment or settlement. Viridian will hold the Associate

liable for any loss or damage it incurs as the result of such activities. Viridian will abide by any and all court directives associated with judgments against Associates for such activity.

### 3.12 – Other Direct Sellers Targeting Viridian Associates

In the event that an Associate is approached by a member of another Direct Selling company for the purpose of recruitment, the Associate must inform the member to continue to follow the policies and procedures of the member's Direct Selling company. Associates are also encouraged to report this activity to Viridian.

## SECTION 4: MARKETING AND ADVERTISING

### 4.1- Intellectual Property

Viridian's name, trademarks, service marks, logos and copyrighted materials (collectively, its "Intellectual Property") are owned by Viridian or its affiliates. The use of this Intellectual Property by Associates must be approved in writing by Viridian prior to use and must be in strict compliance with the Agreement. Any right to use Viridian's Intellectual Property by an Associate is non-exclusive and Viridian has the right to grant others the right to use its Intellectual Property. Any and all goodwill associated with the Intellectual Property (including goodwill arising from an Associate's use) inures directly and exclusively to the benefit of Viridian and is the property of Viridian. Upon cancellation of the Associate Agreement, no monetary amount shall be attributable to any goodwill associated with any Associate's use of the Intellectual Property.

### 4.2- Marketing Standards and Code of Conduct

When promoting Viridian's products, services or opportunity, Associates must adhere to good business practices, including, without limitation, the following marketing standards.

#### 4.2.1 – Adherence to the Direct Selling Association's ("DSA") Code of Ethics

Viridian is a member of the DSA, a national trade association of the Direct Selling companies. The cornerstone of the DSA's commitment to ethical business practices and consumer service is its Code of Ethics, which can be found on the DSA website at [http://www.dsa.org/code-of-ethics/code-of-ethics-\(full-text\)](http://www.dsa.org/code-of-ethics/code-of-ethics-(full-text)). Associates shall uphold the DSA Code of Ethics and not, in any way, attempt to persuade, induce or coerce another party to breach the Code of Ethics. Any such action shall be considered by Viridian as a violation of the Agreement.

#### 4.2.2 – Integrity and Professionalism

Associates shall conduct themselves with integrity, courtesy and professionalism when interacting with Customers, prospective Customers, other Associates and prospective Associates and in all matters related to Viridian products and services and the Viridian business.

#### 4.2.3 – No Deceptive, Unlawful, or Unethical Conduct

Associates shall not engage in any deceptive, unlawful or unethical conduct.

#### 4.2.4 – Accurate Information

Associates must deliver accurate information when they are promoting Viridian products, services and opportunity. This includes accurate disclosures about Viridian's utility providers and vendors, pricing plans, sustainability offerings, carbon offsets or green content. Any claims, representations or statements that Associates make regarding Viridian products and services shall be consistent with those included in the literature and materials provided or authorized by Viridian.

### 4.3- Prohibited Representations and Marketing Methods and Practices

When promoting Viridian products, services or opportunity, Associates shall not make any unfair or deceptive representations or engage in any prohibited marketing methods or practices.

#### 4.3.1 – Unfair and Deceptive Representations

When promoting the Viridian products, services or opportunity, an Associate shall not make any unfair or deceptive representations including, without limitation, the following:

- a) Representing or holding out as an affiliate or employee of, or in partnership with, a utility company or any energy provider or vendor;
- b) Representing or identifying as an employee of Viridian or any of its affiliates, energy providers or vendors.
- c) Representing or holding out as being affiliated with or employed by any federal or state agency, commission, office or personnel;
- d) Representing to a Customer that there are no contracts required to become a Customer;
- e) Making affirmative representations or guarantees of savings that are not documented or evidenced in writing from current corporate marketing materials;
- f) Representing to a prospective Associate that the Viridian business is easy or making untrue or unrealistic claims of earnings or lifestyle that can be achieved without effort and adherence to the Compensation Plan and these Policies;
- g) Making any specific reference to the amount of money an Associate is earning or other earnings claims without providing a copy of Viridian's Earnings Disclosure Statement as more fully discussed in Section 6.3; or
- h) Taking any action that would constitute Bonus Buying.

### 4.3.2 - Prohibited Marketing Activities

Associates shall not engage in the following marketing activities when promoting the Viridian products, services or opportunity:

- a) An Associate shall not accept any payment or consideration (e.g., money or any other item of value) from any Customer, prospective Customer, Associate or prospective Associate. All payments for Viridian products and services shall be made to the designated energy provider, vendor or Viridian, including entities listed on the Customer's energy bill.
- b) An Associate shall not use the Associate's credit card to enroll or make purchases on behalf of another Associate.
- c) An Associate shall not use the Associate's credit card to pay for re-occurring membership or account fees for another Associate.
- d) An Associate shall not offer the Viridian opportunity through, or in combination with, any system, program or method of marketing not specifically set forth in official Viridian literature.
- e) An Associate shall not require or encourage current or prospective Customers or Associates to participate in the Viridian opportunity or to purchase Viridian products or services in any manner that varies from the program as set forth in official Viridian literature.
- f) An Associate shall not require, allow or encourage current or prospective Customers or Associates to execute any agreement other than official agreements and contracts from Viridian or its energy providers and vendors.
- g) An Associate shall not require or encourage current or prospective Associates to make any purchase from, or payment to, any individual or other entity, or to purchase products or services in order to participate in the Compensation Plan (except for those purchases or payments identified as recommended or required in official Viridian literature).

### 4.3.3 – Prohibited Marketing Methods

Associates agree that they shall not use any of the following methods or techniques in connection with marketing their independent Viridian businesses.

#### 4.3.3.1 - Purchased or Acquired Leads

A "Lead" is defined as any type of contact information (e.g., email address, mailing address or telephone number) for a prospective Customer or Associate that is purchased or acquired through any means other than a personal relationship with the Associate. Because Viridian does not have the ability to verify that Leads acquired by Associates are legitimate and not obtained through questionable methods, Associates may not purchase or use Leads nor may Associates sell Leads to other Associates regardless of the source of the Leads.

#### 4.3.3.2 - Telemarketing

Associates may not engage in telemarketing or retain or hire others to engage in telemarketing on their behalf. Telemarketing activities are a violation of the Agreement and potentially a violation of federal and state laws, the violation of which may carry significant financial penalties.

#### 4.3.3.3 - Robocalling

Associates may not place or initiate any outbound telephone call that delivers any pre-recorded message or “robocall” regarding or relating to the Viridian products, services or opportunity.

#### 4.3.3.4 - Unsolicited Emails, Text Messages or Faxes (Spamming)

Except as provided in Section 4.5.8, Associates may not send unsolicited commercial emails, texts, faxes or “spam.” For purposes of the Agreement, spam or spamming is defined as sending unsolicited electronic communications (including unsolicited texts) promoting Viridian products or services to prospective Customers or Associates not known to the Associate.

A Karma invite email sent to Karma prospects without an initial discussion about the Karma program, or an unsolicited Karma invite email are in violation of Viridian’s marketing policy. Viridian reserves the right to remove unsolicited accounts.

#### 4.3.3.5 - Slamming

Associates may not use “slamming” techniques when promoting the Viridian products or services. For purposes of the Agreement, “slamming” is the process of enrolling an individual or Business Entity as a Customer without the expressed authorization of the account holder of record. Slamming of any Viridian products or services can result in immediate termination of this Agreement.

#### 4.3.3.6 - Door-to-Door Marketing

Face-to-face solicitation of prospective Customers or Associates initiated by the Associate at the home or business of a prospective Customer or Associate that is unknown to the Associate is prohibited, except to prospective Customers or Associates in an Associate’s Warm Market (as defined in Section 12).

#### 4.3.3.7 - Utility Bill Payment Centers

Utility Bill Payment Centers are not eligible to enroll Associates or Customers, and no enrollments may take place at such locations.

#### 4.3.3.8 - Domain Names and Email Addresses, Phone Numbers

Associates shall not use, register or attempt to register any of Viridian’s or a utility’s trade names, trademarks, service names, service marks, product names, company names or any derivative thereof for any email address, Internet domain name or any other media such as phone numbers or other electronic media.

#### 4.3.3.9 - High-Exposure Advertising

High-exposure sales aids, tools or promotional materials (e.g., billboards, magazines, newspapers, radio, television) intended to solicit new Customers or Associates require prior written approval, as determined in Viridian’s sole discretion.

### 4.4 - Allowed Marketing Methods Not Requiring Viridian Approval

The following marketing methods may be used to promote Viridian products and services and the Viridian opportunity without seeking prior approval from Viridian.

#### 4.4.1 - Viridian-Produced Sales Aids and Tools

To promote Viridian products and services and the Viridian opportunity, Associates are encouraged to use the sales aids, sales tools or other promotional and training materials (collectively, “Sales Aids and Tools”) produced by Viridian. Viridian-approved and produced Sales Aids and Tools are available on Viridian’s website and in each Associate’s VCenter.

#### 4.4.2 - Associate Replicated Personal Websites

If an Associate desires to utilize an Internet website to promote the Associate’s Viridian business, the Associate may do so through a personal replicated website (“Personal Website”) provided by Viridian. These Personal Websites seamlessly link to the official Viridian website, giving the Associate a professional and Viridian-approved presence on the Internet. Except as expressly permitted in Sections 4.5.3, the use of any other Internet website or web page to promote the sale of Viridian products, services



or opportunity is prohibited. Residual Fundraising Program Associates are provided with a standard Personal Website free of charge at the time of their enrollment. Associates have the right to cancel their Personal Website at any time. Any questions or cancellation notices should be directed to Viridian and must include the Associate's name, address, Associate Identification Number and signature.

#### 4.4.3 - Social Media

An Associate may use social media, including, but not limited to, private and public online blogs, social networks or other interactive and user-generated content online forums ("Social Media") to discuss Viridian products and services as long as the content complies with the Agreement. However, if an Associate wishes to advertise or sell Viridian products, services or opportunity on Social Media, an Associate may only do so by directing traffic to the Associate's Personal Website or to Viridian's website. When using Social Media, Associates are fully responsible for their postings and other online activity as it relates to Viridian. In addition to the other requirements for marketing as set forth in the Policies, the following requirements must also be adhered to:

- a) When publishing content mentioning Viridian, an Associate must use a disclaimer noting that the postings are the Associate's and do not represent Viridian's views or opinions.
- b) The Associate must identify the Associate as an Independent Associate of Viridian.
- c) The Associate must abide by the Social Media site's terms of use and policies.
- d) No sales of products or services or enrollments of Customers or Associates may be made on any Social Media site (including sites like eBay or Craigslist).
- e) False, misleading or deceptive postings are prohibited.
- f) Any Social Media site that an Associate uses in any way to promote or discuss Viridian products, services or opportunity may not be used to promote or discuss any other product, services or opportunity of a Direct Selling company or business.
- g) If an Associate creates a page on any Social Media site that relates to Viridian, its products, services or opportunity, the page must be immediately deactivated in the event the Associate Agreement is canceled for any reason or if the Associate becomes Inactive.
- h) During the term of the Agreement and for a period of 12 calendar months following its cancellation for any reason, an Associate may not use any Social Media site on which the Associate discusses or promotes, or has discussed or promoted, the Viridian business, products or services, directly or indirectly to Viridian Associates or Customers in connection with another Direct Selling company. An Associate shall not take any action on a Social Media site that may reasonably be foreseen to draw an inquiry from other Associates relating to another Direct Selling business. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 6.5.

### 4.5 - Marketing Methods Requiring Viridian's Written Approval

#### 4.5.1 - Associate-Produced Sales Aids and Tools

Associates are prohibited from creating or producing their own Sales Aids and Tools. However, in certain circumstances, Viridian may allow an Associate to use Sales Aids and Tools that the Associate has developed. If an Associate wishes to use such self-produced Sales Aids and Tools, the Associate must submit a draft of the materials along with a completed Advertising/Marketing Form to Viridian. Unless express written approval is received by the Associate, the request shall be deemed denied. Associates who receive authorization to produce their own Sales Aids and Tools may make approved Sales Aids and Tools available to other Associates free of charge but may not sell, lease or charge a fee of any nature to any other Associate for such Sales Aids and Tools. Viridian reserves the right to distribute any approved Sales Aid and Tools to other Viridian Associates free of charge. Approved Sales Aids and Tools may be posted in each Associate's VCenter. The Associate who submitted the Sales Aid and Tools to the Company waives all claims to remuneration for such use and grants Viridian an irrevocable, royalty-free license to use the Sales Aids and Tools as Viridian deems appropriate. Viridian reserves the right to rescind approval for any Sales Aids and Tools at any time for any reason. Associates waive all claims against Viridian and Viridian Related Parties for damages, compensation, expenses, costs or remuneration of any other nature arising from or relating to such rescission.

#### 4.5.2 - Associate-Produced Events

In the event an Associate wishes to hold a live or virtual training or promotional event, the Associate must obtain the prior written approval of Viridian. Associates must submit scripts, presentations and any other materials requested by Viridian to enable Viridian to fully evaluate the proposed event. The Associate may only charge admission to other Associates. Non-Associates attending the event must be allowed to attend at no charge. The admission charge may only cover the Associate's costs in holding the event and may not, under any circumstances, exceed \$10.00 per Associate attendee. Viridian reserves the right to rescind approval for any approved training or promotional event at any time for any reason. Associates waive all claims against Viridian and Viridian Related Parties for damages, expenses, costs or remuneration of any other nature arising from or relating to such rescission.

#### 4.5.3 - Associate-Developed Websites

Associates who have reached the Rank of Partner or above may develop a website to promote Viridian products, services or opportunity, or to provide training or support to their Organization. Prior to publication, the Associate must submit the proposed website to Viridian and complete the Website Review Request form located in the VCenter for written approval. A \$500.00 website review fee must be paid to Viridian prior to review. Viridian reserves the right to rescind its approval of a website in the event it determines it no longer meets Viridian's standards, as determined in its sole discretion. Associates waive all claims against Viridian and Viridian Related Parties for damages, compensation, expenses, costs or remuneration of any other nature arising from or relating to such rescission.

#### 4.5.4 - Marketing Events

A "Marketing Event" is any conference, convention, seminar, trade show or other public gathering held by a third party that provides an Associate the ability to market Viridian products, services and opportunity to potential Customers and Associates. It is the Associate's responsibility to receive approval from the onsite event coordinator and ensure that the Associate is the only Associate participating in the event as a vendor or exhibitor. The Associate must receive prior written approval from Viridian and an official Viridian Name Badge to promote at a Marketing Event by contacting Viridian. An Associate with a display at a Marketing Event must (i) visibly display, as required by law, the Associate's Viridian Name Badge at all times when soliciting Customers or Associates; (ii) provide the potential Customer with approved written information regarding Viridian products and services immediately upon request; and (iii) provide Viridian's telephone number for inquiries, verification and complaints. Viridian recommends that Associates visit [shopviridian.com](http://shopviridian.com) for booth accessories and branding needs for a professional display. Viridian Associates are not permitted to promote Viridian at flea markets, garage sales or swap meets, or other similarly situated events as they are not conducive to the professional image that Viridian wishes to portray. Viridian further reserves the right to refuse authorization to participate in any function that it does not deem suitable for the promotion of Viridian.

#### 4.5.5 - Search Engine Advertising

An Associate may use paid search engine advertising (e.g., Bing, Google) with Viridian-approved phrases available from the Viridian Compliance Department to drive traffic to their Personal Websites. Associates must submit written requests to Viridian's Compliance Department to receive the written approval prior to engaging the use of paid search engine advertising. Associates receiving approval to engage in search engine advertising acknowledge that the success, or lack thereof, is not the responsibility of Viridian.

#### 4.5.6 - Links and Banner Ads

Associates may place banner ads and links on third-party websites only to their Personal Website, provided that the Associate uses Viridian approved banner ads, templates and images, and that the third-party website meets Viridian's standards. In order to be acceptable placement for any Viridian banner ad or linked image, the third-party website shall not (i) contain any content or material that could be construed as unlawful, offensive, controversial or distasteful; (ii) contain content and materials that are not appropriate for all age groups; (iii) contain any content that is in conflict with the Policies; (iv) contain any content or material that could be construed as competitive to Viridian's products and services or its energy providers or vendors or (v) contain links or banner ads for any other Direct Selling company or in any way promote another Direct Selling company. Prior to placing a link or banner ad on a third-party website, the Associate must submit the URL of the third-party website to Viridian for written approval. Unless an Associate receives written approval, the request shall be deemed denied. If the website at any time no longer meets the Viridian standards, as may change from time to time, Viridian may require its removal. The Associate must immediately remove the link or banner ad. When directing readers to a Personal Website, it must be evident to a reasonable reader that the link will go directly to a Personal Website. Any attempt to mislead Internet readers into believing they are going to a Personal Website, when in fact they land at another website, is prohibited.

#### 4.5.7 - Approved Domain Forwarding and Domain Names

Associates wishing to use domain forwarding for the purposes of directing a browser to their Personal Websites are permitted to do so; however, the Associate must submit the domain name to Viridian for written approval prior to active use or forwarding.