

ToucanWin.com
STATEMENT OF POLICIES AND PROCEDURES

Effective 4/29/2022

SECTION 1 – INTRODUCTION

- 1.1 CODE OF ETHICS
- 1.2 POLICIES INCORPORATED INTO BIDFLUENCER AGREEMENT
- 1.3 CHANGES TO THE BIDFLUENCER AGREEMENT, POLICIES, AND PROCEDURES, OR BIDFLUENCER COMMISSION PLAN
- 1.4 DELAYS
- 1.5 POLICIES AND PROVISIONS SEVERABLE
- 1.6 WAIVER

SECTION 2 –BECOMING A BIDFLUENCER

- 2.1 REQUIREMENTS TO BECOME A BIDFLUENCER
- 2.2 NEW BIDFLUENCER REGISTRATION BY INTERNET
- 2.3 BIDFLUENCER BENEFITS
- 2.4 TERM AND RENEWAL OF A TOUCANWIN.COM BUSINESS

SECTION 3 – INCOME DISCLOSURE POLICY

SECTION 4 – ADVERTISING

- 4.1 ADHERENCE TO THE TOUCANWIN.COM BIDFLUENCER COMMISSION PLAN
- 4.2 USE OF SALES AID
- 4.3 INTELLECTUAL PROPERTY
- 4.4 WEB POLICY
- 4.5 DOMAIN NAMES AND EMAIL ADDRESSES
- 4.6 ADVERTISED PRICE
- 4.7 GENERIC BUSINESS ADVERTISEMENTS
- 4.8 MEDIA AND MEDIA INQUIRIES
- 4.9 UNSOLICITED EMAIL COMMUNICATION

SECTION 5 –OPERATING A TOUCANWIN.COM BUSINESS.

- 5.1 - BUSINESS ENTITIES
 - 5.1.1 Changes to a Business Entity
 - 5.1.2 Change of Sponsor
 - 5.1.3 Change of Placement
- 5.2 UNAUTHORIZED CLAIMS AND ACTION
 - 5.2.1 Indemnification
 - 5.2.2 Endorsement of TOUCANWIN.COM Services
- 5.3 CONFLICTS
 - 5.3.1 Non-Solicitations
 - 5.3.2 Sale of Competing Goods or Services
 - 5.3.3 Targeting Other Direct Sellers
 - 5.3.4 Privacy and Confidentiality
 - 5.3.5 The Data Management Rule
- 5.4 CROSS SPONSORING

- 5.5 GOVERNMENTAL APPROVAL OR ENDORSEMENT
- 5.6 IDENTIFICATION
- 5.7 INCOME TAXES
- 5.8 INDEPENDENT CONTRACTOR STATUS
- 5.9 BONUS BUYING
- 5.10 STACKING
- 5.11 ONE TOUCANWIN.COM BUSINESS PER BIDFLUENCER
- 5.12 SUCCESSION
- 5.13 SALE, TRANSFER, OR ASSIGNMENT OF A TOUCANWIN.COM BUSINESS
- 5.14 SEPARATION OF A TOUCANWIN.COM BUSINESS
- 5.15 SPONSORING

6 RESPONSIBILITIES OF BIDFLUENCERS

- 6.1 CHANGE OF ADDRESS, TELEPHONE NO., EMAIL-ADDRESS
- 6.2 SPONSORING BIDFLUENCER RESPONSIBILITIES
 - 6.2.1 Initial Training
 - 6.2.2 Ongoing Training Responsibilities
- 6.3 NONDISPARAGEMENT
- 6.4 REPORTING POLICY VIOLATIONS

7 BONUSES AND COMMISSIONS

- 8.1 BONUS AND COMMISSION QUALIFICATIONS
- 8.2 ERRORS OR QUESTIONS
- 8.3 BONUS BUYING PROHIBITED
- 8.4 REPORTS

8 DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

- 8.1 DISCIPLINARY SANCTIONS
- 8.2 MEDIATION
- 8.3 ARBITRATION
- 8.4 GOVERNING LAW, JURISDICTION, AND VENUE

9 EFFECTS OF CANCELLATION

- 10.1 EFFECT OF CANCELLATION AND TERMINATION
- 10.2 NON-RENEWAL

10 DEFINITIONS

TOUCANWIN.COM STATEMENT OF POLICIES AND PROCEDURES

Effective 4/29/2022

SECTION 1 – INTRODUCTION

1.1 - Code of Ethics

OURAY CULCH, LLC (hereafter "ToucanWin.com" or merely "Toucan") is a values-based ToucanWin that prides itself on the quality and character of its affiliates (hereinafter "Bidfluencers"). The following guidelines help ensure a uniform standard of excellence throughout our organization. Every TOUCANWIN.COM Bidfluencer is expected to practice the following ethical behavior when acting in the name of Toucan:

- A. I will be respectful of every person I meet while doing TOUCANWIN-related business.
- B. At all times, I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.
- C. I will not engage in activities that would bring disrepute to TOUCANWIN.COM, any Toucan corporate officer or employee, myself, or other Bidfluencers.
- D. I will not make discouraging or disparaging claims toward other TOUCANWIN.COM Bidfluencers. I will ensure that in all ToucanWin business dealings, I will refrain from engaging in negative language. I will refrain from making any defamatory statements.
- E. I will provide support and encouragement to my customers to ensure that their experience with TOUCANWIN.COM is successful. I understand that it is important to provide follow-up service and support to my network.
- F. I will correctly represent all the Bidfluencer commission plans available through TOUCANWIN.COM and the income potential expressed therein. I understand I may not use my income to indicate others' potential success or use compensation checks as marketing materials. I further understand that I may only disclose my ToucanWin income to recruit a potential Bidfluencer(s) after giving a copy of the Income Disclosure Statement to the potential Bidfluencer(s).
- G. I will abide by all of TOUCANWIN.COM's Policies & Procedures now and as they may be amended in the future.

1.2 - Policies Incorporated into Bidfluencer Agreement

These Policies and Procedures (hereafter "Policies"), in their present form and as amended at the sole discretion of TOUCANWIN.COM, are incorporated into and form an integral part of ToucanWin Bidfluencer Agreement (hereafter "Bidfluencer Agreement"). When the term "Agreement" is used throughout these Policies, it collectively refers to the TOUCANWIN.COM Bidfluencer Agreement, these Policies, and the TOUCANWIN.COM Bidfluencer commission plan. These documents are incorporated by reference into the Bidfluencer Agreement (all in their current form and amended by ToucanWin). It is the responsibility of each Bidfluencer to read, understand, adhere to, and ensure that

they are aware of and operating under the most current version of these Policies. When sponsoring a new Bidfluencer, it is the responsibility of the sponsoring Bidfluencer to provide the most current version of these Policies prior to his or her execution of the Bidfluencer Agreement.

1.3 - Changes to the Bidfluencer Agreement, Policies, and Procedures, or Bidfluencer commission plan

Because federal, state, and local laws and the business environment periodically change, TOUCANWIN.COM reserves the right to amend, in its sole and absolute discretion, the Agreement and the prices in its Product Price List. Notification of amendments shall appear in Official ToucanWin Materials. Modifications shall be effective upon publication in Official ToucanWin Materials, including but not limited to posting on Toucan's corporate website, email distribution, publication in ToucanWin newsletters, product inserts, or any other commercially reasonable methods. The continuation of a Bidfluencer's TOUCANWIN.COM business or a Bidfluencer's acceptance of bonuses or commissions constitutes acceptance of all amendments. *The ability to modify the Agreement does not extend to the dispute resolution section in these Policies (Section 9), as those provisions can only be changed by way of mutual consent.*

1.4 - Delays

TOUCANWIN.COM shall not be responsible for delays and failures in the performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riots, war, fire, flood, death, curtailment of a party's source of supply, or government decrees or orders.

1.5 –Policies and Provisions Severable

Suppose any provision of the Agreement, in its current form or as may be amended, is invalid or unenforceable for any reason. Only the invalid portion(s) of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect. They shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement.

1.6 –Waiver

Toucan never gives up its right to insist on compliance with the Agreement and the applicable laws governing the conduct of a business. No failure of TOUCANWIN.COM to exercise any right or power under the Agreement or to insist upon strict compliance by a Bidfluencer with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of ToucanWin's right to demand exact compliance with the Agreement. The waiver by TOUCANWIN.COM can be effectuated only in writing by an authorized officer of Toucan.

SECTION 2 – BECOMING A BIDFLUENCER

2.1 - Requirements to Become a Bidfluencer

To become a TOUCANWIN.COM Bidfluencer, each applicant must:

- A. Be of the age of majority in their state of residence;
- B. Reside in the United States or other countries in which ToucanWin.com has officially opened;
- C. Have a valid Social Security Number or Federal Tax Identification Number;

- D. Submit a properly completed and signed Bidfluencer Agreement to TOUCANWIN.COM via hard copy or by way of an electronic method (see Section 2.2 below).

2.2 - New Bidfluencer Registration by the Internet

A prospective Bidfluencer may self-enroll on the Sponsor's web site. In such event, instead of a physically signed Bidfluencer Agreement, TOUCANWIN.COM will accept the Agreement by accepting the "electronic signature" stating the new Bidfluencer has accepted the terms and conditions of the Bidfluencer Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Bidfluencer and TOUCANWIN.COM.

2.3 - Bidfluencer Benefits

Once a Bidfluencer Agreement has been accepted by TOUCANWIN.COM, the benefits of the Bidfluencer commission plan and the Bidfluencer Agreement are available to the new Bidfluencer. These benefits include the right to:

- A. Sell TOUCANWIN.COM services;
- B. Participate in the TOUCANWIN.COM Bidfluencer commission plan (and receive bonuses and commissions, if eligible);
- C. Sponsor other individuals as customers or Bidfluencers into the TOUCANWIN.COM business and thereby build an organization and progress through the TOUCANWIN.COM Bidfluencer commission plan;
- D. Receive periodic Corporate literature and other ToucanWin communications;
- E. Participate in TOUCANWIN.COM-sponsored support service training, motivational and recognition functions; and
- F. Participate in promotional and incentive contests and programs sponsored by TOUCANWIN.COM for its Bidfluencers.

2.4-Terms and Renewal of TOUCANWIN.COM Business

Bidfluencers must renew their Bidfluencer status by submitting an renewal fee of \$39. This payment is due on the anniversary of the Bidfluencer acceptance date. If the Bidfluencer allows his or her business to expire due to nonpayment of the renewal fee, the Bidfluencer will lose any and all rights to his or her network organization unless the Bidfluencer re-activates within thirty (30) days following the expiration of the Agreement.

If the former Bidfluencer re-activates within the 30 day time limit ("Grace Period"), the Bidfluencer will resume the rank and position held immediately prior to the expiration of the Bidfluencer Agreement. However, such Bidfluencer's paid as level will not be restored unless he or she qualifies at that payout level in the new month. The Bidfluencer is not eligible to receive commissions for the time period that the Bidfluencer's business was expired.

Any Bidfluencer whose Agreement has expired and lapsed the Grace Period is not eligible to reapply for a TOUCANWIN.COM business for six (6) months following the expiration of the Bidfluencer Agreement.

Any Bidfluencer terminated by TOUCANWIN.COM must go through the appeals and reinstatement process.

The network of the expired Bidfluencer will roll up to the immediate, active upline sponsor.

SECTION 3 – INCOME DISCLOSURE POLICY (IDS)

In an effort to conduct best business practices, TOUCANWIN.COM has developed the Income Disclosure Statement ("IDS"). The TOUCANWIN.COM IDS is designed to convey truthful, timely, and comprehensive information regarding the income that TOUCANWIN.COM Bidfluencers earn. To accomplish this objective, a copy of the IDS must be presented to all prospective Bidfluencers.

A copy of the IDS must be presented to a prospective Bidfluencer (someone who is not a party to a current TOUCANWIN.COM Bidfluencer Agreement) anytime the Bidfluencer commission plan is presented or discussed or any type of income claim or earnings representation is made.

The terms "income claim" and "earnings representation" (collectively "Income Claim") include any of the following: (1) statements of average earnings; (2) statements of non-average earnings; (3) statements of earnings ranges; (4) income testimonials; (5) lifestyle claims; and (6) hypothetical claims. Examples of "statements of non-average earnings" include, "Our number one Bidfluencer earned over a million dollars last year" or "Our average ranking Bidfluencer makes five thousand per month." An example of a "statement of earnings ranges" is "The monthly income for our higher-ranking Bidfluencers is ten thousand dollars on the low end to thirty thousand dollars a month on the high end."

In any meeting that is open to the public in which the Bidfluencer commission plan is discussed, or any type of income claim is made, you must provide every prospective Bidfluencer with a copy of the IDS. Copies of the IDS may be printed or downloaded without charge from the ToucanWin.com website at <http://www.toucanwin.com/>.

SECTION 4 – ADVERTISING

4.1 - Adherence to the TOUCANWIN.COM Bidfluencer commission plan

Bidfluencers must adhere to the TOUCANWIN.COM Bidfluencer commission plan as outlined in Official ToucanWin Materials. Bidfluencers shall not offer the TOUCANWIN.COM opportunity through or in combination with any other system, program, or marketing method other than that expressly stated in Official ToucanWin Materials. Bidfluencers shall not require or encourage other current or prospective customers or Bidfluencers to participate in TOUCANWIN.COM in any manner that varies from the program outlined in Official ToucanWin Materials. Bidfluencers shall not require or encourage other current or prospective Customers or Bidfluencers to execute any agreement or contract other than official TOUCANWIN.COM Agreements and contracts to become a ToucanWin Bidfluencer. Similarly, Bidfluencers shall not require or encourage other current or prospective Customers or Bidfluencers to make any purchase from or payment to any individual or other entity to participate in the TOUCANWIN.COM Bidfluencer commission plan other than those purchases or payments identified as recommended or required in Official ToucanWin Materials.

4.2 - Use of Sales Aids

To promote both the services and the opportunity TOUCANWIN.COM offers, Bidfluencers must use the sales aids and support materials produced and provided by Toucan. Suppose ToucanWin.com Bidfluencers develop their own sales aids and promotional materials (including Internet advertising), despite Bidfluencers' good intentions. In that case, they may unintentionally violate any number of statutes or regulations affecting a TOUCANWIN.COM business. Although they may be relatively few, these violations could jeopardize the TOUCANWIN.COM opportunity for all Bidfluencers. Accordingly, Bidfluencers must submit all written sales aids, promotional

materials, advertisements, websites, and other literature to Toucan for ToucanWin's approval before use. The request shall be denied unless the Bidfluencer receives specific written approval to use the material. All Bidfluencers shall safeguard and promote the good reputation of TOUCANWIN.COM and its services. The marketing and promotion of TOUCANWIN.COM, the TOUCANWIN.COM opportunity, the Bidfluencer commission plan, and TOUCANWIN.COM services shall be consistent with the public interest. They must avoid all discourteous, deceptive, misleading, unethical, or immoral practices.

4.3 -Intellectual Property

TOUCANWIN.COM will not allow the use of its trade names, trademarks, designs, or symbols outside of Corporate produced and approved sales aids by any person, including TOUCANWIN.COM Bidfluencers, without prior written authorization from Toucan. Furthermore, no Bidfluencer may use, publish, reproduce, advertise, sell, or display the name, picture or likeness, or voice of another Bidfluencer without prior written consent from the named Bidfluencer. This consent must be on file with ToucanWin's Compliance Department before use.

4.4 –Web Policy

If a Bidfluencer desires to utilize an Internet web page to promote their business, they may do so through ToucanWin authorized services only.

A. General

You must ensure your online marketing activities are truthful, are not deceptive, and do not mislead customers or potential Bidfluencers. Regardless of intent, websites and web promotion activities and tactics that mislead or are deceptive will not be allowed. This may include representation in any manner that you are an authorized representative for TOUCANWIN.COM, spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e., having the display URL of a PPC campaign appear to resolve to an official ToucanWin Corporate Site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. TOUCANWIN.COM will be the sole determinant of truthfulness regarding whether specific activities are misleading or deceptive.

B. Domain Names, Email Addresses, and Online Aliases

You cannot use or register domain names, email addresses, and online aliases that could cause confusion or be misleading or deceptive. They cause individuals to believe or assume the communication is from or is the property of TOUCANWIN.COM by showing up as the sender of an email.

Examples of the improper use include but are not limited to:

TOUCANWIN.COM@msn.com; wwwTOUCANWIN.COMDirect.com; www.facebook.comTOUCANWIN.COM or derivatives as described herein.

Examples of permitted URLs, email addresses, and online aliases might appear as follows:

facebook.com/iloveTOUCANWIN.COM; jimsmith@TOUCANWIN.COMBidfluencer.net.

Determinations as to what could cause confusion, mislead, or be considered deceptive are at the sole discretion of Toucan. If you question whether your chosen name is acceptable, you may submit it to Toucan Compliance Department for review before use at support@ToucanWin.com.

C. Approved Bidfluencer Websites

The term *Bidfluencer Website* refers to the replicated website offered by TOUCANWIN.COM or an approved vendor. The term *Social Media Website* refers to any site that is not explicitly prohibited within the terms and conditions, such as Facebook.com, Twitter.com, YouTube.com, personal blogs, or other personal websites. For a Bidfluencer to have a third-party website (i.e., a website not hosted on Toucan's servers), they must first seek prior written approval. Toucan strictly prohibits a Bidfluencer from using any third-party website without this prior written approval.

D. Online Classifieds

You may not use online classifieds (including Craigslist) or other online marketplaces (Amazon) to list, sell or promote specific TOUCANWIN.COM services. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring, and informing the public about the TOUCANWIN.COM opportunity, provided you follow the other requirements of this Agreement, such as identifying yourself as an independent representative of Toucan, only using approved images and versions of any trademarked logos and without using a fraudulent or misleading product or income claims. If a link or URL is provided, it must link to your Bidfluencer Website or your Social Media Website.

E. Online Retailing

Social Media Websites such as Facebook may also be used to promote your TOUCANWIN.COM business. You must provide approved ToucanWin links to your Bidfluencer replicated website for sales and order processing. All online sales of TOUCANWIN.COM services must be produced through the Bidfluencer Website or the Corporate website.

F. Banner Advertising

You may place banner advertisements on a website provided you use TOUCANWIN.COM-approved templates and images. All banner advertisements must link to your Bidfluencer Website. You may not use *blind* ads or web pages that make non-compliant product or income claims associated with ToucanWin services the business opportunity.

G. Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites, or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming, or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative, and relevant.

H. Social Networking Sites

You may use social networking websites (Facebook, LinkedIn, blogs, forums, and other social shared interest sites) to share information about the ToucanWin.com service, mission, and business opportunity, and prospecting and sponsoring. However, these sites may not be used to sell or offer to sell specific TOUCANWIN.COM services.

Profiles you generate in any social community where you mention or discuss TOUCANWIN.COM must identify you as an Independent Bidfluencer of Toucan and must appear as described herein. When participating in those communities, you must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. Determining what is inappropriate is at Toucan's sole discretion, and offending Bidfluencers will be subject to disciplinary action and termination.

You agree that you will immediately take down a non-compliant site at the request of Corporate. Appeals regarding compliance may be submitted after the site has been taken down. Appeals should be directed to the email address outlined in the dispute resolution policy.

I. Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to your Bidfluencer Website. The display URL must also be to your Bidfluencer Website and must not portray any URL that could lead the user to assume they are being led to a TOUCANWIN.COM Corporate site or be inappropriate or misleading.

J. TOUCANWIN.COM Bidfluencer Image Mandate

When using a Social Media Website, your profile and pages must contain:

- (i) A TOUCANWIN.COM Bidfluencer Logo from the approved templates.
- (ii) Your Name and Title (example: Joan Arc, Independent Bidfluencer, TOUCANWIN.COM).
- (iii) A link to your Bidfluencer Replicated website.

Although TOUCANWIN.COM brand themes and images are desirable for consistency, anyone landing on your page needs to understand that they are clearly at an Independent Bidfluencer site, not the Corporate page.

4.6 - Advertised Price

You may not advertise TOUCANWIN.COM's services at a price LESS than the highest ToucanWin published price of the equivalent service. No special enticement advertising is allowed. This includes but is not limited to offers of a free business, position, or other such offers that grant advantages beyond those available through Toucan.

4.7 - Generic Business Advertisements

If you advertise via newspaper or other advertising venues, the following rules apply:

- A. No advertisement may imply that a job, position, salary, or any type of employment is allowed.
- B. No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The TOUCANWIN.COM opportunity is not a job and may not be presented as such. Terms such as "manager trainee," "management positions available," "travel provided," "call for an interview," "positions available," "now hiring," and other misleading statements are not allowed.
- C. No specific income can be promised or implied, and any references to compensation must use the word "commissions" to indicate the independent contractor status of Bidfluencers.
- D. Advertisements may not contain references to TOUCANWIN.COM or its services and may not use any of Toucan's trademarks or trade names.

Any requests for variances from the above rules must be submitted to Toucan and approved in writing before publication. Please direct any inquiries to support@toucanwin.com.

4.8 -Media and Media Inquiries

Bidfluencers must not initiate any interaction with the media or attempt to respond to media inquiries regarding TOUCANWIN.COM, its services, or their independent TOUCANWIN.COM business. All questions by any media must be immediately referred to the ToucanWin Compliance department. This policy is designed to ensure that accurate and consistent information is provided to the public and an excellent public image.

4.9 - Unsolicited Email Communication

TOUCANWIN.COM does not permit Bidfluencers to send unsolicited emails unless such emails strictly comply with applicable laws and regulations, including, without limitation, the federal CAN-SPAM Act. Any email sent by a Bidfluencer that promotes TOUCANWIN.COM, Toucan opportunity, or ToucanWin services must comply with the following:

- A. There must be a functioning return email address to the sender.
- B. There must be a notice in the email that advises the recipient that they may reply to the email via the functioning return email address to request those future email solicitations or correspondence not be sent to them (a functioning "opt-out" notice).
- C. The email must include the Bidfluencer's physical mailing address.
- D. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- E. The use of deceptive subject lines and false header information is prohibited.
- F. All opt-out requests, whether received by email or regular mail, must be honored. If a Bidfluencer receives an opt-out request from an email recipient, the Bidfluencer must forward the opt-out request to Toucan. TOUCANWIN.COM may periodically send commercial emails on behalf of Bidfluencers. By

entering into the Bidfluencer Agreement, Bidfluencer agrees that Toucan may send such emails and that the Bidfluencer's physical and email addresses will be included in such emails as outlined above. Bidfluencers shall honor opt-out requests generated due to such emails sent by Toucan. Except as provided in this section, Bidfluencers may not use or transmit unsolicited emails or use an automatic telephone dialing system relative to the operation of their TOUCANWIN.COM businesses.

SECTION 5 – OPERATING A TOUCANWIN.COM BUSINESS.

5.1 - Business Entities

A corporation, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a TOUCANWIN.COM Bidfluencer by submitting a TOUCANWIN.COM Bidfluencer Application and Agreement along with its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the "Entity Documents") to TOUCANWIN.COM. A TOUCANWIN.COM business may change its status under the same Sponsor from an individual to a partnership, corporation, or trust, or from one type of entity to another. To do so, the Bidfluencer(s) must provide the Entity Documents to TOUCANWIN.COM. All shareholders, partners or trustees must sign the Bidfluencer Application. Members of the entity are jointly and severally liable for any indebtedness or other obligation to TOUCANWIN.COM.

5.1.1 - Changes to a Business Entity

Each Bidfluencer must immediately notify TOUCANWIN.COM of any changes to the type of business entity they utilize in operating their TOUCANWIN.COM business and the addition or removal of business associates. A TOUCANWIN.COM business may change its status under the same Sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. The Bidfluencer Agreement form must be signed by all shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to TOUCANWIN.COM.

5.1.2 - Change Of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Bidfluencers, TOUCANWIN.COM rarely allows changes in sponsorship, with the rare exception of direct line changes (meaning placement is not affected). A direct line change request must be made by submitting a completed Sponsor Change Request Form within thirty (30) days from enrollment and must come from the current listed Sponsor.

5.1.3 - Change Of Placement

A request for a change of placement must be submitted within thirty (30) days of the date of enrollment and must be requested by the current listed Sponsor. A Bidfluencer can only be moved inside of the same Sponsor's organization. If approved, a Bidfluencer is placed in the first available open bottom position on the change's date. Bidfluencers who have earned commissions or achieved rank are not eligible for placement changes. Please note that decisions made for any change request (Sponsor or placement) are at the sole discretion of TOUCANWIN.COM.

5.2 - Unauthorized Claims and Action

5.2.1 - Indemnification

A Bidfluencer is fully responsible for all of their verbal and written statements regarding TOUCANWIN.COM services and the Bidfluencer commission plan, which are not expressly contained in Official ToucanWin

Materials. Bidfluencers agree to indemnify TOUCANWIN.COM and hold it harmless from any liability, including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by ToucanWin.com a result of the Bidfluencer's unauthorized representations or actions. This provision shall survive the cancellation of the Bidfluencer Agreement.

5.2.2 –Endorsements of ToucanWin.com Services

No claims as to any services offered by TOUCANWIN.COM may be made except those contained in Official ToucanWin Materials.

5.3 - Conflicts

5.3.1 – Non- solicitations

TOUCANWIN.COM Bidfluencers can participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, during this Agreement, Bidfluencers may not directly or indirectly recruit other TOUCANWIN.COM Bidfluencers or Customers other than those they have personally sponsored for any other Network Marketing business. Following the cancellation of a Bidfluencer Agreement, and for one (1) calendar year after that, except for a Bidfluencer who the former Bidfluencer personally sponsors, a former Bidfluencer may not recruit any TOUCANWIN.COM Bidfluencer or Customer for another Network Marketing business.

5.3.2 - Sale of Competing Goods or Services

During this Agreement and six (6) months after that, Bidfluencers must not sell or attempt to sell any competing non-ToucanWin programs or services to TOUCANWIN.COM Customers or Bidfluencers. Any program, product, service, or direct selling opportunity in the same generic categories as Toucan services are deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

5.3.3 - Targeting Other Direct Sellers

Should Bidfluencers engage in solicitation or enticement of members of another direct sales ToucanWin to sell or distribute TOUCANWIN.COM services, they risk being sued by the other direct sales ToucanWin. Suppose any lawsuit, arbitration, or mediation is brought against a Bidfluencer alleging that they engaged in inappropriate recruiting activity of its sales force or Customers. In that case, ToucanWin will not pay any of Bidfluencer's defense costs or legal fees, nor will TOUCANWIN.COM indemnify the Bidfluencer for any judgment, award, or settlement.

5.3.4 - Privacy and Confidentiality

All Bidfluencers are required to abide by Toucan's privacy policy with regard to Bidfluencer and Customer information.

5.3.5- The Data Management Rule

The Data Management Rule is intended to protect the Line of Sponsorship (LOS) for the benefit of all Bidfluencers and TOUCANWIN.COM. LOS information is information compiled by TOUCANWIN.COM that discloses or relates to all or part of the specific sponsorship arrangement within Toucan business, including, without limitation, Bidfluencer lists, sponsorship trees, and all Bidfluencer information generated from there, in its present and future forms. Toucan LOS, constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. ToucanWin is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through considerable time, effort, and resources by ToucanWin and its Bidfluencers. Through this Rule, Bidfluencers are granted a personal, non-exclusive, non-transferable, and revocable right by ToucanWin to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies. Toucan reserves the right to deny or revoke this right upon reasonable notice to the Bidfluencer stating the reason(s) for such denial or revocation whenever, in the reasonable opinion of TOUCANWIN.COM, such is necessary to protect the confidentiality or value of Proprietary Information. All Bidfluencers shall maintain Proprietary Information in the strictest confidence and take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain confidentiality.

5.4 -Cross Sponsoring

Actual or attempted cross-group sponsoring is strictly prohibited. "Cross-group sponsoring" is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or Bidfluencer Agreement on file with TOUCANWIN.COM or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal Tax Identification Numbers, or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not restrict the transfer of a TOUCANWIN.COM business per the "Sale, Transfer or Assignment of TOUCANWIN.COM Business" section of these Policies.

5.5 -Governmental Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Bidfluencers shall not represent or imply that TOUCANWIN.COM or its Bidfluencer commission plan have been "approved," "endorsed," or otherwise sanctioned by any government agency.

5.6 -Identification

All Bidfluencers must provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to ToucanWin.com either on the Bidfluencer Agreement or at Toucan's request. Upon enrollment, Toucan will provide a unique Bidfluencer Identification Number to the Bidfluencer by which they will be identified. This number will be used to place orders and track commissions and bonuses.

5.7 - Income Taxes

Every year, TOUCANWIN.COM will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service. Each Bidfluencer is responsible for paying local, state, and federal taxes on any income generated as a Bidfluencer. If a ToucanWin business is tax-

exempt, the Federal Tax Identification Number must be provided to TOUCANWIN.COM. Any Bidfluencer that does not provide a valid social security number is subject to the federal backup withholding laws, and 28% of their commissions and bonus will be withheld and submitted to the IRS.

5.8 - Independent Contractor Status

You are an independent contractor. You are not an agent, employee, partner, or joint venture with Toucan. You may not represent yourself as anything other than an Independent Bidfluencer. You have no authority to bind Toucan to any obligation. You are responsible for paying your self-employment taxes, federal income taxes, and other taxes. It would be best to obey any federal, state, and local laws and ToucanWin rules and regulations pertaining to your independent ToucanWin.com business or the acquisition, receipt, holding, selling, distributing, or advertising TOUCANWIN.COM's services or opportunity.

Bidfluencers may not answer the telephone by saying "TOUCANWIN.COM," "TOUCANWIN.COM Corporate," or in any other manner that would lead the caller to believe that they have reached TOUCANWIN.COM's corporate offices. A Bidfluencer may only represent that they are an independent Bidfluencer of Toucan. Therefore, all correspondence and business cards relating to or in connection with a Bidfluencer's TOUCANWIN.COM business shall contain the Bidfluencer's name followed by the term "Bidfluencer."

5.9–Bonus Buying

Paying for the same service more than once solely to collect bonuses or achieve rank is prohibited.

5.10 – Stacking

Stacking is the unauthorized manipulation of the TOUCANWIN.COM compensation system and the marketing plan to trigger commissions or cause promotion of a network Bidfluencer in an unearned manner. One example of stacking occurs when a sponsor places participants under an inactive network participant (who may not know or have any relationship with the clients) to trigger unearned qualifications for commissioning. Another example of stacking is the manipulative placement of Bidfluencers within a network organization to trigger a promotion. Stacking is unethical and unacceptable behavior. It is a punishable offense with measures up to and including the termination of the Bidfluencer's positions of all individuals found to be directly involved.

5.11 - One TOUCANWIN.COM Business Per Bidfluencer

A Bidfluencer may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one TOUCANWIN.COM business. No individual may have, operate or receive compensation from more than one TOUCANWIN.COM business. Individuals of the same family unit may enter into or be interested in their own separate TOUCANWIN.COM businesses if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

5.12 - Succession

Upon the death or incapacitation of a Bidfluencer, their business may be passed to a designated heir(s). To ensure the transfer is proper, appropriate legal documentation must be submitted to Toucan. Whenever a WILL OR OTHER TESTAMENTARY PROCESS TRANSFERS A TOUCANWIN.COM BUSINESS, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Bidfluencer's marketing organization, provided the following qualifications are met. The successor(s) must:

- Execute a Bidfluencer Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Bidfluencer's rank/status;
- Provide TOUCANWIN.COM with an "address of record" to which all bonus and commission checks will be sent. Bonus and commission checks of a ToucanWin business transferred pursuant to this section will be jointly paid to the successor(s) in a single check.
- Form a business entity and acquire a federal Taxpayer Identification Number, if the business is bequeathed to joint successors. TOUCANWIN.COM will issue all bonus and commission checks and one 1099 to the business entity.

5.13 - Sale, Transfer, or Assignment of a ToucanWin.com Business

Although a TOUCANWIN.COM business is a privately owned, independently operated business, the sale, transfer, or assignment of a TOUCANWIN.COM business is subject to certain limitations. If a Bidfluencer wishes to sell their TOUCANWIN.COM business, the following criteria must be met:

- A. Protection of the existing line of sponsorship must always be maintained so that the TOUCANWIN.COM business continues to be operated in that line of sponsorship;
- B. The buyer or transferee must become a qualified TOUCANWIN.COM Bidfluencer. If the buyer is an active TOUCANWIN.COM Bidfluencer, they must first terminate their ToucanWin business and wait three (3) calendar months before acquiring any interest in the new TOUCANWIN.COM business;
- C. Before the sale, transfer, or assignment can be finalized and approved by TOUCANWIN.COM, any debt obligations the selling Bidfluencer has with Toucan must be satisfied; and
- D. The selling Bidfluencer must be in good standing and not in violation of any of the terms of the Agreement to be eligible to sell, transfer, or assign a TOUCANWIN.COM business.

Prior to selling a TOUCANWIN.COM business, the selling Bidfluencer must notify Toucan's Compliance department of their intent to sell the TOUCANWIN.COM business. No changes in line of sponsorship can result from the sale or transfer of a TOUCANWIN.COM business. A Bidfluencer may not sell, transfer, or assign portions of their business—the position must be sold in its entirety.

5.14 - Separation of a TOUCANWIN.COM Business

TOUCANWIN.COM Bidfluencers sometimes operate their TOUCANWIN.COM businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Bidfluencers and Toucan in a timely fashion, TOUCANWIN.COM will involuntarily terminate the Bidfluencer Agreement.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- A. One of the parties may, with the consent of the other(s), operate the TOUCANWIN.COM business according to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize TOUCANWIN.COM to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- B. The parties may continue to operate the TOUCANWIN.COM business jointly on a "business-as-usual" basis .upon, all compensation paid by Toucan will be paid according to the status quo as it existed before the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the above format. Toucan will never remove a party to a position from a Bidfluencer account without that party's written permission and signature. Under no circumstances will the network organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will TOUCANWIN.COM split commission and bonus checks between divorcing spouses or members of dissolving entities. TOUCANWIN.COM will recognize only one network organization and issue only one commission check per ToucanWin business per commission cycle. Commission checks shall always be given to the same individual or entity. Suppose parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by Toucan. In that case, the Bidfluencer Agreement shall be involuntarily cancelled. Suppose a former spouse has completely relinquished all rights in the original ToucanWin.com business according to the divorce. In that case, they are free to enroll under any sponsor of their choosing without waiting three (3) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait three (3) calendar months from the date of the final dissolution before re-enrolling as a Bidfluencer. However, the former spouse or business affiliate shall have no rights to any Bidfluencers in their former organization or to any former customer. They must develop the new business in the same manner as any other new Bidfluencer.

5.15- Sponsoring

All Active Bidfluencers in good standing have the right to sponsor and enroll others into TOUCANWIN.COM. Each prospective Customer or Bidfluencer has the ultimate right to choose their Sponsor. If two Bidfluencers claim to be the Sponsor of the same new Bidfluencer or customer, Toucan shall regard the first application received by Toucan as controlling.

SECTION 6 – RESPONSIBILITIES OF BIDFLUENCERS

6.1 - Change of Address, Telephone, Email-Address

To ensure timely communications, delivery of support materials and commission checks, it is critically important that the TOUCANWIN.COM's files are current. Bidfluencers planning to move or change their email address must submit an amended Bidfluencer Agreement complete with the new information.

6.2 – Sponsoring Bidfluencer Responsibilities

6.2.1 – Initial Training

Any Bidfluencer who sponsors another Bidfluencer into TOUCANWIN.COM must perform a bona fide assistance and training function to ensure that their network is properly operating their TOUCANWIN.COM business. Bidfluencers must provide the most current version of the Policies, the Income Disclosure Statement, and

Bidfluencer commission plan to individuals whom they are sponsoring to become Bidfluencers before the applicant signs a Bidfluencer Agreement.

6.2.2 – Ongoing Training Responsibilities

Bidfluencers must monitor the Bidfluencers in their network organizations to ensure that network Bidfluencers do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Bidfluencer should be able to provide documented evidence to Toucan of their ongoing fulfillment of the responsibilities of a Sponsor.

6.3 – Nondisparagement

Bidfluencers must not disparage, demean, or make negative remarks about TOUCANWIN.COM, other TOUCANWIN.COM Bidfluencers, TOUCANWIN.COM's services, the Bidfluencer commission plan, or TOUCANWIN.COM's owners, board members, directors, officers, or employees.

6.4 - Reporting Policy Violations

Bidfluencers observing a policy violation by another Bidfluencer should submit a written report of the violation directly to the attention of Toucan Compliance department, complete with all supporting evidence and pertinent information. It is essential to understand that submitted information will be kept confidential.

SECTION 7 – COMMISSIONS AND REFUND POLICY

7.1 - Bonus and Commission Qualifications

To qualify to receive commissions and bonuses, a Bidfluencer must be in good standing and comply with the terms of the Agreement and these Policies. A Bidfluencer will be eligible to receive commissions and bonuses so long as they produce **[INSERT TERMS OF HOW A BIDFLUENCER STAYS ACTIVE TO EARN COMMISSIONS]**. A Bidfluencer **[is/is not]** required to maintain a personal membership but may do so if desired for purposes of this section.

7.2 - Errors or Questions

Suppose a Bidfluencer has questions about or believes any errors have been made regarding commissions, bonuses, Network Activity Reports, or charges. In that case, the Bidfluencer must notify TOUCANWIN.COM in writing within **[INSERT TIME]** **(#)** days of the date of the purported error or incident in question. TOUCANWIN.COM will not be responsible for any errors, omissions, or problems not reported to Toucan within **(#)** days.

7.3 - Bonus Buying Prohibited

Bonus buying is strictly prohibited. Bonus buying includes: (i) the enrollment of individuals or entities without the knowledge of or execution of a Bidfluencer Agreement by such individuals or entities; (i) the fraudulent enrollment of an individual or entity as a Bidfluencer or Customer; (iii) the enrollment or attempted enrollment of non-existent individuals or entities as Bidfluencers or Customers ("phantoms"); (iv) purchasing TOUCANWIN.COM services on behalf of another Bidfluencer or Customer, or under another Bidfluencer's or Customer's I.D. number, to qualify for commissions or bonuses; and (v) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end-user consumers.

7.4 - Reports

All information provided by TOUCANWIN.COM, including but not limited to personal sales volume (or any part thereof) and network sponsoring activity, is believed to be accurate and reliable. Nevertheless, due to various factors, including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments, a Bidfluencer whose Bidfluencer Agreement is canceled shall receive commissions and bonuses only for the last full pay period they worked before cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A TOUCANWIN.COM participant has a right to cancel, regardless of the reason. Cancellation must be submitted in writing or via email to Toucan at support@toucanwin.com.

7.5 – Refund Policy

TOUCANWIN.COM offers a [INSERT TIME] (#) day satisfaction guarantee on all initial fees paid to Toucan. All subsequent fees are nonrefundable. When a Bidfluencer requests a refund, the bonuses and commissions attributable to the refunded service will be deducted from the Bidfluencer who received bonuses or commissions on such sales. Deductions will occur in the month when the refund is given and continue every pay period until the commission is recovered.

SECTION 8 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a Bidfluencer that, in the sole discretion of Toucan, may damage its reputation or goodwill (such damaging act or omission need not be related to the Bidfluencer's ToucanWin.com business), may result, at ToucanWin.com's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Bidfluencer to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Withholding from a Bidfluencer all or part of the Bidfluencer's bonuses and commissions during the period that ToucanWin.com is investigating any conduct allegedly contrary to the Agreement. If a Bidfluencer's business is canceled for disciplinary reasons, the Bidfluencer will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Bidfluencer Agreement for one or more pay periods;
- Involuntary termination of the offender's Bidfluencer Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which ToucanWin.com deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Bidfluencer's policy violation or contractual breach;

- Instituting legal proceedings for monetary and equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of ToucanWin.com.

8.2 - Mediation

Before instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One mutually acceptable individual to the parties shall be appointed as mediator. The mediator's fees and costs and the costs of holding and conducting the mediation shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least thirty (30) days before the mediation. Each party shall pay attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the city of Basseterre, in the country of Nevis, and shall last no more than two (2) business days.

8.3 - Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Bidfluencers waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in [INSERT CITY], [INSERT STATE]. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This Agreement to arbitration shall survive any termination or expiration of the Agreement.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

Nothing in these Policies and Procedures shall prevent [INSERT TOUCANWIN from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect [INSERT TOUCANWIN's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

8.4 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Basseterre, country of Nevis. The International Commercial Arbitration shall govern all matters relating to arbitration. The laws of Nevis shall govern all other matters relating to or arising from the Agreement. **Notwithstanding the foregoing, and the arbitration provision in this Agreement, residents of the State of Louisiana shall be entitled to bring an action against [INSERT TOUCANWIN in their home forum and pursuant to Louisiana law.**

SECTION 10 – EFFECT OF CANCELLATION

9.1- Effect of Cancellation and Termination

So long as a Bidfluencer remains active and complies with the Bidfluencer Agreement and these Policies, ToucanWin.com shall pay commissions to such Bidfluencer per the Bidfluencer commission plan. A Bidfluencer's bonuses and commissions constitute the entire consideration for the Bidfluencer's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a network organization). Following a Bidfluencer's non-continuation of his or her Bidfluencer Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Bidfluencer Agreement (all of these methods are collectively referred to as "Cancellation"), the former Bidfluencer shall have no right, title, claim or interest to the network organization which he or she operated, or any commission or bonus from the sales generated by the organization. Bidfluencers waive all rights, including, but not limited to, property rights, in the network which they may have had. Following a Bidfluencer's cancellation of their Bidfluencer Agreement, the former Bidfluencer shall not hold him or herself out as a ToucanWin.com Bidfluencer and shall not have the right to sell ToucanWin.com products or services. A Bidfluencer whose Bidfluencer Agreement is canceled shall receive commissions and bonuses only for the last pay period they worked before cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A ToucanWin participant has a right to cancel, regardless of the reason. Cancellation must be submitted in writing to Toucan at its principal business address or via email. The written notice must include the Bidfluencer's signature, printed name, address, and Bidfluencer ID Number.

9.2- Non-Renewal

A Bidfluencer may also voluntarily cancel their Bidfluencer Agreement by failing to pay the renewal fee. Bidfluencers have a 60 day grace period to comply for failure to pay the administrative fee.

SECTION 10 – DEFINITIONS

AGREEMENT: The contract between Toucan and each Bidfluencer, which includes: (i) the Bidfluencer Agreement; (ii) TOUCANWIN.COM Policies and Procedures; and (iii) the TOUCANWIN.COM Bidfluencer commission plan, all in their current form and as amended by TOUCANWIN.COM in its sole discretion. These documents are collectively referred to as the "Agreement."

CANCEL: The termination of a Bidfluencer's business. Cancellation may be either voluntary, involuntary, [or through non-renewal].

BIDFLUENCER COMMISSION PLAN: The guidelines and referenced literature describe how Bidfluencers can generate commissions and bonuses.

CUSTOMER: A Customer who purchases TOUCANWIN.COM services and does not engage in building a business or selling the service.

BIDFLUENCER: An individual who purchases product, and generates sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by TOUCANWIN.COM provides critical data relating to the identities of Bidfluencers, sales information, and enrollment activity of each Bidfluencer's organization. This report contains confidential and trade secret information which is proprietary to TOUCANWIN.COM.

ORGANIZATION: The Customers and Bidfluencers are placed below a particular Bidfluencer.

OFFICIAL TOUCANWIN MATERIAL: TOUCANWIN.COM Literature, audio or videotapes, and other materials developed, printed, published, and distributed by TOUCANWIN.COM to its Bidfluencers.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of TOUCANWIN.COM's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another TOUCANWIN.COM Bidfluencer or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

SPONSOR: A Bidfluencer who enrolls a Customer or another Bidfluencer into Toucan, and is listed as the Sponsor on the Bidfluencer Agreement. The act of enrolling others and training them to become Bidfluencers is called "sponsoring."

UPLINE: This term refers to the Bidfluencer or Bidfluencers above a particular Bidfluencer in a sponsorship lineup to Toucan. It is the line of sponsors that links any specific Bidfluencer to Toucan.