

## Sample Representative Rules & Regulations

The Rules and Regulations (referred to as the “Rules”) herein seek to spell out the rights, duties and obligations of registered **Sample Representatives** (referred to as the “REP” or “REPS”) of ENCAFF PRODUCTS, INC. (referred to as “Encaff”) in the course of carrying out their business with Encaff.

All REPS are expected to abide by the Rules at all times and are therefore advised to familiarize themselves with these rules. Furthermore, each REP must also be informed that Encaff has the rights to terminate the REP who violates the Rules or any term thereof. Encaff also reserves the right to change or amend the Rules, wholly or partly, as deemed proper and necessary.

### THE REP

#### Application for REP

1. Any person who is at least 20 years of age, an enrolled college student may apply to be a REP
2. All REPS must complete the Sampling REP Application Form
3. A duly completed Sampling REP Application Form signifies the applicant’s acceptance of all the terms of the Rules herein. Encaff nonetheless has the sole prerogative whether to accept or reject the application.
4. A newly registered REP is required to go through an interview process conducted by the Encaff Management Team
5. Upon acceptance to become a REP, an ID code will be issued to each REP and he/she will be provided with a Sample Kit with the following contents:
  - 500 sample stix attached on sample cards
  - 1 Encaff Energy Stix™ T-Shirt
  - ID code that must be put onto every sample card by the Sample Representative to insure the representative receives full credit for purchases on the website. **This is YOUR personal ID code to insure you get credit for your sales!**
  - Thank You & Welcome Letter
  - General Script on what to say when handing out samples
  - Copy of “Vacation of a Lifetime” trip brochure
  - Rules & Regulations

#### REP’S Moral Code

Each REP must acknowledge that as a REP of Encaff *he/she is expected to abide by* the rules and etiquette that govern his/her business with Encaff *and must not violate them.*

Furthermore, he/she must sincerely commit oneself to the following REPS’ Moral Code:

- a. To be truthful and honest in all his/her endeavors particularly in his/her dealings with a customer and Encaff

- b. To strictly observe all the rules and regulations enforced by Encaff and not to violate them
- c. To refrain from directly or indirectly misleading customers or verbally or non-verbally misrepresenting the company
- d. To properly behave at all times and not to commit any act which may put his/her dignity or Encaff's reputation to prejudice or ridicule

#### REP'S Business Account

1. Encaff's membership is not lifetime, it is a temporary membership and renewal is a discretion of Encaff company
2. Renewal is only accepted on the terms that the Management Team grants the renewal
3. A registered REP shall be assigned with his/her own ID code which he/she will use in tracking his/her performance
4. Encaff strictly prohibits double distributorship or double registration. A REP should maintain only one (1) ID code with Encaff. Encaff may terminate or cancel any other account found to be operated by the REP aside from his/her first registration.
5. If however, a REP is able to successively achieve his/her first initial goal, a REP then may request to re-apply for a new ID code to achieve a secondary goal which will be determined by the Encaff Management Team
6. Encaff is not responsible for any travel, food, drink, or any expenses

#### Promoting and Selling the Product as REP

1. Each REP is expected to be actively involved in the promotion and sale of Encaff's products.
2. A REP must be honest in promoting Encaff's products and Marketing Plan. He/she is also expected to develop his/her own network of consumers in line with the requirements of Encaff's Marketing Plan.
3. In making a presentation of Encaff's product, must explain to the customer all the instructions and cautions relating to product usage as specified in the product labels or literature.
4. A REP must not misquote, misinterpret or misrepresent the quality or performance of Encaff's products. A REP is only allowed to make claims that are only indicated in the published Encaff's official product literature. Encaff reserves the right to claim indemnity against any REP in respect of any costs or expenses arising from any misquotation, misinterpretation, misrepresentation or undue claim as the case may be.
5. A REP must not introduce any of Encaff's products as a medicine that could cure a disease.
6. A REP must not knowingly provide samples to minors, pregnant women, or people sensitive to caffeine.

#### THE REWARD

1. Your goal is to sell the equivalency of 50 cases of Encaff Energy Stix™ from the Encaff Energy website ([www.ENCAFFENERGY.com](http://www.ENCAFFENERGY.com)). All sales will be tracked using your personal ID code. Equivalency of 50 cases is as follows:
  - One 8ct Encaff Energy Stix™ = 8 pts
  - One 24ct Encaff Energy Stix™ = 24 pts
  - One 48ct Encaff Energy Stix™ = 48 pts
2. For every 48 pts, you successfully sold ONE CASE. A minimum of 2,400 pts or 50 cases must be achieved to earn a “Vacation of a Lifetime” trip voucher

#### Other Duties & Responsibilities of a REP

1. A REP is not an employee, agent or representative of Encaff. Hence, a REP must represent himself as an independent REP and must not claim to be an employee, agent or representative of Encaff Products, INC.
2. Stockpiling of Encaff's products is prohibited and no REP must engage in such activity.
3. A REP is not authorized to enter into any agreement or make an offer of settlement involving Encaff to settle any complaint regarding the use or misuse of Encaff's products.

#### Transfer of REP

1. A REP may not combine the number of cases sold with another REP in order to earn the “Vacation of a Lifetime”

#### Termination/Cancellation of Rep

1. Encaff reserves the right to terminate any REP if a REP is found to violate or infringe any of the company rules and regulations or any term thereof.
2. A REP who wish to self-terminate or resign his/her REP must contact the Encaff Management Team prior to terminate and must ship back the remaining sample product
3. A REP who self-terminated his/her agreement may not re-apply with Encaff unless extreme circumstances forced said person to self-terminate. In such case, Encaff reserves the right to accept and reject any Sample REP application.
4. Upon any termination of REP, the REP automatically losses all his/her rights to any privileges, that he/she was previously entitled.
5. A Rep, who has successfully re-applied as a member again, shall start anew and must develop and operate his/her new network of customers and may encourage or entice his/her former customers to join his/her new network.

Encaff Products, Inc. is not affiliated with or associated with Travel America Vacations. Encaff Products, Inc. does not assume any liability or responsibility for any claims, losses, damages, costs or any expenses arising out of personal injury, accident or death, lost, damaged or delay of luggage or any other property, delay or inconvenience, loss of employment, upset, disappointment or any other acts of God, terrorism, or any circumstances.

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