

## TRUCONNECT DIRECT INDEPENDENT AGENT CODE OF CONDUCT

TruConnect Direct (hereinafter referred to as “TruConnect Direct” or “Company”) hereby sets forth the principles and practices to which all Independent Agents must adhere to in conducting their business related to the marketing, sales, distribution and support of TruConnect Direct products and services. Any violation of any provision within this Code of Conduct by an Independent Agent may be considered grounds for immediate termination for cause of the Independent Agent’s contract with the Company.

*First*, Independent Agents shall not engage in any deceptive, false, unethical, unfair or unlawful consumer sales, marketing or recruiting practices.

*Second*, Independent Agents must comply with all requirements of the law, including, but not limited to, the Federal Communications Commission’s Lifeline Program rules, 47 C.F.R. § 54.400 *et seq.*

*Third*, Independent Agents shall conduct themselves in a professional and courteous business manner at all times during which they are acting in their capacity as an Independent Agent for TruConnect Direct.

*Fourth*, information provided by Independent Agents about TruConnect Direct and/or its products and services must always be accurate and complete. Independent Agents shall not make any representation that cannot be substantiated, nor make any commitment that cannot be fulfilled in a timely manner.

*Fifth*, Independent Agents shall not use any unapproved marketing materials. All marketing materials must either be provided by TruConnect Direct or be approved, in writing, by TruConnect Direct’s marketing and regulatory departments.

*Sixth*, all Independent Agents are required to immediately report any alleged or suspected instance of waste, fraud and/or abuse related to any activities of TruConnect Direct, from any source. Reporting of these events may be made to TruConnect Direct, using the email address, [agentsupport@truconnectdirect.com](mailto:agentsupport@truconnectdirect.com). TruConnect Direct will, at the informant’s request, protect and keep confidential the identity of the informant. Failure to report such instances as directed in this section may be considered grounds for immediate termination for cause of the Independent Agent’s contract with the Company

*Seventh*, Independent Agents agree to cooperate and work fully with TruConnect Direct, state and federal law enforcement authorities, the FCC, USAC, the state public utility commission and/or any other legal or regulatory authority having jurisdiction over the Company’s programs, products and services.