

NUI International

Policies and Procedures

Effective September 1, 2019

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SECTION 1 - CORPORATE MISSION STATEMENT

As a Nui Nation, we seek to unite a community of crypto enthusiasts, early adopters, experts, and influencers who share our vision and are ready to take part in the fastest growing network on the planet. Join us on the front lines of the blockchain revolution, to create a life and a world that is bigger, better, more.

SECTION 2 - INTRODUCTION

2.1 - Purpose of the Affiliate Agreement and the Policies and Procedures

The purposes of the Affiliate Agreement and the Policies and Procedures include the following:

- ❖ To assist Affiliates in building and protecting their businesses;
- ❖ To protect NUI International and its Affiliates from legal and regulatory risks;
- ❖ To establish standards of acceptable behavior;
- ❖ To set forth the rights, privileges, and obligations of NUI International and its Affiliates; and
- ❖ To define the relationship between NUI International and its Affiliates.

2.2 - Policies and Compensation Plan Incorporated into Affiliate Agreement

These Policies and Procedures and the Compensation Plan, in their present form and as amended by Venture Group Holdings, LLC (doing business as “NUI International” [hereafter “NUI International” or the “Company”]), are incorporated into, and form an integral part of, the NUI International Independent Affiliate Application and Agreement (“Affiliate Agreement”). It is the responsibility of each Affiliate to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the NUI International Affiliate Application and Agreement (including the Terms and Conditions), these Policies and Procedures, the NUI International Compensation Plan, and the NUI International Business Entity Addendum (if applicable). These documents are incorporated by reference into the NUI International Affiliate Agreement (all in their current form and as amended by NUI International).

2.3 - Changes to the Agreement

NUI International reserves the right to amend the Agreement, the Compensation Plan, and its prices in its sole and absolute discretion. By executing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that NUI International elects to make. Amendments shall be effective thirty (30) days after publication of notice that the Agreement has been modified. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) posting in Affiliates’ back-offices; (4) inclusion in Company periodicals; (5) inclusion in product orders or

bonus checks; or (6) special mailings. The continuation of an Affiliate's NUI International business, the acceptance of any benefits under the Agreement, or an Affiliate's acceptance of bonuses or commissions constitutes acceptance of all amendments.

2.4 - Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be 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. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

2.5 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of NUI International to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate 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 NUI International right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an Affiliate against NUI International shall not constitute a defense to NUI International's enforcement of any term or provision of the Agreement.

2.6 - Company Use of Information

By submitting an Affiliate Application and Agreement that is accepted by NUI International, the Affiliate consents to allow NUI International, its affiliates, and any related company to: (a) process and utilize the information submitted in the Affiliate Application and Agreement (as amended from time to time) for business purposes related to the NUI International business; and (2) disclose, now or in the future, such Affiliate information to companies which NUI International may, from time to time, deal with to deliver information to an Affiliate to improve its marketing, operational, and promotional efforts. An Affiliate has the right to access his or her personal information via his or her respective back office, and to submit updates thereto.

SECTION 3 - BECOMING AN AFFILIATE

3.1 - Requirements to Become an Affiliate

To become a NUI International Affiliate, each applicant must:

- ❖ Be at least 18 years of age;
- ❖ Reside in one of the territories or country that NUI International has officially announced is open for business;
- ❖ Provide NUI International with his/her valid Federal Tax ID number;
- ❖ Purchase a NUI International Business Kit
- ❖ Submit a properly completed Affiliate Application and Agreement to NUI International either in hard copy or online format agreeing with the terms and conditions.

NUI International reserves the right to accept or reject any Affiliate Application and Agreement for any reason or for no reason.

3.2 - Starter Kit/Business Kit/Enrollment Fee and Product Purchases

With the exception of a Starter Kit/Business Kit/Enrollment Fee, no person is required to purchase NUI International products, services or sales aids, or to pay any charge or fee to become an Affiliate. In order to familiarize new Affiliates with NUI International products, services, sales techniques, sales aids, and other matters, the Company recommends/requires that they purchase a Starter Kit. NUI International will repurchase resalable kits from any Affiliate who terminates his or her Affiliate Agreement pursuant to the terms of Section 8.3.

3.3 - Affiliate Benefits

Once an Affiliate Application and Agreement has been accepted by NUI International, the benefits of the Compensation Plan and the Affiliate Agreement are available to the new Affiliate. These benefits include the right to:

- ❖ Recommend NUI International products and services;
- ❖ Participate in the NUI International Compensation Plan (receive bonuses and commissions, if eligible);
- ❖ Sponsor other individuals as Customers or Affiliates into the NUI International

business and thereby, build a marketing organization and progress through the NUI International Compensation Plan;

- ❖ Receive periodic NUI International literature and other NUI International communications;
- ❖ Participate in NUI International-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- ❖ Participate in promotional and incentive contests and programs sponsored by NUI International for its Affiliates.

3.4 - Term and Renewal of Your NUI International Business

The term of the Affiliate Agreement is one year from the date of its acceptance by NUI International (subject to reclassification for inactivity after six months pursuant to Section 11.2). Affiliates must renew their Affiliate Agreement each year by paying an annual renewal fee of \$50 USD on or before the anniversary date of their Affiliate Agreement. If the renewal fee is not paid within thirty (30) days after the expiration of the current term of the Affiliate Agreement, the Affiliate Agreement will be automatically terminated. Affiliates may elect to utilize the Automatic Renewal Program (“ARP”). Under the ARP, the renewal fee will be charged to the Affiliate’s credit card on file with the Company. Affiliates without a credit card or bank account must renew by phone or mail. NUI International shall have the right in its sole and absolute discretion not to accept the Agreement or any renewal of it.

SECTION 4 - OPERATING A NUI INTERNATIONAL BUSINESS

4.1 - Adherence to the NUI International Compensation Plan

Affiliates must adhere to the terms of the NUI International Compensation Plan as set forth in official NUI International literature. Affiliates shall not offer the NUI International opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official NUI International literature. Affiliates shall not require or encourage other current or prospective Customers or Affiliates to execute any agreement or contract other than official NUI International agreements and contracts in order to become a NUI International Affiliate. Similarly, Affiliates shall not require or encourage other current or prospective Customers or Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the NUI International Compensation Plan other than those purchases or payments identified as recommended or required in official NUI International documents or literature.

4.2 - Advertising

4.2.1 - General

All Affiliates shall safeguard and promote the good reputation of NUI International and its products. The marketing and promotion of NUI International, the NUI International opportunity, the Compensation Plan, and NUI International products must avoid all discourteous, deceptive, misleading, unethical or immoral, or illegal conduct or practices.

To promote both the products and services, and the tremendous opportunity NUI International offers, Affiliates – must or should -- use the sales aids, business tools, and support materials produced by NUI International. The Company has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the legal requirements of federal and state laws.

Accordingly, Affiliates may only advertise or promote their NUI International business using approved tools, templates or images acquired through NUI International. No approval is necessary to use these approved tools. If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to the NUI International advertising department (support@nui.international) for consideration and inclusion in the template/image

library. Unless you receive specific written approval from NUI International to use such tools, the request shall be deemed denied. Go to the *Template Library* tab in your back office for guidelines and to access the library.

NUI International further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Affiliates waive all claims for damages or remuneration arising from or relating to such rescission.

4.2.2 - Trademarks and Copyrights

The name of NUI International and other names as may be adopted by NUI International are proprietary trade names, trademarks and service marks of NUI International (collectively “marks”). As such, these marks are of great value to NUI International and are supplied to Affiliates for their use only in an expressly authorized manner. NUI International will only allow the limited non-exclusive use of its marks, designs, or symbols, or any derivatives thereof, solely by an Affiliate in the furtherance or operation of his or her NUI International business, consistent with these Policies and Procedures. NUI International will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including NUI International Affiliates, in any manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Affiliates may not produce for sale or distribution any recorded Company events and speeches without written permission from NUI International, nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an independent Affiliate, you may use the NUI International name in the following manner

Affiliate's Name
Independent NUI International Affiliate

Example:

Alice Smith
Independent NUI International Affiliate

or

Alice Smith
NUI International
Independent Affiliate

Affiliates may not use the name NUI International in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase *Independent NUI International Affiliate* in your phone greeting or on your answering machine to clearly separate your independent NUI International business from NUI International, LLC. For example, you may not secure the domain name [www.buy NUI International.com](http://www.buyNUIInternational.com), nor may you create an email address such as nuitintertionalsales@hotmail.com

4.2.2.1 - Independent NUI International Affiliate Logo

If you use a NUI International logo in any communication, you must use the Independent Affiliate version of the NUI International logo. Using any other NUI International logo requires written approval. Please see examples below:



4.2.3 - Media and Media Inquiries

Affiliates must not attempt to respond to media inquiries regarding NUI International, its products or services, or their independent NUI International business. All inquiries by any type of media must be immediately referred to NUI International Compliance Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

4.2.4 - Unsolicited Email

NUI International does not permit Affiliates to send unsolicited commercial emails unless such emails strictly comply with applicable state and federal laws and regulations including, without limitation, the federal CAN SPAM Act. The CAN-SPAM Act regulates the transmission of all commercial e-mail messages, not just unsolicited messages. A commercial e-mail message is defined as any e-mail that has a “primary purpose of . . . commercial advertisement or promotion of a commercial product or service.” This includes commercial e-mails sent to business e-mail accounts, as well as those sent to individual consumers.

4.2.4.1 - Requirements for All Commercial Email Messages

The Mailing List

- ❖ The mailing list may include only persons who have affirmatively agreed (opted in) to receive commercial e-mail from you.
- ❖ The mailing list must not include any recipient who has previously asked not to receive commercial e-mail from the business (opted out).
- ❖ You must “scrub” the mailing list against available “do not e-mail” list at the last possible, commercially reasonable moment before the e-mail is sent.

The E-mail Message

- ❖ The message must include complete and accurate transmission and header information.
- ❖ The “From” line must identify your business as the sender. This does not have to include your business’s formal name, if any. For example, it may contain your business’s name, trade name, or product or service name. The key requirement is that the “From” line provide the recipient with enough information to understand who is sending the message.

- ❖ The “Subject” line must accurately describe the message’s content.
- ❖ The message must clearly include the business’s valid, current physical postal address. This address can be a:
 - street address;
 - post office box that the business has accurately registered with the Postal Service; or
 - private mailbox that the business has accurately registered with a commercial mail receiving agency established pursuant to Postal Service regulations.
- ❖ The message must disclose that it is an advertisement or solicitation unless the e-mail message is sent only to recipients who have affirmatively agreed (opted in) to receive these messages from the business.
- ❖ There must be a functioning return email address to the sender.
- ❖ The use of deceptive subject lines and/or false header information is prohibited.

The Opt-out Mechanism

- ❖ The message must clearly explain that the recipient may opt out of receiving future commercial messages from the business.
- ❖ The message must include either an e-mail address or other online mechanism that the recipient may use for this opt out. The mechanism must not require the recipient to:
 - do anything more than reply to the e-mail or visit a single web page to opt out;
 - make any payment or submit any personal information, including account information (other than e-mail address), to opt out; and
 - the opt-out mechanism must work for at least 30 days after the e-mail is sent.
- ❖ You must ensure that the explanation of how a recipient can opt out is easy to read and understand.
- ❖ You may include a menu of opt-out options that permit the recipient to select the types of commercial messages the recipient would like to continue receiving. However, one option must permit opting out of all commercial messages from you.
- ❖ You must honor all opt-out requests within ten business days.
- ❖ Opt-out requests do not expire. An opt-out is overridden only by the recipient’s subsequent express (opt in) request to receive commercial e-mail.

- ❖ All opt-out requests, whether received by email or regular mail, must be honored. If you receive an opt-out request from a recipient of an email, you must forward the opt-out request to the Company.
- ❖ You may not sell, share or use a business's opt-out list for any reason other than to comply with the law.

Monitoring Opt-out Capabilities – If you use a third-party service provider you must implement procedures to ensure that your opt-out capabilities actually work. An example of a basic procedure to test the opt-out procedure is as follows:

- ❖ Establish e-mail accounts with several major private e-mail account providers (for example, Gmail, Yahoo, Hotmail, AOL, and so on) and add these e-mail addresses to the business's mailing list. For each e-mail address created for monitoring purposes, use the business's opt-out mechanism to remove the e-mail address from the mailing list.
- ❖ Repeat this procedure on a regular basis (for example, at least every two weeks).
- ❖ Examine the e-mail received by the monitoring e-mail account to confirm that the: z opt-out mechanism works; z opt-out request is honored within 10 business days; and z monitoring e-mail account no longer receives commercial messages from the business.
- ❖ If the monitoring and testing process reveals problems, the business should immediately fix the issues.

Third-party Marketing Affiliates or Service Providers - When using third-party service providers, including affiliate marketers you should ensure that the written contract with the service provider clearly sets out each party's responsibilities for compliance with the CAN-SPAM Act and includes appropriate and adequate remedies for noncompliance.

4.2.4.2 - Additional Requirements for Email Messages Sent to Wireless Devices

When sending commercial messages to wireless devices:

- ❖ Ensure that you have the recipient's prior, affirmative consent (opt in) to send the commercial message. The consent can be oral, written or electronic.
- ❖ Ask for consent in a way that involves no cost to the recipient, for example:

- do not send the request to the wireless device; and
- allow the recipient to respond in a way that involves no cost (such as an online, e-mail or postal mail sign-up).
- ❖ When seeking consent, make it clear that the recipient:
 - is agreeing to receive commercial e-mail on his wireless device;
 - may be charged to receive the e-mail; and
 - can revoke his consent at any time.

4.2.4.3 - Commercial Email Messages Sent on Behalf of Affiliates

The NUI International may periodically send commercial emails on behalf of Affiliates. By entering into the Affiliate Agreement, Affiliate agrees that the Company may send such emails and that the Affiliate's physical and email addresses will be included in such emails as outlined above. Affiliates shall honor opt-out requests generated as a result of such emails sent by the Company.

4.2.5 - Unsolicited Faxes

Except as provided in this section, Affiliates may not use or transmit unsolicited faxes in connection with their NUI International business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting NUI International, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Affiliate has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between an Affiliate and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Affiliate; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

4.2.6 - Telephone Directory Listings

Affiliates may list themselves as an "Independent NUI International Affiliate" in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Affiliate may place telephone or online directory display ads using NUI International's name or logo. Affiliates may not answer the telephone by saying "NUI International", "NUI International Incorporated", or in any other manner that would lead the caller to believe that he or she has

reached corporate offices of NUI International. If an Affiliate wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

Affiliate's Name

Independent NUI International Affiliate

4.2.7 - Television and Radio Advertising

Affiliates may not advertise on television and radio except with NUI International's express written approval.

4.2.8 - Advertised Prices

Affiliates may not create their own marketing or advertising material offering any NUI International products at a price less than the current shop price plus shipping (if applicable) and applicable taxes.

4.3 - Online Conduct

4.3.1 - Affiliate Web Sites

Option 1

Affiliates are provided with a replicated website by NUI International, from which they can take orders, enroll new Customers and Affiliates, as well as manage their NUI International business. Affiliates may use only replicated websites provided by NUI International to promote their NUI International business, and may not create their own websites to directly or indirectly promote NUI International's products, services, or the NUI International opportunity.

4.3.2 - NUI International Replicated Websites

Affiliates receive a NUI International Replicated Website subscription to facilitate online buying experience for their Customers and enrollments for prospective Customers and Affiliates. There is a \$ 50 monthly/annual charge for Replicated Websites. Affiliates are solely responsible and liable for the content they add to their Replicated Website and must regularly review the content to ensure it is accurate and relevant.

Affiliates may not alter the branding, artwork, look, or feel of their Replicated Website, and may not use their Replicated Website to promote, market or sell non-NUI International products, services or income opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- ❖ The NUI International Independent Affiliate Logo
- ❖ Your Name
- ❖ NUI International Corporate Website Redirect Button
- ❖ Artwork, logos, or graphics
- ❖ Original text.

Because Replicated Websites reside on the NUI International.com domain, NUI International reserves the right to receive analytics and information regarding the usage of your website.

By default, your NUI International Replicated Website URL is [www. NUI International.com/<AssociateID#>](http://www.NUIInternational.com/<AssociateID#>). You must change this default ID and choose a uniquely identifiable website name that cannot:

- ❖ Be confused with other portions of the NUI International corporate website;
- ❖ Confuse a reasonable person into thinking they have landed on a NUI International corporate page;
- ❖ Be confused with any NUI International name;
- ❖ Contain any discourteous, misleading, or off-color words or phrases that may damage NUI International's image.

4.3.3 - Registered External Website Content

Affiliates are solely responsible and liable for their own Registered External Website content, messaging, claims, and information and must ensure that it appropriately represents and enhances the NUI International brand and adheres to NUI International's Policies and Procedures. Additionally, Registered External Websites must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at NUI International's sole discretion.

4.3.4 - NUI International Independent Affiliate Disclosure

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your Registered External Website:

- ❖ The NUI International Independent Affiliate Logo

- ❖ Your Name and Title
- ❖ NUI International Corporate Website Redirect Button

Although NUI International brand themes and images are desirable for consistency, anyone landing on any page of an Affiliate's External Website must clearly understand that they are at an Independent Affiliate site, and not a NUI International Corporate page.

4.3.5 - Registered External Websites Must Exclusively Promote NUI International

Your NUI International Registered External Website must contain content and information that is exclusive to NUI International. You may not advertise other products or services other than the NUI International product line and the NUI International opportunity.

4.3.6 - No eCommerce or Stock-and-Sell Retailing

An Affiliate's Registered External Website must only facilitate the entry into his/her NUI International Replicated Website. Affiliates may not *stock and sell* NUI International products, nor may you facilitate an e-commerce environment that would facilitate this model. All orders must be placed through your official Replicated Website or Affiliate Workstation.

4.3.7 - Registered External Website Termination

In the event of the voluntary or involuntary termination of your Affiliate Agreement, you must remove your Registered External Website from public view within three days and redirect (forward) all traffic from that domain to www.nuiinternational.com. Your external website may be transferred to another NUI International Affiliate, subject to NUI International approval, on a case-by-case basis.

4.3.8 - Team Websites

Affiliates who have achieved the rank of Elite Diamond Director or higher may create their own Team Website. You may use team websites for the purposes of connecting, communicating, training, education and sharing best practices among team members. Because these sites may contain sensitive and Company-specific information, these team websites must be password protected and may only be shared with members of your downline.

An eligible Affiliate who wants to develop his or her own Team Website must submit a properly completed Team Website Registration Application and Agreement along with the proper website registration fee and receive the Company's prior written approval before the

website goes live and is visible to any third party. Once a Team Website is approved by NUI International in writing, it is a “Registered Team Website.” Any changes to the Registered Team Website must be submitted to NUI International, and the Affiliate must receive NUI International’s written authorization to make the change before going live with the change. Affiliates who own or operate a Registered Team Website must provide NUI International with a user ID and password to be able to access the website from time to time. Registered Team Websites must comply with the terms of NUI International’s Policies and Procedures and applicable laws.

4.3.9 - Domain Names, email Addresses and Online Aliases

You are not allowed to use or register NUI International or any of NUI International’s trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from or is the property of NUI International. Examples of the improper use of NUI International include, but are not limited to any form of NUI International showing up as the sender of an email or examples such as:

www.MyNuiinternationalBiz.com

www.NuiInternationalDreamTeam.com

www.ISellnuiinternationalClub.com

www.NuiClubbyJaneDoe.com

www.NuiInternationalClubMoney.net

4.3.10 - NUI International Hotlinks

When directing readers to your Registered External Website or replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader, that the link will be resolving to the site of an independent NUI International Affiliate. Attempts to mislead web traffic into believing they are going to a NUI International corporate site, when in fact they *land* at an Affiliate site (replicated or registered external) will not be allowed. The determination as to what is *misleading* or what constitutes a *reasonable reader* will be at NUI International’s sole discretion.

4.3.11 - Monetizing Websites

Affiliates may not monetize their Replicated Website or their Registered External Website through affiliate programs, pay-per-click or cost-per-impression advertising, selling ad space, accepting donations, accepting sponsored posts or articles, adSense, or similar programs.

4.3.12 - Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or retail specific NUI International products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the NUI International income opportunity, provided NUI International-approved templates/images are used. These templates will identify you as an Independent NUI International Affiliate. If a link or URL is provided, it must link to your Replicated Website or your Registered External Website.

4.3.13 - eBay / Online Auctions

NUI International's products and services may not be listed on eBay or other online auctions, nor may Affiliates enlist or knowingly allow a third party to sell NUI International products on eBay or any other online auction. An Affiliate who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells NUI International products on eBay or any other online auctions must immediately discontinue all sales to the third party.

4.3.14 - Online Retailing

Affiliates may not list or sell NUI International products on any online retail store or ecommerce site (such as Amazon), nor may you enlist or knowingly allow a third party to sell NUI International products on any online retail store or ecommerce site. An Affiliate who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells NUI International products on any online retail store or ecommerce site must immediately discontinue all sales to the third party.

4.3.15 - Banner Advertising

You may place banner advertisements on a website provided you use NUI International-approved templates and images. All banner advertisements must link to your Replicated Website or a Registered External Website. Affiliates may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with NUI International products or the NUI International opportunity.

4.3.16 - 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

and/or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative and relevant.

4.3.17 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)

Affiliates may upload, submit or publish NUI International-related video, audio or photo content that they develop and create so long as it aligns with NUI International's values, contributes to the NUI International community greater good, and is in compliance with NUI International's Policies and Procedures. All submissions must clearly identify you as an Independent NUI International Affiliate in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. Affiliates may not upload, submit or publish any content (video, audio, presentations or any computer files) received from NUI International or captured at official NUI International events or in buildings owned, leased, or operated by NUI International without prior written permission from NUI International.

4.3.18 - Sponsored Links / Pay-Per-Click (PPC) Ads

Except as prohibited elsewhere within the Policies and Procedures, sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to the sponsoring Affiliate's Replicated Website or to the sponsoring Affiliate's Registered External Website. The display URL must also be to the sponsoring Affiliate's Replicated Website or to the sponsoring Affiliate's Registered External Website, and must not portray any URL that could lead the user to believe they are being directed to a NUI International Corporate site, or be inappropriate or misleading in any way.

4.3.19 - Domain Names and Email Addresses

Except as set forth in the Affiliate Website Application and Agreement, Affiliates may not use or attempt to register any of NUI International's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

4.3.20 - Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should you utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, Instagram, or Pinterest, you agree to each of the following:

- ❖ No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to your NUI International Replicated Website.
- ❖ It is your responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- ❖ Any social media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote NUI International's products or the NUI International opportunity may not link to any website, social media site, or site of any other nature, other than the Affiliate's NUI International replicated website.
- ❖ During the term of this Agreement and for a period of 12 calendar months thereafter, an Affiliate may not use any social media site on which they discuss or promote, or have discussed or promoted, the NUI International business or NUI International's products to directly or indirectly solicit NUI International Affiliates for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Affiliate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Affiliates relating to the Affiliate's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.11 (Conflicts of Interest) below.
- ❖ An Affiliate may post or "pin" photographs of NUI International products on a social media site, but only photos that are provided by NUI International and downloaded from the Affiliate's Back-Office may be used.

If an Affiliate creates a business profile page on any social media site that promotes or relates to NUI International, its products, or opportunity, the business profile page must relate exclusively to the Affiliate's NUI International business and NUI International products. If the Affiliate's NUI International business is cancelled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

4.4 - Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a NUI International Affiliate by submitting an Affiliate Application and Agreement along with a properly completed Business Entity Registration Form and a properly completed IRS Form W-9. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership (legal or equitable)

interest in, or management responsibilities for, the Business Entity (collectively “Affiliated Parties”) are individually, jointly and severally liable for any indebtedness to NUI International, compliance with the NUI International Policies and Procedures, the NUI International Affiliate Agreement, and other obligations to NUI International.

4.4.1 - Removal of an Affiliated Party

To prevent the circumvention of Sections 4.25 (Sale, Transfer or Assignment of NUI International Business) and 4.5, (Change of Sponsor), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or NUI International the Affiliated Party must terminate his or her affiliation with the Business Entity, notify NUI International in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.25 (Sale, Transfer or Assignment of NUI International Business). In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other NUI International business for six consecutive calendar months in accordance with Section 4.5.3 (Termination and Re-application). If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.25 (Sale, Transfer or Assignment of NUI International Business).

The modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5 (Change of Sponsor), below. There is a \$100.00 fee for each change requested, which must be included with the written request and the completed Affiliate Application and Agreement. NUI International may, at its discretion, require notarized documents before implementing any changes to a NUI International business. Please allow thirty (30) days after the receipt of the request by NUI International for processing.

4.4.2 - Changes to a Business Entity

Each Affiliate must immediately notify NUI International of all changes to type of business entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

4.5 - Change of Sponsor

NUI International strongly discourages changes in sponsorship. In order to protect all Sponsors, no Affiliate may interfere with the relationship between another Affiliate and his or her Sponsor in any way. An Affiliate may not offer, entice, encourage, solicit, recruit, or otherwise

influence or attempt to persuade another Affiliate to change his or her Sponsor or line of sponsorship, either directly or indirectly. Accordingly, the transfer of a NUI International business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Affiliate Services Department and must include the reason for the transfer. Transfers will only be considered in the following three circumstances:

4.5.1 - Misplacement

In cases in which the new Affiliate is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an Affiliate may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within 24 hours from the date of enrollment. The Affiliate requesting the change has the burden of proving that he or she was placed beneath the incorrect sponsor. It is up to NUI International's discretion whether the requested change will be implemented.

4.5.2 - Upline Approval

The Affiliate seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of his or her immediate upline Affiliates in his or her marketing organization. Photocopied or facsimile signatures are not acceptable. All Affiliate signatures must be notarized. The Affiliate who requests the transfer must submit a fee of \$100.00 USD for administrative charges and data processing. If the transferring Affiliate also wants to move any of the Affiliates in his or her marketing organization, each downline Affiliate must also obtain a properly completed Sponsorship Transfer Form and return it to NUI International with the \$100.00 change fee (i.e., the transferring Affiliate and each Affiliate in his or her marketing organization multiplied by \$100.00 USD is the cost to move a NUI International business.) Downline Affiliates will not be moved with the transferring Affiliate unless all of the requirements of this paragraph are met. Transferring Affiliates must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by NUI International for processing and **verifying** change requests.

4.5.3 - Termination and Re-application

An Affiliate may legitimately change organizations by voluntarily canceling his or her NUI International business and remaining inactive (*i.e.*, no purchases of NUI International products for resale, no sales of NUI International products, no sponsoring, no attendance at any NUI International functions, participation in any other form of Affiliate activity, or operation of any other

NUI International business, no income from the NUI International business) for six (6) full calendar months. Following the six month period of inactivity, the former Affiliate may reapply under a new sponsor, however, the former Affiliate's downline will remain in their original line of sponsorship. NUI International will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to NUI International in writing.

4.5.4 - Waiver of Claims

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by an Affiliate, NUI International reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, **AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST NUI INTERNATIONAL, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM NUI INTERNATIONAL'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

4.6 - Unauthorized Claims and Actions

4.6.1 - Indemnification

An Affiliate is fully responsible for all of his or her verbal and written statements made regarding NUI International products, services, and the Compensation Plan that are not expressly contained in official NUI International materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Affiliates agree to indemnify NUI International and NUI International's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by NUI International as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Affiliate Agreement.

4.6.2 - Compensation Plan Claims

When presenting or discussing the NUI International Compensation Plan, you must make it clear to prospects that financial success with NUI International requires commitment, effort,

and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- ❖ It's a turnkey system;
- ❖ The system will do the work for you;
- ❖ Just get in and your downline will build through spillover;
- ❖ Just join and I'll build your downline for you;
- ❖ The company does all the work for you;
- ❖ You don't have to sell anything; or
- ❖ All you have to do is buy your products every month.

The above are merely examples of improper representations about the Compensation Plan. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be successful as a NUI International Affiliate without commitment, effort, and sales skill.

4.6.3 - Income Claims

Because NUI International Affiliates do not have the data necessary to comply with the legal requirements for making income claims, an Affiliate, when presenting or discussing the NUI International opportunity or Compensation Plan to a prospective Affiliate, may not make income projections, income claims, or disclose his or her NUI International income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records).

4.6.4 - Income Disclosure Statement

NUI International's corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we have developed the NUI International Income Disclosure Statement ("IDS"). The NUI International IDS is designed to convey truthful, timely, and comprehensive information regarding the income that NUI International Affiliates earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Affiliates. The failure to comply with this policy constitutes a significant and material breach of the NUI International Affiliate Agreement and will be grounds for disciplinary sanctions, including termination, pursuant to Section 9.1 (Disciplinary Sanctions).

An Affiliate, when presenting or discussing the NUI International opportunity or Compensation Plan to a prospective Affiliate, may not make income projections, income claims,

or disclose his or her NUI International income (including the showing of checks, copies of checks, bank statements, or tax records) unless, at the time the presentation is made, the Affiliate provides a current copy of the NUI International Income Disclosure Statement (IDS) to the person(s) to whom he or she is making the presentation.

A copy of the IDS must be presented to a prospective Affiliate (someone who is not a party to a current NUI International Affiliate Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claims or earnings representation is made.

The terms “income claims” and/or “earnings representation” (collectively “income claims”) include: (1) statements of actual earnings; (2) statements of projected earnings; (3) statements of earnings ranges; (4) income testimonials; (5) lifestyle claims; and (6) hypothetical claims.

A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one's dreams, having everything one always wanted, and are phrased in terms of “opportunity” or “possibility” or “chance.” Claims such as “My NUI International income exceeded my salary after six months in the business,” or “Our NUI International business has allowed my wife to come home and be a full-time mom” also fall within the purview of “lifestyle” claims.

A hypothetical income claim exists when you attempt to explain the operation of the compensation plan through the use of a hypothetical example. Certain assumptions are made regarding some or all of the following: (1) number of personally-enrolled Customers and Affiliates; (2) number of downline Customers and Affiliates; (3) average sales/purchase volume/sales volume per Customer and Affiliate; and (4) total organizational volume. Applying these assumptions through the compensation plan yields income figures which constitute hypothetical income claims.

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Affiliate or Affiliates in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claims is made, you must provide every prospective Affiliate with a copy of the IDS and you must display at least one (3 foot x 5 foot poster board) in the front of the room in reasonably close

proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Compensation Plan or the making of an income claim.

Affiliates who develop sales aids and tools in which the Compensation Plan or income claims are present must incorporate the IDS into each such sales aid or tool prior to submission to the Company for review.

4.7 - Commercial Outlets

Affiliates may not sell NUI International products from a commercial outlet, nor may Affiliates display or sell NUI International products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to eBay and Craig's List constitute Commercial Outlets, and may not be used to sell NUI International products.

4.8 - Military Installations

The offer, promotion, or sale of the goods and services, or the offer and promotion of the NUI International opportunity on a military installation is not a right – it is a privilege. Even if an Affiliate *lives* on a military installation, he or she does not have the right to offer our products or opportunity to anyone on that installation without the permission of the installation Commander. For the purposes of the Navy personnel and Navy Regulations, the definition of an “installation” also includes Navy vessels.

Any Affiliate who wants to offer, promote, or sell NUI International products, or offer and promote the NUI International opportunity (these activities will be collectively referred to as “commercial solicitation activities”) on a military installation must make an inquiry to the office of the installation Commander to determine whether the Commander has granted permission for NUI International Affiliates to engage in such activities on the installation. If the Commander has not done so, the Affiliate must contact NUI International's offices to ask the Company to obtain the Commander's permission. Affiliates are prohibited from seeking such permission from any installation Commander. If obtained, the permission to engage in commercial solicitation activities on a military installation is granted only for one particular installation.

Any Affiliate who intends to engage in commercial solicitation activities on a military installation must be aware of and become completely familiar with the applicable military

Regulation or Instruction. There are many activities that are permissible in a civilian environment that are not permissible on a military installation. Some of these activities include, but are not limited to:

- ❖ Solicitation during enlistment or induction processing or during basic combat training, and within the first half of the one station unit training cycle.
- ❖ Solicitation of “mass,” “group,” or “captive” audiences.
- ❖ Making appointments with or soliciting military personnel during their normally-scheduled duty hours.
- ❖ Soliciting without an appointment in areas used for housing or processing transient personnel or soliciting in barracks areas used as quarters.
- ❖ Use of official military identification cards or vehicle decals by active duty, retired, or reserve members of the military services to gain access to Army installations for the purpose of soliciting. (When entering the installation for the purpose of solicitation, Affiliates with military identification cards and/or installation vehicle decals must present documentation issued by the installation authorizing solicitations.)
- ❖ Offering rebates to promote transaction or to eliminate competition.
- ❖ Any oral or written representations which suggest or appear that the military branch sponsors or endorses the Company or its Affiliates, or the goods, services, and commodities offered for sale.
- ❖ The designation of any agent or the use by any agent of titles (for example, “Battalion Insurance Counselor,” “Unit Insurance Advisor,” “Servicemen’s Group Life Insurance Conversion Consultant”) that in any manner states or implies any type of endorsement from the local Government, the Armed Forces, or any State or Federal agency or Government entity.
- ❖ Entry into any unauthorized or restricted area.
- ❖ Distribution of literature other than to the person being interviewed.
- ❖ Contacting military personnel by calling a Government telephone, faxing to a Government fax machine, or sending e-mail to a Government computer, unless a pre-existing relation (that is, the military member is a current client or requested to be contacted) exists between the parties and the military member has not asked for the contact to be terminated.
- ❖ Soliciting door to door or without an appointment.

The foregoing items are not an all-inclusive list. There are many more prohibited activities that

are addressed in the applicable military Regulation or Instruction. The violation of military Regulations or Instructions by one Affiliate could jeopardize the ability of all NUI International Affiliates to engage in commercial solicitation activities on a particular military installation or even the entire branch of the military involved (e.g., Army, Air Force, Navy, Marines, or Coast Guard).

4.9 - Trade Shows, Expositions and Other Sales Forums

Affiliates may display and/or sell NUI International products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Affiliates must contact the Affiliate Services department in writing for conditional approval, as NUI International's policy is to authorize only one NUI International business per event. Final approval will be granted to the first Affiliate who submits an official advertisement of the event, a copy of the contract signed by both the Affiliate and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Compliance Department. NUI International further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or the NUI International opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image NUI International wishes to portray.

4.10 - Conflicts of Interest

THESE PROVISIONS WILL NOT BE ENFORCEABLE IN UTAH. Nevertheless, you need to keep them in your Policies and Procedures so that they can be enforced in other states or countries. Please note that no non-compete provision is 100% enforceable. Enforceability depends on a number of factors other than the provisions of a non-compete.

4.10.1 - Crossline Recruiting

Affiliates are prohibited from crossline recruiting. The use of a spouse or relative's name, trade names, DBAs, assumed names, entities, federal identification numbers, or fictitious identification numbers, or any other device or contrivance to circumvent this policy is prohibited. An Affiliate shall not demean, discredit, or defame other NUI International Affiliates in an attempt to entice another customer, Affiliate or prospective Affiliate to become part of his or her organization.

For the purposes of this Section 4.11.1, the term "crossline recruiting" means the actual or

attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, another NUI International Affiliate or Customer to enroll, join, or otherwise participate in another NUI International marketing organization, downline, or line of sponsorship other than the one in which he, she, or it originally enrolled.

4.10.2 - Non-solicitation

NUI International Affiliates are free to participate in other direct selling, multilevel marketing, or network marketing entities, businesses, organizations, opportunities, or ventures (collectively referred to as a “network marketing business”). However, during the term of this Agreement, any renewal or extension hereof, and for a period of six calendar months OR one year following the termination of an Affiliate’s Independent Affiliate Agreement, with the exception of an Affiliate who is personally sponsored by the Affiliate (or former Affiliate, as may be applicable), an Affiliate (or former Affiliate) may not recruit any NUI International Affiliate or Customer for another network marketing business. Affiliates and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Affiliates and NUI International agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which Affiliates are located. This provision shall survive the termination or expiration of the Affiliate Agreement.

For the purposes of this Section 4.11.2, the term “recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party) another NUI International Affiliate or Customer to: (1) enroll, join, or otherwise participate in another network marketing business; or (2) terminate or alter his or her business or contractual relationship with the NUI International. The term “recruit” also includes the above activities in the event that the Affiliate’s actions are in response to an inquiry made by another Affiliate or Customer.

4.10.3 - Affiliate Participation in Other Network Marketing Programs

If an Affiliate is engaged in other non- NUI International network marketing business, it is the responsibility of the Affiliate to ensure that his or her NUI International business is operated entirely separate and apart from any other network marketing business. To this end, the following must be adhered to:

- ❖ Affiliates must not sell, or attempt to sell, any competing non-NUI International programs, products or services to NUI International Customers or Affiliates. Any program, product or services in the same generic categories as NUI International products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors. This provision does not apply where professional services are the primary source of revenues and the product sales are secondary to the provision of such services (e.g., physician's offices, health clinics, health clubs, gyms, spas or beauty salons). However, an Affiliate may sell non-competing products or services to NUI International Customers or Affiliates who are personally-sponsored.
- ❖ Affiliates shall not display NUI International promotional material, sales aids, products or services with or in the same location as, any non-NUI International promotional material or sales aids, products or services.
- ❖ Affiliates shall not offer the NUI International opportunity, products or services to prospective or existing Customers or Affiliates in conjunction with any non-NUI International program, opportunity, product or service.
- ❖ Affiliates may not offer any non-NUI International opportunity, products, services or opportunity at any NUI International-related meeting, seminar, convention, webinar, teleconference, or other function.

4.10.4 - Confidential Information

“Confidential Information” includes, but is not limited to, Downline Genealogy Reports, the identities of NUI International customers and Affiliates, contact information of NUI International customers and Affiliates, Affiliates’ personal and group sales volumes, Affiliate rank and/or achievement levels, and other financial and business information. All Confidential Information (whether oral or in written or electronic form) is proprietary information of NUI International and constitutes a business trade secret belonging to NUI International. Confidential Information is, or may be available, to Affiliates in their respective back-offices. Affiliate access to such Confidential Information is password protected and is confidential and constitutes proprietary information and business trade secrets belonging to NUI International. Such Confidential Information is provided to Affiliates in strictest confidence and is made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective downline organizations in the development of their NUI International business. Affiliates may not use the reports for any purpose other than for developing, managing, or operating their NUI International business.

Where an Affiliate participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Affiliates should use the Confidential Information to assist, motivate, and train their downline Affiliates. The Affiliate and NUI International agree that, but for this agreement of confidentiality and nondisclosure, NUI International would not provide Confidential Information to the Affiliate.

To protect the Confidential Information, Affiliates shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- ❖ Directly or indirectly disclose any Confidential Information to any third party;
- ❖ Directly or indirectly disclose the password or other access code to his or her back-office;
- ❖ Use any Confidential Information to compete with NUI International or for any purpose other than promoting his or her NUI International business;
- ❖ Recruit or solicit any Affiliate or Customer of NUI International listed on any report or in the Affiliate's back-office, or in any manner attempt to influence or induce any Affiliate or Customer of NUI International, to alter their business relationship with NUI International; or
- ❖ Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether an Affiliate's Agreement has been terminated, or whether the Affiliate is or is not otherwise affiliated with the NUI International. Upon nonrenewal or termination of the Agreement, Affiliates must immediately discontinue all use of the Confidential Information and if requested by the NUI International promptly return all materials in their possession to the NUI International within five (5) business days of request at their own expense.

4.11 - Targeting Other Direct Sellers

NUI International does not condone Affiliates specifically or consciously targeting the sales force of another direct sales company to sell NUI International products or to become Affiliates for NUI International, nor does NUI International condone Affiliates solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Affiliates engage in such activity, they bear the risk of being

sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Affiliate alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, NUI International will not pay any of the Affiliate's defense costs or legal fees, nor will NUI International indemnify the Affiliate for any judgment, award, or settlement.

4.12 - Errors or Questions

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Affiliate must notify NUI International in writing within 30 days of the date of the purported error or incident in question. NUI International will not be responsible for any errors, omissions or problems not reported to the Company within 30 days.

4.13 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Affiliates shall not represent or imply that NUI International or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.14 - Holding Applications or Orders

Affiliates must not manipulate enrollments of new applicants and purchases of products. All Affiliate Applications and Agreements, and product orders must be sent to NUI International within 72 hours from the time they are signed by an Affiliate or placed by a Customer, respectively.

4.15 - Income Taxes

Each Affiliate is responsible for paying local, state, and federal taxes on any income generated as an Independent Affiliate. Unfortunately, we cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If an Affiliate's NUI International business is tax exempt, the Federal tax identification number must be provided to NUI International. Every year, NUI International will provide an Federal Form 1099 MISC (Non-employee Compensation) earnings statement to each affiliate who: (1) Had earnings of over \$600 in the previous calendar year; or (2) Made purchases during the previous calendar year in excess of \$5,000.

4.16 - Independent Contractor Status

Affiliates are independent contractors. The agreement between NUI International and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. Affiliates shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (expressed or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies and Procedures, and applicable laws.

4.17 - Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy.

4.18 - International Marketing

Affiliates are authorized to sell NUI International products and services, and enroll Customers or Affiliates only in the countries in which NUI International is authorized to conduct business, as announced in official Company literature. NUI International products or sales aids may not be shipped into or sold in any foreign country. Affiliates may sell, give, transfer, or distribute NUI International products or sales aids only in their home country. In addition, no Affiliate may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential Customers or Affiliates; or (c) conduct any other activity for the purpose of selling NUI International products, establishing a marketing organization, or promoting the NUI International opportunity.

4.19 - Bonus Buying

Bonus buying is strictly prohibited. Bonus buying includes any 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. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice.

4.20 - Adherence to Laws and Regulations

Affiliates must comply with all federal, state, and local laws, regulations, ordinances, and codes in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Affiliates because of the nature of their business. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him or her, the Affiliate shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of NUI International.

4.21 - One NUI International Business Per Affiliate and Per Household

An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one NUI International business. No individual may have, operate or receive compensation from more than one NUI International business.

Individuals of the same Household may maintain, own, and operate their own NUI International Business. A "Household" is defined as spouses and dependent adult children living at or doing business at the same address. In the event that two members of the same Household elect to become Affiliates at the same time, one must be enrolled by the other. In the event that more than two members of the same Household elect to become Affiliates at the same time, they must elect one Household member to enroll the others. In the event that members of the same Household elect to become Affiliates at different times, the Household member who joined NUI International first must be the Enroller for all other Household members.

4.22 - Actions of Household Members or Affiliated Parties

If any member of an Affiliate's immediate household engages in any activity which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and NUI International may take disciplinary action pursuant to the these Policies and Procedures against the Affiliate. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and NUI International may take disciplinary action against the Business Entity. Likewise, if an Affiliate enrolls in NUI International as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

4.23 - Requests for Records

Any request from an Affiliate for copies of invoices, applications, downline activity reports, or other records will require a fee of \$3.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

4.24 - Roll-up of Marketing Organization

When a vacancy occurs in a Marketing Organization due to the termination of a NUI International business, each Affiliate in the first level immediately below the terminated Affiliate on the date of the termination will be moved to the first level (“front line”) of the terminated Affiliate’s sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will “roll-up” to A and become part of A’s first level.

4.25 - Sale, Transfer or Assignment of NUI International Business

Although a NUI International business is a privately owned and independently operated business, the sale, transfer or assignment of a NUI International business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a NUI International business, is subject to certain limitations. If an Affiliate wishes to sell his or her NUI International business, or interest in a Business Entity that owns or operates a NUI International business, the following criteria must be met:

- ❖ The selling Affiliate must offer NUI International the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. NUI International shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- ❖ The buyer or transferee must become a qualified NUI International Affiliate. If the buyer is an active NUI International Affiliate, he or she must first terminate his or her NUI International business and wait six calendar months before acquiring any interest in a different NUI International business;
- ❖ Before the sale, transfer or assignment can be finalized and approved by NUI International, any debt obligations the selling party has with NUI International must be satisfied.
- ❖ The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a NUI International business.

Prior to selling an independent NUI International business or Business Entity interest, the selling Affiliate must notify NUI International's Compliance Department in writing and advise of his or her intent to sell his/her NUI International business or Business Entity interest. The selling Affiliate must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a NUI International business. In the event that an Affiliate transfers, assigns, or sells his or her NUI International business without the express written approval of the Compliance Department, such transfer, assignment, or sale shall be voidable in the sole and absolute discretion of NUI International.

4.26 - Separation of a NUI International Business

NUI International Affiliates sometimes operate their NUI International businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, limited liability company, partnership, trust or other Business Entity 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.

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

- ❖ One of the parties may, with consent of the other(s), operate the NUI International business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize NUI International to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee.
- ❖ The parties may continue to operate the NUI International business jointly on a "business-as-usual" basis, whereupon all compensation paid by NUI International will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will NUI International

split commission and bonus checks between divorcing spouses or members of dissolving entities. NUI International will recognize only one downline organization and will issue only one commission check per NUI International business per commission cycle. Commission checks shall always be issued to the same individual or entity.

If a former spouse has completely relinquished all rights in the original NUI International business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six 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 six calendar months from the date of the final dissolution before re-enrolling as an Affiliate. In either case, the former spouse or business affiliate shall have no rights to any Affiliates in their former organization or to any former Customer. They must develop the new business in the same manner as would any other new Affiliate.

4.27 - Sponsoring Online

When sponsoring a new Affiliate through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. ***However, the applicant must personally review and agree to the online application and agreement, NUI International's Policies and Procedures, and the NUI International Compensation Plan. The sponsor may not fill out the online Affiliate Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.***

4.28 - Succession

Upon the death or incapacitation of an Affiliate, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Affiliate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a NUI International business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Affiliate's marketing organization provided the following qualifications are met. The successor(s) must:

- ❖ Execute an Affiliate Agreement;
- ❖ Comply with terms and provisions of the Agreement;
- ❖ Meet all of the qualifications for the deceased Affiliate's status;
- ❖ The devisee must provide NUI International with an "address of record" to which all

- bonus and commission checks will be sent;
- ❖ If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. NUI International will issue all bonus and commission checks and one 1099 to the business entity.

4.28.1 - Transfer Upon Death of an Affiliate

To effect a testamentary transfer of a NUI International business, the executor of the estate must provide the following to NUI International: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to NUI International specifying to whom the business and income should be transferred.

4.28.2 - Transfer Upon Incapacitation of an Affiliate

To effectuate a transfer of a NUI International business because of incapacity, the successor must provide the following to NUI International: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the NUI International business; and (3) a completed Affiliate Agreement executed by the trustee.

4.29 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although NUI International does not consider Affiliates to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, Affiliates must not engage in telemarketing in the operation of their NUI International businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a NUI International product or service, or to recruit them for the NUI International opportunity. "Cold calls" made to prospective customers or Affiliates that promote either NUI International's products or services or the NUI International opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to

a prospective customer or Affiliate (a "prospect") is permissible under the following situations:

- ❖ If the Affiliate has an established business relationship with the prospect. An "established business relationship" is a relationship between an Affiliate and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- ❖ The prospect's personal inquiry or application regarding a product or service offered by the Affiliate, within the three (3) months immediately preceding the date of such a call.
- ❖ If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.
- ❖ You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.
- ❖ Affiliates shall not use automatic telephone dialing systems or software relative to the operation of their NUI International businesses.
- ❖ Affiliates shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the NUI International products, services or opportunity.

4.30 - Back Office Access

NUI International makes online back offices available to its Affiliates. Back offices provide Affiliates access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Affiliate's NUI International business and to increase sales of NUI International products. However, access to a back office is a privilege, and not a right. NUI International reserves the right to deny Affiliates' access to the back office at its sole discretion.

4.31 - Unauthorized Communication

In the excitement and enthusiasm of working his or her NUI International business, an Affiliate may attempt to contact the Company's vendors, suppliers, or advisors with questions or ideas. Any such communication without the Company's prior written consent is strictly prohibited. Vendors, suppliers, and advisors are often not set up to handle a large volume of contacts. Equally important, we must respect their rights to privacy. Questions regarding any of these Entities may be directed to Field Support.

SECTION 5 - RESPONSIBILITIES OF AFFILIATES

5.1 - Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that the NUI International's files are current. Street addresses are required for shipping since UPS and FedEx cannot deliver to a post office box. Affiliates planning to change their e-mail address or move must send their new address and telephone numbers to NUI International's Corporate Offices to the attention of the Affiliate Services Department. To guarantee proper delivery, two weeks advance notice must be provided to NUI International on all changes. In the alternative, an Affiliate's whose contact information changes may amend their contact information through their Affiliate Back Office.

5.2 - Continuing Development Obligations

5.2.1 - Ongoing Training

Any Affiliate who sponsors another Affiliate into NUI International must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her NUI International business. Affiliates must have ongoing contact and communication with the Affiliates in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Affiliates to NUI International meetings, training sessions, and other functions. Upline Affiliates are also responsible to motivate and train new Affiliates in NUI International product knowledge, effective sales techniques, the NUI International Compensation Plan, and compliance with Company Policies and Procedures and applicable laws. Communication with and the training of downline Affiliates must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of Affiliate-produced sales aids and promotional materials).

Affiliates should monitor the Affiliates in their Downline Organizations to guard against downline Affiliates making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

5.2.2 - Increased Training Responsibilities

As Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the NUI International

program. They will be called upon to share this knowledge with lesser experienced Affiliates within their organization.

5.2.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, Affiliates have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

5.3 - Non-disparagement

NUI International wants to provide its independent Affiliates with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Compliance Department. Remember, to best serve you, we must hear from you! While NUI International welcomes constructive input, negative comments and remarks made in the field by Affiliates about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other NUI International Affiliates. For this reason, and to set the proper example for their downline, Affiliates must not disparage, demean, or make negative remarks about NUI International, other NUI International Affiliates, NUI International's products, the Marketing and Compensation plan, or NUI International's directors, officers, or employees.

5.4 - Providing Documentation to Applicants

Affiliates must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Affiliates before the applicant signs an Affiliate Agreement or ensure that they have online access to these materials.

SECTION 6 - SALES REQUIREMENTS

6.1 - Product Sales

The NUI International Compensation Plan is based on the sale of NUI International products and services to end consumers. Affiliates must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. The following sales requirements must be satisfied for Affiliates to be eligible for commissions:

- ❖ Affiliates must satisfy the Personal Volume and Group Sales Volume requirements to fulfill the requirements associated with their rank as specified in the NUI International Compensation Plan. “Personal Sales Volume” includes purchases made by the Affiliate and purchases made by the Affiliate’s personal Customers. “Group Volume” shall include the total Sales Volume of all Affiliates in his or her marketing organization but shall not include the Affiliate’s Personal Sales Volume.
- ❖ At least 70% of an Affiliate’s total monthly personal volume must be sold to Customers.
- ❖ At least 70% of an Affiliate’s total monthly downline volume must be sold to Customers.
- ❖ Affiliates must develop or maintain at least ten Customers/Affiliates.

6.2 - No Territory Restrictions

There are no exclusive territories granted to anyone.

6.3 - Sales Receipts

All Affiliates must provide their retail customers with two copies of an official NUI International sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Affiliates must maintain all retail sales receipts for sales to their retail customers for a period of two years and furnish them to NUI International at the Company’s request. Records documenting the purchases of Affiliates’ Direct and Preferred Customers will be maintained by NUI International.

SECTION 7 - BONUSES AND COMMISSIONS

7.1 - Bonus and Commission Qualifications and Accrual

An Affiliate must be active and qualified in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement, NUI International shall pay commissions to such Affiliate in accordance with the Marketing and Compensation plan. The minimum amount for which NUI International will issue a commission is \$25 USD. If an Affiliate's bonuses and commissions do not equal or exceed \$25 USD the Company will accrue the commissions and bonuses until they total \$25 USD. Payment will be issued once \$25 USD has been accrued. Notwithstanding the foregoing, all commissions owed an Affiliate, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of an Affiliate's business.

7.2 - Adjustment to Bonuses and Commissions

7.2.1 - Adjustments for Returned Products and Cancelled Services

Affiliates receive bonuses, commissions, or overrides based on the actual acquisition of products and services to end consumers. When a service is cancelled or a product is returned to NUI International for a refund or is repurchased by the Company, any of the following may occur at the Company's discretion: (1) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service will be deducted from payments to the Affiliate and upline Affiliates who received bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered; (2) the Affiliate or upline Affiliates who earned bonuses, commissions, or overrides based on the sale of the returned product(s) or cancelled service will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or (3) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service may be deducted from any refunds or credits to the Affiliate who received the bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service.

7.2.2 - Hard Copy Commission Checks

The Company pays commissions via direct deposit BTC into Affiliates' digital wallets accounts or via direct payment onto a Company provided debit card. There is a charge for digital

wallet deposit of 5%. An Affiliate may also request a hard-copy. The Company will deduct a 5% processing fee from each requested commission cashout issued.

7.2.3 - Tax Withholdings

If an Affiliate fails to submit a W-9 form, NUI International will deduct the necessary withholdings from the Affiliate's commission checks as required by law.

7.3 - Reports

All information provided by NUI International in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by NUI International or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NUI International AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY AFFILIATE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF TRADE COIN CLUB OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, TRADE COIN CLUB OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS

AND CONDITIONS RELATED THERETO.

Access to and use NUI International's online and telephone reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to NUI International's online and telephone reporting services and your reliance upon the information.

SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

8.1 - Product Guarantee and Rescission

NUI International offers a 100% 3 day money-back satisfaction guarantee (less shipping charges) to all Preferred and Direct Customers, retail customers, and Affiliates.

If an Affiliate returns 100% for a refund in any 12 consecutive month period, the request will constitute the Affiliate's voluntary termination of his/her Affiliate Agreement, and the refund will be processed as an inventory repurchase pursuant to Section 8.3, and the Affiliate's Agreement will be terminated and his or her NUI International business will be cancelled. See you product contract for more information about contract cancellation and fees requested for such procedures.

8.2 - Rescission

8.2.1 - Direct and Preferred Customers

Affiliates notify their Direct and Preferred Customers that they have three business days (excluding Sundays and legal holidays) (5 business days for Alaska residents and 15 business days in North Dakota for Individuals age 65 and older) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Affiliates should also notify their Direct Customers and Preferred Customers about these time limits at the time they enroll as a Direct Customer or Preferred Customer and place their first order.

8.2.2 - Informing Customers

Affiliates **MUST** verbally inform their Customers of this right of rescission, they **MUST** provide their Customers with TWO copies of a retail receipt at the time of the sale, and **MUST** point out this cancellation right stated on the receipt. If a Customer places an order online, the Company will provide the Customer with the receipt. Affiliates must ensure that the date of the order or purchase is entered on the Retail Sales Receipt. All retail customers must be provided with two copies of an official NUI International Retail Sales Receipt at the time of the sale. The back of the receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

8.3 - Return of Inventory and Sales Aids by Affiliates Upon Termination

Upon termination of an Affiliate's Agreement, the Affiliate may return any products, and sales aids that he or she personally purchased from NUI International (purchases from other Affiliates or third parties are not subject to refund) that are in Resalable (see Definition of "Resalable" below) condition and which have been purchased within one year prior to the date of termination. Upon receipt of a Resalable Starter Kit and/or Resalable products and sales aids, the Affiliate will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping and handling charges incurred by an Affiliate when the Starter Kit, products or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Affiliate was paid a commission, rebate, or any other form of compensation based on a product(s) that he or she purchased, and such product(s) is/are subsequently returned for a refund, the commission, rebate, or any other form of compensation that was paid based on that product purchase will be deducted from the amount of the refund.

Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) they are still in NUI International's current inventory; (5) the expiration date(s) for any returned products has not passed; and (6) they are returned to NUI International within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable. Replicated Website fees are not refundable except as required by applicable state law.

8.3.1 Montana Residents

A Montana resident may cancel his or her Affiliate Agreement within 15 days from the date of enrollment, and may return his or her product for a full refund within such time period.

8.4 - Procedures for All Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

- ❖ All items must be returned by the Affiliate or customer who purchased it directly from NUI International.
- ❖ All items to be returned must have a Return Authorization Number which is obtained by calling the Affiliate Services Department. This Return Authorization Number must be written on each carton returned.

- ❖ The return is accompanied by:
 - The original packing slip with the completed (and signed Consumer Return information, if applicable);
 - The unused portion of the item(s) in its/their original container.
- ❖ Proper shipping carton(s) and packing materials are to be used in packaging the items(s) being returned, and the best and most economical means of shipping is suggested. All returns must be shipped to NUI International shipping pre-paid. NUI International does not accept shipping-collect packages. The risk of loss in shipping for returned items shall be on the Affiliate. If the returned items are not received by the Company's Distribution Center, it is the responsibility of the Affiliate to trace the shipment.
- ❖ If an Affiliate is returning merchandise to NUI International that was returned to him or her by a personal retail customer, the product must be received by NUI International within ten (10) days from the date on which the retail customer returned the merchandise to the Affiliate, and must be accompanied by the sales receipt the Affiliate gave to the customer at the time of the sale.

SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, 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 an Affiliate that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Affiliate's NUI International business), may result, at NUI International's discretion, in one or more of the following corrective measures:

- ❖ Issuance of a written warning or admonition;
- ❖ Requiring the Affiliate 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;
- ❖ NUI International may withhold from an Affiliate all or part of the Affiliate's bonuses and commissions during the period that NUI International is investigating any conduct allegedly violative of the Agreement. If an Affiliate's business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;
- ❖ Suspension of the individual's Affiliate Agreement for one or more pay periods;
- ❖ Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of an Affiliate (which may subsequently be re-earned by the Affiliate);
- ❖ Transfer or removal of some or all of an Affiliate's downline Affiliates from the offending Affiliate's downline organization.
- ❖ Involuntary termination of the offender's Affiliate Agreement;
- ❖ Suspension and/or termination of the offending Affiliate's NUI International website or website access;
- ❖ Any other measure expressly allowed within any provision of the Agreement or which NUI International deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's policy violation or contractual breach;
- ❖ In situations deemed appropriate by NUI International, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2 - Grievances and Complaints

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective NUI International businesses, the complaining Affiliate should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Affiliate Services Department at the Company. The Affiliate Services Department will review the facts and attempt to resolve it.

9.3 - Mediation

Prior to instituting an 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 individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as 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 10 days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah, and shall last no more than two business days.

9.4 - 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 arbitration. The Parties waive all rights to trial by jury or to any court.** The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures. The *Commercial Arbitration Rules and Mediation Procedures* of the AAA are available on the AAA's website at www.adr.org. The *Streamlined Arbitration Rules & Procedures* are available on the JAMS website at www.jamsadr.com. Copies of AAA's *Commercial Arbitration Rules and Mediation Procedures* or JAM's *Streamlined Arbitration Rules & Procedures* will also be emailed to Affiliates upon request to NUI International's Compliance Department.

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all Arbitration actions:

- ❖ The Federal Rules of Evidence shall apply in all cases;

- ❖ The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- ❖ The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- ❖ The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- ❖ The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

All arbitration proceedings shall be held in Salt Lake City, Utah. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The arbitration shall occur within 180 days from the date on which the arbitration is filed and shall last no more than five business days. The parties shall be allotted equal time to present their respective cases. 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 arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- ❖ The substance of, or basis for, the controversy, dispute, or claim;
- ❖ The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- ❖ The terms or amount of any arbitration award;
- ❖ The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party 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 its intellectual property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

9.5 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Salt Lake City, Utah. The law of United States of America shall govern all other matters relating to or arising from the Agreement.

9.5.1 - Louisiana Residents

Notwithstanding the foregoing, and the arbitration provision in Section 9.4, residents of the State of Louisiana shall be entitled to bring an action against NUI International in their home forum and pursuant to Louisiana law.

SECTION 10 - PAYMENTS

10.1 - Returned Checks

All checks returned by an Affiliate's bank for insufficient funds will be re-submitted for payment. A \$35.00 returned check fee will be charged to the account of the Affiliate. After receiving a returned check from a customer or an Affiliate, all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to NUI International by an Affiliate for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks. Some products we do not accept checks.

10.2 - Restrictions on Third Party Use of Credit Cards and Bank Account Access

An Affiliate shall not permit other Affiliates or Customers to use his or her credit card, or permit debits to his or her checking or savings account, to enroll in or to make purchases from the Company. An Affiliate shall not use the credit card or debit card of a third party, or make debits to the checking or savings account of a third party, to enroll in or to make purchases from the Company.

10.3 - Sales Taxes

NUI International is required to charge sales taxes on all taxable purchases made by Affiliates and Customers, and remit the taxes charged to the respective states. Accordingly, NUI International will collect and remit sales taxes on behalf of Affiliates, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If an Affiliate has submitted, and NUI International has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Affiliate (unless the state in question does not accept a Sales Tax Exemption Certificate and Sales Tax Registration License from a direct selling independent contractor). Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by NUI International is not retroactive.

SECTION 11 - INACTIVITY, RECLASSIFICATION, AND TERMINATION

11.1 - Effect of Termination

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, NUI International shall pay commissions to such Affiliate in accordance with the Compensation Plan. An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an Affiliate's non-renewal of his or her Affiliate Agreement, termination for inactivity, or voluntary or involuntary termination of his or her Affiliate Agreement (all of these methods are collectively referred to as "termination"), the former Affiliate shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. **An Affiliate whose business is cancelled will lose all rights as an Affiliate. This includes the right to sell NUI International products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Affiliate's former downline sales organization. In the event of termination, Affiliates agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.**

Following an Affiliate's termination of his or her Affiliate Agreement, the former Affiliate shall not hold himself or herself out as a NUI International Affiliate and shall not have the right to sell NUI International products or services. An Affiliate whose business is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination).

11.2 - Termination Due to Inactivity

11.2.1 - Failure to Meet PV Quota

If an Affiliate fails to personally have an active package, his or her Affiliate Agreement shall be canceled for inactivity.

11.2.2 - Failure to Earn Commissions

If an Affiliate has not earned a commission for six consecutive months (and thus become “inactive”), his or her Affiliate Agreement shall be canceled for inactivity.

11.2.3 - Failure to Pay Website Fees

If an Affiliate fails to pay his/her replicated website fees, he/she will be inactive and not eligible to earn commissions that month. If replicated website fees are not paid for three consecutive months, the Affiliate will be cancelled for inactivity.

11.2.4 - Reclassification Following Termination Due to Inactivity

If an Affiliate is cancelled for inactivity, his or her Affiliate Agreement will be terminated

11.3 - Involuntary Termination

An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by NUI International in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary termination of his or her Affiliate Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Affiliate's last known address, email address, or fax number, or to his/her attorney, or when the Affiliate receives actual notice of termination, whichever occurs first.

NUI International reserves the right to terminate all Affiliate Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

11.4 - Voluntary Termination

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address. The written notice must include the Affiliate's signature, printed name, address, and Affiliate I.D. Number. In addition to written termination, Affiliates who have consented to Electronic Contracting will cancel their Affiliate Agreement should they withdraw their consent to contract electronically.

11.5 - Non-renewal

An Affiliate may also voluntarily cancel his or her Affiliate Agreement by failing to renew the

Agreement on its anniversary date or by failing to pay his/her annual renewal fee. The Company may also elect not to renew an Affiliate's Agreement upon its anniversary date.

11.6 - Exceptions to Activity Requirements

11.6.1 - Maternity

A pregnant Affiliate shall be exempt from meeting her Personal Volume and Group Volume requirements for a period of three months prior to and four (4) months following the birth of a child. The Affiliate should notify the Affiliate Services Department to request a Maternity Waiver Form.

11.6.2 - Military Deployment

Military personnel shall be exempt from meeting their Personal Volume and Group Volume requirements for the duration of the deployment and three (3) full calendar months thereafter while deployed into a foreign country. The Affiliate should notify the Affiliate Services Department to request a Deployment Waiver Form.

SECTION 12 - DEFINITIONS

Active Customer — A Customer who purchases NUI International products or services during a particular month, and whose account has been paid for the ensuing year.

Active Rank — The term “active rank” refers to the current rank of an Affiliate, as determined by the NUI International Compensation Plan, for a particular pay period or accumulate volume during the product contract. To be considered “active” relative to a particular rank, an Affiliate must meet the criteria set forth in the NUI International Compensation Plan for his or her respective rank. *(See the definition of “Rank” below.)*

Affiliated Party - A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

Agreement - The contract between the Company and each Affiliate includes the Affiliate Application and Agreement Terms and Conditions, the NUI International Policies and Procedures, the NUI International Compensation Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by NUI International in its sole discretion. These documents are collectively referred to as the “Agreement.”

Business Kit — A selection of NUI International training materials and business support literature, and Affiliate replicated website that each new Independent Marketing Affiliate.

Cancel — The termination of an Affiliate’s business. Termination may be either voluntary, involuntary, through non-renewal or inactivity.

Downline — Your downline (or downline organization) consists of the Affiliates you personally enroll or sponsor (your first level Affiliates), the Affiliates that first level Affiliates enroll or sponsor, as well as the Affiliates that are subsequently enrolled or sponsored beneath them.

Downline Leg — Each one of the individuals personally enrolled immediately underneath you and their respective marketing organizations represents one “leg” in your marketing organization.

Enroll — The act of introducing a prospective Affiliate to NUI International and assisting them to

execute an Affiliate Application and Agreement and thereby become a NUI International Affiliate. (Also see the definition of “Sponsor.”) These activities are called “enrolling.”

Enroller — The person who enrolls a prospective Affiliate into NUI International.

Group Volume — The commissionable value of services and products purchased by the Customers and Affiliates in the downline of a particular Affiliate.

Immediate Household — Spouses, heads-of-household, and dependent family members residing in the same residence.

Level — The layers of downline Customers and Affiliates in a particular Affiliate's downline. This term refers to the relationship of an Affiliate relative to a particular upline Affiliate, determined by the number of Affiliates between them who are related by sponsorship. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A's fourth level.

Official NUI International Material — Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by NUI International to Affiliates.

Personal Production — Moving NUI International products or services to an end consumer for actual use.

Personal Volume — The commissionable value of products purchased by: (1) an Affiliate; (2) the Affiliate's personally-enrolled Preferred or Direct Customers; and (3) the Affiliate's personal Retail Customers who purchase from the Affiliate's NUI International replicated website.

Rank — The “title” that an Affiliate holds pursuant to the NUI International Compensation Plan. “Title Rank” refers to the highest rank an Affiliate has achieved in the NUI International compensation plan at any time. “Paid As” rank refers to the rank at which an Affiliate is qualified to earn commissions and bonuses during the current pay period.

Recruit — For purposes of NUI International's Conflict of Interest Policy (Section 4.11), the term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another NUI International Affiliate or Customer to enroll or participate in another multilevel marketing,

network marketing or direct sales opportunity.

Registered External Website – An Affiliate’s NUI International -approved personal website that is hosted on non-NUI International servers and has no official affiliation with NUI International.

Replicated Website – A website provided by NUI International to Affiliates which utilizes website templates developed by NUI International.

Resalable — Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to NUI International within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

Retail Customer — An individual who purchases NUI International products from or through an Affiliate but who is -- not a participant in the NUI International compensation plan OR – neither a participant in the NUI International compensation plan nor a Preferred/Direct/Auto-Ship Customer.

Retail Sales – Sales to a Retail Customer.

Social Media - Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, Instagram, Twitter, LinkedIn, Delicious, and YouTube.

Sponsor — An Affiliate who enrolls a Customer or another Affiliate into the Company and is listed as the Sponsor on the Affiliate Application and Agreement. The act of enrolling others and training them to become Affiliates is called “sponsoring.”

Starter Kit — A selection of NUI International training materials and business support literature, and Affiliate replicated website that each new Independent Marketing Affiliate -- is required to *OR* may -- purchase.

Upline — This term refers to the Affiliate or Affiliates above a particular Affiliate in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Affiliate to the Company.