

# NUI International

## Policies and Procedures

Effective November 10, 2023

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# SECTION 1 - CORPORATE MISSION STATEMENT

Nui's greatest strength is found by standing together. 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.

Also, part of our mission is to support 1 million families or individuals around the world to have a residual income of 300 to 500 dollars every month. 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 Addendum A, Nui International Compensation Plan, in their present form and as amended by International Capital Enterprise, 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 Policies and Procedures and the NUI International Compensation Plan. 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 seven (7) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company's official website; (2) email (3) posting in Affiliates' backoffices; (4) inclusion in Company publications or periodicals; or (5) 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 countries that NUI International has officially announced is open for business
- ❖ Be the only affiliate residing in their household
- ❖ Upgrade a valid customer account in the Nui International backoffice.
- ❖ Receive KYC approval by submitting accurate identity documentation
- ❖ Pay an annual fee in the backoffice

NUI International reserves the right to terminate the relationship with any Affiliate for any reason or for no reason.

### 3.2 - Affiliate Benefits

Once an Affiliate Upgrade has been executed and KYC validated 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 ranks in 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.

### 3.3 - 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. Affiliates must renew their Affiliate Agreement each year by paying an annual renewal fee of \$50 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. The Company may offer an option to renew automatically using the balance in the Affiliate's account. If this option is offered, and an Affiliate elects to use it, and the Affiliate's account has sufficient funds, the renewal will be done automatically on the anniversary date. It is the Affiliate's responsibility to renew their Affiliate status. Any missed commissions or bonuses will not be reimbursed to the Affiliate. 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/services. 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, 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 must not produce or use the literature, advertisements, sales aids, business tools, promotional materials, or Internet web pages or content of or for themselves or other third parties.

Affiliates may not sell sales aids to other NUI International Affiliates. Therefore, Affiliates who receive authorization from NUI International to produce their own sales aids may not sell such material to any other NUI International Affiliate. Affiliates may make approved material

available to other Affiliates free of charge if they wish but may not charge other NUI International Affiliates for the material.

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 email address, as a personal name, or as a nickname. Additionally, only use the phrase ***Independent NUI 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.BuyNuiInternational.com](http://www.BuyNuiInternational.com), nor may you create an email address such as [nuitintertionalsales@hotmail.com](mailto: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 example 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 Customer Support team. 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 national laws and regulations.

##### **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 email from you.

- ❖ The mailing list must not include any recipient who has previously asked not to receive commercial email from the business (opted out).
- ❖ You must “scrub” the mailing list against available “do not email” list at the last possible, commercially reasonable moment before the email is sent.

The email 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 provides 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 US Postal Service; or
  - private mailbox that the business has accurately registered with a commercial mail receiving agency established pursuant to US Postal Service regulations.
- ❖ The message must disclose that it is an advertisement or solicitation unless the email 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 email 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 email or visit a single web page to opt out;
  - make any payment or submit any personal information, including account

information (other than email address), to opt out; and

- the opt-out mechanism must work for at least 30 days after the email 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 email.
- ❖ 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 email accounts with several major private email account providers (for example, Gmail, Yahoo, Hotmail, AOL, and so on) and add these email addresses to the business's mailing list. For each email address created for monitoring purposes, use the business's opt-out mechanism to remove the email address from the mailing list.
- ❖ Repeat this procedure on a regular basis (for example, at least every two weeks).
- ❖ Examine the email received by the monitoring email account to confirm that the: z opt-out mechanism works; z opt-out request is honored within 10 business days; and z monitoring email 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 laws in your area.

#### **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, email or postal mail sign-up).
- ❖ When seeking consent, make it clear that the recipient:
  - is agreeing to receive commercial email on his wireless device;
  - may be charged to receive the email; 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.

#### **4.2.4.4 - 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.

#### **4.2.4.5 - 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 the 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

#### **4.2.4.6 - Television and Radio Advertising**

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

#### **4.2.5 - Advertised Prices**

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

### **4.3 - Online Conduct**

#### **4.3.1 - Affiliate Websites**

Affiliates may create their own External Registered Websites, so long as the website and its content comply with the terms of NUI International’s Policies and Procedures and applicable laws. It is the Affiliate’s obligation to ensure his or her online marketing activities are truthful, are not deceptive and do not mislead prospective or current Customers or Affiliates in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action. Deceptive and misleading tactics include, but are not limited to, spam linking (or blog spam), deceptive or misleading search engine optimization (“SEO”) tactics (e.g., deceptive or misleading metatags), deceptive or misleading click-through ads (i.e. having the display URL of a Pay-Per-Click (“PPC”) campaign appear to be directed to an

official NUI International Corporate Site when it in fact goes elsewhere), unapproved banner ads, and unauthorized press releases. NUI International will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

#### **4.3.2 - 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.

#### **4.3.3 - 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:



- ❖ 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.

#### **4.3.4 - 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.

#### **4.3.5 - 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 [nui.international](http://nui.international). Your external website may be



transferred to another NUI International Affiliate, subject to NUI International approval, on a case-by-case basis.

#### **4.3.6 - 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 submit a ticket to Customer Support and follow their directions to receive written approval for the team website 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 through the Customer Support portal, 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.

#### **4.3.7 - 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

<a href="http://www.MyNuiinternationalBiz.com">www.MyNuiinternationalBiz.com</a>	<a href="http://www.ISellnuiinternationalClub.com">www.ISellnuiinternationalClub.com</a>
<a href="http://www.NuiClubbyJaneDoe.com">www.NuiClubbyJaneDoe.com</a>	<a href="http://www.NuiInternationalClubMoney.net">www.NuiInternationalClubMoney.net</a>
<a href="http://www.NuiInternationalDreamTeam.com">www.NuiInternationalDreamTeam.com</a>	

#### **4.3.8 - 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.

#### **4.3.9 - Monetizing Websites**

Affiliates may not monetize their External 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.

#### **4.3.10 - 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 backoffice referral link, 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.

#### **4.3.11 - 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.

#### **4.3.12 - 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.

#### **4.3.13 - 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.

#### **4.3.14 - 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.

#### **4.3.15 - 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, X, LinkedIn, YouTube, or Instagram, 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 referral link or your external NUI International 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 referral link. .
- ❖ 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, promoted or received information, 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 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 Backoffice 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 canceled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

#### **4.4 - No Business Entities**

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a “Business Entity”) may not apply to be a NUI International Affiliate.

#### **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 of 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 ticket through the Customer Support portal which includes the written approval of his or her immediate upline Affiliates in his or her marketing organization. All Affiliate signatures must be notarized. The Affiliate who requests the transfer must submit a fee of \$1000.00 USD in crypto (or the affiliate may use his or her balance to pay this fee) 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 complete the same process (i.e., the transferring Affiliate and each Affiliate in his or her marketing organization multiplied by \$1000.00 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 request by NUI International Customer Support for processing and **verifying** change requests. NUI International has the right to accept or deny the request without any explanation of the decision. The \$1000.00 change fee is not refundable.

#### **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, 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 through the NUI International Customer Support portal 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 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 because 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 must do is buy your products every month.

The above are merely examples of improper representations of 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 account balances, copies of deposits, screenshots of crypto wallet balances, bank statements, or tax records).

### **4.6.4 - 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 at NUI International or any other company related to the same industry and segment.

For the purposes of this Section 4.10.1, 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.

As Crossline Recruiting is an important Policy and Procedures to be comply with, we will request that all Leaders from Gold Executives and above will only promote NUI International business and participate only on the official channels of the company. If such affiliate decided to not proceed with this rule, the independent affiliate will not earn the opportunity to receive the reward prize for that rank, to be recognize in the official channels (websites, social media platforms and any other leadership group as WhatsApp or live), and to be a presenter in any event or NUI International event.

### **4.6.5 - Nonsolicitation**

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, except for 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 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 if the Affiliate’s actions are in response to an inquiry made by another Affiliate or Customer.

#### **4.6.6 - 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.
- ❖ Affiliates at higher ranks may be given the benefit to participate in the leadership communication channels. This privilege is only available to use and promote NUI International products and services. If an Affiliate in this level promotes or announces any other network marketing programs, NUI International has the right to remove or exclude them from participating in the leadership communication channels.

#### **4.6.7 - 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 backoffices. 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 backoffice;
- ❖ 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 backoffice, 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.

#### **4.7 - 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.

#### **4.8 - 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.

#### **4.9 - Governmental Approval or Endorsement**

Neither national, 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.

#### **4.10 - Income Taxes**

Each Affiliate is responsible for paying local, state, federal and national 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.

#### **4.11 - 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.

#### **4.12 - 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 homeowner's policy.

#### **4.13 - International Marketing**

Affiliates are authorized to sell NUI International products, 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. Affiliates may sell, give, transfer, or distribute NUI

International products or sales aids only in approved countries. 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.

#### **4.14 - 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.

#### **4.15 - Adherence to Laws and Regulations**

Affiliates must comply with all national, 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 Customer Support team of NUI International.

#### **4.16 - 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 not 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. If two affiliates marry or move in together, one affiliate must close their business and the household can proceed to work a single affiliate business together.

#### **4.17 - 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 these Policies and Procedures against the Affiliate.

#### **4.18 - Requests for Records**

Any request from an Affiliate for physical copies of invoices, applications, downline activity reports, or other records will require a fee of \$10.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

#### **4.19 - 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, is subject to certain limitations. If an Affiliate wishes to sell his or her 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 to be eligible to sell, transfer or assign a NUI International business.

Prior to selling an independent NUI International business, the selling Affiliate must notify NUI International's Customer Support team and advise them 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 Customer Support team before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a NUI International business. If an Affiliate transfers, assigns, or sells his or her NUI International business without the express written approval of the Customer Support team, such transfer, assignment, or sale shall be voidable in the sole and absolute discretion of NUI International.

#### **4.20 - Separation of a NUI International Business**

NUI International Affiliates sometimes operate their NUI International businesses as

husband-wife partnerships, or regular partnerships, At such time as a marriage may end in divorce or a partnership, 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 payments between divorcing spouses or members of dissolving entities. NUI International will recognize only one downline organization and will issue only one commission per NUI International business per commission cycle. Commission payments 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.

#### 4.21 - 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 NUI International Policies and Procedures, and the NUI***

*International Compensation Plan. The sponsor may not accept the Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.*

#### **4.22 - 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;
- ❖ Take over the management of the Affiliate backoffice to receive commissions.

##### **4.22.1 - 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.

##### **4.22.2 - 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.

#### **4.23 - Telemarketing Techniques**

Many countries have laws that restrict telemarketing practices. Nui International affiliates must obey these laws in all their particulars in whatever country they are operating their business in. **Backoffice Access**

NUI International makes online backoffices available to its Affiliates. Backoffices 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 backoffice is a privilege, and not a right. NUI International reserves the right to deny Affiliates' access to the back office at its sole discretion.

#### **4.24 - 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 Email Addresses**

To ensure timely delivery of information, it is important that the NUI International's files are current. Street addresses are required to validate residency. Affiliates planning to change their email address or move must notify the Customer Support team. 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 some of their contact information through their Affiliate backoffice.

### **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 - BONUSES AND COMMISSIONS**

### **6.1 - Bonus and Commission Qualifications and Accrual**

An Affiliate must be active and 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 Nui International Compensation Plan. Commissions are not paid automatically. They are accrued in the Affiliate's backoffice account. Affiliates may request a withdrawal from their account balance any time withdrawals are open. The minimum amount for which NUI International will allow a withdrawal is \$25 USD. To withdraw from their balance, Affiliates must provide a valid Bitcoin wallet address and must pass security and verification protocols. Withdrawals are paid out weekly, generally on Mondays, but that day may change for holidays or other reasons. If the withdrawal date is not on a Monday, Affiliates will be notified in their backoffice and via email.

### **6.2 - Adjustment to Bonuses and Commissions**

#### **6.2.1 - Adjustments and Canceled Packages**

Affiliates receive bonuses, commissions, or overrides based on the actual sales of packages to end consumers. When a package is canceled or a product is returned to NUI International for a refund or is repurchased by the Company, any or all 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 canceled service will be deducted from balances of the Affiliate and upline Affiliates who received bonuses, commissions, or overrides on the sales of the refunded product(s) or canceled service, which may result in a negative balance until earnings replace the deducted amount. ; (2) the Affiliate or upline Affiliates who earned bonuses, commissions, or overrides based on the sale of the returned product(s) or canceled service will have the corresponding points deducted from their Group Volume immediately, or in the next month and all subsequent months until it is completely recovered; and/or (3) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or canceled 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 canceled service. Also, please refer to additional terms under your product or service contract.

### **6.3 - No Hard Copy Commission Checks**

The Company pays commissions via direct deposit of cryptocurrency into Affiliates' digital wallets accounts. There is no other way to receive commission payments.

#### **6.4 - 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; refunded products; the information is not guaranteed by NUI International or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES 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 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 NUI INTERNATIONAL 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, NUI INTERNATIONAL 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 7 - CANCELATION AND REFUNDS**

### **7.1 - Canceling a package**

NUI International offers a 100% refund on service packages that are canceled within 24 hours. When a customer or affiliate cancels a package, a minimum 35% fee is deducted from the value of the package. As explained in Section 6, all bonuses generated in the unilevel, TBS and matching bonus will be deducted from the upline. Additionally, Nui will deduct any rank qualification points for the upline of the customer or affiliate who canceled their package. Any and all earnings on the package will be deducted from the customer's or affiliate's balance. Each package sold includes specific terms in the agreement that define the available dates during which one may cancel that product.

### **7.2 - Canceling affiliate membership**

Canceling affiliate membership is covered below in Section 10, below.

# SECTION 8 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

## 8.1 - 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 deducted from the Affiliate's balance.
- ❖ Loss of rights to one or more bonuses and/or commissions;
- ❖ 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.

## 8.2 - 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 Customer Support Team at the Company. The Customer Support team will review the facts and attempt to resolve it.

## 8.3 - 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 of 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 Nevis and shall last no more than two business days.

## 8.4 - 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 courts of Saint Kitts and Nevis.

All arbitration proceedings shall be held in Basseterre, Saint Kitts and Nevis. 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.

#### **8.5 - Governing Law, Jurisdiction, and Venue**

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Nevis. The law of St. Kitts and Nevis shall govern all other matters relating to or arising from the Agreement.



## SECTION 9 - PAYMENTS

### 9.1 - All Payments are in Cryptocurrency Only

Nui International is a cryptocurrency company. Nui International accepts payments in Bitcoin and some other cryptocurrencies. No other payment method is accepted.

# SECTION 10 - INACTIVITY, RECLASSIFICATION, AND TERMINATION

## 10.1 - 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 canceled 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).

## 10.2 - 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.

### **10.3 - Voluntary Termination**

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Contact the Customer Support team to go through the termination process.

### **10.4 - 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.

## SECTION 11 - DEFINITIONS

**Active Customer** — A Customer who purchases NUI International products or services during a particular month, or who has an active package.

**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. 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.)*

**Agreement** - The contract between the Company and each Affiliate includes the NUI International Policies and Procedures and the NUI International Compensation Plan, all in their current form and as amended by NUI International in its sole discretion. These documents are collectively referred to as the “Agreement.”

**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 Volume** — The commissionable value of products purchased by: (1) the Affiliate; (2) the Affiliate's personally-enrolled Customers.

**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.

**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."

**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.

## ADDENDUM A:

### NUI INTERNATIONAL COMPENSATION PLAN

#### Definitions:

**Package** – money entrusted to Nui International to trade (purchased as High risk, Medium risk, or Low risk)

**Package points** – 1 point for each dollar trading

**Active package** – package that is still actively being traded and has not maxed out on days or earnings.

**Active points** - all points from active packages

**Team points** - all active points generated by one's unilevel downline.

**ROI** – (Return on Investment) Daily earnings are a percent of the active packages, paid Monday through Friday, paid monthly, or paid at the end of the term, depending on the package type.

**Max earnings** – each package has a cap (displayed on the package at purchase) of the package points. All earnings, ROI, commission, and bonuses contribute to this cap. Once the cap is met, the package becomes inactive.

**Return of principal** – When the package becomes inactive, a percentage of the original package points is returned to the customer's balance. This percentage varies based on the product definition.

**Enroller/Sponsor** – the person who registered the or brought the user into Nui International

**Direct/Direct Enrollee** – a user one has personally enrolled

**Unilevel tree** - (PEN) the organization/tree based on enroller/sponsor.

**TBS** – (Team Building Structure) In addition to an enroller, each person who registers as an affiliate gets a sponsor in the TBS. This structure is built automatically as users enroll. It is a "trinary" matrix. (See below)

**Earned Rank** - All Active and inactive points inside the Unilevel tree accumulate points toward an earned Rank (see Rank Qualifications below)

**Paid As Rank** - Each calendar month, team points sold that month accumulate to meet the Paid As requirements for a rank. This is used to determine Dynamic Matching Bonus.

**Rank Bonus** - Each rank has an associated bonus, which can be earned by qualifying within the period given, as defined below.

**Dynamic Matching bonus/Matching Bonus** - Daily bonus based on the ROI earned on team points. (see qualifications below)

**Product Bonus/Direct Bonus** - Bonus paid to the enroller upon purchase of a package.

**TBS bonus** - Bonus paid to the TBS tree upon purchase of a package.

**VME** - (Volume Maximum per Enrollee) This is the maximum number of points from each enrollee and their team that can count toward a given rank.

**Tiers of participation:**

**Basic:**  $\geq 100 \leq 500$

**Executive:**  $\geq 501 \leq 2000$

**Director:**  $\geq 2001 \leq 49999$

**Nui Black:**  $\geq 50000$

# Ranks & Qualifications

## *Earned or Permanent Rank (Title Only)*

In the month that you accumulate the correct number of active points, you earn the corresponding title. You then start the 3-month clock to earn the rank bonus.

Rank	Cumulative Points
Affiliate	100
Star	1,000
Star Executive	4,000
Silver Executive	20,000
Gold Executive	50,000
Ruby Director	200,000
Emerald Director	500,000
Diamond Director	1,500,000
Elite Diamond Director	3,000,000
Double Diamond Director	5,000,000
Triple Diamond Director	10,000,000
Ambassador Founder	20,000,000
Global Ambassador	50,000,000

\*Must have 10 active direct enrollees to qualify as Star Executive or above.

\*Points include personal points, respecting the VME rule

\*VME is limited to 30% per enrollee for all ranks through Triple Diamond. VME is 20% for Ambassador and Global Ambassador.

## *Rank Bonus (One time only)*

After earning the title the first month, to earn the Rank bonus, you must meet both of the following requirements. If the points are not earned, you forfeit the bonus.

- Qualify paid as for that rank 2 of the next 3 months (starting the month when the title was earned)
- Have the total points ACTIVE in the next three months since earning the rank. (Inactive points can count for title, but not for the Rank Bonus)

## *Paid As Rank (Monthly DMB & Rank bonus)*

Each month you qualify for the next month's DMB (and the rank bonus if you just earned a new rank) based on your unilevel team's monthly production and your leadership development according to the chart below. Paid



As rank cannot be higher than the title rank, so the accumulated points above must be met before this chart applies.

<b>Rank</b>	<b>Monthly Points * (For Paid As Rank)</b>		<b>Paid as rank of direct enrollees</b>
Affiliate			
Star	100		
Star Executive	400		
Silver Executive	2,000		
Gold Executive	5,000		
Ruby Director	20,000		
Emerald Director	50,000		
Diamond Director	150,000		
Elite Diamond Director	200,000	and	1 diamond direct
Double Diamond Director	200,000	and	2 diamond directs
Triple Diamond Director	200,000	and	1 double diamond direct
Ambassador Founder	200,000	and	2 double diamond directs
Global Ambassador	1,500,000	and	1 ambassador direct

\*Must have 10 active direct enrollees to qualify as Star Executive or above.

\*Points include personal points, respecting the VME rule

\*VME is limited to 30% per enrollee for all ranks through Triple Diamond. VME is 20% for Ambassador and Global Ambassador.

## TBS

This trinary matrix is built by your enrollments and the enrollments of those above and below you. Each enrollee is placed under the sponsor with the next available position open, filling left to right through all available positions. The TBS generates the TBS bonus, which pays through 10 levels of the organization on products that include TBS bonus.

## Registration

Users must register using a referral link from their enroller or identifying their enroller during the customer registration process. Users become customers when they create an account. If a customer upgrades to an Affiliate, they are placed in the TBS tree.

## Membership Tiers

Users participate in one of four tiers of earning: **Basic**, **Executive**, **Director**, or **Nui Black**. Each participation category is determined by the total personal points that are actively trading. **Basic** users have between 100 and 500 active points trading. **Executives** have between 600 and 10,000 active points, **Directors** have between 10,100 and 49,900 active points, and **Nui Blacks** have more than 50,000 points. One's tier determines the percent paid for packages sold to one's direct enrollees.

## Packages

Upon purchase of a package, and upgrade to Affiliate, one becomes eligible to earn commissions and bonuses. Each package trades for a number of days (defined in the product - can be viewed during the purchase process) or until it has reached its max earnings, whichever is first. When the package goes inactive, the Return of Principal is triggered, crediting that amount to the account of the purchaser. Unless the affiliate has purchased an additional package, they become inactive and will not earn commission until they buy another package and thus become active again.

Packages are purchased as a number of points. During the purchase process, a risk level is chosen. Some packages have variable risks, which the customer or Affiliate can change weekly. Other packages have a fixed risk. Affiliates should become familiar with the package definitions to determine the best package for them and their customers.

## Bonuses

### *Direct/Product Bonus*

Upon completion of purchase of a package, the enroller of the customer or affiliate who just purchased the package will receive a direct bonus credited to their account if the enroller is active. The bonus amount depends on what tier they are participating at.

Membership Tier	Direct Bonus
Basic	6%
Executive	8%
Director	10%
Ambassador	12%

### *TBS Bonus*

Upon purchase of a package that pays TBS, each active affiliate in the TBS organization will receive a bonus of a percent of the package value per level for each qualified level (immediately credited to their account). Each

personal enrollee qualifies the affiliate for a single level of the TBS through 10 levels. So, with one personal enrollee (direct), an affiliate receives a percent of all packages sold to people on the first level of their TBS. With two directs, they get paid a percentage for 2 levels, etc. The TBS uses dynamic compression to skip inactive levels. Anyone Star Executive rank or above must have 10 directs, so they will be paid for 10 levels of the TBS.

### *Dynamic Matching Bonus*

The dynamic matching bonus pays a percent of the ROI of the unilevel tree based on the paid as (monthly) rank of the affiliate from the previous calendar month. For each rank, they open one more level of the tree to earn the DMB. This bonus is calculated and paid out daily just after midnight.

DMB %:

2.5% - Star (1 level)

2.5% - Star Executive (2 levels)

3.0% - Silver Executive (3 levels)

3.0% - Gold Executive (4 levels)

3.5% - Ruby Director (5 levels)

3.5% - Emerald Director (6 levels)

4.0% - Diamond Director (7 levels)

4.5% - Elite Diamond Director (8 levels)

5.0% - Double Diamond Director (9 levels)

5.0% - Triple Diamond Director (10 levels)

5.0% - Ambassador (If the total accumulated points is generated in the same year, your matching bonus will be 10%)

## Withdrawals

Withdrawals can be requested at any time they are open. Generally, they are closed on the day withdrawals are being paid out. To request a withdrawal, users must have validated their identity, submitting the required documentation. This may take up to 7 business days to be approved. After requesting a withdrawal, users must confirm the withdrawal using a code sent by the backoffice to their email. This is to secure your transaction as there is no way to recover Bitcoin sent to the wrong wallet. There is a fee for withdrawing from the account, and there is a minimum (currently \$25) withdrawal amount. Withdrawals are paid in BTC on Mondays, unless otherwise noted for holiday closures. At 9:00 a.m. Mountain time, withdrawals close for processing, BTC is paid out, and then withdrawals are reopened for the next week's payout.

The withdrawal fee may be reduced by using a partner wallet or by staking crypto. These options are shown in the backoffice when they are available.