

Table of Contents

A	General.....	3
1.	General.....	3
B	IBO Status.....	3
2.	Becoming a NeXarise IBO.....	3
3.	Independent Business Relationship.....	5
4.	Changes in IBO Status.....	6
5.	Taxes.....	10
C	Products and Services.....	11
6.	Terms and Conditions.....	11
7.	Cross Line Sponsoring.....	12
8.	Stock.....	13
9.	Customer Enquiry Procedure.....	14
10.	Ordering NeXarise products.....	14
D	IBO Rights and Obligations.....	18
11.	Code of Ethics.....	18
12.	IBO’s Rights and Responsibilities.....	19
13.	Representations made during sales.....	22
14.	Sponsoring.....	23
15.	International Sponsoring.....	26
16.	NeXarise Meetings – Explaining the Business Opportunity.....	27
17.	Qualifying for Bonus.....	28
18.	Payment of Bonus.....	28
19.	Compensation.....	29
20.	Trademarks.....	31
21.	Advertising.....	31
22.	Conventions and Trade Shows.....	35
E	Breach.....	35
23.	Policies and Procedures Violations.....	35
24.	Suspension.....	37
F	Termination.....	38

25.	IBO wishes to end his Agreement	38
26.	Termination	38
27.	Review by Appeals committee	40
G	Consequences of Termination	40
28.	NeXarise product Repurchase Policy – Cancellation of the agreement.....	40
29.	NeXarise product Repurchase Policy - products purchased within ninety (90) days prior to termination	41
30.	NeXarise product Repurchase Policy - Bonuses and Commissions.....	41
H	Miscellaneous.....	42
31.	Confidentiality	42
32.	Data Protection.....	42
33.	Severability	43
34.	Non-Performance.....	43
35.	Notices	44
36.	Variations.....	44
37.	Non-Waiver.....	44
38.	Governing Law	45
39.	Notices	45
40.	Limitation of Liability	45
41.	Entire Agreement	46
42.	Legal costs.....	46

A GENERAL

1. GENERAL

- 1.1 The Policies and Procedures set out below (the “Policies and Procedures”, or “this manual”), together with the NeXarise application form and any other document (in whatever format) identified by NeXarise as having contractual effect form part of a legally-binding agreement (the “Agreement”) between NeXarise European Services Limited (“NeXarise” or the “Company”) and the NeXarise IBO (“IBO”), and comprise and explain the relationship between each IBO. These Policies & Procedures have been established to protect the respective interests of IBOs and NeXarise. In any case where any provision contained in this manual is in conflict with the laws and regulations of any relevant jurisdiction, the laws and regulations of that jurisdiction shall prevail.
- 1.2 Unless the context otherwise requires, references to the singular shall include the plural and vice versa, references to any gender shall include all other genders, and references to "persons" shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 Headings are for ease of reference only and shall not affect the interpretation of this or any other document referred to in this document.

B IBO STATUS

2. BECOMING A NEXARISE IBO

- 2.1 To become an IBO, an applicant must have read, completed in full and signed an IBO Application and Agreement form, and have paid the Enrolment Fee. The applicant acknowledges that he is obliged to familiarise himself with the contents of this manual and all other documents constituting the Agreement from time to time, and shall confirm that he has read and understood the contents of this manual and the IBO Agreement, upon request by NeXarise. NeXarise will send a complete signed copy of

the IBO Agreement to the IBO by email. It will also be available in the IBO's back office. IBO details will be recorded on NeXarise's database, and stored in accordance with clause. NeXarise reserves the right to reject any application for any reason whatsoever.

2.2 Eligibility requirements to become IBO are as follows:

2.2.1 A potential new IBO can be introduced only by NeXarise or by a current IBO.

2.2.2 The IBO must have reached the age of 18 years and be resident in a country in which NeXarise is currently conducting its business. Any person regardless of gender or race can apply to be IBO, subject to any relevant local laws or regulations.

2.2.3 The IBO may operate as IBO for NeXarise only in the country in which he is ordinarily resident.

2.2.4 The IBO will be allocated an IBO Business ID Number. This number will be recorded on NeXarise's database, together with the IBO's personal details.

2.2.5 IBOs may not have an ownership or management control of more than one IBO position without express written permission from NeXarise.

2.2.6 Couples who are already married or registered as a civil partnership and who each wish to become IBOs are required to sign either as the sole co-owners of a limited liability private company, or if one of them becomes the sponsor of the other. As co-owners of a limited liability private company each of them will be jointly and severally responsible for the actions of the other and the company. If a spouse or partner wishes to become IBO after his spouse or partner has become IBO, they will need to create a limited liability private company, or the new IBO will need to be sponsored by his spouse or partner.

- 2.2.7 All applications on behalf of a limited liability private company to become an IBO are subject to the prior written approval of NeXarise, which may be given subject to such conditions as NeXarise may require.
- 2.2.8 The only form of business entity which may be accepted by NeXarise for the conduct of an IBO business is the limited liability private company formed under the Companies Acts of the UK. Charities, not-for-profit organisations and partnerships are not acceptable. The approval of a limited liability private company will be subject to the condition that the company remains wholly-owned by the person or couple who applied for it to become an IBO, and that they retain total control of it. NeXarise may require the disclosure of such documents and information as it may require from the IBO at any time in order to ensure compliance with this condition.
- 2.2.9 Any change in control of a corporate IBO may be treated by NeXarise as an application to transfer the IBO Agreement.
- 2.2.10 Trading names are permitted at the discretion of NeXarise.
- 2.2.11 A partnership may not become IBO.
- 2.2.12 No purchase is necessary to become IBO, other than payment of the Enrolment Fee.
- 2.2.13 NeXarise will recognise only one bank account for each IBO.
- 2.2.14 The IBO will pay NeXarise the business support fee promptly as and when due. If an IBO fails to pay his monthly business support fee all commission payments may be suspended until the arrears of the monthly business support fee is paid. After 90 days of non-payment, NeXarise reserves the right to forfeit all future commission payments and terminate the IBO.
- 3. Independent Business Relationship**
- 3.1 IBOs are independent contractors. The IBO Agreement between NeXarise and its IBOs does not constitute an employment, franchise, agency,

partnership, or joint venture relationship. IBOs shall have no legal right or authority to bind NeXarise to any obligation or to make representations or warranties on behalf of NeXarise. The IBO shall be responsible for filing all necessary tax returns and paying all applicable taxes, in relation to the IBO's own business in accordance with Clause 4.

- 3.2 Any verbal or written statements made by the IBO, as an independent contractor, with regard to NeXarise products or services and the NeXarise business must be based strictly on then current information issued by NeXarise. The IBO is liable for all statements he may make which deviate from the above and shall indemnify NeXarise from any loss, damages, claims, costs (including legal fees or court costs) or fines arising from unauthorised representations made by the IBO.
- 3.3 The IBO is encouraged to determine his own hours of work, sales methods, and sales operations, provided they comply with applicable laws, codes and regulations. The IBO is responsible for payment of all expenses incurred in the running of his IBO business.
- 3.4 All IBO Agreements expire annually on the anniversary of the commencement of the Agreement by NeXarise or such other date as NeXarise determines (the "Expiration Date"). Each IBO is required to renew his IBO Agreement prior to the Expiration Date. Such renewal must take place by way of the completion of an online renewal application together with payment of the annual renewal administration fee. NeXarise reserves the right in his sole discretion to accept or reject any renewal application for whatever reason and to waive the renewal fee (or to debit it from any due commission).

4. CHANGES IN IBO STATUS

Change of Name:

- 4.1 The trading name of the IBO may be changed with the prior written agreement of NeXarise following written notification to NeXarise by the IBO.

Line of sponsorship:

- 4.2 The integrity of the lines of sponsorship is fundamental to the functioning of NeXarise and its success. NeXarise believes in protecting the relationship between IBO and Sponsor to the fullest extent possible. However, NeXarise may in its sole discretion terminate the IBO Agreement and associated line of sponsorship in the following circumstances:

- 4.2.1 where NeXarise believes that there has been unethical sponsoring by the original Sponsor; or
- 4.2.2 where NeXarise receives the written approval of the immediate three (3) upline Sponsors for such termination.
- 4.2.3 Where such termination occurs, NeXarise may in its absolute discretion require the IBO to remain inactive for a period of six (6) months (beginning upon the date such termination is notified to the IBO by NeXarise) before he is able to re-apply under a different Sponsor if he so wishes. Where the IBO does choose to re-apply (and is successful in such re-application) the IBO position and his individual Downline will be transferred to the new Sponsor's Downline, with any and all of the IBO's previous Downline intact. NeXarise reserves the right to transfer the IBO and his organisation to the original rightful sponsor at the absolute discretion of NeXarise.

Sale of IBO Position:

- 4.3 IBO position or any rights ensuing therefrom may be sold or otherwise transferred by the IBO subject to prior written approval from NeXarise (such approval not to be unreasonably withheld). In general no transfer agreement will be approved unless it includes:

- 4.3.1 covenants by the seller not to solicit his immediate Downline for at least twelve (12) months from the effective date of the sale; and
- 4.3.2 a provision in which the parties agree upon the ownership of the inventory of the IBO business upon the sale. NeXarise will not be obliged to repurchase any inventory from a person who has sold his interest in IBO business.
- 4.4 Subject to prior approval from NeXarise (such approval not to be unreasonably withheld), the sale of the IBO position must first be offered in writing to the first direct upline who is of the same IBO rank or higher than the IBO (the "upline IBO"). Should the upline IBO choose to purchase the IBO position, the IBO's position will cease, and its Downline will be merged into the upline IBO's existing Downline.
- 4.5 If the upline IBO declines the offer the IBO position can then be offered to any person who is not currently a NeXarise IBO but who fulfils the eligibility requirements of becoming IBO (see Clause 2.2). The purchaser must register into the selling IBO's sponsorship line.
- 4.6 Where the IBO's position is offered to the upline IBO the upline IBO must notify the IBO within 7 days as to whether or not they wish to accept or decline the offer.
- 4.7 Where the sale is to a person who is not a current NeXarise IBO, NeXarise must receive the following before it will consider the transfer:
 - 4.7.1 a proposed transfer agreement including terms of payment;
 - 4.7.2 an application for an IBO Agreement signed by the proposed transferee;
 - 4.7.3 payment of the Enrolment Fee
 - 4.7.4 any further information or documentation that NeXarise requires to evaluate the purchaser, terms of sale or any other matter which NeXarise deems relevant or necessary for the exercise of its rights of approval;

4.8 No IBO may buy or sell IBO position other than in accordance with this clause.

4.9 The seller may not reapply to become a NeXarise IBO or purchase another NeXarise IBO position for a period of six (6) months from the date of the sale or transfer of the IBO position.

Marriage:

4.10 Should two existing independent IBOs marry or register as a civil partnership, they may elect to maintain their separate IBO positions only if one is directly sponsored by the other in the same line. If the spouses were in two different downline organisations then one of the spouses must terminate or sell his IBO licence. In all other cases where two IBOs marry and wish to continue as IBOs they must form a company which will take over as IBO in respect of one of them and the other IBO licence will terminate.

Divorce:

4.11 Should married IBOs divorce, or a civil partnership legally separate, at a time when:

4.11.1 one is the sponsor of the other, the mere fact of divorce or separation has no bearing on their status as IBOs; or

4.11.2 the spouses are co-owners of a corporate IBO they may apply to NeXarise for its approval of any change in control of the corporate IBO, such approval to be entirely within the discretion of NeXarise.

4.12 Should the party who does not assume ownership of the IBO position desire to remain IBO, he may do so by submitting a new IBO Application no less than six months after the time of the divorce/separation.

4.13 If there is any dispute over the disposition of the IBO business or the income from the IBO position, NeXarise may suspend the IBO position and

hold all commissions and/or bonuses until the dispute is resolved by agreement between the parties or by an order from a court of competent jurisdiction.

Inherited IBO Businesses

4.14 Upon the death of an IBO, where the rights in the IBO's business are passed to his heir, the heir may take up the IBO position provided that he is eligible to do so and provided he agrees to be subject to the responsibilities stated herein and the terms and conditions of the IBO Agreement, as if he were a party thereto and providing final payment of sums due (if any) under the IBO Agreement have been made. NeXarise reserves the right to suspend the IBO position until receipt of documentation evidencing the entitlement of the heir to the deceased's IBO position.

Incapacity of IBO:

4.15 Upon the incapacity of IBO, the rights and responsibilities of the IBO can be assumed by a person authorised by a power of attorney who may handle the IBO's affairs even though he may himself hold a NeXarise IBO position. NeXarise reserves the right to suspend the IBO position until receipt of documentation evidencing the authority of the person authorised by a power of attorney.

5. TAXES

5.1 As an independent contractor the IBO shall be responsible for the filing of all necessary tax returns and registering for and the payment of all applicable taxes due in relation to the IBO's business. This shall include (but not be limited to) the obligation to make, execute or file all reports and obtain licences (including, if applicable, tax and VAT Enrolment) as are required by law with respect to the IBO Agreement and/or the acquisition, receipt, holding, selling, distribution or promotion of NeXarise products and services. If the IBO has not provided his VAT number to NeXarise, any amounts paid by NeXarise to the IBO shall be deemed not to include VAT.

The IBO will not be entitled to re-issue invoices to NeXarise retrospectively to include VAT.

- 5.2 In the event that NeXarise is required to pay VAT on any payments due to the IBO under the NeXarise compensation plan, NeXarise reserves the right, subject to HM Revenue and Customs approval, to self-bill for such sums, in which event VAT shall be paid to the IBO only if the IBO is registered for VAT and provides NeXarise with a copy of his VAT Enrolment certificate. If the IBO, having been registered, ceases to be registered for VAT, he shall notify NeXarise in writing of the fact within fourteen (14) days of the de-Enrolment taking effect. If NeXarise is obliged or liable to make any payment of VAT to the tax authorities as a result of the failure of the IBO to notify NeXarise of de-enrolment for VAT, then the IBO acknowledges and agrees that NeXarise shall be entitled to recover from him the amount of such VAT paid, either by deduction from the IBO's account with NeXarise or by any other means available to NeXarise from time to time.

C PRODUCTS AND SERVICES

6. TERMS AND CONDITIONS

General:

- 6.1 IBOs must adhere to the “Dos and Don’ts” and similar guidelines on the NeXarise website in all respects as regards identifying prospective and actual customers. All customers must be registered directly under the IBO who introduced NeXarise products to that customer. “Stacking” is forbidden. All customers must be individuals who have genuinely and voluntarily entered into a purchase transaction with NeXarise on the introduction of an IBO. “Slamming” is forbidden.
- 6.2 NeXarise products and services are sold and supplied by companies affiliated with NeXarise and the terms and conditions applicable to their sale and supply are specified by, and on the websites of, the respective affiliates.

- 6.3 IBO has the right to sixty (60) days warning of any change in future obligatory payments.

Sale of products to the IBO

- 6.4 NeXarise's liability arising in connection with the sale of goods to IBO shall be limited to:
- 6.4.1 death or personal injury resulting from NeXarise's negligence or wilful misconduct; and fraud
 - 6.4.2 repair or replacement of defective products; and
 - 6.4.3 any liability that cannot be excluded or limited by law.
 - 6.4.4 Other than as expressly provided for in Clause 6.5, NeXarise's liability in respect of any loss or damage of any kind which may arise in connection with products delivered by NeXarise shall not exceed the price of the products in question.

Sales to Consumers

- 6.5 NeXarise holds product liability insurance, which provides NeXarise and IBOs with protection against claims by consumers in respect of the supply of products and services. NeXarise must be given immediate written notification of any such claim and all details pertaining thereto. This cover will not protect IBO if unauthorised representations or claims are made by the IBO involved nor does it affect issues of liability arising from the sale of products by NeXarise to the IBO.

7. CROSS LINE SPONSORING

In consideration of the granting of the IBO position the IBO agrees that for the duration of the Agreement, and for a period of 60 days after the expiry or termination of the Agreement, he shall not take or encourage any action, the purpose or effect of which would be, to circumvent, breach, interfere with or diminish the value or benefit of NeXarise's contractual relationships

with any NeXarise IBOs, including in particular sponsoring of IBOs into another network marketing business opportunity. Without limiting the generality of the foregoing, for the duration of the Agreement and for a period of 60 days after the expiry or termination of the Agreement, the IBO agrees not to cross line sponsor, and in particular the IBO agrees not to, directly or indirectly, contact, solicit, persuade or sponsor any NeXarise IBO with the aim of promoting opportunities in marketing programmes of any direct sales company other than NeXarise or with the aim of persuading any IBO to cease to be a NeXarise IBO.

8. STOCK

The success of the NeXarise business opportunity is based upon retail sales to the end consumer. IBOs are not required to hold their own stock of products. NeXarise products can only be ordered in accordance with the procedure established by NeXarise as amended from time to time.

Sales to consumers:

- 8.1 Although the primary purpose of the NeXarise opportunity is to sell products and services to the general consuming public, NeXarise realises that its IBOs may purchase products or services for their own use.

Excessive Stock:

- 8.2 The accumulation of excessive quantities of stock is strictly prohibited. Any IBO found to have excessive quantities of stock, or encouraging others to do so, will be the subject of investigation by NeXarise. As a result of this investigation, NeXarise may decide to suspend or terminate the IBO as it sees fit. Excessive stocking of products occurs when IBO purchases or encourages another IBO to purchase product quantities in excess of the amount recommended for personal use or for direct retail sales.
- 8.3 IBO may not purchase stock from NeXarise unless he has first sold at least seventy per cent (70%) of previously ordered stock. By placing an order the IBO certifies to NeXarise that he has sold the said seventy per cent (70%) of

previously ordered stock. NeXarise reserves the right to require the IBO to prove that stock has been sold to the required level and to carry out random checks of the IBOs retail sales receipts.

Maximum Purchases by New IBOs:

8.4 NeXarise shall not accept from a new IBO any payment or undertaking to make a payment to NeXarise or any other IBO of any sum exceeding £200 (in aggregate) unless seven (7) calendar days have expired from the commencement of his agreement. If the IBO purchases NeXarise products or services which would exceed the £200 limit, NeXarise will not complete the excess transactions, but will contact the IBO after the seven day period for confirmation that the IBO wishes to complete the purchase in question.

9. CUSTOMER ENQUIRY PROCEDURE

9.1 In the case of enquiries made by a customer directly to NeXarise without reference to IBO, NeXarise will endeavour to ascertain whether a particular IBO initiated the contact with NeXarise. If the IBO did initiate the contact, the person making such enquiry will be requested to contact the IBO in question.

9.2 Enquiries resulting from the media or other advertising of NeXarise or NeXarise products or services without any personal contact with IBO will be passed on in a rota system, as decided by NeXarise, to active IBOs who operate in the vicinity of the enquirer.

10. ORDERING NEXARISE PRODUCTS

10.1 Inventory. As NeXarise imposes no specific minimum inventory requirement on its IBOs, IBO must use his own judgment to determine the amount of inventory he will need to sustain his projected retail sales and personal use.

10.2 Ordering. products can be ordered only via the NeXarise affiliate website.

- 10.2.1 Payment must be the exact amount of the order and may be made by those methods presently available (credit card, direct debit, or EFT).
- 10.2.2 Unauthorized use of another person's credit card is prohibited.
- 10.3 Electronic Funds Transfer (EFT). This method of payment may be an option for the purchase of products and payment of Commissions to IBOs in certain countries. When IBO sets up an EFT method to purchase product or receive commissions, he is authorizing NeXarise to electronically debit or credit his bank account on a recurring basis for the amount of any designated purchase or payment, subject to the laws of the Country where the IBO resides.
- 10.3.1 In order to establish EFT as a purchase or payment method, an eligible IBO must submit the required forms to NeXarise. The forms vary by country, and are located on NeXarise's corporate website under the specific country link. There may be a waiting period for EFT implementation.
- 10.3.2 For the first ninety (90) days or more, orders using EFT may be subject to a shipping hold in order to verify funds.
- 10.3.3 IBO's use of a bank account belonging to another person for EFT purchases requires written authorization by the owner of the account.
- 10.4 Payment Default. Any payment that is not supported by sufficient funds or that is returned uncollected constitutes a breach of the contract of sale. NeXarise will charge a handling fee of twenty pounds (£20 GBP or equivalent local currency) for all payments lacking sufficient funds. NeXarise reserves the right to restrict IBO's payment method.
- 10.4.1 When there are not sufficient funds, the IBO is responsible for all bank charges plus NeXarise's handling fee. In the case of the EFT method, the IBO understands that when NeXarise's first attempt to receive an EFT payment is unsuccessful, the bank may make a second attempt within three (3) days. The IBO's bank may charge an insufficient funds fee for each

unsuccessful attempt. If there are insufficient funds, NeXarise will put a hold on the product or cancel the shipment. If the product has already been shipped, the IBO is required to use an alternate means of payment for the product. If payment is not received within a reasonable time, NeXarise may proceed with collection measures, stop the future shipment of orders, and take any other recovery steps available to it under the Contract, including withholding commissions.

10.4.2 Any uncollected amount may be deducted from the IBO's present or future Commissions.

10.4.3 The IBO understands that he will be liable for the outstanding amount for unpaid product and fees. It is expressly understood by the IBO that this liability supersedes any limitations of liability otherwise available to the IBO.

10.5 Seventy Percent Rule. IBO certifies with each new product order that he has sold or consumed at least 70% of all product purchased in prior orders. Each IBO that receives Commissions and orders additional product agrees to retain documentation that demonstrates compliance with this policy, including evidence of retail sales, for a period of at least four (4) years. IBO agrees to make this documentation available to NeXarise at NeXarise's request. Failure to comply with this requirement or falsely representing the amount of product sold or consumed in order to advance in the compensation plan constitute a breach of the Agreement and is grounds for termination. Furthermore, a breach of this requirement entitles NeXarise to recover any Commissions paid to the IBO for any period of time during which such documentation is not maintained or for which this provision has been breached.

10.6 Sales Taxes.

10.6.1 Applicable sales tax is collected on the product's suggested retail price and is calculated using the applicable rates for the location to which the product is shipped. NeXarise will collect and remit sales tax to the proper taxing

authority. In those jurisdictions where IBO may register as a withholding agent through a local sales tax agency and has registered and submitted a “Sales and Use Tax Exemption Certificate” or equivalent document to NeXarise, the collection of sales tax will be the responsibility of the IBO. It is the responsibility of the IBO to provide an updated copy of his certification for exemption from sales tax each year.

- 10.6.2 In all other jurisdictions, GST, VAT, or other applicable transaction tax is based on the purchase price. NeXarise will provide its GST or VAT number and proper invoicing, which may include electronic invoicing, where permitted by law. NeXarise does not routinely include GST or VAT in commission payments. IBOs who are GST or VAT registered and are required to collect and remit GST or VAT on their sales and services may send a valid GST or VAT invoice to NeXarise to charge them for GST or VAT on commission income or NeXarise may apply self-billing where relevant.
- 10.7 Returns, Refunds, and Exchanges. NeXarise will refund the purchase price of product or exchange it pursuant to the provisions shown in the relevant NeXarise affiliate website, except in the case of the termination of IBO Agreement, in which event the provisions of the IBO Agreement shall apply.
- 10.7.1 Exceptions to the refund policies may be extended by NeXarise in instances in which IBO misconduct, misrepresentation, or other extenuating circumstances may require. Previously paid Commissions or other benefits may be reversed and/or adjusted as a result of the exceptions and at the sole discretion of NeXarise subject to the IBO Agreement.
- 10.7.2 The customer may return product to the IBO who is then responsible for processing an exchange with NeXarise or issuing a refund to the customer. The IBO shall honour his customer’s timely request even if it is made after any cooling off period required by law has expired. A request is timely if made within fourteen (14) days after the date of sale to the customer.

- 10.7.3 Any Commissions paid to the IBO and his upline for the product returned by the IBO or customer may be debited from the respective upline IBO's account or withheld from present or future Commission payments to the extent permitted by law. IBO agrees that he will not rely on existing downline volume at the close of a commissions period, as returns may cause retrospective changes to his title, rank and/or commissions pay-out.
- 10.8 Buy Back. NeXarise will buy back unused product and sales material sold to IBO who voluntarily terminates the Agreement pursuant to Clause 26, Termination.

D IBO RIGHTS AND OBLIGATIONS

11. CODE OF ETHICS

- 11.1 The IBO agrees to conduct his business according to the following Code of Ethics. This Code ensures high standards of integrity and professionalism throughout NeXarise's network of IBOs and protects the business image of the individual IBO as well as the overall image of NeXarise.
- 11.2 The IBO promises and agrees when conducting his business that he will:
- 11.2.1 conduct himself and deal with customers and other IBOs with the highest standards of honesty, integrity, and fairness and in accordance with the DSA code of conduct;
- 11.2.2 be honest in all business dealings;
- 11.2.3 represent NeXarise's products and services in complete accordance with the information contained in NeXarise literature, without making misleading product or service claims;
- 11.2.4 represent NeXarise's business completely to all potential IBOs, without making any misleading or exaggerated income claims;
- 11.2.5 make estimates of profits that are based on reasonable predictions for what an average IBO would achieve in normal circumstances;

- 11.2.6 represent that past earnings in a given set of circumstances do not necessarily reflect future earnings;
- 11.2.7 not misrepresent the amount of expenditure that an average IBO might incur in carrying on the business;
- 11.2.8 not misrepresent the amount of time an average IBO would have to devote to the business to achieve the profit estimated and not state that profits or earnings are guaranteed for any individual IBO;
- 11.2.9 not state or imply that IBO will build a Downline organisation for anyone else;
- 11.2.10 not state that any consumer, business or government agency or other person or entity has approved or endorsed the NeXarise products, services, or business;
- 11.2.11 fulfil all obligations associated with sponsoring other IBOs, including training, motivation, and support;
- 11.2.12 familiarise himself with and abide by NeXarise's Policies and Procedures as amended from time to time and ensure that he at all times is operating in accordance with the latest version of the Policies and Procedures;
- 11.2.13 familiarise himself with and abide by all laws, common laws, regulations, codes, and statutes of any country in which he conducts his NeXarise business.

12. IBO'S RIGHTS AND RESPONSIBILITIES

- 12.1 NeXarise grants to the IBO in accordance with the terms of the IBO Agreement the non-exclusive right to sell and promote NeXarise products and services. IBOs may promote products and services, and sponsor new IBOs only in countries in which NeXarise operates and in which the IBO is authorised by NeXarise to conduct his IBO business.
- 12.2 IBOs are able to, subject to these Policies and Procedures:

- 12.2.1 receive NeXarise literature and other communications;
- 12.2.2 participate in a professional manner including as to dress and conduct in NeXarise sponsored support, service, training, motivational and recognition functions (subject to applicable charges and conditions, which may include conditions requiring the professional conduct, manner, and dress of those attending); and
- 12.2.3 participate in promotional and incentive competitions and other NeXarise sponsored programmes.

NeXarise reserves the right to disqualify IBO from participating in the aforementioned events, for any reason whatsoever.

- 12.3 IBO must:
 - 12.3.1 obey all laws, Codes, and regulations of the country he resides and/or operates in, in particular with regard to direct selling. He shall not involve himself in any business matter or activity which may jeopardise NeXarise's reputation;
 - 12.3.2 identify himself as a NeXarise IBO when conducting any activities relating to NeXarise, and fully comply with this manual, the NeXarise Business Plan ("BP") and any other NeXarise rules and procedures, including any subsequent amendments thereto. NeXarise may amend all rules and procedures at its discretion. Such amendments will be communicated to IBOs in such manner as NeXarise shall reasonably determine;
 - 12.3.3 order products directly from NeXarise
 - 12.3.4 promptly inform NeXarise of any serious complaints received from any customers. The IBO shall also provide NeXarise with all relevant correspondence associated with such complaint;
 - 12.3.5 not sell products or recruit new IBOs via a door-to-door method and not promote the NeXarise business in a public area;

- 12.3.6 not use social media in furtherance of his IBO business except in compliance with the guidelines contained herein and otherwise published by NeXarise;
- 12.3.7 not sell NeXarise products or services via auction (whether online or otherwise) or at prices which deviate from the prices established by NeXarise and/or its affiliates;
- 12.3.8 not use telemarketing methods, faxes, flyers, posters, large quantity mailing or any other broadcasting method to promote sales;
- 12.3.9 not use other professions' names or reputations to promote products. IBO must not pressure others into being sponsored;
- 12.3.10 not overstate benefits or use any other misleading methods to promote products;
- 12.3.11 not distort a product's price, specification, quality, characteristics, ingredients, origin, or condition to promote sales;
- 12.3.12 not sell non-NeXarise products using the NeXarise name or methods of sale and must not export or allow others to export NeXarise products without NeXarise's prior written agreement;
- 12.3.13 not use his network to sell other services which compete with those of NeXarise;
- 12.3.14 not be IBOs for any other direct selling companies, whilst they are NeXarise IBOs, if they are of ETL 1,000 or above, as they would be in possession of extremely confidential information concerning NeXarise. If IBOs who are [stated level] and above are discovered to be so involved in other direct selling companies, NeXarise may suspend their IBO;
- 12.3.15 follow NeXarise's rules at any meeting or seminar involving the IBO. The meetings must only be for the purpose of training IBOs and/or promoting the NeXarise products and business;

- 12.3.16 not promote their own political or religious beliefs whilst conducting NeXarise business;
- 12.3.17 inform NeXarise if they own their own networking centre or trademarks and these can only be used for promoting products following NeXarise's written approval;
- 12.3.18 not promote themselves as being agents, employees, or partners of NeXarise;
- 12.3.19 not use any means to threaten or intimidate other members of NeXarise; and
- 12.3.20 ensure to the best of their ability that NeXarise is not sued due to the IBO's negligence. IBOs accordingly acknowledge that they will indemnify NeXarise against any and all loss of profits (whether direct or indirect), goodwill, business opportunity or legal costs (whether or not reasonably foreseeable), which are incurred by NeXarise as a result of the acts or omissions of the IBO.

13. REPRESENTATIONS MADE DURING SALES

The IBO agrees to give a true and fair description of NeXarise products, services, and programmes in all discussions with customers, fellow IBOs and potential IBOs. This obligation to give a true and complete representation shall include the following points:

- 13.1 Policies and Procedures and NeXarise business
 - 13.1.1 The IBO shall neither miss-state, nor omit any essential details regarding the NeXarise programme. The Sponsor shall encourage the new IBO to read the policies and procedures in their back office and any other relevant documentation.
 - 13.1.2 In discussions with potential IBOs, the IBO will ensure that the following points are made clear:

- (a) that the NeXarise programme is based on the sale of NeXarise products and services to end customers;
- (b) IBOs will not be successful merely by sponsoring other IBOs without endeavouring to sell products or services themselves;
- (c) turnover from product sales is the sole source of Bonus payments; and
- (d) exclusive or undue emphasis on sponsoring is not permitted.

13.2 Income Representations:

13.2.1 The IBO shall not make any exaggerated representations as to potential income to be realised by prospective IBOs or disclose their NeXarise income (including the showing of payments, copies of payments or bank statements) when presenting the NeXarise opportunity except where this is expressly permitted in official NeXarise literature.

13.3 Product/Service Claims:

13.3.1 The IBO shall not make claims about NeXarise products or services other than those found in current NeXarise literature or on packaging labels. In particular IBOs may not make claims that NeXarise products have therapeutic or curative properties or that they are useful in the cure, diagnosis, mitigation or prevention of any disease or condition.

13.4 Non Disparagement:

13.4.1 In setting a proper example for their Downline, IBOs must not disparage other NeXarise IBOs, NeXarise products or services, the NeXarise opportunity, NeXarise employees or officers.

14. SPONSORING

14.1 Every IBO must have his own Sponsor. IBO shall not exert undue influence over the prospective IBO nor offer as enticement exaggerated prospects

with regard to the possible income or business development from being IBO in order to gain a new NeXarise IBO.

- 14.2 The Sponsor will be the name shown on the first IBO application to be signed, dated, and recorded in NeXarise's database.
- 14.3 Following instructions from NeXarise, or according to this manual, IBOs must provide training for IBOs they have sponsored periodically. Where IBO provides training for his Downline he shall ensure that the only equipment/tools used belong to NeXarise. The IBO is expected to pay a reasonable contribution as set by the event organiser for the purpose of running the business event.
- 14.4 Event organisers are not permitted to use the NeXarise events that they organise with an intention to make profit directly from the event. In the case where there are profits made, the organiser must then use those profits to subsidise the entry fee for the following events. Organisers of events are only permitted to organise events whereby the contents are related exclusively to the NeXarise opportunity.
- 14.5 Before sponsoring anyone IBO must honestly explain the manual, emphasising the responsibilities involved. IBOs can only ask prospective IBOs to submit an application if it has been fully explained. IBOs must explain the following:
 - 14.5.1 the qualification of becoming IBO;
 - 14.5.2 the importance of attending NeXarise meetings;
 - 14.5.3 this manual;
 - 14.5.4 the obligations and responsibilities of being an IBO;
 - 14.5.5 the types, prices, functions, qualities and uses of the products; and
 - 14.5.6 the procedures for, and consequences of, resignation.

- 14.6 A Sponsor must ask whether the prospective IBO and/or partner has been an IBO before. If he has, the Sponsor must follow the procedures stated below.
- 14.7 A Sponsor must ensure that the new IBO fully understands the product ordering procedures.
- 14.8 When an IBO who has been sponsored intends to resign, the Sponsor must assist him with the resignation procedure, including any product returns. A Sponsor must respect IBO's decision to resign.
- 14.9 A Sponsor must encourage his IBOs to participate in meetings and other activities held by NeXarise, although he cannot force IBO to attend.
- 14.10 A Sponsor must encourage his IBOs to undertake thorough research, and to use publications, printed materials, recorded audio, and/or visual aids made by NeXarise, and to conduct the NeXarise business according to the guidelines stipulated in such sales aids.
- 14.11 Under no circumstances can IBO (either directly or indirectly) assist, encourage or in any way become involved with another IBO leaving his current network in order to move to a different network which is competitive with NeXarise in any material respect.
- 14.12 When IBO voluntarily resigns he is not allowed to participate in any NeXarise activities for at least six (6) months. Should IBO be moving networks or Sponsor, he must also remain inactive for the first six (6) months following his move. If IBO is inactive, he must stop conducting and participating in all NeXarise activities. He is also unable to purchase products for re-sale, but can do so for personal use. He cannot participate in any stage of sales, he cannot explain the business to others or participate in any sponsoring meetings, training courses or other activities organised by NeXarise.

- 14.13 IBO must follow the rules stated above and below to change his Sponsor. He cannot sponsor any IBOs himself, or be himself be sponsored again, until after his six (6) month period of inactivity.
- 14.14 If IBO breaches the provisions of paragraphs 14.12, or 14.13, NeXarise has the right to take disciplinary action against him. This action includes suspension and transferring all his Downlines to the original line of sponsorship, and suspension of all qualifications and sales volume achieved during the period of breach.
- 14.15 If a Sponsor discovers a Downline has breached the provisions of paragraphs 14.12, or 14.13, he must report the breach to NeXarise within six (6) months of the violation, otherwise he will lose his right to recourse.
- 14.16 NeXarise's aim is to maintain stability in the networks and does not encourage IBOs to change networks at will. NeXarise will carefully consider any request for change and the following provisions will apply:
- 14.16.1 IBO is prohibited from having two or more NeXarise businesses; if he does, NeXarise will only recognise the first business as being the valid one and take disciplinary action if it sees fit; and
- 14.16.2 NeXarise reserves the right to reject any application for change of sponsorship.

15. INTERNATIONAL SPONSORING

- 15.1 Any IBO who has good standing within NeXarise can sponsor IBOs in countries other than the country in which the IBO is registered provided that NeXarise is operating in that country. The prospective newly sponsored IBO should be registered in his country of residence and a valid IBO Agreement should be obtained.
- 15.2 The sponsoring IBO will be responsible for making returns and payment of all applicable taxes in countries other than his country of Enrolment where appropriate.

15.3 An IBO sponsoring internationally must familiarise himself and comply with the laws, regulations, codes and NeXarise's Policies and Procedures for the country in which he is sponsoring.

15.4 NeXarise reserves the right to permit international sponsorship in future foreign markets but may impose any conditions it deems necessary.

15.5 Any IBO conducting NeXarise business in a country other than that in which he is resident and registered as a NeXarise IBO shall comply with the local DSA code in that country. If there is no local DSA in that country then the IBO shall comply with the requirements of the World Federation of Direct Selling Associations.

16. NEXARISE MEETINGS – EXPLAINING THE BUSINESS OPPORTUNITY

16.1 When inviting others to attend a NeXarise meeting about the business, IBO must stress that the meeting is a business opportunity presentation (BOP). IBO must act honestly during the meeting and must not give any misleading information, for example by implying or suggesting that:

16.1.1 he wishes to employ them as NeXarise staff;

16.1.2 NeXarise is a 'get-rich quick' scheme;

16.1.3 it is a purely social activity;

16.1.4 only a marketing survey is to occur; and/or

16.1.5 the meeting will deal with financial/tax/investment issues only.

16.2 The IBO must state that NeXarise is solely responsible for the business, that the intellectual property rights in relation to the products belong to NeXarise and that NeXarise will remain ultimately responsible for his distribution territory.

16.3 When explaining the business, IBO must:

16.3.1 explain the legal relationship between NeXarise and his IBOs;

- 16.3.2 not exaggerate the income or privileges he receives from NeXarise;
- 16.3.3 not disparage other direct selling organisations;
- 16.3.4 not imply that the benefits arise mainly from sponsoring others;
- 16.3.5 clearly state that the sale of products is of utmost importance and emphasise that IBO is not obliged to sponsor others;
- 16.3.6 explain that products have to be sold continuously and a courteous service be provided at all times in order to obtain income and bonuses;
- 16.3.7 explain that profit and income from the past and present can only be used as an estimate of what could be achieved in the future. He can use his own experience as an example and that of other IBOs after their permission has been obtained; and
- 16.3.8 only refer to achievements (such as holidays and buying houses) which IBO can realistically expect to earn.

17. QUALIFYING FOR BONUS

- 17.1 In order to receive bonuses or commission, IBOs must comply with the following obligations:
 - 17.1.1 fulfilment of all obligations with regard to the sponsoring of other IBOs (see Clause 7 and 14 in particular, if and to the extent they are relevant) and;
 - 17.1.2 Fulfilment of the qualification requirements as set out in the NeXarise business.

18. PAYMENT OF BONUS

- 18.1 Orders placed with NeXarise and paid for by the closing time of the NeXarise office on the last business day of the month (or such other time as determined by NeXarise) will qualify for bonus eligibility in that month.
- 18.2 NeXarise reserves the right in its sole discretion to determine the last business day of the month.

19. COMPENSATION

- 19.1 Earnings Through Sales. Commissions are paid to IBOs who qualify pursuant to the Compensation Plan and who are in compliance with the Contract. IBO's success is only achieved through the regular and repeated retail sale of products and the regular and repeated retail sales by his downline. As the success of any IBO depends largely on the personal efforts of that IBO, NeXarise does not guarantee any level of profit or success, nor does it guarantee IBO a specific income.
- 19.2 Payment. NeXarise will pay Commissions to qualified IBOs on product orders which:
- 19.2.1 are received by NeXarise before the end of the Commission period, and
- 19.2.2 have been fully paid with appropriate payment.
- IBO will not receive compensation for sponsoring or recruiting other IBOs.
- 19.2.3 Commissions are paid in the name of the Business Entity listed on the IBO Agreement. When no Business Entity is listed, Commissions are paid to the personal name of the first person listed on the IBO Agreement.
- 19.2.4 Unilevel and bonus pool commissions are paid on or before the 20th day of each month. Online product orders must be received by NeXarise before 11:59 p.m. (GMT) on the last day of the month to be included in that month's Unilevel Commission calculation.
- 19.2.5 If IBO believes that there is an error in the computation of Commissions and/or program qualifications, the error must promptly be brought to the attention of NeXarise. If such problems are not presented to NeXarise in writing within forty-five (45) days after the end of the relevant Commission period, the IBO waives all recourse with respect to such alleged error.
- 19.3 Reissued payments. In the event that a Commission payment must be reissued to IBO, NeXarise will charge the IBO a fee of £15 GBP (or

equivalent). If a payment must be reissued because of NeXarise's error, no additional charge will be applied. Payments reissued after one-hundred eighty (180) days will incur an additional £5 GBP processing fee.

- 19.4 Minimum payment Amount. The minimum amount for payment of commission and bonus payments is ten pounds (£10 GBP or equivalent local currency). Commissions and/or bonuses in an amount less than ten pounds (£10 GBP or equivalent local currency) for a pay period will accumulate until they equal or exceed ten pounds (£10 GBP or equivalent local currency).
- 19.5 Returned or Unclaimed payments. NeXarise makes every effort to ensure that IBO receives his commission payments. However, if a commission payment has been sent to IBO's last known address but is returned because the IBO has moved without a forwarding address or the payment is returned or not presented for payment for some other reason beyond the control of NeXarise, the payment shall be voided, and the amount may be credited to the IBO's account 180 days after his date of issue. This credit may be subject to a monthly maintenance fee.
- 19.6 No Manipulation. Manipulation of the Compensation Plan is not permitted and may result in disciplinary action. Manipulation of the Compensation Plan includes, but is not limited to, IBO purchasing, to qualify for various Ranks or Commissions, large quantities of product that are not sold through the direct sales channel, placing orders in his Downline, and any other actions that may violate domestic or foreign anti-pyramid scheme laws. Such manipulations may, in the discretion of NeXarise, result in the suspension of Commissions and termination of the IBO.
- 19.7 Deductions and Offsets. The IBO authorizes NeXarise to deduct fees from his Commissions as deemed appropriate in accordance with the terms herein or of any term or condition of the IBO Agreement. Any fees will be assessed at the sole discretion of NeXarise.

20. TRADEMARKS

NeXarise owns certain trademarks, service marks, trade names, slogans, symbols, and colour schemes which the IBO shall not use or display without NeXarise's prior written permission. Excluded from this are marketing materials, sample products, and advertising provided or sold to IBOs by NeXarise.

21. ADVERTISING

21.1 General

21.1.1 IBOs are permitted to advertise NeXarise products, services, or business with prior written approval from NeXarise. Please allow at least ten (10) days for approval. Unless NeXarise provides written approval, such approval shall be regarded as declined. All advertisements must state clearly that the IBO is a "NeXarise IBO". A copy of all articles (reproduced or otherwise) must be forwarded to the marketing department of NeXarise for their records.

21.1.2 IBOs are prohibited from using or authorising others to use NeXarise trademarks, service marks, trade names, slogans, symbols, and colour schemes in advertising in a manner that would suggest or imply that they are employed by or are agents of NeXarise. This includes in or on IBOs' cars, other than by way of stickers distributed by NeXarise.

21.2 Literature and Sales Aids:

21.2.1 The copyright in all NeXarise promotional material, whether printed matter or audio-visual items, shall remain the property of NeXarise at all times and may not be reproduced in whole or in part by the IBO, nor shall the IBO permit any other persons to do so without the express written consent from NeXarise. Television and radio broadcasts by IBOs in connection with their NeXarise business are prohibited.

- 21.2.2 IBOs may not advertise on any electronic mail media, including but not limited to the Internet and social media sites, without prior written approval by NeXarise. No IBO may independently design a website that uses the names, logos, product, or service descriptions of NeXarise nor use "blind" advertisements, which make product, service or income claims which are associated with NeXarise products, services or the NeXarise business.
- 21.2.3 IBOs' use of social media sites for the purpose of their NeXarise business is subject to compliance by IBO with guidelines published by NeXarise from time to time.
- 21.2.4 IBOs are expressly prohibited from the production, use or distribution of printed matter or audio-visual material which refers to the content, characteristics, or properties of NeXarise or NeXarise products or services, which has not been provided directly by NeXarise. This prohibition is not limited to print, audio, internet, or video media.
- 21.2.5 IBOs may not record or reproduce materials from any NeXarise corporate function event or speech, without the prior written consent of NeXarise.
- 21.2.6 IBOs may not record, reproduce, or copy any presentation or speech by any NeXarise spokesperson, representative, speaker, officer, director or other IBOs without the prior written consent of NeXarise.
- 21.2.7 IBOs may not produce, sell, or distribute literature, films, or sound recordings which in any way resemble those produced, published, and supplied by NeXarise to his IBOs. IBOs may not purchase, sell, or distribute non-NeXarise materials, which in any way suggest or imply that such materials originated from NeXarise.
- 21.2.8 Any and all support materials, e.g. promotional items, are to be sold and distributed only by NeXarise or NeXarise approved vendors.
- 21.2.9 IBOs must not use the names of any individuals or companies associated with NeXarise, or any other vendor's names in any advertising and/or

promotional materials of any kind, without the express written permission of NeXarise. Furthermore IBO may not contact, directly or indirectly, or communicate with any representative of any vendor, supplier, or manufacturer of NeXarise except at a NeXarise sponsored event at which the representative is present at the request of NeXarise.

21.2.10 Any display advertisements, institutional or trademark advertising, other than as covered in the foregoing rules, must be submitted to NeXarise, and be approved in writing by NeXarise prior to publication.

21.3 Telephone Answering Messages:

21.3.1 All IBOs are independent contractors. When answering the telephone or leaving a message on an answering machine, IBO must do so in such a manner as to avoid any possible mistaken assumption on the part of the caller that he is speaking directly to NeXarise or that the IBO is employed by or is an agent of NeXarise.

21.4 Telephone Directory Listing:

21.4.1 IBOs may be listed in the official telephone directory or in any business/commercial telephone directory as follows:

NeXarise Independent IBOs,

Smith, Jane, and John

Address/Telephone Number.

or:

Smith, Jane, and John

NeXarise Independent IBOs,

Address/Telephone Number.

21.5 Media

- 21.5.1 All publicity material originated by IBOs or replies to enquiries from newspapers, magazines or any other print media must be submitted to NeXarise for approval prior to publication. Please allow ten (10) days for approval. Unless NeXarise provides written approval, such approval shall be regarded as declined.
- 21.6 Stationery and Business Cards
 - 21.6.1 Any printed IBO materials including business cards must be approved by NeXarise in advance of printing and must indicate that the IBO is a NeXarise Independent IBO.
- 21.7 Labelling and Packaging
 - 21.7.1 IBOs may not re-label or alter the labelling of NeXarise products, nor repackage or modify the packaging thereof in any way.
- 21.8 Telephone Marketing
 - 21.8.1 Use of the NeXarise trademark, trade names or any of its product or service trade names or any copyright material on computer networks, facsimile machines, automatic answering machines or similar devices for the purpose of recruiting potential IBOs or customers is prohibited except where express written authorisation is given by NeXarise in advance.
- 21.9 TV Shopping Channels, etc.
 - 21.9.1 Other than as permitted in paragraph 21.8.1 above NeXarise does not allow direct response promotion or advertising for NeXarise products or services through the print media, radio, television, direct mail, mail order companies, leaflets, catalogues, annual directories or any other form of unsolicited direct response promotion or advertising. This restriction does not apply to the recruitment of IBOs.
- 21.10 Miscellaneous

- 21.10.1 No advertising of any description is allowed within a country, prior to and including the official commencement date of corporate sales and distribution.
- 21.10.2 NeXarise does not permit the inclusion of product or service pricing or pricing promotions in advertisements.

22. CONVENTIONS AND TRADE SHOWS

Before proceeding with an exhibit at a convention or trade show, IBOs must apply to NeXarise in writing for permission. NeXarise will not normally permit more than one IBO to exhibit at a particular trade show. Each IBO is responsible for contacting the appropriate local authorities regarding any required permit (or equivalent document) with regard to participation in a trade show and/or convention. If a permit (or equivalent document) is required, a copy of the document must be submitted to NeXarise for its permanent records. IBOs may not sell or promote NeXarise products or services or the business opportunity at farmer's markets or garage or car boot sales, or any such similar event, because of the damage to NeXarise goodwill caused thereby.

E BREACH

23. POLICIES AND PROCEDURES VIOLATIONS

- 23.1 In order to protect the integrity of NeXarise's IBO network and the business environment in which NeXarise operates, where an IBO discovers or suspects a violation of the Policies and Procedures by another IBO he should firstly discuss the problem with such other IBO. If this does not resolve the problem then the IBO who discovers or suspects such violation should report it to his upline to try and resolve the issue at a local level. If the matter cannot be resolved, it should be reported in writing to NeXarise including details of the date, location and nature of the violation and the identity of the IBO alleged to be in breach.

- 23.2 The IBO alleged to have violated the Policies and Procedures may be suspended in accordance with Clause 24 and required by NeXarise, in writing, to respond to the allegations within a period of ten working (10) days. On receipt of such IBO's response, the NeXarise Compliance Department will investigate and review the submissions and will determine the appropriate action to be taken. Please note that NeXarise will act on violations as it sees fit and that violations of the same nature with regard to different IBOs may be treated differently by NeXarise.
- 23.3 Where violations are proven or are not refuted by the IBO in question, this may result in a written warning, suspension, the imposition of fines or the termination of the IBO Agreement. The IBO hereby agrees that where a breach of the Policies and Procedures is determined, and a fine imposed, NeXarise shall be entitled to deduct the amount of such fine from his account with NeXarise.
- 23.4 The actions taken by NeXarise can include:
- 23.4.1 issue of a notice to the IBO. The notice will explain the reasoning behind the decision to monitor or discipline the IBO as well as the punishment to be imposed. If training has been recommended, the details of this will also be included. The notice can be sent to one or more IBOs depending upon how many are so affected;
- 23.4.2 re-training, which can be organised by IBOs (with NeXarise's supervision) or, should IBO fail to so organise, by NeXarise itself. If IBO chooses to organise the training he must submit a copy of the training programme to NeXarise for approval in writing beforehand. The programme must state the date, time, and venue for the training as well as the recommended presenter and number of participants. When attending the training the participants must sign a register of attendance which will be forwarded to NeXarise. IBO who organises the training must also report the results of the training to NeXarise in writing. NeXarise can send any staff it chooses

to the training if it so wishes, and IBOs must permit NeXarise staff to participate as fully as such staff require;

- 23.4.3 suspending the IBO from participating in any activities relating to sponsoring;
- 23.4.4 suspending the IBO from receiving any and all Commission/incentives during a monitored period; and/or
- 23.4.5 temporarily withdrawing honours, ranks and status.
- 23.5 If NeXarise is satisfied with the result of monitoring and/or re-training then the monitoring and/or retraining will cease, and all benefits suspended will be resumed. All expenses incurred as a result of the monitoring and/or retraining will be deducted from any commission/bonuses retained by NeXarise during this period.
- 23.6 If NeXarise decides that the monitoring and/or retraining has failed NeXarise can either extend the suspension period, take further corrective measures, or stop the monitoring and/or retraining, and terminate the Agreement with the IBO instead.
- 23.7 NeXarise shall notify the IBO in writing of any determination. The IBO will then be allowed fourteen (14) days, from the date of the notice of determination, in which to appeal the disciplinary action. The appeal should be in writing and addressed to the Appeals Committee, which shall hear any such appeals once per calendar month.

24. SUSPENSION

- 24.1 NeXarise shall be entitled to suspend IBO for a (renewable) preliminary period of up to ninety (90) days. Should allegations which have been made against the IBO be proved, NeXarise reserves the right in its sole discretion to determine an unlimited period of suspension. The right of a suspended IBO to receive compensation from NeXarise ceases immediately from the date of suspension but resumes at the end of the suspension period.

- 24.2 A suspended IBO must cease selling NeXarise products, sponsoring NeXarise IBOs, using NeXarise promotional materials, trademarks, trade names, service marks, logos and colour schemes, representing himself as IBO, attending NeXarise meetings or acting in any way, which may be adverse to the business of NeXarise or its IBOs.
- 24.3 At the expiry of the suspension period the IBO shall be reinstated to good standing within NeXarise or where the suspension is for violation of Policies and Procedures the IBO Agreement may be terminated in accordance with Clause 26.

F TERMINATION

25. IBO WISHES TO END HIS AGREEMENT

If IBO terminates his IBO Agreement at any time by notifying NeXarise in writing, the IBO's business will be transferred to his Sponsor. He must wait six (6) months from the date of termination of the IBO Agreement before reapplying to become IBO.

26. TERMINATION

- 26.1 The IBO Agreement may be terminated by NeXarise by seven (7) days' notice in writing for any breach of its provisions or violation of any of the Policies and Procedures which is proven or not refuted in accordance with the procedure set out in Clause 23, or by either party with or without cause or reason at any time during the initial term or any renewal term upon not less than fourteen (14) days written notice.
- 26.2 NeXarise may terminate the Agreement if (for example) the IBO:
- 26.2.1 provides false information to NeXarise in any respect in relation to the IBO Agreement (including the IBO not signing the Agreement himself);
 - 26.2.2 seriously breaches the Agreement, this manual and/or the Policies and Procedures;

- 26.2.3 commits any breach which NeXarise has requested be rectified, but which has failed to be so rectified within the period specified; and/or
- 26.2.4 is convicted of any crime or breach of any laws and regulations of the IBO's country of residence involving moral turpitude on his part, or becomes liable to any term of imprisonment.
- 26.3 A notification of termination will be sent to the latest registered email address held by NeXarise for the IBO and will state the details of the violation and the date termination is effective. It will also specify the IBO's right to appeal the decision, which is done in accordance with Clause 27.
- 26.4 An IBO whose IBO Agreement has been terminated, either voluntarily or by NeXarise, must wait six (6) months from the date of termination before reapplying to become a NeXarise IBO. The right of a terminated IBO to receive compensation from NeXarise ceases immediately from the date of the termination.
- 26.5 A terminated IBO must stop sponsoring NeXarise IBOs, using NeXarise promotional materials, trademarks, trade names, service marks, logos and colour schemes, representing himself as a NeXarise IBO, attending NeXarise meetings, and must not act in any way which may be adverse to the business of NeXarise or its IBOs.
- 26.6 On termination of the IBO Agreement the existing Downline of the IBO moves up. Notwithstanding the foregoing, NeXarise reserves the right following the IBO's termination for whatever reason to hold open his IBO position. Upon termination of the IBO Agreement, all genealogy reports in the possession of the IBO shall be returned to NeXarise.
- 26.7 The IBO must stop using all NeXarise trademarks and no longer introduce himself as a NeXarise IBO. Upon termination the IBO will also lose his NeXarise status and honours accordingly.

26.8 Except where the obligation on IBO is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Agreement, the IBO shall be released from all future contractual liabilities toward NeXarise on termination of the Agreement at any time

27. REVIEW BY APPEALS COMMITTEE

27.1 IBO who is being monitored or disciplined or whose agreement has been terminated can write to his local Appeals Committee to review the decision within fourteen (14) days after receiving notification from NeXarise.

27.2 The IBO must provide relevant evidence as and when requested by the Committee. The Committee will decide upon the strength of the evidence provided. The IBO will be provided with a copy of any evidence sent by NeXarise to the Committee with regard to the matter.

27.3 The Committee will advise NeXarise on the action it advises should be taken but NeXarise will have the final say with regard to such action. The Committee will notify the IBO of NeXarise's final decision and any measures, actions, and /or reasons associated with it.

G CONSEQUENCES OF TERMINATION

28. NEXARISE PRODUCT REPURCHASE POLICY – CANCELLATION OF THE AGREEMENT

An IBO has the right within a period of 14 (fourteen) days of entering into the Agreement to cancel the Agreement without penalty by written notice of termination and to return any products purchased within that period and which remain unsold provided that such unsold goods are in the condition which they were in at the time of purchase, (whether or not their external wrappings have been broken) and to require NeXarise to refund an amount equal to 100% of any monies paid in respect of such Starter Kit and products.

29. NEXARISE PRODUCT REPURCHASE POLICY - PRODUCTS PURCHASED WITHIN NINETY (90) DAYS PRIOR TO TERMINATION

29.1 Where the Agreement is terminated more than fourteen (14) days after it has been entered into, the IBO shall have the right to return to NeXarise any products which the IBO has purchased, providing such products are unsold and are returned within a period of ninety (90) days prior to such termination. The IBO will then be entitled to receive:

29.1.1 Where the IBO has terminated the Agreement, the price (inclusive of VAT) which the IBO paid for the products returned within 21 days of termination, less

(a) in the case of any products, which have deteriorated in condition, due to an act or default on the part of IBO, an amount equal to the diminution in their value resulting from such deterioration; and

(b) a reasonable handling charge;

29.1.2 where NeXarise has terminated the Agreement, the price (inclusive of VAT) that IBO paid for the products together with any costs incurred by the IBO in returning the products to NeXarise;

29.2 Any such refund shall be payable upon delivery of the products by the IBO to NeXarise or within a reasonable period of time if the products are already held by NeXarise. The IBO must return such products to NeXarise in an unused commercially resalable condition not more than fourteen (14) days after the date of termination

29.3 NeXarise shall be entitled to request proof of ownership, e.g. sale receipts, for the products that the IBO requires NeXarise to buy back in accordance with the Agreement.

30. NEXARISE PRODUCT REPURCHASE POLICY - BONUSES AND COMMISSIONS

The IBO understands and agrees that bonuses or commissions paid within the preceding one hundred and twenty (120) days on products returned by IBOs, in his Downline, may be deducted from his account with NeXarise at any time where IBO in his Downline terminates his Agreement or is terminated by NeXarise.

H MISCELLANEOUS

31. CONFIDENTIALITY

31.1 On a regular basis, NeXarise will provide customer information, financial information and other information and reports regarding IBO's Downline, product turnover and product compilation.

31.2 This information is strictly confidential and is the express property of NeXarise, and is imparted to the IBO in good faith. The IBO agrees that he will not use or disclose or permit the use or disclosure of such information either directly or indirectly to any third party. The IBO and NeXarise agree that such confidential information would not be made available to the IBO in the absence of such confidentiality agreement as decided by NeXarise.

32. DATA PROTECTION

32.1 This clause describes NeXarise's duty of care in relation to the collection and use of data, and in relation to the IBO with regard to the data that is held by him. In this respect, NeXarise is committed to:

32.1.1 obtaining and processing personal data or the information constituting personal data fairly;

32.1.2 ensuring personal data is accurate and, where necessary, kept up-to-date;

32.1.3 keeping personal data for only one or more specified lawful purpose;

32.1.4 not using or disclosing personal data in any manner incompatible with such lawful purpose;

- 32.1.5 ensuring that personal data is adequate, relevant, and not excessive in relation to such purposes;
- 32.1.6 not keeping personal data for longer than is necessary for such purposes; and
- 32.1.7 taking appropriate security measures against unauthorised access or alteration, disclosure, or destruction of personal data and against any accidental damage, loss, or destruction.

32.2 The IBO acknowledges that he has been informed by NeXarise that the information which he gives to NeXarise (including information relating to himself, his address and other details) will be retained by NeXarise on a database and will be used by NeXarise for the purposes of calculating the marketing commissions payable and for the performance of the NeXarise business.

32.3 The IBO also acknowledges that NeXarise may disclose this information in connection with such purposes to other members of NeXarise, which may be situated inside or outside the EU and to other persons including other IBOs, as part of NeXarise's genealogies. The IBO consents to NeXarise retaining, processing, and disclosing the information referred to as set out above.

33. SEVERABILITY

If at any time any term or provision in these Policies and Procedures shall be held to be illegal, invalid or unenforceable in whole or in part under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of these Policies and Procedures but the enforceability of the remainder of these Policies and Procedures shall not be affected.

34. NON-PERFORMANCE

NeXarise shall not be responsible for delays and failures in performances, where performance is made commercially impracticable due to any circumstance beyond NeXarise's reasonable control. This includes, without limitation, strikes, labour difficulties, riot, war, fire, death, curtailment of NeXarise's usual source of supply, and/or government decrees or orders.

35. NOTICES

35.1 All notices to be given pursuant to the IBO Agreement and these Policies and Procedures shall be deemed to have been properly given by:

35.1.1 Sending the notice by first class post addressed to the IBO at the latest address held on file by NeXarise or if to NeXarise, at its registered office or its principal offices in the United Kingdom; or

35.1.2 Delivery by hand, or by a reputable overnight delivery service; or

35.1.3 By email to the last registered email address of the IBO on the records of NeXarise

36. VARIATIONS

NeXarise expressly reserves the right to make alterations or amendments to prices, to the IBO Agreement, to the Policies and Procedures, subject to the applicable law. Where the alteration is to the detriment of the IBO, prior notice shall be given by means of a notice on NeXarise's web site and/or by such other means as NeXarise shall reasonably determine.

37. NON-WAIVER

Failure of NeXarise to exercise any rights stated in the IBO Agreement, this manual, the Policies and Procedures and other relevant documentation shall not constitute a waiver of NeXarise's right to demand exact compliance therewith and waiver by NeXarise of any particular breach of a provision contained in such documentation shall not constitute a waiver of any prior, concurrent, or subsequent breach by IBO.

38. GOVERNING LAW

The terms and provisions of the IBO Agreement, this manual, the, the Policies and Procedures, all other relevant documentation and any dispute arising there under shall be governed by English law and the IBO and NeXarise hereby submit to the non-exclusive jurisdiction of the English Courts.

39. NOTICES

Any notices to be sent to NeXarise hereunder shall be sent to:

NeXarise - Correspondence address: The Mille, 1000 Great West Rd,
Brentford TW8 9DW

E-mail: ibosupport@nexarise.com

Web: www.NeXarise.com

or to such revised address as may be notified to IBO from time to time.

Any notices to IBO shall be sent to IBO at his latest registered email address of record held by NeXarise.

40. LIMITATION OF LIABILITY.

To the extent permitted by law, NeXarise, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as "Responsible Parties") shall not be liable for, and the IBO releases NeXarise and its Responsible Parties from and waive all claims, for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by IBOs as a result of:

40.1 IBO's breach of the Contract,

40.2 the promotion or operation of the IBO and the IBO Business;

40.3 IBO's incorrect or wrong data or information provided to NeXarise or its Responsible Parties; or

- 40.4 the IBO's failure to provide any information or data necessary for NeXarise to operate its business.
- 40.5 IBO agrees that the entire liability of NeXarise and its responsible parties for any claim whatsoever related to the contract, but not limited to, any cause of action sounding in contract, tort, or equity, shall not exceed, and shall be limited to, the amount of products the IBO has purchased from NeXarise that are in resalable condition.

41. ENTIRE AGREEMENT.

The Agreement contains the entire understanding concerning the subject matter hereof between NeXarise and the IBO, and is intended as a final, complete, and exclusive expression of the terms of the parties. The Agreement supersedes and replaces all prior negotiations and proposed, but unexecuted agreements, either written or oral. Any prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of the Agreement, have no force or effect. If there is any discrepancy between verbal representations made to the IBO by any employee or agent of NeXarise and the terms of the Contract, the express written terms and requirements of the Agreement will prevail.

42. LEGAL COSTS.

If any suit, action, or proceeding is brought to enforce any term or provision of this Contract, the prevailing party shall be entitled to recover reasonable legal fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled. Unless otherwise required by any arbitration clause herein, any legal action concerning the Agreement shall be brought in England and Wales. In the event any court of competent jurisdiction shall declare any portion of the Agreement to be invalid, the remainder of the Agreement shall not be invalidated thereby, but shall remain in full force and effect.