



## **IBO Policies & Procedures**

**Table of Contents**

A	General.....	1
1.	General.....	1
B	IBO Status .....	1
1.	Becoming a NeXarise IBO.....	1
2.	Independent Business Relationship .....	3
3.	Changes in IBO Status .....	4
4.	Taxes.....	8
C	Products and Services.....	9
5.	Terms and Conditions.....	9
6.	Cross Line Sponsoring.....	10
7.	Stock (Physical products only).....	11
8.	Customer Enquiry Procedure.....	12
9.	Ordering NeXarise products.....	12
D	IBO Rights and Obligations.....	16
10.	Code of Ethics.....	16
11.	IBO's Rights and Responsibilities.....	17
12.	UPLINE RESPONSIBILITY .....	20
13.	Representations made during sales .....	21
14.	Sponsoring .....	22
15.	International Sponsoring .....	25
16.	Disputes Between IBOs.....	25
17.	NeXarise Meetings – Explaining the Business Opportunity .....	26
18.	Qualifying for Bonus .....	27
19.	Payment of Bonus .....	27
20.	Compensation .....	28
21.	Trademarks.....	30
22.	Advertising.....	30
23.	Conventions and Trade Shows.....	33
E	Breach .....	34
24.	Policies and Procedures Violations .....	34
25.	Suspension .....	36
F	Termination .....	38

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

### **1. BECOMING A NEXARISE IBO**

- 1.1 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. The agreement terms will also be available on NeXarise's website. IBO details will be recorded on the NeXarise database and stored in accordance with clause 1.2.4. NeXarise reserves the right to reject any application for any reason whatsoever.

- 1.2 Eligibility requirements to become an IBO are as follows:
- 1.2.1 A potential new IBO can be introduced only by NeXarise or by a current active IBO.
  - 1.2.2 The IBO must have reached the age of 18 years and be a legal 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.
  - 1.2.3 The IBO may operate as an IBO for NeXarise only in the country in which he is ordinarily resident. Which may be requested by NeXarise for any given reason.
  - 1.2.4 The IBO will be allocated a unique IBO Business ID Number. This number will be recorded on the NeXarise database, together with the IBO's personal details.
  - 1.2.5 IBOs may not have an ownership or management control of more than one IBO position without express written permission from NeXarise, which may be granted at the sole discretion of Nexarise.
  - 1.2.6 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 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.
  - 1.2.7 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.
  - 1.2.8 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 local country. Charities, non-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.

- 1.2.9 Any change in control of a corporate IBO may be treated by NeXarise as an application to transfer the IBO Agreement and it must be reported to NeXarise.
- 1.2.10 Trading names are permitted at the discretion of NeXarise.
- 1.2.11 A partnership may not become an IBO.
- 1.2.12 No purchase is necessary to become an IBO, other than payment of the Enrolment Fee.
- 1.2.13 NeXarise will recognise only one bank account/NeX pay account for each IBO distributorship
- 1.2.14 The IBO will pay NeXarise the business support and annual renewal 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 of either the monthly support fee or the annual renewal fee, NeXarise reserves the right to forfeit all pending commission payments and terminate the IBO.

## **2. Independent Business Relationship**

- 2.1 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. IBO indemnifies and hold each Nexarise Company, its shareholders, directors, officers and employees harmless from any and all claims, damages and expenses, including any attorney's fees. 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 3. An IBO will not be treated as an employee for purposes of any national or local statute, regulation, determination or other law, IBOs will only be representing Nexarise to the limited extent expressly provided in the IBO Agreement and IBO policies and procedures, the IBO is not empowered to bind Nexarise in any way.

- 2.2 Any verbal or written statements made by the IBO, as an independent contractor, regarding NeXarise products or services and the NeXarise business must be based strictly on the 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.
- 2.3 The IBO being an independent contractor, 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.
- 2.4 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"). On each anniversary, the IBO will be charged an annual renewal fee according to the global renewal fees document available in the IBO control centre. Each IBO is required to renew his IBO Agreement prior to the Expiration Date. Annual Renewal also confirms that the IBO agrees to the new updated terms and conditions of the Nexarise IBO agreement. NeXarise reserves the right at its 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).

### **3. CHANGES IN IBO STATUS**

#### **Change of Name:**

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

**Line of sponsorship:**

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

- 3.2.1 where NeXarise believes that there has been unethical sponsoring by the original Sponsor; or
- 3.2.2 where NeXarise receives the written approval of the immediate three (3) upline Sponsors for such termination.
- 3.2.3 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 or the same sponsor if he so wishes. 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:**

- 3.3 IBO position or any rights ensuing therefrom may be sold or otherwise transferred by the IBO subject to prior written approval from NeXarise. In general no transfer agreement will be approved unless it includes:
- 3.3.1 covenants by the seller not to solicit his Downline or any NeXarise IBO/Customer directly or indirectly for at least six (6) months from the effective date of the sale; and
- 3.3.2 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.



- 3.4 Subject to prior approval from NeXarise 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.
- 3.5 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 Clause1). The purchaser must register into the selling IBO's sponsorship line.
- 3.6 Where the IBO's position is offered to the upline IBO the upline IBO must notify the IBO within 7 days as to whether they wish to accept or decline the offer.
- 3.7 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:
- 3.7.1 a proposed transfer agreement including terms of payment;
  - 3.7.2 an application for an IBO Agreement signed by the proposed transferee;
  - 3.7.3 payment of the Enrolment Fee
  - 3.7.4 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;
- 3.8 No IBO may buy or sell IBO position other than in accordance with this clause.
- 3.9 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:**

- 3.10 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:**

- 3.11 Should married IBOs divorce, or a civil partnership legally separate, at a time when:
- 3.11.1 one is the sponsor of the other, the mere fact of divorce or separation has no bearing on their status as IBOs; or
  - 3.11.2 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.
- 3.12 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 (6) months after the time of the divorce/separation.
- 3.13 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**

- 3.14 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:**

- 3.15 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 official documentation evidencing the authority of the person authorised by a power of attorney.

**4. TAXES**

- 4.1 An IBO assumes complete responsibility for all Federal, Provincial, and Local taxes on any income generated as an independent IBO and agrees to indemnify NeXarise for any failure to file or pay such tax amounts when due.
- 4.2 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/Sales Tax 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.
- 4.3 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 local TAX authority 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.

NeXarise recommends that all IBOs speak with a local tax advisor for further information about their business.

## **C PRODUCTS AND SERVICES**

### **5. TERMS AND CONDITIONS**

#### **General:**

- 5.1 IBOs must adhere to the “Dos and Dont’s” 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.
- 5.2 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. Nexarise strictly prohibits IBOs from acquiring customers through cold marketing techniques. IBOs are only permitted to acquire customers through relationship and referral marketing techniques.

#### **Sale of products to the IBO**

- 5.3 NeXarise's liability arising in connection with the sale of goods to IBO shall be limited to:
- 5.3.1 death or personal injury resulting from NeXarise's negligence or wilful misconduct; and fraud
- 5.3.2 repair or replacement of defective products; and
- 5.3.3 any liability that cannot be excluded or limited by law.

- 5.3.4 Other than as expressly provided for in Clause 5.4, 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**

- 5.4 NeXarise or affiliates hold 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 the 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.

## **6. 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 six (6) months after the expiry or termination of the Agreement, he shall not take or directly or indirectly 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 six (6) months 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. For IBOs who have signed up as a private limited company, any such Shareholders and Directors of the corporate IBO distributorship are bound by this policy within their personal capacity.

## 7. **STOCK (PHYSICAL PRODUCTS ONLY)**

NeXarise is a customer acquisition company and 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:**

- 7.1 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. An IBO who is also a consumer must adhere to the Terms & Conditions of the product or service they consume.

### **Excessive Stock:**

- 7.2 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.
- 7.3 IBO may not purchase stock of any physical products 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 UK IBOs:**

7.4 NeXarise shall not accept from a new UK IBO any payment or undertaking to make a payment to NeXarise 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.

## **8. CUSTOMER ENQUIRY PROCEDURE**

8.1 In the case of enquiries made by a customer directly to NeXarise without reference to the 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 an enquiry will be requested to contact the IBO in question.

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

## **9. ORDERING NEXARISE PRODUCTS**

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

9.2 Ordering. Products/services can be ordered only via the NeXarise affiliate website.

9.2.1 Payment must be the exact amount of the order (plus shipping charges if applicable) and may be made by those methods presently available (credit card, direct debit, or EFT).

9.2.2 Unauthorized use of another person's debit/ credit card is strictly prohibited.

9.3 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 authorising 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.

- 9.3.1 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.
- 9.3.2 For the first ninety (90) days or more, orders using EFT may be subject to a shipping hold in order to verify funds.
- 9.3.3 IBO's use of a bank account belonging to another person for EFT purchases requires written authorisation by the owner of the account. Such authorisation must be submitted to Nexarise before placing an order.
- 9.4 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 or its affiliate companies 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.
- 9.4.1 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 initiates the 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.



- 9.4.2 Any uncollected amount for any NeXarise service may be deducted from the IBO's present or future Commissions.
- 9.4.3 The IBO understands that he will be liable for the outstanding amount for unpaid product charges and fees. It is expressly understood by the IBO that this liability supersedes any limitations of liability otherwise available to the IBO.
- 9.5 Seventy Percent Rule. IBO certifies with each new product order that he has sold or consumed at least 70% of all products 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 upon 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. The IBO is responsible for every customer acquired through their IBO distributorship, and Nexarise may request that IBO to submit a valid ID of the customer acquired in case of any suspicious activity. Failure to provide such document may result in a compliance case being filed.
- 9.6 Sales Taxes.
- 9.6.1 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.

- 9.6.2 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.
- 9.7 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.
- 9.7.1 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.
- 9.7.2 The customer may return only a physical product purchased from an IBO 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.
- 9.7.3 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. The 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.
- 9.8 Buy Back. NeXarise may buy back any unused physical products and sales material sold to IBO who voluntarily terminates the Agreement pursuant to Clause 27, Termination.

**D IBO RIGHTS AND OBLIGATIONS****10. CODE OF ETHICS**

- 10.1 The IBO agrees to conduct his business according to the following Code of Ethics. This Code ensures high standards of integrity and professionalism throughout the NeXarise network of IBOs and protects the business image of the individual IBO as well as the overall image of NeXarise.
- 10.2 The IBO promises and agrees when conducting his business that he will:
- 10.2.1 conduct himself and deal with customers and other IBOs with the highest standards of honesty, integrity, and fairness and in accordance with the code of conduct outlined by DSA local bodies regardless of if NeXarise is a member of that local body or not;
  - 10.2.2 be honest in all business dealings;
  - 10.2.3 represent the NeXarise and affiliate products and services in complete accordance with the information contained in NeXarise literature, product/service's website, without making misleading product or service claims;
  - 10.2.4 represent NeXarise's business completely to all potential IBOs, without making any misleading or exaggerated income claims;
  - 10.2.5 make estimates of profits that are based on reasonable predictions for what an average IBO would achieve in normal circumstances;
  - 10.2.6 represent that past earnings in a given set of circumstances do not necessarily reflect future earnings;
  - 10.2.7 not misrepresent the amount of expenditure that an average IBO might incur in carrying on the business;
  - 10.2.8 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;
  - 10.2.9 not state or imply that the IBO will build a Downline organisation for anyone else;

- 10.2.10 not state that any consumer, business or government agency or other person or entity has approved or endorsed the NeXarise products, services, or business;
- 10.2.11 fulfil all obligations associated with sponsoring other IBOs, including training, motivation, and support;
- 10.2.12 familiarise himself with and abide by IBO agreement terms and conditions, the NeXarise Policies & Procedures, Social media guidelines which may be 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;
- 10.2.13 familiarise himself with and abide by all laws, common laws, regulations, codes, and statutes of any country in which he conducts his NeXarise business;
- 10.2.14 must successfully complete any training module, if required to promote any particular service or product.

## **11. IBO'S RIGHTS AND RESPONSIBILITIES**

- 11.1 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.
- 11.2 IBOs are able to, subject to these Policies and Procedures:
  - 11.2.1 receive NeXarise literature and other communications;
  - 11.2.2 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
  - 11.2.3 participate in promotional and incentive competitions and other NeXarise sponsored programmes.

- 11.2.4 NeXarise reserves the right to disqualify IBO from participating in the aforementioned events, for any reason whatsoever.
- 11.3 IBO must:
- 11.3.1 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 the NeXarise reputation;
  - 11.3.2 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;
  - 11.3.3 order products directly from the NeXarise website;
  - 11.3.4 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;
  - 11.3.5 not sell products or recruit new IBOs via a door-to-door method and not promote the NeXarise business in a public area;
  - 11.3.6 not use social media in furtherance of his IBO business except in compliance with the guidelines contained herein and otherwise published by NeXarise;
  - 11.3.7 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;
  - 11.3.8 not use telemarketing methods, faxes, flyers, posters, large quantity mailing or any other broadcasting method to promote sales;
  - 11.3.9 not use other professions' names or reputations to promote products. IBO must not pressure others into being sponsored;

- 11.3.10 not overstate benefits or use any other misleading methods to promote products / services;
- 11.3.11 not distort a product's price, specification, quality, characteristics, ingredients, origin, or condition to promote sales;
- 11.3.12 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;
- 11.3.13 not use his network to sell other services which compete with those of NeXarise;
- 11.3.14 IBOs at all levels are obligated to notify the Company if they are enrolled as a distributor for another Network Marketing company by sending an email to the Company Compliance Department at [compliance@nexarise.com](mailto:compliance@nexarise.com). If they are of ETL 1,000 or higher, as they would be in possession of extremely confidential information concerning NeXarise. If IBOs who are ETL1000 and above are discovered to be involved in other direct selling companies, NeXarise may suspend their IBO distributorship;
- 11.3.15 \*DUE TO THE VISIBILITY OF OUR HIGHER-RANKING IBOs, Nexarise IBOs AT THE RANK OF RD10 AND ABOVE AGREE NOT TO PARTICIPATE IN ANY NETWORK MARKETING OPPORTUNITY, REGARDLESS OF IF THE COMPANY SELLS COMPETING PRODUCTS OR NOT. If at the time of enforcement of any provision of this section, a court shall hold that the duration, scope or area restriction of any provision herein is unreasonable under circumstances now or then existing, you and Nexarise hereto agree that the maximum restricted period, scope or territory reasonable under the circumstances shall be substituted by the court for the stated duration, scope or area;
- 11.3.16 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, services and business plan;

- 11.3.17 not promote their own political or religious beliefs whilst conducting NeXarise business;
- 11.3.18 inform NeXarise if they own their own networking centre or trademarks, and these can only be used for promoting products following written approval from NeXarise;
- 11.3.19 not promote themselves as being agents, employees, or partners of NeXarise;
- 11.3.20 not use any means to threaten or intimidate other members or corporate staff of NeXarise; and
- 11.3.21 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.

## **12. UPLINE RESPONSIBILITY**

- 12.1 If you want to Sponsor additional IBOs and form a sales team, you are responsible for ensuring that they are aware of and follow these Policies and Procedures as well as their legal duties. See clause 14 for information on how to sponsor new IBOs.
- 12.2 It is a violation of these Policies and Procedures to fail to effectively oversee or monitor your Downline's compliance.
- 12.3 Any benefits received by that IBO's Upline because of the compliance breach may be withdrawn if that IBO is deemed liable for the violation. This includes the withholding or reversal of any remuneration due or paid to any Upline IBO, as well as the cancellation of any earned level in the Compensation Plan.

- 12.4 If NeXarise is unable to collect such funds from the IBO that committed the compliance breach, upline IBOs may be required to repay all cost and expenditures paid by NeXarise.

### **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:

- 13.1.1 Policies and Procedures and NeXarise business
- 13.1.2 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 control centre and any other relevant documentation including but not limited to social media guidelines and Arise Academy compliance guidelines.
- 13.1.3 In discussions with potential IBOs, the IBO will ensure that the following points are made clear:
- (a) that no compensation is earned unless customers are acquired and the NeXarise programme is solely based on the sale of NeXarise products and services to end customers;
  - (b) IBOs will not be successful and will not earn any compensation 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, on packaging labels or product specific websites. In particular IBOs may not make claims that NeXarise wellness 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. The IBO shall not exert undue influence over the prospective IBOs nor offer as enticement exaggerated prospects regarding the possible income or business development from being an 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 the NeXarise 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. The maximum allowed ticket price for IBO organised events is €25 or equivalent currency.
- 14.5 Before sponsoring anyone, an 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 an 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 in these policies and procedures.
- 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 an 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 the IBO voluntarily resigns, he is not allowed to participate in any NeXarise activities for at least six (6) months. Should the IBO be moving networks or Sponsor, he must also remain inactive for the first six (6) months following his move. If an IBO is inactive, he must stop conducting and participating in all NeXarise activities. He is also unable to purchase products for resale, 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 The 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 an 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 The aim of NeXarise is to maintain stability in the networks and this 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. DISPUTES BETWEEN IBOS**

- 16.1.0 NeXarise encourages IBOs to settle conflicts with other IBOs in an amicable and professional manner.
- 16.1.1 NeXarise may get involved at its sole discretion in any arbitration to resolve any disagreement

- 16.1.2 If NeXarise gets involved as a result of section 16.1.1, IBOs agree that the finding of NeXarise and resolution are final.
- 16.1.3 NeXarise will not act as a mediator in conflicts between people who are part of the same Distributorship (for example, between shareholders of a LLC or spouses). In such circumstances, NeXarise will follow the directions of the Primary Contact or the person who was previously designated as the Distributorship's primary contact.
- 16.1.4 If there is a disagreement between NeXarise and an IBO over their rights and duties under the IBO Agreement, these Policies and Procedures, or the Compensation Plan, the IBO Agreement's procedures will be followed and the outcome will be final.

## **17. NEXARISE MEETINGS – EXPLAINING THE BUSINESS OPPORTUNITY**

- 17.1 When inviting others to attend a NeXarise meeting about the business, an IBO must stress that the meeting is a business overview presentation/meeting (BOP/BOM). An IBO must act honestly during the meeting and must not give any misleading information, for example by implying or suggesting that:
- 17.1.1 he wishes to employ them as NeXarise staff;
  - 17.1.2 NeXarise is a 'get-rich quick' scheme;
  - 17.1.3 it is a purely social activity;
  - 17.1.4 only a marketing survey is to occur; and/or
  - 17.1.5 the meeting will deal with financial/tax/investment issues only.
- 17.2 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.

- 17.3 When explaining the business, an IBO must:
- 17.3.1 explain the legal relationship between NeXarise and its IBOs;
  - 17.3.2 not exaggerate the income or privileges he receives from NeXarise;
  - 17.3.3 not disparage other direct selling organisations;
  - 17.3.4 not imply that the benefits arise mainly from sponsoring others;
  - 17.3.5 clearly state that the sale of products is of utmost importance and emphasise that IBO is not obliged to sponsor others;
  - 17.3.6 explain that products have to be sold continuously and a courteous service be provided at all times in order to obtain income and bonuses;
  - 17.3.7 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
  - 17.3.8 only refer to achievements (such as holidays) which the IBO can realistically expect to earn.

## **18. QUALIFYING FOR BONUS**

- 18.1 In order to receive bonuses or commission, IBOs must comply with the following obligations:
- 18.1.1 fulfilment of all obligations with regard to the sponsoring of other IBOs (see Clause 6 and 14 in particular, if and to the extent they are relevant) and;
  - 18.1.2 Fulfilment of the qualification requirements as set out in the NeXarise business plan.
  - 18.1.3 Be in good standing with all or any Nexarise products and/or services if a customer.

## **19. PAYMENT OF BONUS**

19.1 Orders placed with NeXarise and paid for by 9:00 pm UK time (GMT or BST) on the last business day of the month (or such other time as determined by NeXarise) will qualify for bonus eligibility in that month.

19.2 NeXarise reserves the right in its sole discretion to determine the last business day of the month.

## **20. COMPENSATION**

20.1 Earnings Through Sales. Commissions are paid to IBOs who qualify pursuant to the Nexarise Business 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.

20.2 Payment. NeXarise will pay Commissions to qualified IBOs on product orders which:

20.2.1 are received by NeXarise before the end of the Commission period, and

20.2.2 have been fully paid with appropriate payment.

IBO will not receive any compensation for sponsoring or recruiting other IBOs.

20.2.3 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.

20.2.4 Overriding commissions are paid on or before the 20<sup>th</sup> day of each month for the previous billing cycle and the billing cycle is a calendar month. Online product orders must be received by NeXarise before 09:00 p.m. UK time on the last day of the month to be included in that month's overriding Commission calculation.

20.2.5 If an 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 thirty (30) days after the end of the relevant Commission period, the IBO waives all recourse with respect to such alleged error.

- 20.3 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.
- 20.4 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).
- 20.5 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.
- 20.6 Deductions and Offsets. The IBO authorises NeXarise to deduct fees or any outstanding service/product charges 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.
- 20.7 In the case of any customer cancels a contract or the contract is not fulfilled or otherwise ends prior to the expiry of its term for any reason (including a change of tenancy at the site, or the customer fails to pay their bills or keep up with their bills and is placed onto a payment plan to make up any arrears or customer claims a chargeback). In any such case, the IBO agrees that NeXarise may allocate negative billing volume (BV) towards the open commission month or the current month (and thereafter as necessary) to



compensate for the clawback. Nexarise may also claw back any paid commissions in case of any chargebacks or manipulation of the compensation/business plan.

## **21. 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.

## **22. ADVERTISING**

### **22.1 General**

22.1.1 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.

22.1.2 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.

### **22.2 Literature and Sales Aids:**

22.2.1 The copyright in all NeXarise promotional material, whether printed matter or audio-visual items, shall always remain the property of NeXarise 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.

- 22.2.2 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.
- 22.2.3 IBO's use of social media sites for the purpose of their NeXarise business is subject to compliance by IBO with social media and/or any other guidelines published by NeXarise from time to time.
- 22.2.4 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.
- 22.2.5 IBOs may not record or reproduce materials from any NeXarise corporate function event or speech, without the prior written consent of NeXarise.
- 22.2.6 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.
- 22.2.7 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.
- 22.2.8 Any and all support materials, e.g. promotional items, are to be sold and distributed only by NeXarise or NeXarise approved vendors.
- 22.2.9 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, IBOs 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.

22.2.10 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.

22.3 Telephone Answering Messages:

22.3.1 All IBOs are independent contractors. When answering the telephone or leaving a message on an answering machine, IBOs 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.

22.4 Telephone Directory Listing:

22.4.1 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.

## 22.5 **Media**

22.5.1 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.

## 22.6 Stationery and Business Cards

22.6.1 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.

## 22.7 Labelling and Packaging

22.7.1 IBOs may not re-label or alter the labelling of NeXarise products, nor repackage or modify the packaging thereof in any way.

## 22.8 Telephone Marketing

22.8.1 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.

## 22.9 TV Shopping Channels, etc.

22.9.1 Other than as permitted in paragraph 22.8.1 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.

## 22.10 Miscellaneous

22.10.1 No advertising of any description is allowed within a country, prior to and including the official commencement date of corporate sales and distribution.

22.10.2 NeXarise does not permit the inclusion of product or service pricing or pricing promotions in advertisements.

## **23. 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) regarding 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.

#### Prohibition of Bribery:

Nexarise and its related companies and partners prohibit bribery or enticement by their IBOs, directors, officers, employees, agents and all persons conducting business with or on behalf of the Nexarise, in any form and whether direct or indirect. This section requires that you comply strictly with all laws and regulations that are applicable in all the jurisdictions where Nexarise conducts its business.

## **E BREACH**

### **24. POLICIES AND PROCEDURES VIOLATIONS**

- 24.1 In order to protect the integrity of the NeXarise 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 Compliance Department at [compliance@nexarise.com](mailto:compliance@nexarise.com) including details of the date, location and nature of the violation and the identity of the IBO alleged to be in breach.
- 24.2 The IBO alleged to have violated the Policies and Procedures may be suspended in accordance with Clause 25 and required by NeXarise, in writing, to respond to the allegations within a period of five (5) working

days or less determined by Nexarise. On receipt of such an IBO 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.

24.3 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. An IBO agrees that all compliance proceedings and appeals therefrom will be handled exclusively in accordance with the processes set forth in the Policies and Procedures, and the IBO waives their right to seek relief from the courts or any other adjudicative body.

24.4 The actions taken by NeXarise can include:

24.4.1 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;

24.4.2 re-training, which can be organised by IBOs (with NeXarise's supervision) or, should IBO fail to so organise, by NeXarise itself. If the 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. The IBO who organises the training must also report the results of the training to NeXarise in writing. NeXarise can send any staff of its choosing to the training if it so wishes, and IBOs must permit NeXarise staff to participate as fully as such staff require;

- 24.4.3 suspending the IBO from participating in any activities relating to sponsoring;
- 24.4.4 suspending the IBO from receiving any or all Commission/incentives during a monitored period; and/or
- 24.4.5 temporarily withdrawing honours, ranks and status.
- 24.5 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.
- 24.6 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.
- 24.7 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 compliance department, which shall hear any such appeals once per calendar month. An IBO agrees that all compliance proceedings and appeals therefrom will be handled exclusively in accordance with the processes set forth in the Policies and Procedures, and the IBO waives their right to seek relief from the courts or any other adjudicative body.

## **25. SUSPENSION**

- 25.1 NeXarise shall be entitled to suspend an 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.

- 25.2 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.
- 25.3 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 27. In the event that an IBO is found guilty and suspended, all commissions will be forfeited.
- 25.4 Disciplinary Action
- 25.5 NeXarise may take disciplinary action against an IBO if they are found to have committed a violation.
- 25.6 The nature and severity of the violation, the facts surrounding the violation, the IBO's level of cooperation, whether the violator was purposeful or inadvertent, the IBO's compliance history, if any, and the IBO's experience will all influence the disciplinary action taken in any given situation.
- 25.7 NeXarise has sole discretion over the appropriate disciplinary action in each given situation.
- 25.8 The determination letter will detail the disciplinary action that will be taken against the IBO.
- 25.9 Verbal and written warnings, temporary suspension of compensation or the IBO's Distributorship, revocation of earned levels in the Compensation Plan, repayment of previously paid compensation, removal of the IBO's Downline, and termination of the IBO's Distributorship are all possible disciplinary actions.
- 25.10 IBOs may be asked to return a countersigned copy of the Determination Letter to acknowledge the disciplinary action.
- 25.11 IBOs who violate the NeXarise compliance policies may also be held liable for any costs or expenses incurred by NeXarise as a result of the IBO's



actions, such as any settlement payments or credits made to Customers, other IBOs, or third parties, fines or penalties imposed by government agencies, and attorneys' fees. NeXarise may deduct the amount from future compensations owed to the IBO or seek payment via any legal methods available.

## **F            TERMINATION**

### **26.        IBO WISHES TO END HIS AGREEMENT**

If the 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.

### **27.        TERMINATION**

27.1        The IBO Agreement may be terminated by NeXarise without giving any prior notice 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 24, or by either party with or without cause or reason at any time during the initial term or any renewal term no less than fourteen (14) days written notice to [nex.support@nexarise.com](mailto:nex.support@nexarise.com)

27.2        NeXarise may terminate the Agreement if (for example) the IBO:

27.2.1     provides false information to NeXarise in any respect in relation to the IBO Agreement (including the IBO not signing the Agreement himself);

27.2.2     seriously breaches the Agreement, any manual and/or these Policies and Procedures;

27.2.3     commits any breach which NeXarise has requested be rectified, but which has failed to be so rectified within the period specified; and/or

- 27.2.4 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.
- 27.3 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 the termination is effective. It will also specify the IBO's right to appeal the decision, which is done in accordance with Clause 28.
- 27.4 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.
- 27.5 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.
- 27.6 NeXarise reserves the right to hold any position open upon termination. Upon termination of the IBO Agreement, all genealogy reports in the possession of the IBO shall be returned to NeXarise.
- 27.7 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.
- 27.8 Except where the obligation on the 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
- 28. REVIEW BY COMPLIANCE APPEALS COMMITTEE**
- 28.1 An IBO who is being monitored or disciplined or whose agreement has been terminated can write to NeXarise Compliance Appeals Committee at

[compliance@nexarise.com](mailto:compliance@nexarise.com) to review the decision within fourteen (14) days after receiving notification from NeXarise.

- 28.2 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 may be provided with a copy of any evidence sent by NeXarise to the Committee with regard to the matter at the sole discretion of Nexarise.
- 28.3 The Committee will provide NeXarise on the recommendations that 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.
- 28.4 Disciplinary action for demonstrated violations is taken at the sole discretion of NeXarise. An IBO agrees that all compliance negotiations and appeals therefrom will be dealt with solely in accordance with the processes set forth in the Guidelines and Procedures, and the IBO loses its right to seek exemption from the courts.

## **G CONSEQUENCES OF TERMINATION**

### **29. NEXARISE PRODUCT (STOCK PURCHASED FOR RESELLING) REPURCHASE POLICY – CANCELLATION OF THE AGREEMENT**

- 29.1 An IBO has the right within a period of seven(7) or fourteen(14) days (based on the region) of entering into the Agreement to cancel the Agreement without penalty by written notice of termination and to return any physical 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. This clause does not cover any product/services purchased by an IBO as a customer.
- 29.1.1 REGION-SPECIFIC CANCELLATION TERMS:

- **European Union:** If you are an EU member country citizen or resident and made a purchase on our website from any of the EU member countries, you can claim a refund from the date of purchase until 14 calendar days.
- **United Kingdom, USA, Australia, Canada and New Zealand:** If you are a UK, US, AU, NZ or Canadian citizen and made a purchase on our website from the above-mentioned countries, you can claim a refund from the date of purchase until 14 calendar days.
- **Rest of the World:** If you have made a purchase on our website from any other country than the ones mentioned above, you can claim a refund from the date of purchase until 7 calendar days.

29.2 Disputes: All chargebacks/ direct debit indemnity claims, or any other disputes raised will be taken seriously. They will be investigated on an individual basis, if found the intent to defraud or cheat the compensation plan legal action can be started if the actions of the IBO/Customer are found to be fraudulent. If a customer requests for a chargeback/ Direct debit indemnity or any other dispute, the IBO can be asked to provide photo identification of the respective customer. Any related commissions will be suspended and during investigation IBO accounts may be suspended and can be terminated if an IBO is found in violation of these policies and procedures or fails to comply with NeXarise's investigation process.

### **30. NEXARISE PHYSICAL PRODUCT REPURCHASE POLICY – PRODUCTS PURCHASED WITHIN NINETY (90) DAYS PRIOR TO TERMINATION**

30.1 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 physical 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:

30.1.1 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;

30.1.2 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;

30.2 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

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

### **31. 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**

### **32. CONFIDENTIALITY**

32.1 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.

32.2 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.

### **33. DATA PROTECTION**

33.1 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:

- 33.1.1 obtaining and processing personal data or the information constituting personal data fairly;
- 33.1.2 ensuring personal data is accurate and, where necessary, kept up-to-date;
- 33.1.3 keeping personal data for only one or more specified lawful purpose;
- 33.1.4 not using or disclosing personal data in any manner incompatible with such lawful purpose;
- 33.1.5 ensuring that personal data is adequate, relevant, and not excessive in relation to such purposes;
- 33.1.6 not keeping personal data for longer than is necessary for such purposes; and
- 33.1.7 taking appropriate security measures against unauthorised access or alteration, disclosure, or destruction of personal data and against any accidental damage, loss, or destruction.

33.2 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.

33.3 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.

**34. 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.

**35. NON-PERFORMANCE**

NeXarise shall not be responsible for delays and failures in performances, where performance is made commercially impracticable due to any circumstance beyond the reasonable control of NeXarise. 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.

**36. NOTICES**

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

36.1.1 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 respective regions; or

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

**37. 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.

**38. 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. Nothing in these Policies and Procedures shall prevent Nexarise from applying for or 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 the interests of NeXarise or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

The IBO Agreement, which includes these Policies and Procedures, is to be construed in accordance with and governed by English Law and Nexarise hereby submit to the exclusive jurisdiction of the English courts.

**39. NOTICES**

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

E-mail: [nex.support@nexarise.com](mailto:nex.support@nexarise.com) or [compliance@nexarise.com](mailto:compliance@nexarise.com)

Web: [www.Nexarise.com](http://www.Nexarise.com)

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

Any notices to an 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. PENALTY AND FINES:**

- 42.1 For breach of any provision of this Agreement, Nexarise has the absolute directions to put a penalty or a fine on the defaulting IBO which shall be in exclusion of any other remedy that Nexarise might seek under the applicable Agreement, laws, regulations, torts or in equity. Nexarise has the right to put a fine of at least 1,000 GBP on IBOs with lifetime highest rank of TC3000 or below, and 5,000 GBP fine on IBOs with lifetime highest rank of RD10 or RVP20 and any IBOs with lifetime highest rank above RVP50 and above might be subject to a fine of not less than 10,000 GBP. A separate fine or penalty will be levied for each occurrence of breach of this Agreement.
- 42.2 Nexarise has the right and discretion to take strict actions against any IBO. If Nexarise finds that the said IBO is directly or indirectly involved in any fraud, chargebacks, refunds, or activities that harm Nexarise business etc initiated by his/her upline or downline.