

# Policies and Procedures

I HAVE HEREBY READ, UNDERSTOOD AND I ACCEPT THE POLICIES & PROCEDURES

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## 1. PURPOSE

The Policies and Procedures (“P&P”) spell out the rights and obligations between Canaplus Ltd (“Company”) and its Affiliates (“Affiliates”). The P&P, the Affiliate Application Form (“AAF”) and the Compensation Plan (“CP”) together govern the total contractual relationship between the Company and its Affiliates.

## 2. DEFINITIONS

**2.1 “Affiliate Application Form”** means the registration form performed by any person that requires a login and the possibility to become a member.

**2.2 “Agreement”** means the completed online Affiliate Application Form that was submitted by an affiliate and subsequently accepted by the Company.

**2.3 “Anniversary Date”** means the anniversary of the date on which an Affiliate was accepted as an Affiliate.

**2.4 “Company”** means Canaplus LTD.

**2.5 “Compensation Plan”** means the Canaplus LTD Compensation Plan as detailed in the Canaplus LTD Presentation, which is available below in detail. It is also provided an overview in the downloads section of the Canaplus LTD website.

**2.6 “Compensation Summary”** means a periodic statement issued by the Company to its Affiliates that lists the value of commissions and/or bonuses each Affiliate has earned within the relevant period.

**2.7 “Downline”** means the Affiliates below a specific Affiliate respectively in the Genealogy as the context requires.

**2.8 “Genealogy”** means the relationship or relative positioning of Affiliates in the Company’s database.

**2.9 “Inactive Affiliate”** means an Affiliate who has not had any activity in its Affiliate network throughout a period of 1 year. A founder member cannot be characterized as inactive.

**2.10 “Person”** includes anybody of persons, corporate (for example a limited company) or unincorporated (for example a club or an association).

**2.11 “Sponsor”** means an Affiliate who refers other persons by helping them to become an Affiliate.

**2.12 “Upline”** means the Affiliates above a specific Affiliate respectively in the Genealogy as the context requires.

**2.13 “Affiliate Package”** refers to the packages available under Membership on the site e.g. Diamond Member.

## 3. AFFILIATES

### 3.1 How to become an Affiliate

To become an Affiliate, you shall:

- Be an individual of 18 Years of Age;
- Have a Sponsor (the Sponsor is the one who referred you. If you were not referred, but instead you signed in via the home page, without contact with an Affiliate, a sponsor will automatically be assigned to you);
- Complete and submit the online Affiliate Application Form on [www.exervipclub.com](http://www.exervipclub.com), or a provided referral link by an Affiliate, and thereby accepting the P&P;
- Purchase an Affiliate Package e.g. upgrade to Diamond member.

### 3.2 Business Entity

For applications other than for an individual, information about the organization registration number, the registered organization name and the name of the one representing the organization shall be provided to the Company for the application to be approved. Failure to produce such information may cause the application to be rejected. In the event of any changes in Directorships or Shareholder in said entities, the Company shall be informed of the change(s) immediately and the Company shall have the right at its sole discretion to terminate or confirm their Affiliating. The representative of the registered organization guarantees that s/he has the proper authority to sign and register for the organization and the Company is, through this, given full discharge in the event that the representative does

not have the proper authority or such authority has been or will be withdrawn at a later point in time.

### 3.3 Multiple online Affiliate Application Forms

An applicant is allowed to submit multiple online Affiliate Application Forms that list different Sponsors. The Company reserves the right to allocate the Sponsors according to its internal policies unless the applicant has been referred by an Affiliate.

### 3.4 Acceptance

An applicant will only become an Affiliate upon acceptance by the Company. The Company has the right to accept or decline any application at its sole discretion. In the case of rejection, a notice will be given to the applicant with a complete refund.

### 3.5 Fictitious or assumed name

A person or entity may not apply as an Affiliate using a fictitious or assumed name.

### 3.6 Upgrade of an Affiliate Package

Affiliate packages can be upgraded according to this; i) a Basic membership can be upgraded to a Diamond membership to become an Affiliate; a Diamond membership cannot be upgraded; and no membership can be downgraded.

### 3.7 Affiliate responsibility

The Company will not report any income, taxes or similar to any authority of any country unless requested by an authority with permission to request such information. The reason for this is to minimize administration. Therefore, it is the sole responsibility of the Affiliate to obey, comply and to follow all relevant laws, rules and regulations set out by the country in which the Affiliate are a citizen. It is the sole responsibility of the Affiliate to report and pay any relevant taxes or similar that are valid, at any given time, in the country in which the Affiliate has to report taxes. It is the sole responsibility of the Affiliate to ensure the Affiliate knows which laws, rules and regulations are applicable, at any given time, for the Affiliate. By accepting the P&P the Affiliate grants s/he will report any earned income to the proper local authorities.

## 4. APPOINTMENT

### 4.1 Affiliate status

Upon acceptance of the Affiliate Application Form by the Company, the applicant will become an active Affiliate.

### 4.2 Rescind

The Company reserves the right to rescind the said acceptance at its sole discretion within eight (8) weeks after receipt of the application. Upon rescission of the acceptance, the Company shall give notice to the applicant to notify him/her of the rescission. However, the Company is not obliged to give any reason to the applicant for the Company's decision to rescind.

### 4.3 Maintenance of Inactive Affiliates

1. The data of an Inactive Affiliate, as defined in clause 2.9 above, will be maintained in the database for an additional year from the date the Affiliate becomes inactive.
2. The Inactive Affiliate as defined in clause 2.9 above will be deleted from the database and all relevant accounts will be forfeited by the Company at the end of the period as described in clause 4.3 (1) above.

### 4.4 Contractor

An Affiliate is a contractor having the rights and obligations conferred by the P&P to promote or market the products of the Company.

#### 4.5 No right to represent Company

An Affiliate is not a franchisee, partner, employee, agent, representative of the Company or similar. S/he has no right to, and shall not, represent himself/herself as such. The relationship between an Affiliate and the Company is wholly governed by this P&P. Any breach of this clause on the part of the Affiliate is a serious breach of the P&P and may result in the immediate termination of his/her Affiliating without any refund.

#### 4.6 Non-employee

As an Affiliate is not an employee of the Company, any costs s/he incurs in the development of his/her business are at his/her own expenses. S/he shall not be entitled to seek reimbursement from the Company.

#### 4.7 Workmen's compensation

The Company is not responsible for payment or co-payment of any employee benefits for its Affiliates. Affiliates are responsible for their own liability, health, disability and workmen's compensation insurance, etc.

## 5. AFFILIATE'S RIGHTS AND OBLIGATIONS

### 5.1 Non-exclusivity

An Affiliate has a non-exclusive right to market and promote products of the Company. There are no geographical limitations existing on the referring or selling country, provided, however, that the Company reserves the right not to sell products or services in any states, territories or countries.

### 5.2 Right to refer

Only an Affiliate has a right to refer new an Affiliate to the Company and enjoy the benefits under the Compensation Plan for doing so. When referring new Affiliates to the Company, the referring Affiliate shall give the person/s that s/he intends to refer the referral link to the Affiliate Application Form.

### 5.3 Right to Company literature and communication; Rights to participate in Company functions

Affiliates may receive literature and other communication from the Company. They will also be invited to, and upon payment of appropriate charges if applicable, participate in Company-sponsored support, service, training, motivational and recognition functions. They may also be invited to participate in promotional and incentive contests and programs sponsored by the Company.

### 5.4 No right to represent the Company as an agent or as an employee

An Affiliate has no right to negotiate or conclude any contract on behalf of the Company. S/he shall not represent himself/herself as an agent or as an employee of the Company.

### 5.5 Obligation for personal promotion

Regardless of their rank of achievement, Affiliates are encouraged, but are not obliged, to continue to personally promote sales through the introduction of new Affiliates.

### 5.6 Obligations to Downlines

Any Affiliate who introduces another Affiliate to the Company is highly recommended to perform a bona fide assistance and training function to ensure that his/her Downline is properly operating and conducting his/her Affiliate business. It is both to the advantage of Sponsors and their Downlines to have ongoing contact and communication. Affiliates must

truthfully and fairly describe the Compensation Plan. No past, potential or actual income claims may be set out as a guarantee to prospective Affiliates. Affiliates may show their own incomes, or other Affiliates' incomes (if approved by the given Affiliate), but the Affiliates are not allowed to use any past, potential or actual income as an indication or guarantee of the success assured to others. Affiliates are obliged to inform any potential new Affiliate that there are no guarantees what so ever of incomes based on any other Affiliate's already made income. Affiliates shall not guarantee any commissions to prospects. If an Affiliate shows its past, potential or actual income to a prospect s/he shall also truthfully inform which activities s/he had to perform to gain such income, this to display a realistic and truthful picture of what is required for a prospect to actually gain an income at all.

#### 5.7 Cross Lining

Subject to clauses 10.1 and 10.3, no Affiliate may refer or attempt to refer another Affiliate from a different line of referral ship to 'switch' to another line of referral ship.

Examples of Cross Lining are:

- Placing new Affiliates of his/her own in lines of referral ship not below his/her Primary Position and encouraging the new Affiliate to work in his/her referral ship instead of in the original referral ship of the new Affiliate;
- Placement of a new Affiliate using anyone's name known to the Sponsor and placing it in lines of referral ship not below the Sponsor's Primary Position while intending to profit from the proceeds of the said new Affiliate;
- An Affiliate owning an interest in an entity that is an Affiliate in lines of referral ship not below his/her Primary Position;
- Entering in other lines of referral ship under the same name as an existing Affiliate other than the one used previously. Any situation (whether the above examples or others) found to be in violation of this clause shall be met with the greatest scrutiny and may result in termination of the newly placed Affiliate, as well as the Affiliate having instigated the said situation;
- An Affiliate, that already is an Affiliate, has the right to register as a new Affiliate in another referral ship, than its original one, if the Affiliate has the intention to work in all Affiliating the Affiliate is registered in. Approval from the Company is required for such registration. This approach though is not approved if the intention is to move the Affiliate's activities from the original Affiliate position ceasing its work in the original Affiliating; and
- An Affiliate can seek permission from the Company to move to another referral ship, than its original referral ship, and it is up to the Company's sole decision to approve or decline such request. The Affiliate, shall in such case, provide details and reasons, in writing, to the Company to why the Affiliate wants to move to another referral ship. If the Company finds the reasons to be reasonable the Company can approve the request at its sole discretion. Such reason could be, but is not limited to, that the Sponsor of the Affiliate that requires change of referral ship, that the Sponsor does not provide any support to the Affiliate and that the Affiliate expect its work to be improved and increased if the Affiliate moves to another referral ship seeking co-operation with another Sponsor.

#### 5.8 Build network

An affiliate is not allowed to build the downline structure in such a way that it creates disadvantages to an Upline. An example, but not limited to, of this is if an Affiliate creates several positions under him/herself with the intention of collecting the commission

him/herself, and thereby eliminating any provision to be paid out to an Upline. Any new set of 25 (twenty-five) Affiliates, or parts thereof, shall be registered on the original upline. There are 2 (two) ways for an Affiliate to structure his/her network: a) An affiliate build, with new personal referred Affiliates, in infinity on his/her 1<sup>st</sup> (first) and main/head position (which means an Affiliate's, one or several, position/s highest up); and/or b) An Affiliate start each new set of 25 (twenty-five) new personal referred Affiliates with 1 (one) new '1<sup>st</sup> (first) and main/head position (the one highest up)'. This would mean that each new set of 25 (twenty-five) is preceded by 1 (one) new 'main/head position', which is registered on the same level as the original (first dated by that Affiliate) main/head position, and thereby on the upline position. Breach of any part of this clause is a serious breach of the P&P and may lead to the immediate suspension and/or even termination of the Affiliating of the Affiliate who is in breach without any right to refund.

5.9 The Affiliate network system is built on a matrix structure and an Affiliate can have as many personal Affiliates on his/her 1<sup>st</sup> (first) line as s/he wish. The Company keep register on how many personal Affiliates an Affiliate has on his/her 1<sup>st</sup> (line), where each 25 (twenty-five) give the Affiliate eligibility for 1 (one) new share of the Diamond Pool qualification.

#### 5.10 Eight Week Non-Compete Clause

If an Affiliate who attempted and successfully procured a prospective Affiliate to sign any written document evidencing that the Affiliate attempted, successfully or unsuccessfully, to refer that prospective Affiliate to the Company, the prospective Affiliate shall not within eight (8) weeks from the date of the written document register him/herself under the referral ship of another Affiliate. The Company shall have the right to suspend and/or terminate the Affiliating for any breach of this clause without any compensation.

#### 5.11 Obligation of referring to this Company

An Affiliate shall not refer, attempt to refer, or knowingly assist another person to refer, another Affiliate or any person into this Company if it is a breach of another Affiliate and/or Company's rules and regulations. An Affiliate in this Company is approved to join any other Affiliate or Company if they see fit, weather it is a similar Affiliate Company or not. No Affiliate shall participate in any action knowing that participating in the action may cause an Affiliate or any person any damage in another affiliate company. It is the sole responsibility of any Affiliate, person or prospect to investigate and be up to date on the rules and regulations they might have in other affiliate companies. It is never the responsibility of an Affiliate of the Company, or the responsibility of the Company to investigate or know if a person, a new Affiliate or a prospect is breaching the rules of another affiliate company by joining this Company and can therefore never be accused of registering a new Affiliate wrongly by not having investigated the engagements of the new Affiliate. The new Affiliate takes full responsibility for such actions, weather it causes termination from the other affiliate company or not. At Company functions, or on all Company property, no Affiliate shall solicit any person to join any other affiliate company or involve the sale of products of any other affiliate company. Breach of any part of this clause is a serious breach of the P&P and may lead to the immediate suspension and/or even termination of the Affiliating of the Affiliate who is in breach without any right to refund.

#### 5.12 Breach of security

All Affiliates have a responsibility to maintain the network integrity of the Company. Any Affiliate who is found 'hacking' into or interfering or tampering with the Company's database or any part of the Company's computer system (hardware and/or software) or attempting to do any of the aforesaid acts without the proper authorization shall be liable to immediate

termination of his/her Affiliating without any right to refund. S/he shall also be liable for all consequential damages and losses of the Company.

#### 5.13 Legal compliance

Affiliates must comply with all laws, statutes, regulations and ordinances concerning the operation of their Affiliate business.

#### 5.14 Tax, expenditures, etc.

Affiliates are personally responsible for paying local, state, provincial and federal taxes on any income they generate as Affiliates. Unless required by laws, regulations or rules in any relevant countries, the Company shall have no obligation to provide tax information about the commissions and/or bonuses its Affiliates earned on behalf of Affiliates to any government authorities or to withhold any commissions and/or bonuses for paying its Affiliates taxes. Any commissions and/or bonuses paid by the Company are gross profits with no taxes of any kind withheld by the Company. If subsequent to payment of commissions and/or bonuses to an Affiliate, the Company is found liable for not withholding tax relating to those commissions and/or bonuses, the Affiliate shall indemnify the Company for such a liability.

#### 5.15 Obligation to the Company

An Affiliate shall, at all times, remain loyal to the Company and shall not publish any written and/or verbal disparaging or adverse information/statement/s against the Company. S/he shall hold the Company's management in high esteem at all times, failing which, his/her Affiliating may be terminated notwithstanding that s/he may also be liable for libel or slander. In such case the Affiliating is terminated it is without right to refund.

## 6. COMMISSIONS AND BONUSES

### 6.1 Qualification for commissions and/or bonuses

An Affiliate must be active and in compliance with the Agreement, P&P and the Compensation Plan to qualify for commissions and/or bonuses. So long as an Affiliate is entitled under the Compensation Plan to receive commissions and/or bonuses, the Company shall pay commissions and/or bonuses to the Affiliate in accordance with the Compensation Plan. Affiliates must consult the Compensation Plan for a detailed explanation of the benefits, commissions and/or bonuses structure and the corresponding requirements. Commissions and/or bonuses are paid ONLY on the sale of the Company's products and services that generate Commission Volume ("CV"). Commissions and/or bonuses are calculated for each individual Position.

### 6.2 Adjustments to commissions and/or bonuses

Affiliates receive commissions, bonuses and other benefits under the Compensation Plan based on the actual sales. When an Affiliating is returned to the Company for a refund or the transaction is in any way not successfully completed, the commissions, bonuses and/or other benefits attributable to the returned Affiliating or the unsuccessful transaction will be deducted in the Commission Period in which the refund occurs, and continuing every Commission Period thereafter until the commissions, bonuses and/or other benefits are fully recovered from the Affiliates who received commissions and/or bonuses on the sales of the refunded Affiliating. In addition, if the Company has already paid commissions and/or bonuses to an Affiliate for a returned Affiliating, the Company shall have the right to request the Affiliate for the return of the said commissions and/or bonuses and the Affiliate shall have the obligation to return such commissions and/or bonuses to the Company.

### 6.3 Payment of Commission

All commissions and/or bonuses that an Affiliate earns will be credited to his/her, on his/her login, registered BitCoin (“BTC”) address, or other digital currency if such is registered on the login of the Affiliate. If such is not registered, the commissions and/or bonuses will be paid out in Viridi Coins or other way, decided by the Company. It is the responsibility of the Affiliate to ensure that his/her BTC address, or other currency address available at the Affiliate’s login, is entered correctly into their Affiliates account. The Company has no obligations to re-submit any commission and/or bonus that has been sent to the wrong BTC, or other available digital currency address, on the Affiliate’s login, since the Affiliate him/herself is, at all times, responsible for the BTC, or other available digital currency address, on the Affiliate’s login, entered is correct. Any change of the BTC, or other available digital currency address on the Affiliate’s login, is logged, with IP address, e-mail address, date and time and other relevant information, to ensure tracking of changes made to avoid any doubt about paid commissions to the correct BTC, or other digital currency address available on the Affiliate’s login.

#### 6.4 Set off

The Company shall have the right to off-set any debt(s) an Affiliate owes to the Company against his/her commissions and/or bonuses.

#### 6.5 Paying out commissions and/or bonuses

Any commissions and/or bonuses paid out by the Company to the Affiliate is made in BTC, or other digital currency available at the Affiliate’s login, at any given time, through the Affiliate’s BTC, or other digital currency address available at the Affiliate’s login, registered on his/her Company Affiliating. It is the sole responsibility of the Affiliate to sell the BTC, or other received digital currency, and thereby converting the digital currency to any other currency like, but not limited to, EUR, USD, SEK etc. It is never the responsibility of the Company if paid out commissions in BTC, or other relevant digital currency registered on the Affiliate’s login, result in a loss due to the Affiliate selling its BTC, or other digital currency, at a lower currency rate than compared to when the BTC, or other digital currency, was paid out by the Company.

#### 6.5 Commission displayed on the Affiliate’s login

The Company strive to continuously update information on the homepage, and its sub-pages, to ensure that all information is correct. This includes, but is not limited to, any information of commission payments to a member or an Affiliate. Despite the efforts, the content on the homepage, and its sub-pages, including a member’s or an Affiliate’s login, can at any given time be incorrect or incomplete, by fault of technical or human error. No member, Affiliate or third party has any right to direct any claim against the Company based on information written incorrectly on the homepage, or its sub-pages. The Company reserves the right to change or remove any or all parts of the content and has no obligation to inform a member, an Affiliate or any third party about such changes. Any member, Affiliate or third party can inform of any part of the content, on the homepage or its sub-pages, they find to be wrong. Changes are made by the Company at its own discretion. No member or Affiliate can hold the Company responsible to pay out any commission, based on commission specified on the member’s or Affiliate’s login on the homepage or sub-page, if it is shown to be incorrect. If the amount/s are shown to be incorrect, they should be considered as a faulty operation, either by technical or human error, and the Company reserves the right to correct and update the information on the homepage and its sub-pages, without any obligation to additional payments comparing between what is already paid to a member or an Affiliate and what is written on the homepage or its sub-pages.



In the event the paid out or should have paid out by the Company unless an investigation has been performed that shows that the . if the amount on the member's or Affiliate's login is shown to be wrongly entered.

#### 6.6 Commission paid on the Affiliate

In the event that the Affiliate disagree to the amount/s paid out and/or registered on the Affiliate's login, the Affiliate shall contact the Company, in writing, with a claim describing what the Affiliate consider to be wrong with the calculation or the payment. The Affiliate shall enclose information on what they perceive to be wrong, documentation that prove it is wrong and also a suggestion on what the Affiliate think should be corrected. The Company reserves the right to investigate any such claim and shall inform the Affiliate if the Company agrees to the claim or not, based on performed and registered activities by the member or Affiliate and/or activities made in the member's or Affiliate's network. If the Company finds that the member or Affiliate is correct in his/her claim, a correction shall be made by the Company. The correction, in such case, means an update of the information on the member's or Affiliate's login as well as a correction of the already paid amount. A correction means an additional payment, if difference shows that the member or Affiliate have received payment lower than they should have, and withholding amounts paid out that where higher than they should be, the latter is regulated in coming commission payments until payments are correct and balanced.

6.7 All payments and/or commissions, from Affiliates to the Company or from the Company to an Affiliate, are paid out either digital currency or EUR, which it is paid in is decided at the Company's own discretion, at any given time. The commission is calculated with the relevant percentage based either on the EUR amount or digital currency, such as, but not limited to, bitcoin (BTC) and litecoin (LTC). If a commission is paid out in digital currency, the relevant commission percentage is calculated based on the amount of digital currency paid for a product that leads to the commission. If a commission is paid out in EUR, the relevant commission percentage is calculated based on the amount of EUR paid for a product that leads to the commission. For example, if a member and/or an Affiliate purchase a product with the price of, for example, 0.5 (zero point five) LTC and an Affiliate shall receive a commission of 10% (ten percent) of the purchased value, here 0.5 (zero point five) LTC, then the Affiliate will receive 0.05 (zero point zero five) LTC (or other digital currency used at any given time), independent of the value of the LTC (or other digital currency used at any given time) converted to EUR, USD, SEK or other similar currency; and for example, if a member and/or an Affiliate purchase a product with the price of, for example, 100 (one hundred) EUR and an Affiliate shall receive a commission of 10% (ten percent) of the purchased value, here 10 (ten) EUR, then the Affiliate will receive 10 (ten) EUR based on the value of EUR to any local currency at any given time. Above is valid for all payments, to and from the Company, and commission calculations, whether the original purchase of a product have been made through an e-wallet, swish, bank account or any other possible way.

## 7. COMPENSATION PLAN

### General about compensation

7.1 Compensation on activities is dependent on which membership level an Affiliate has, Affiliate available is Diamond Member.

7.2 All compensation is based and calculated solely on the network of the Affiliate e.g. the activity of the Affiliate him/herself and the activities performed by the Downline/s of the Affiliate.

7.3 Compensation is only calculated and paid for activities in three (3) levels down in the Affiliate's downline, mining excepted see heading 'mining in your network' below under this clause 7, in which compensation is calculated and paid for in five (5) levels down in the Affiliate's downline. No compensation is ever paid out for any level below three (3), or five (5) regarding 'mining in your network', from the Affiliate e.g. level four (4) and below, regarding 'mining in your network' six (6) and below. This means that an Affiliate is paid, according to the Compensation Plan, for those Affiliates s/he registered him/herself (named the Affiliate's 1<sup>st</sup> (first) line; for those Affiliates registered by his/hers 1<sup>st</sup> (first) line, which is the Affiliate's 2<sup>nd</sup> (second) line; and for those Affiliates registered by his/her 2<sup>nd</sup> (second) line, which is the Affiliates 3<sup>rd</sup> (third) line. Regarding 'mining in your network' also for those Affiliates registered by his/her 3<sup>rd</sup> (third) line, which is the Affiliates 4<sup>th</sup> (forth) line; and for those Affiliates registered by his/her 4<sup>th</sup> (forth) line, which is the Affiliates 5<sup>th</sup> (fifth) line.

### Affiliate levels

There is one (1) affiliate level e.g. Diamond. The one-time investment to become a Diamond Affiliate is 499 (four hundred and ninety-nine) EUR. If NOT using the order system, with payments through e-wallet and crypto currency, which is equivalent to 499 (four hundred and ninety-nine) EUR, and pay in local currency, the amount to pay is the amount communicated, from time to time, by the Company (for that specific local currency) or the converted amount equivalent to 499 (four hundred and ninety-nine) EUR. Any amount, in local currency, communicated by the Company always prevail over an individual's own currency conversion. A person that registers but do not upgrade to above affiliate level is named Basic Member. Becoming a Basic Member does not require an upgrade and no fee has to be paid to become a Basic Member.

### Compensation for a Basic Member

A Basic Member is only compensated, according to the compensation plan, if s/he refer new members who starts the mining. In such case the Basic Member enjoy the same benefits as a Diamond member, which is payment for its own mining as well as for 5 (five) levels of downlines in his/her network. A Basic Member does not receive any compensation if any of his/her downline upgrades to Diamond Member, purchase any product provided by the Company or perform any activity provided by the Company, unless it is mining.

### Compensation per activity

Note, as described above, that compensation is always only accumulated and paid out for level 1 (one) through and including 3rd (third) line, except for 'mining in your network, why the description below of compensation is describing only these 3 (three) levels, or 5 (five) for 'mining in your network'. All compensation and/or bonus is paid to an Affiliate by the Company, never by another Affiliate.

### REFER A PERSON THAT BECOMES A NEW AFFILIATE

<b>Your membership level</b>	<b>Refer a new Affiliate on its 1<sup>st</sup> line/level</b>	<b>Refer a new Affiliate on its 2<sup>nd</sup> line/level</b>	<b>Refer a new Affiliate on its 3<sup>rd</sup> line/level</b>
Basic	0% of membership fee	0% of membership fee	0% of membership fee
Diamond	40% of membership fee	15% of membership fee	5% of membership fee

Compensation, for referring a new Affiliate, is calculated as a percentage (%) of the, at any given time, relevant fee for a person to register as an Affiliate.

### GAMING IN YOUR AFFILIATE NETWORK

<b>Your membership level</b>	<b>Played games on your 1<sup>st</sup> line/level</b>	<b>Played games on your 2<sup>nd</sup> line/level</b>	<b>Played games on your 3<sup>rd</sup> line/level</b>
Basic	0% of played amount	0% of played amount	0% of played amount
Diamond	40% of played amount	15% of played amount	5% of played amount

Compensation, for played games in your network, is calculated as a percentage (%) of the paid amount for playing games in your Downline.

### GAMING INVESTMENTS IN YOUR NETWORK

<b>Your membership level</b>	<b>Investment of games made on your 1<sup>st</sup> line/level</b>	<b>Investments of games made on your 2<sup>nd</sup> line/level</b>	<b>Investments of games made on your 3<sup>rd</sup> line/level</b>
Basic	0% of investors return e.g. % of 6% return	0% of investors return e.g. % of 6% return	0% of investors return e.g. % of 6% return
Diamond	40% of investors return e.g. % of 6% return	15% of investors return e.g. % of 6% return	5% of investors return e.g. % of 6% return

Compensation, for investments of games made by your Downlines in your network, is calculated as a percentage (%) of the return of the investor e.g. always 6% (six percent).

### INVESTORS OF GAMING

An Affiliate can only invest if they are a Diamond Affiliate. An investor invests 1 (one) BTC in a game/lottery. When the game/lottery is fulfilled and a winner is drawn the investor gets 1 (one) BTC back plus 6% (six percent) return of the invested BTC. There can be only 1 (one) investor per game/lottery and if there are several Diamond Affiliates that wish to invest they will be put in a line, managed by the Company, based on the date on when they applied to invest. The Company will notify the Diamond Affiliate when it is his/her time to invest and the Diamond Affiliate can at that time accept or decline its right to invest. If the Affiliate declines the turn to invest moves to the next Diamond Affiliate in line.

**GAMING COMPENSATION**

A person who has not registered as an Affiliate is called Basic Member and has no right to any compensation by the Company, except for mining, but s/he has the right to play on the, at any given time, available games and lotteries. The only payment a gambler will get from the Company is in the event they win the game/s and/or the lottery/ies. The amounts won depends on which game and/or lottery is played, and the amounts available to win are described on the homepage [www.exervipclub.com](http://www.exervipclub.com) by each game and/or lottery.

**MINING IN YOUR NETWORK**

Mining is roughly translated mathematical calculations, made by a computer, which generates coins in an electronic/digital/crypto currency. A ‘miner’ is paid because s/he is ‘lending’ its computers capacity to the network, supporting to generate/excavate the digital currency. Which coin/s is/are mined is decided by the Company at their sole discretion. All payment of mining, or return on mining in your network, is made in BTC, or other relevant digital currency, to your e-wallet. The mining an Affiliate (or Basic Member) receives compensation for is for the mining performed through the links and software provided to the Affiliate (or Basic Member) from the Company. If an Affiliate (or Basic Member) send a link of the Company’s mining software to any person it is considered to come from the Company. An Affiliate (or Basic Member) receives 20% (twenty percent) of its own performed mining as well as compensation for mining in his/her network as per below.

<b>Your membership level</b>	<b>Mining made on your 1<sup>st</sup> line/level</b>	<b>Mining made on your 2<sup>nd</sup> line/level</b>	<b>Mining made on your 3<sup>rd</sup> line/level</b>	<b>Mining made on your 4<sup>th</sup> line/level</b>	<b>Mining made on your 5<sup>th</sup> line/level</b>
Basic	15% of mined amount	10% of mined amount	5% of mined amount	3% of mined amount	2% of mined amount
Diamond	15% of mined amount	10% of mined amount	5% of mined amount	3% of mined amount	2% of mined amount

Compensation, for mining made by your Downlines in your network, is calculated as a percentage (%) of the mined amount.

**EXER CRYPTO SCHOOL EDUCATION PACKAGES**

Crypto School education packages are education/training packages on digital/crypto currencies, how to set up E-Wallets (electronic wallets), how to trade with crypto currencies, knowledge about the crypto currency market, what is reliable, what is a scam and a lot more. Any Affiliate can purchase any type of Crypto School package available at any given time. An Affiliate can also purchase a package that entitles the Affiliate with the license to educate/train other Affiliates and persons. The education/training packages comes with a price and has to be paid, separately to the fee of becoming an Affiliate, if an Affiliate wants

to take the education/training, to the Company. Independent if an Affiliate has purchased an education/training package themselves or not, they are granted the non-exclusive right to sell education/training packages to other Affiliates or persons. To be able to sell education/training packages, and receive commissions for it, you have to be an Affiliate. You only have to be a Basic Member to purchase the education package.

Fee to be paid for online education, including 1 year subscription to the crypto school, is 99 (ninety-nine) EUR and the fee to be paid for 1-day classroom education, including 1 year subscription to the crypto school, is 250 (two hundred and fifty) EUR.

The compensation for selling education/training packages are as follows. Selling of education/training packages, made by an Affiliate, provides the Affiliate with a compensation of 40% (forty percent) if s/he is a Diamond member, for each sold education/training package, on his/her 1<sup>st</sup> (first) line. Compensation paid out in detail are described below.

<b>Your membership level</b>	<b>Selling made on your 1<sup>st</sup> line/level</b>	<b>Selling made on your 2<sup>nd</sup> line/level</b>	<b>Selling made on your 3<sup>rd</sup> line/level</b>
Basic	0% of sold amount	0% of sold amount	0% of sold amount
Diamond	40% of sold amount	15% of sold amount	5% of sold amount

Compensation, for selling of education/training packages by your Downline in your network, is calculated as a percentage (%) of the sold amount.

DIAMOND POOL

To qualify to be a member of the Diamond Pool an Affiliate has to achieve the following i) be a Diamond Affiliate and having registered twenty-five (25) Affiliates on his/her first (1<sup>st</sup>) line. There are no rules on how long time it has to take to register twenty-five (25) Affiliates on his/her first (1<sup>st</sup>) line. There are no requirements on re-qualification of twenty-five (25) Affiliates, if the goal is reached and an Affiliate have twenty-five (25) Affiliates on his/her first (1<sup>st</sup>) line they are qualified and will remain qualified unless, in the unlikely event, one (1) or more Affiliate/s resign or are terminated due to breach of the agreement and P&P. There are no reasons for an Affiliate to resign since there are no re-current fees or requirements for an Affiliate to pay throughout their Affiliating, but resignation is possible. In the event of a downline Affiliate terminates his/her membership, the Affiliate qualified to the Diamond Pool, needs to replace that downline Affiliate in order to continue to be qualified for the Diamond Pool. S/he re-qualifies as soon as the minimum downline Affiliates, on the Affiliate’s 1<sup>st</sup> (first) line, reach 25 (twenty-five) again. An Affiliate with two (2) or more Diamond Pool qualification gets a bonus per each qualification. This means for example that if an Affiliate has two (2) Diamond Pools (totaling two (2) separate Diamond Memberships with each twenty-five (25) Diamond members, on its 1<sup>st</sup> line, under each) the Affiliate will receive two (2) shares of the Diamond Pool pot.

The bonus/es for qualifying to be a member of the Diamond Pool is paid out twice a year, normally around full and half year e.g. January and July. The Company reserves the right to be delayed without any obligation to pay any interest or additional amount to the Affiliates that have qualified as a compensation for any delay.

The bonus is calculated based on the turnover of the Affiliate membership (e.g. Diamond) in the relevant period. This means that the total turnover of Diamond membership is accumulated in the period and a percentage (%) of that turnover is shared between those Affiliates that have qualified to the Diamond Pool. Following applies; 5% (five percent) of the Diamond membership fee turnover is accumulated in the period and is shared amongst the ones who have qualified. The periods on which the turnover is calculated on, are always from the 1<sup>st</sup> (first) of January until the 30<sup>th</sup> (thirtieth) of June and from the 1<sup>st</sup> (first) of July until the 31<sup>st</sup> (thirty-first) of December.

Further the Affiliates who have qualified to the Diamond Pool enjoys the benefit of receiving one (1) out of five (5) (which is twenty percent (20%)) of all 'free customers' (see description of a free customer below) into the Diamond Pool, equally distributed between the Affiliates main position (main position is the position that has qualified to the Diamond Pool and holds 25 (twenty-five) positions on its 1<sup>st</sup> line) who have qualified to the Diamond Pool.

#### VIP CLUB

The VIP Club contains of offers with discounts of varying levels. All discounts are negotiated by the Company and published on the Company website. Only Diamond Affiliates can enjoy the discounts of the VIP Club. There are different types of negotiated discounts and the only thing the Affiliate has to do is to prove that s/he is a Diamond Affiliate to be able to enjoy the discounts. The discounts can be used over and over again as long as they are valid and published on the Company website. The level of discount is agreed between the Company and the organization/s has jointly agreed on.

#### FREE CUSTOMERS

A free customer is a person who has registered as a Basic Member (that has not upgraded to become an Affiliate) or has become an Affiliate, without any contact or referral by an already existing Affiliate. These persons become Basic Members (and possibly upgrade to become an Affiliate) through registration directly on the Company website (sign up) without using a referral link sent by anybody. The compensation, for the Affiliate that the free customer is signed up on, for a free customer is exactly the same as described above in the different parts of the compensation plan, as if a Basic Member or an Affiliate would be registered through a referral from another Affiliate. This means *for example* if a free customer register as a new Affiliate and is assigned to another (already existing) Diamond Affiliate's Downline on his/her first (1<sup>st</sup>) line, the already existing Diamond Affiliate receives forty percent (40%) of the Affiliate membership fee from the Company. Free customers are only distributed to Diamond Affiliates. The free customers are distributed evenly and fair across all Diamond

Affiliates. If a free customer themselves become a Diamond Affiliate then s/he is also eligible for free customers.

### INVESTMENT OF VIRIDI COINS IN YOUR NETWORK

Viridi coins are a digital/crypto currency based on medical marijuana cultivated and sold in Switzerland. Details about the coin and the cultivation is found on the Company website including information about investment, legislation etc. 50 (fifty) million coins are available, whereof 5 (five) million coins will be given, for free, to already existing Diamond Affiliates or to new Diamond Affiliates until the 5 (five) million coins are out. The rest, 45 (forty-five) million coins are available for sale/investment. A Diamond Affiliate has the right to invest himself/herself and a Diamond Affiliate has the non-exclusive right to sell the coins in pre-set coin packages.

#### Rules for investments:

- The Company guarantees all investors, dividend with 3 (three) times the invested capital, given that i) the cultivation or cultivations has/have not been destroyed by a natural disaster, such as, but not limited to, hurricane, earth-quake etc; ii) the cultivation or cultivations has/have not been destroyed by one or several human beings; iii) cultivation and sales has not been deemed illegal by the government of Switzerland, during the term of the contract. For example, if an Affiliate invest 10.000 (ten-thousand) EUR, s/he is eligible for dividend 3 (three) times, each time with 10.000 (ten-thousand) EUR;
- The company reserves the right to delay payment of the dividends should any event occur that delays the cultivation, harvest and sales of the harvest, without any obligation to pay out any interest, or similar, on the dividend due;
- Contract term is 36 (thirty-six) months;
- Sale of the coin ends on February 28<sup>th</sup> (twenty-eight) in year 2018;
- Price for 1 (one) coin is 0,1 (zero point one) EUR;
- Launch value of the Viridi Coin is 0,3 (zero point three) EUR;
- First harvest and sales are performed in July in year 2018;
- To be able to invest you need to be a Diamond Affiliate;
- An investor can sell his/her coins after the 1<sup>st</sup> (first) harvest is done and the 1<sup>st</sup> (first) dividend is paid out. Should the investor sell its coins prior to the 2<sup>nd</sup> (second) or 3<sup>rd</sup> (third) dividend payout, the dividend is in such case paid out to the new owner of the coin;
- The Company will introduce the coin on the open/official market, such as coinmarketcap.com, after the first harvest. From that point in time any person can purchase and sell (trade) with the coin, and it is no longer limited to Diamond Affiliates; and
- The Company reserves the right, at its sole discretion, to introduce mining of an additional 50 (fifty) million Viridi coins, without any permission from any existing or

future Affiliate or investor. Mining, in such case, of the Viridi coin can be made by anyone and is not limited to Affiliates.

The base of investment as well as existing coin packages (ranging from 250 EUR to 50.000 EUR) is found on Company website.

If a Diamond Affiliate sells coin packages the following compensation applies.

<b>Your membership level</b>	<b>Investment made on your 1<sup>st</sup> line/level</b>	<b>Investment made on your 2<sup>nd</sup> line/level</b>	<b>Investment made on your 3<sup>rd</sup> line/level</b>
Basic (cannot purchase)	0% of invested amount	0% of invested amount	0% of invested amount
Diamond	25% of invested amount	10% of invested amount	5% of invested amount

Compensation, for investments made by your Downlines in your network, is calculated as a percentage (%) of the invested amount.

#### CHANGES OF THE COMPENSATION PLAN

The company has the right to, at its sole discretion and at any given time, make adjustments in the compensation plan for any existing or future activities. Any changes of the compensation plan will not affect an already performed activity. The Company has the right to add, change and/or remove parts of the program, and thereby also the compensation plan, at any time and at its sole discretion, without having to inform an Affiliate or Basic Member about the reasons for it.

#### CHANGES OF THE COMPANY'S PRODUCT PORTFOLIO

The company has the right to, at its sole discretion to add, change and/or remove any product, without informing or seeking permission from an Affiliate or a Basic Member.

## **8. RESIGNATION, SUSPENSION AND TERMINATION**

### **8.1 Resignation**

An Affiliate may voluntarily resign from and/or terminate his/her Affiliating by providing a written notice of such voluntary resignation or termination to the Company. Voluntary resignation and/or termination is effective upon the receipt of such notice by the Company. No refund of membership paid will be made.

### **8.2 Suspension**

An Affiliate may be suspended for violating any terms of the Agreement, P&P, the Compensation Plan, and/or any other relevant documents produced by the Company. When a decision is made to suspend an Affiliate, the Company will inform the Affiliate in writing of the decision, the effective date of the suspension, the reason(s) for the suspension, and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the Affiliate's address on file pursuant to the notice provisions contained in the P&P and via email to the Affiliate's email address. Such suspension may or may not lead to the



termination of the Affiliate as so determined by the Company at its sole discretion. If the Affiliate wishes to ask the Company to review the decision, s/he shall make such a request in writing to the Company within two (2) weeks from the date of the suspension notice. The Company will review and consider the suspension and notify the Affiliate in writing of its decision within four (4) weeks from the date of the receipt of the Affiliate's written request. The Company will thereafter not further review its own decision.

The Company may take certain action(s) during the suspension period, including, but not limited to, the following:

- Prohibiting the Affiliate from holding him/herself as Affiliate or using any of the Company's proprietary marks and/or materials;
- Withholding commissions and/or bonuses due to the Affiliate during the suspension period;
- Prohibiting the Affiliate from purchasing services and products from the Company;
- Prohibiting the Affiliate from referring new Affiliates, contacting current Affiliates, or attending meetings of Affiliates;
- If the Company, at its sole discretion, determines that the violation that caused the suspension is continuing, and has not satisfactorily been resolved, or a new violation involving the suspended Affiliate has occurred, the suspended Affiliate may be terminated.

### 8.3 Termination

An Affiliate may be immediately terminated for violating the terms of the Agreement, P&P, Compensation Plan, and/or any other relevant documents produced by the Company. The Company may, at its sole discretion, terminate the affiliating of a violating Affiliate without placing the Affiliate on suspension. When the decision is made to terminate an Affiliate, the Company will inform the Affiliate in writing to the address in the Affiliate's file that the termination has occurred. Upon update of P&P and other important documentation the affiliates are to confirm their compliance with the revised regulations. It is the Companies' right to determine a deadline for the confirmation. Lack of confirmation from affiliates will result in termination. If an Affiliate wishes to ask the Company to review the decision to terminate, s/he shall make such a request to the Company in writing within two (2) weeks from the date of notice of termination. If no such request is received by the Company within the two (2) weeks period, the termination will automatically be deemed final. If an Affiliate files a timely written request, the Company will review the decision and notify the Affiliate of the result of the review within four (4) weeks of the receipt of the Affiliate's request. Thereafter, the Company will not further review its own decision. In the event the termination decision is not reversed, the termination will remain effective as of the date stated in the original termination notice.

### 8.4 Effects of resignation, suspension and termination

Upon resignation, the former Affiliate shall not further represent him/herself as an Affiliate of the Company, and shall cease to use any materials bearing the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any products, plan or programme of the Company. S/he shall have no rights to enjoy any benefits under the Agreement, P&P, and/or the Compensation Plan. Where an Affiliate is suspended, s/he shall not, before the removal of his/her suspension, further represent him/herself or hold him/herself out as an Affiliate of the Company. Nor shall s/he use any materials bearing the trademarks, service marks, trade names and any signs, labels,

stationery or advertising referring to or relating to any products, plan or programme of the Company. S/he shall have no rights to enjoy any benefits under the Agreement, P&P and/or the Compensation Plan but s/he shall be allowed to retain his/her Affiliating pending the final resolution of his/her case. Any commissions and/or bonuses payable to him/her, should s/he not be suspended, shall be retained by the Company. If the suspension of the Affiliate is subsequently removed, all outstanding commissions and/or bonuses shall be paid to the Affiliate. However, if the Affiliate is subsequently terminated, the termination shall be treated as effective from the effective date of the suspension and all commissions and/or bonuses retained as aforesaid by the Company shall be forfeited forthwith to the Company. Immediately upon termination the Company will close the affiliates account(s)

Immediately upon termination of Affiliating the Affiliate:

- Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any product, plan or programme of the Company;
- Must cease representing him/herself as an Affiliate of the Company;
- Loses all rights to the Affiliate position in the Compensation Plan and to all future commissions and earnings resulting therefrom;
- Must take all actions reasonably required by the Company relating to protection of the Company's confidential information;
- The Company has the right to set off any amounts owed by the Affiliate to the Company including, without limitation, any indemnity obligation incurred pursuant to clause 12.16 herein, from commissions and/or bonuses or other compensation due to the Affiliate.

#### 8.5 Reapplication

An Affiliate who resigns or terminates his/her Affiliating may reapply to become a new Affiliate but such reapplication will only be considered twelve (12) months after resignation. The acceptance of any reapplication of a terminated Affiliating shall be at the sole discretion of the Company.

## 9. TRANSFER OF AFFILIATING

### 9.1 Acquisition of Affiliating

Except as expressly set forth herein, an Affiliate may not sell, assign or otherwise transfer his/her Affiliating (or any rights thereof) to another Affiliate or to any person. Affiliates may not sell, assign, merge or transfer their Affiliating (or any right thereto) without the prior written approval of the Company and compliance with the following conditions:

- The Company possesses the right of first refusal with respect to any sale, assignment or transfer of any Affiliating. An Affiliate wishing to sell, assign, or transfer his/her Affiliating must first offer it to the Company in writing on the same terms and conditions as any intended offer. The Company will advise the Affiliate within two (2) weeks after receipt of such notice of its decision to accept or reject the offer. If the Company fails to respond within the two (2) week period or declines such offer, the Affiliate may make the same offer that is on the same terms and conditions as the offer to the Company to any person who is or who is not already an Affiliate;
- The selling Affiliate and/or the prospective purchaser must provide the Company with a copy of all documents that details the transfer, including, without limitation, the name of the purchaser, the purchase price, and terms of purchase and payment;

- An office administration transfer fee of EUR 100 must accompany the transfer documents;
- The Affiliating transfer agreement must contain a condition made by the selling Affiliate for the benefit of the proposed purchaser not to compete with the proposed purchaser or attempt to divert or refer any existing Affiliate for a period of one (1) year from the date of the sale or transfer;
- Upon a sale, transfer or assignment being approved in writing by the Company, the purchaser must assume the position and terms of the agreement of the selling Affiliate and must execute a current Affiliate Application Form and all such other documents as required by the Company;
- The Company reserves the right, at its sole discretion, to stipulate additional Terms and Conditions prior to approval of any proposed sale or transfer. The Company reserves the right to disapprove any sale or transfer.

#### 9.2 Change of Terms or Conditions

If an Affiliate changes the Terms or Conditions of the offer at any time, the process of offering must start over, beginning with offering it to the Company.

#### 9.3 Complying with Company requirements

Any sale, assignment, or transfer of Affiliating, or any interest therein not complying with the above requirements, will not be accepted or recognized by the Company.

#### 9.4 Products not settled in full

No transfer, assignment or sale of Affiliating will be allowed if the transferor, assignor or selling Affiliate has not fully paid for products s/he has ordered from the Company.

#### 9.5 Transfer to Downline

Transfer of an Affiliating to one's own Downline is allowed with the prior written approval of the Company and compliance with the conditions set out in 9.1 above.

#### 9.6 Circumvent compliance

If it is determined, at the Company's sole discretion, that an Affiliating was transferred in an effort to circumvent compliance with the Agreement, the P&P and/or the Compensation Plan, the transfer will be declared null and void. The Company may, at its sole discretion, take appropriate action(s), including, without limitation, terminating the transferring Affiliate's affiliating.

## 10. DEVOLUTION

#### 10.1 Death

An Affiliate has a right to nominate a person as his/her nominee to whom the Company will transfer the affiliating upon the death of the Affiliate. The Affiliate has a right to change his/her nominee in his/her lifetime by giving written notice to the Company. However, the Company will not accept such a transfer unless the nominee or the last nominee has executed a current Affiliate Application Form and submitted certified copies of the death certificate of the Affiliate, if necessary and not known by the Company, to the Company. The nominee will then be entitled to take over the affiliating of the late Affiliate and entitled to all the commissions, bonuses or other benefits accrued thereafter and all the rights, and/or be subject to all the obligations as an Affiliate of the Company. If an Affiliate did not make any nomination in his/her lifetime and no statutory heirs exists, his/her affiliating shall be terminated immediately upon his/her death. Any cross lining as a consequence of the devolution of affiliating under this clause shall not be treated as a breach of the P&P.

#### 10.2 Dissolution of a partnership

If an Affiliating is registered by two (2) or more persons, they will be deemed as a partnership under the Agreement and the P&P. In the event that the partnership is dissolved, unless the Company receives a valid and legally enforceable agreement signed by all the partners regarding the arrangement of their affiliating within four (4) weeks of being notified of the dissolution of the partnership, their affiliating will be automatically terminated after the expiry of the said four (4) week period.

#### 10.3 Marriage and divorce

In the case that two (2) Affiliates in separate lines of referral ship gets married, they may maintain their own individual affiliating. They are also allowed to merge their affiliating's into one (1) but they are not allowed to transfer or change the positions in the Genealogy. This shall not be treated as cross lining under clause 5.7. Should a married couple opt to create a single affiliating reflecting both as equal owners and these two (2) individuals subsequently divorce or separate, the Company will continue to pay earned commission as before the divorce or separation until the Company receives written notice, signed and notarized by both parties or by a court decree, specifying how future commissions are to be paid.

## 11. PROPRIETARY INFORMATION

### 11.1 Confidential information

During the term of the Agreement, the Company may supply to Affiliates confidential information, including, but not limited to, genealogical and Downline reports, other information developed by the Company or developed for and on behalf of the Company by Affiliates (including, but not limited to, credit data, Affiliate profiles, and purchase information), Affiliate lists, manufacturer and supplier information, business reports, commission or sales reports, and such other financial and business information that the Company may designate as confidential. All such information (whether in oral, written or electronic format) is proprietary and confidential to the Company and is transmitted to Affiliates in strictest confidence on a 'need-to-know' basis for use solely in the Affiliates' business with the Company. Affiliates must use their best efforts to keep such information confidential and must not disclose any such information to any third party, or use such information for any non-Company activity directly or indirectly while an Affiliate and thereafter. Affiliates must not use the information to compete with the Company or for any purpose other than promoting the Company's programme and its products and services. Upon determination, nonrenewal or termination of the Agreement, Affiliates must discontinue the use of such confidential information and promptly return any confidential information in their possession to the Company.

### 11.2 Online reports

The Company will use its best effort to provide accurate information such as online Downline activity reports, including, but not limited to, personal and group sales volume (or any part thereof), and Downline referring activity to Affiliates. Nevertheless, due to various factors, including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; and returned affiliating's; the information is not guaranteed by the Company or any persons creating or transmitting the information.

### 11.3 Use of Company name, logo, or trade names, etc.

The Company name, logo, trade name, trademarks, product names, brochures, catalogues, sales material, contracts and sales training sessions, literature, audio or video material, presentations or events are copyright-protected property of the Company worldwide and

the Company retains ownership rights or exclusive licenses to the entire contents. Affiliates shall not reproduce or distribute privately reproduced versions of such materials under any circumstances. Affiliates shall not use the Company name, logo, trade name, trademarks, programme names, or product names in any manner or form, unless prior written consent is given by the Company. Such written consent will outline exactly what material can be used where and in which format and channels.

#### 11.4 Copyright restrictions

With respect to product purchases from the Company, Affiliates must abide by all manufacturers' use restrictions and copyright protections. Without prior written approval from the Company, no Affiliate shall video and/or audio record the Company's meetings, conferences and/or training sessions or any speeches (including conference calls) given therein.

#### 11.5 Vendor confidentiality

The Company's business relationships with its vendors, manufacturers and suppliers are confidential. Affiliates must not contact, directly or indirectly, or speak to, or communicate with any supplier or manufacturer of the Company except at the Company-sponsored events at which the supplier or manufacturer is present at the request of the Company.

## 12. PROMOTION OF AFFILIATE'S BUSINESS

### 12.1 Promotional and advertising materials

Only the promotional and advertising materials produced or approved in advance in writing by the Company may be used to advertise or promote an Affiliate's business or to sell products and services of the Company. Company literature and materials may not be duplicated, reprinted or personalized without prior written approval. An Affiliate may affix his/her name, address, Affiliate title, phone number and VIN to any promotional materials that the Company approved or sold to him/her.

### 12.2 Income claims

No income projections, including those based solely on mathematical projections or 'ideal projections' of the Compensation Plan may be made as a guarantee of an income to a prospective Affiliate. Affiliates are allowed to show reasonable practical examples of what could be earned, but ONLY in combination with information about requirements and actions necessary to be taken to reach the presented possible earnings. An Affiliate may display his/her own incomes, but is not allowed to present it as an indication of the success and/or income assured to others, since income success is dependent on many variables. Affiliates shall not guarantee salaries, draws, expenses, allowances, bonuses etc. An Affiliate is allowed to show or display an original or a copy of his/her earned commission or bonus, but it is not allowed to be used as an enticement to any prospective Affiliate. Failure to comply to this is considered a serious breach of the P&P and can lead to suspension, or in gross cases it can lead to immediate termination of the Affiliate that is in breach, without a refund.

### 12.3 Statutory taxes

No Affiliate are allowed to encourage prospects, any other person or another Affiliate to fail to comply with, or contribute to breaking, any statutory laws and/or requirements regarding declaring of taxes. An Affiliate is obliged to comply to the rules set out in clause 3.7 and 5.14 above and shall never encourage, contribute to or tell, any other person and/or Affiliate, that they shall not comply to any relevant, at any given time, law, requirement, legislation or similar set out by the state/country/authorities, or similar, in the country in which the

person/Affiliate is a citizen. Failing to comply with this clause is considered a serious breach of the P&P and can lead to suspension, or even immediate termination, without any refund.

#### 12.4 Title of Affiliates

Affiliates shall only present themselves as “an Affiliate of the Company”.

#### 12.5 Stationery and business cards

Only the approved Company graphics version and wording are permitted to be used.

Unless prior approval has been obtained from the Company, Affiliates are not permitted to ‘create’ their own stationery, business cards or letterhead graphics, where the Company’s trade name or trademarks are used. Affiliates are not allowed to insert the address, contact phone number or emails of any office of the Company or its associated companies in their business cards, stationery or letterheads.

#### 12.6 Electronic advertising

Affiliates may not advertise or promote the Company’s business, products or marketing plan or use the Company’s name in any public media including electronic media or transmission, on the Internet via websites or otherwise, without the prior written approval of the Company’s legal department. Upon obtaining such approval, Affiliates are required to comply with the Social Media Policy. Spamming and use of automatic telephone dialing systems are prohibited. Breach of this clause is a serious breach of the P&P and could lead to the immediate suspension or even termination of the Affiliate who is in breach.

#### 12.7 Telephone listing

Affiliates are not permitted to use the Company’s trade name in advertising their telephone and telecopy numbers on materials not produced and approved by the Company without first obtaining the prior written approval from the Company.

#### 12.8 Media interviews

Affiliates are prohibited from granting radio, television, newspaper, tabloid or magazine interviews or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize the Company, its products or Company businesses, without the express prior written approval of the Company. All media inquiries should be referred to the Company.

#### 12.9 Endorsement

No endorsements by a Company officer or administrator or third party may be asserted, except as expressly communicated in the Company literature and communication. Country, Federal and State regulatory agencies do not approve or endorse direct selling programmes. Therefore, Affiliates shall not represent or imply, directly or indirectly, that the Company’s programmes, products or services have been approved or endorsed by any country or governmental agency.

#### 12.10 Communication

Affiliates, as contractors, are encouraged to distribute information and direction to their respective Downlines. However, Affiliates must identify and distinguish between their personal communication and the official communication of the Company when they communicate with their own Downlines.

#### 12.11 Display of Company products

The integrity of the Compensation Plan is built upon person-to-person, one-on-one and indoor presentation methods of sale as well as for online targeted marketing methods. Affiliates shall not knowingly sell any Company product to, or display any Company product, Company name, trademarks, literatures, or promotional materials at any retail outlet, including, but not limited to, supermarkets or food stores, flea markets or swap meets,

permanent restaurant displays, bars or night clubs or any such similar establishment, convenience stores or gas stations. Exemptions must be approved in writing by the Company. Affiliates may promote the Compensation Plan at their office, fairs and trade shows on the condition that it is not shown or displayed with any other plan associated with any other Affiliate Company.

#### 12.12 Product and services claims

Affiliates shall make no claim, representation or warranty concerning any product of the Company, except those expressly approved in advance in writing by the Company or contained in official Company materials, such as P&P.

#### 12.13 Email/Fax blasts and spamming

Email/Fax blasting and unsolicited emailing (spamming) is strictly prohibited.

#### 12.14 Record keeping

The Company encourages all Affiliates to keep complete and accurate records of all their business dealings.

#### 12.15 Legal conformity

Any tool or presentation technique used by an Affiliate, whilst promoting the Company's business concept, products and/or the Compensation Plan must be within the scope of an Affiliate's rights in his/her respective country/state/ providence. It is the Affiliate's responsibility to ensure that any statements made, or any demonstration techniques performed, are, in fact, lawfully permitted in his/her country/state/providence. If a special license or professional degree is required in a certain location to legally make such statements or perform such presentations, or to conduct business, then it is the Affiliate's responsibility to secure the necessary license, degree or permit.

#### 12.16 Indemnity agreement

Each and every Affiliate shall indemnify and hold harmless the Company, its shareholders, officers, directors, employees and agents from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of or in any way related to or connected with allegedly or otherwise, the Affiliate's:

- Activities as Affiliate;
- Breach of the terms of the Agreement;
- Violation of or failure to comply with any applicable laws, regulations or rules.

## 13. INTERNATIONAL SPONSORSHIP

### 13.1 International Sponsorship Description

International Sponsorship is an opportunity given to an Affiliate to register others to become his/her Downline, not just in the world market where s/he is currently registered, but also in other countries and affiliate markets where the Company is operating.

### 13.2 International Sponsorship Business Rules

Affiliates are allowed to sponsor others as well as to engage in the International Sponsorship of individuals who reside in any country where the Company is operating. The Company will only deliver its products and services to countries where the Company is operating. If in any doubt an Affiliate can contact the Company to get updated information.

## 14. GENERAL PROVISIONS

### 14.1 Liability

To the extent permitted by law, the Company shall not be liable for, and each Affiliate releases the Company from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Affiliate as a result of:

- the breach by another Affiliate of his/her Agreement, any Term or Condition of the P&P, and/or the Compensation Plan;
- the operation of another Affiliate's business;
- any inadvertent, incorrect or wrong data or information provided by the Company;
- the failure to provide any information or data necessary for Affiliates to operate their business, including, without limitation, the marketing and promoting of products of the Company and/or the introducing or referring persons as Customers/Affiliates to the Company.

#### 14.2 Force majeure

The Company shall not be responsible for delays or failure in performance caused by circumstances beyond the Company's control, such as strikes, labor difficulties, fire, war, government decrees or orders, or curtailment of a party's usual source of supply.

#### 14.3 Violations

It is the obligation of every Affiliate to abide by and maintain the integrity of the P&P. If an Affiliate observes another Affiliate committing a violation, s/he should discuss the violation directly with the violating Affiliate. If the Affiliate wishes to report such violation to the Company, s/he should detail the violation in writing by email to [exervipclub@gmail.com](mailto:exervipclub@gmail.com).

#### 14.4 Amendments

The Company reserves the right to amend/change the P&P, its retail prices, products and services availability, and/or the Compensation Plan, and/or any part of the company at any time without prior notice as it deems appropriate. Amendments will be communicated to Affiliates through official Company publications or the Company website. Amendments are effective and binding upon submission to the Company website. In the event any conflict exists between the original documents or policies and any such amendment, the amendment shall prevail.

#### 14.5 Assignment / Novation / Transfer

The Company may at any time, without the consent of the Affiliate, assign, novate or transfer all or part of its benefit, rights and obligations under this Agreement to a third party and the Affiliate undertakes to execute and do all such things as the Company may require for perfecting and completing such assignment, novation or transfer.

#### 14.6 Non-waiver provision

No failure of the Company to exercise any power under the P&P or to insist upon strict compliance by Affiliate with any obligation or provision herein, and no custom or practice of the parties at variance with the P&P, shall constitute a waiver of the Company's right to demand exact compliance with the Agreement and/or the P&P. The Company's waiver of any particular default by an Affiliate shall not affect or impair the Company's rights with respect to any subsequent default. Nor shall it affect in any way the rights or obligations of any other Affiliate. No delay or omission by the Company to exercise any right arising from a default shall affect or impair the Company's rights as to that of any subsequent of future default. Waiver by the Company can be effected only in writing by an authorized officer of the Company.

#### 14.7 Governing law



The Agreement, the P&P and the Compensation Plan shall be governed by the laws of the British Virgin Islands.

#### 14.8 Jurisdiction

Any dispute, controversy or claim arising from or in connection with the Agreement, the P&P and/or the Compensation Plan or the breach termination or invalidity thereof (herein after called the "Matter"), shall first be sought to be resolved amicably between the Affiliate concerned and the Company. If the Affiliate and the Company cannot resolve the Matter within eight (8) weeks from the date the Matter was first brought to the attention by one party to the other, the Matter shall be settled by arbitration in the British Virgin Islands in accordance with the procedures in force at that time. There shall be only one arbitrator.

#### 14.9 Entire Agreement

The Agreement, the P&P and the Compensation Plan together constitute the entire Agreement between an Affiliate and the Company.

#### 14.10 Severability

If at any time any provision of the Agreement and/or P&P is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Agreement and/or P&P under the law of that or any other jurisdiction, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

#### 14.11 Notices and communication

Each notice, demand or other communication to be given or made under the Agreement, the P&P and/or the Compensation Plan by the Company to an Affiliate shall be in writing and sent to the relevant party at his/her last e-mail address on file. Any notice, demand or other communication to the Company shall be sent to e-mail [exervipclub@gmail.com](mailto:exervipclub@gmail.com). Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered after two (2) weeks of it being given or made, provided that, if such day is not a working day in the place to which it is sent, such notice, demand or other communication shall be deemed delivered on the next following working day at such place. In the event of such notice, demand or communication is serviced by email, it shall be deemed to have been received by the other party upon confirmation by email by that other party. Each notice, demand or other communication, that is of general character and not specifically addressed to an Affiliate, or any member of the Company, shall be in writing and published on the Company website. Any such notice, demand or other communication shall be deemed to have been delivered when published at the Company website. It is the Affiliate's and/or members sole responsibility to read and keep themselves updated with what has been published on the Company website. By accepting this P&P an Affiliate full approve that it is their sole responsibility to keep himself/herself updated on any communication, made available through publishing on the Company website, that might impact the activities made by the Affiliate.

#### 14.12 Headings and Table of Contents

Headings and Table of Contents in the Agreement, the P&P and the Compensation Plan are provided for convenience only and they are not part of those documents. They are not to serve as a basis for interpretation or construction of those documents or as evidence of intention of the parties.

#### 14.13 Gender, etc.

Unless the context otherwise requires, words importing the singular number shall include the plural number and words importing the masculine gender shall include the feminine or

neuter gender and vice versa, and references to persons shall include companies and bodies, corporate or unincorporated.

#### 14.14 English Language Prevail

In the event that the P&P is translated into another language and there exists any inconsistencies in any provision between the English-language version and the translated version of the P&P, the English-language version shall always prevail.