

Unifii Corporation LLP

Policies & Procedures

EFFECTIVE APRIL 12, 2018

UNIFII CORPORATION | 27 Old Gloucester Street, London, WC1N 3AX
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SECTION 1: Corporate Mission Statement

1.1 Unifii Corporation Mission Statement

Empowering individuals across all demographics to take control of their financial future using a cost effective, scalable, easy to deploy business model.

SECTION 2: Introduction

2.1 Policies and Bonus Plan Incorporated into Unifii Affiliate Agreement

These Policies and Procedures, along with the Purchase Terms and Conditions, the Unifii Affiliates Replicated Website and Privacy Policy, and the Unifii Corporation Referral Bonus Plan, in their present form and as amended by Unifii Corporation LLP (hereafter “Unifii Corporation” or the “Company”), are incorporated into, and form an integral part of, the Unifii Corporation Affiliate Agreement. Throughout these Policies, the term “Affiliate” also applies to a Qualified Affiliate, unless one or the other is specified as “only” i.e. “Qualified Affiliate Only”. It is the responsibility of each Affiliate to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term “Agreement” is used, it collectively refers to these Policies and Procedures, Agreement Terms and Conditions, the Unifii Corporations Replicated Website and Privacy Policy, the Unifii Corporation Referral Bonus Plan, and the Unifii Corporation Business Entity Application (if applicable). These documents are incorporated by reference into the Unifii Corporation Affiliate Agreement (all in their current form and as amended by Unifii Corporation).

2.2 Changes to the Agreement

Unifii Corporation reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that Unifii Corporation elects to make. Amendments shall be effective five (5) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) posting in Affiliates’ back-offices; (4) inclusion in Company periodicals; (5) inclusion in product orders or bonus checks; or (6) special mailings. The continuation of an Affiliate’s Unifii Corporation business, the acceptance of any benefits under the Agreement, or an Affiliate’s acceptance of bonuses or commissions constitutes acceptance of all amendments.

2.3 Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

2.4 Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Unifii Corporation to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Unifii Corporations' right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an affiliate against Unifii Corporation shall not constitute a defense to Unifii Corporations' enforcement of any term or provision of the Agreement.

SECTION 3: Becoming a Unifii Affiliate or Qualified Unifii Affiliate

3.1 Requirements

In order to become an affiliate or Qualified Affiliate, each applicant must:

- (1) Be at least 18 years of age;
- (2) Provide Unifii Corporation with his/her valid Social Security or Tax ID number;
- (3) Provide payment of annual \$29.95 Registration Fee;
- (4) Submit a properly completed Unifii Affiliate Application and Agreement to Unifii Corporation either in hard copy or online format;

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

3.2 Registration Fee and Product Purchases

Other than a \$29.95 registration fee, no person is required to purchase Unifii Corporation products, services or sales aids, or to pay any other charge or fee to become an Affiliate.

3.3 Affiliate and Qualified Affiliate Benefits

Once an Affiliate Application and Agreement has been accepted by Unifii Corporation, the benefits of the Referral Bonus Plan and the Affiliate Agreement are available to the new Affiliate. These benefits include the right to:

- (1) Sell Unifii Corporation products and services;
- (2) Participate in the Unifii Corporation Referral Bonus Plan (receive bonuses and commissions, if eligible)
- (3) Enroll other individuals as Customers or Affiliates into the Unifii Corporation business and thereby, build a marketing organization and progress through the Unifii Corporation Referral Bonus Plan;
- (4) Receive periodic Unifii Corporation literature and other Unifii Corporation communications;
- (5) Participate in Unifii Corporation-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- (6) Participate in promotional and incentive contests and programs sponsored by Unifii Corporation for its Affiliates.

3.3.1 Recognition Program

Included in the benefits of an active Affiliate Agreement is participation in the Unifii Corporation Recognition Program. Each sale is recorded and tracked by Unifii Corporation for Corporate Purposes; one primary purpose of this is the recognizing of individuals for title advancements in sales volume. All title advancements will include certification from Unifii Corporation of the rank and public announcement to the field upon achieving the title. All title advancements and recognition processes are broken up as follows (Rewards for all title advancements are subject to the requirements listed below):

- (1) All Affiliates who achieve an accumulated personal income of \$1,000 will achieve the Manager Title.
- (2) All Affiliates who achieve an accumulated personal income of \$5,000 will achieve the Director Title.
- (3) All Affiliates who achieve an accumulated personal income of \$25,000 will achieve the Executive Title.
- (4) All Affiliates who achieve an accumulated personal income of \$250,000 will achieve the Vice President Title.
- (5) All Affiliates who achieve an accumulated personal income of \$500,000 will achieve the President Title.
- (6) All Affiliates who achieve an accumulated personal income of \$1,000,000 will achieve the Ambassador Title.

3.4 Term and Renewal of Your Unifii Corporations Business

The term of the Affiliate Agreement is one year from the date of its acceptance by Unifii Corporation (subject to reclassification for inactivity after six months pursuant to Section 11.2.1. Affiliates must renew their Affiliate

Agreement each year by paying an annual renewal fee of \$29.95 on or before the anniversary date of their Affiliate Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Affiliate Agreement, the Affiliate Agreement will be canceled. Affiliates may elect to utilize the Automatic Renewal Program (“ARP”). Under the ARP, the renewal fee will be charged to the Affiliate’s credit card on file with the Company. Affiliates without a credit card or bank account must renew by phone or mail.

SECTION 4: Operating a Unifii Corporation Business

4.1 Adherence to the Unifii Corporation Referral Bonus Plan

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

4.2 Advertising

4.2.1 General

All Affiliates shall safeguard and promote the good reputation of Unifii Corporation and its products. The marketing and promotion of Unifii Corporation, the Unifii Corporation opportunity, the Referral Bonus Plan, and Unifii Corporation products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. To promote both the products and services, and the tremendous opportunity Unifii Corporation offers, Affiliates should use the sales aids, business tools, and support materials produced by Unifii Corporation. The Company has carefully designed its products, product labels, Referral Bonus Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the legal requirements of federal and state laws.

Accordingly, Affiliates may only advertise or promote their Unifii Corporation business using approved tools, templates or images acquired through Unifii Corporation.

No approval is necessary to use these approved tools. If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to the Unifii Corporation compliance department (compliance@unifii.io) for consideration and approval. Unless you receive specific written approval from Unifii Corporation to use such tools, the request shall be deemed denied.

Affiliates may not sell sales aids to other Independent Unifii Affiliates. Therefore, Affiliates who receive authorization from Unifii Corporation to produce their own sales aids may not sell such material to any other Independent Unifii Affiliate. Affiliates may make approved material available to other Affiliates free of charge if they wish, but may not charge other Independent Unifii Affiliates for the material.

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

4.2.2 Trademarks and Copyrights

The name of Unifii Corporation and other names as may be adopted by Unifii Corporation are proprietary trade names, trademarks and service marks of Unifii Corporation (collectively “marks”). As such, these marks are of great value to Unifii Corporation and are supplied to Affiliates for their use only in an expressly authorized manner. Unifii Corporation will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including Independent Unifii Affiliates, in any unauthorized manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Affiliates may not produce for sale or distribution any recorded Company events and speeches without written permission from Unifii Corporation, nor

may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

No portion of the Company's product may be reproduced or shared at any time including but not limited to trade alerts, trade strategies, reports, training videos, training tools, or any other information item delivered as part of the Unifii Corporation Subscription.

As an Independent Unifii Affiliate, you may use the Unifii Corporation name in the following manner:

Affiliate's Name

Independent Unifii Affiliate

Example:

Alice Smith

Independent Unifii Affiliate

Affiliates may not use the name Unifii or Unifii Corporation in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase *Independent Unifii Affiliate* in your phone greeting or on your answering machine to clearly separate your independent Unifii Affiliate business from Unifii Corporation. For example, you may not secure the domain name www.buyUnifiiCorporation.io, or www.buyUnifii.io nor may you create an email address such as UnifiiCorporationsales@hotmail.com or Unifiisales@hotmail.com.

4.2.2.1 Independent Unifii Corporation Logo

If you use a Unifii Corporation logo in any communication, you must use the Independent Unifii Affiliate version of the Unifii Corporation logo. Using any other Unifii Corporation logo requires written approval.

Please see examples below:

Logos Approved for Affiliate Use

Logos **NOT** Approved for Affiliate Use:

4.2.3 Media and Media Inquiries

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

4.2.4 Unsolicited Email

Unifii Corporation does not permit Affiliates to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by an Affiliate that promotes Unifii Corporation, the Unifii Corporation opportunity, or Unifii Corporation products and services must comply with the following:

- (1) There must be a functioning return email address to the sender.
- (2) There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- (3) The email must include the Affiliate's physical mailing address.
- (4) The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- (5) The use of deceptive subject lines and/or false header information is prohibited.
- (6) All opt-out requests, whether received by email or regular mail, must be honored.

If an Affiliate receives an opt-out request from a recipient of an email, the Affiliate must forward the opt-out request to the Company. Unifii Corporation may periodically send commercial emails on behalf of Affiliates. By entering into the Unifii Affiliate Agreement, Affiliate agrees that the Company may send such emails and that the Affiliate's physical and email addresses will be included in such emails as outlined above. Affiliates shall honor opt-out requests generated as a result of such emails sent by the Company.

4.2.5 Unsolicited Faxes

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

4.2.6 Telephone Directory Listings

Affiliates may list themselves as an "Independent Unifii Affiliate" in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Affiliate may place telephone or online directory display ads using Unifii Corporation' name or logo. Affiliates may not answer the telephone by saying "Unifii", "Unifii Corporation", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Unifii Corporation. If a Affiliate wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

Affiliate's Name
Independent Unifii Affiliate

4.2.7 Television and Radio Advertising

Affiliates may not advertise on television and radio except with Unifii Corporation' express written approval.

4.2.8 Advertised Prices

Affiliates may not create their own marketing or advertising material offering any Unifii Corporation products at a price less than the current online prices, plus shipping and applicable taxes.

4.3 Online Conduct

4.3.1 Affiliate Web Sites

Affiliates may create their own websites, so long as the website and its content comply with the terms of Unifii Corporations' Policies and Procedures. It is the Affiliates's obligation to ensure your online marketing activities are truthful, are not deceptive and do not mislead customers or potential Affiliates in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization ("SEO") tactics, misleading click-through ads (i.e. having the display URL of a Pay-Per-Click ("PPC") campaign appear to be directed to an official Unifii Corporation Corporate Site when it in fact goes elsewhere), unapproved banner ads, and unauthorized press releases. Unifii Corporation will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

4.3.2 Unifii Corporation Replicated Websites

Affiliates receive a Unifii Corporation Replicated Website subscription to facilitate online buying experience for their customers and enrollments for prospects. Affiliates are solely responsible and liable for the content they add to their Replicated Website and must regularly review the content to ensure it is accurate and relevant.

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

- The Unifii Corporation Independent Affiliate Logo
- Your Name
- Unifii Corporation Corporate Website Redirect Button
- Artwork, logos, or graphics
- Original text

Because Replicated Websites reside on the Unifii Corporation.cc domain, Unifii Corporation reserves the right to receive analytics and information regarding the usage of your website.

By default, your Unifii Corporation Replicated Website URL is: www.unifii.io/<distributorID#>

You must change this default ID and choose a uniquely identifiable website name that cannot:

- (1) Be confused with other portions of the Unifii Corporation corporate website;
- (2) Confuse a reasonable person into thinking they have landed on a Unifii Corporation corporate page;
- (3) Be confused with any Unifii Affiliates name;
- (4) Contain any discourteous, misleading, or off-color words or phrases that may damage Unifii Corporations' image.

4.3.3 Registered External Website Content

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

4.3.4 Unifii Corporation Independent Affiliate Disclosure

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

- The Unifii Corporation Independent Affiliate Logo
- Your Name and Title
- Unifii Corporation Corporate Website Redirect Button

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

4.3.5 Registered External Websites Must Exclusively Promote Unifii Corporation

Your Unifii Corporation external website must contain content and information that is exclusive to Unifii Corporation. You may not advertise other products or services other than the Unifii Corporation product line and the Unifii Corporation opportunity.

4.3.6 No eCommerce or Stock-and-Sell Retailing

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

4.3.7 Registered External Website Termination

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

4.3.8 Team Websites

You may use team websites for the purposes of connecting, communicating, training, education and sharing best practices among team members. Because these sites may contain sensitive and Company-specific information, these team websites must be password protected and may only be shared with members of your Sales Organization. Before you offer a team website to other Affiliates, you must request approval of the website from the Company. The team website will only be approved upon written notice from the Company.

4.3.9 Domain Names, email Addresses and Online Aliases

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

www.MyUnifiiCorporationBiz.io
www.UnifiiCorporationDreamTeam.io

www.ISellUnifiiCorporation.io
www.UnifiiCorporationbyJaneDoe.io
www.UnifiiCorporationMoney.net
www.JanesUnifiiCorporationOpportunity.net

4.3.10 Unifii Corporation Hotlinks

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

4.3.11 Monetizing Registered External Websites

Affiliates may not monetize their Replicated Website or their Registered External Website through affiliate programs, AdSense or similar programs.

4.3.12 Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or retail specific Unifii Corporation products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the Unifii Corporation business opportunity, provided Unifii Corporation-approved templates/images are used. These templates will identify you as an Independent Unifii Affiliate. If a link or URL is provided, it must link to your Replicated Website or your Registered External Website. Covered in 4.8 below

4.3.14 Online Retailing

Affiliates may not list or sell Unifii Corporation products on any online retail store or e-commerce site, nor may you enlist or knowingly allow a third party to sell Unifii Corporation products on any online retail store or e-commerce site.

4.3.15 Banner Advertising

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

4.3.16 Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative and relevant.

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

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

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

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either the sponsoring Affiliate's Replicated Website or to the sponsoring Affiliate's Registered External Website. The display URL must also be to either the sponsoring Affiliate's Replicated Website or to your Registered External Website, and must not portray any URL that could lead the user to believe they are being directed to a Unifii Corporation Corporate site, or be inappropriate or misleading in any way.

4.3.19 Domain Names and Email Addresses

Except as set forth in the Affiliates Website Application and Agreement, Affiliates may not use or attempt to register any of Unifii Corporations' trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address. If you do register any portion of the Unifii Corporation branding to a social media account, the company will require you to release the site/username to the company or delete the account altogether.

4.3.20 Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should an Affiliate utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, Pinterest, etc., the Affiliate agrees to each of the following:

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

4.4 Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be an Independent Unifii Corporation by submitting an Affiliate Application and Agreement along with a properly completed Business Entity Application and Agreement and a properly completed IRS form W-9. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to Unifii Corporation, compliance with the Unifii Corporation Policies and Procedures, the Independent Unifii Affiliate Agreement, and other obligations to Unifii Corporation.

To prevent the circumvention of Sections 4.23 (regarding transfers and assignments of a Unifii Corporation business) and 4.5, (regarding Sponsorship Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or Unifii Corporation, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify Unifii Corporation in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.23. In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other Unifii Corporation business for six consecutive calendar months in accordance with Section 4.5.3. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.23.

The modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Affiliate Application and Agreement. Unifii Corporation may, at its discretion, require notarized documents before implementing any changes to a Unifii Corporation business. Please allow thirty (30) days after the receipt of the request by Unifii Corporation for processing.

4.4.1 Changes to a Business Entity

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

4.5 Change of Enroller

Unifii Corporation prohibits changes in enrollership. Accordingly, the transfer of a Unifii Corporation business from one enroller to another is rarely permitted. Requests for change of enrollership must be submitted in writing using the Enroller Change Request Form to support, and must include the reason for the transfer. Transfers will only be considered in the following three circumstances:

4.5.1 Misplacement

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

4.5.2 Up line Approval

The Affiliate seeking to transfer submits a properly completed and fully executed Enroller Change Form which includes the written approval of his or her immediate three (3) up line Affiliates in his or her Marketing Organization. Photocopied or facsimile signatures are not acceptable. All Affiliate signatures must be notarized. The Affiliate who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring Affiliate also wants to move any of the Affiliates in his or her marketing organization, each downline Affiliate must also obtain a properly completed Sponsorship Transfer Form and return it to Unifii Corporation with the \$50.00 change fee (i.e., the transferring Affiliate and each Affiliate in his or her marketing organization multiplied by \$50.00 is the cost to move a Unifii Corporation business.) Down line Affiliates will not be moved with the transferring Affiliate unless all of the requirements of this paragraph are met. Transferring Affiliates must allow thirty (30) days after the receipt of the Enroller Change Forms by Unifii Corporation for processing and **verifying** change requests. Unifii Corporation will consider waiving the four month waiting period under exceptional circumstances. Such requests for waiver must be submitted to Unifii Corporation in writing.

4.5.3 Cancellation and Re-application

An Affiliate may legitimately change organizations by voluntarily canceling his or her Unifii Corporation business and remaining inactive (i.e., no purchases of Unifii Corporation products for resale, no sales of Unifii Corporation products, no sponsoring, no attendance at any Unifii Corporation functions, participation in any other form of Affiliate activity, or operation of any other Unifii Corporation business, no income from the Unifii Corporation business) for four (4) full calendar months. Following the four-month period of inactivity, the former Affiliate may reapply under a new enroller, however, the former Affiliate's downline will remain in their original line of enrollership.

4.5.3 Misleading Basis for Enroller Change

If an Affiliate counsels a newly enrolled member to execute their right to rescind/cancel and re-enrolls that member under their organization, they will have violated our policies and are subject to disciplinary actions. To understand this fully, we must define "newly enrolled member." A newly enrolled member is an individual who has purchased and paid for a Unifii Corporation subscription. If a member enters their information into our order form but does not "pay" for a subscription, then they are not enrolled. This distinction is important as a person who has entered their information but has not purchased a subscription can be enrolled by another distributor at any time.

The spirit in which we conduct business is important and not every scenario can be effectively covered by policies. However, we find that reasonable ethics and guidelines should be deployed at all times.

Let's take a closer look at this example:

*If Distributor A enrolls a new paying member and Distributor B counsels that member to cancel and re-enroll with them, then **Distributor B is in violation.***

If Distributor A has a new member that has entered their information but has not purchased a product/subscription and Distributor B convinces that member to enroll, pay for their product and work with them, then Distributor B is

compliant. If Distributor A puts many members into the system without ordering/paying for a product, **then Distributor A could be found in violation of policy.**

If Distributor A enrolls a new paying member and the member does not feel comfortable with their enroller and finds an enroller they would prefer to work with and that member makes it know to the Company that they do not want to work with Distributor A then that member may request a change of enroller. This change must be made within the first fourteen days and the member must clearly state the reasons they do not want to work with Distributor A. If the reasons are stated and they are in violation of policy, **then Distributor A may also face disciplinary action.**

If Distributor A enrolls a new paying member and then Distributor B disparages Distributor A to the new member, convincing the new member to request a change of enrollership and Distributor B is misrepresenting and making false claims against Distributor A, **then Distributor B is in violation and may face disciplinary actions.**

As you can see there are many scenarios that can apply to this one policy. We rely on the leaders to manage and monitor down line activities and use our policies as a guide to handle any issues that arise.

Submitting these issues to Unifii Corporation should be viewed as a last resort when field leadership has been unable to resolve the situation. If the issue must be submitted to the company, then it should be fully documented with all necessary details and submitted through a support ticket or email to compliance@unifii.io.

4.6 Waiver of Claims

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

4.7 Unauthorized Claims and Actions

4.7.1 Indemnification

An Affiliate is fully responsible for all of his or her verbal and written statements made regarding Unifii Corporation products, services, and the Referral Bonus Plan that are not expressly contained in official Unifii Corporation materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication.

Affiliates agree to indemnify Unifii Corporation and Unifii Corporation's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Unifii Corporation as a result of the Affiliate's unauthorized representations or actions.

This provision shall survive the termination of the Affiliate Agreement.

4.7.2 Product Claims

No claims (which include personal testimonials) as to the guarantee of income or market success may be stated, except those stated in official Unifii Corporation's literature and website. It should also always be stated that past results are no guarantee of future performance. Not only are such claims in violation of the Affiliates Agreement, they also violate the laws and regulations of the United States, Canada, and other jurisdictions.

4.7.3 Referral Bonus Plan Claims

When presenting or discussing the Unifii Corporation Referral Bonus Plan, you must make it clear to prospects that financial success with Unifii Corporation requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves.

Examples of misrepresentations in this area include:

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

- All you have to do is buy your products every month.

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

4.7.4 Income Claims

Because Independent Unifii Corporation do not have the data necessary to comply with the legal requirements for making income claims, an Affiliate, when presenting or discussing the Unifii Corporation opportunity or Referral Bonus Plan to a prospective Affiliate, may not make income projections, income claims, or disclose his or her Unifii Corporation income (including, but not limited to, the showing of checks, copies of checks, bank statements, email notices, electronic records, income system messages or tax records).

4.8 Commercial Outlets

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

4.9 Trade Shows, Expositions and Other Sales Forums

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

4.10 Conflicts of Interest

4.10.1 Non solicitation

Independent Unifii Affiliates are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing") with the main exception of network marketing companies that sell similar products and services to Unifii Corporation. However, during the term of this Agreement, Affiliates may not directly or indirectly recruit other Independent Unifii Corporation or Customers for any other network marketing business.

Following the cancellation of an Affiliate's Independent Unifii Corporation Agreement, and for a period of six calendar months thereafter, with the exception of an Affiliate who is personally sponsored by the former Affiliate, a former Affiliate may not Recruit any Independent Unifii Corporation or Customer for another network marketing business. Affiliates and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Affiliates and Unifii Corporation agree that this non-solicitation provision shall apply nationwide and to all international markets in which Affiliates are located. This provision shall survive the termination or expiration of the Affiliate Agreement.

The term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Independent Unifii Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

4.10.2 Affiliate Participation in Other Network Marketing Programs

Independent Unifii Affiliates may participate in other non-competing network marketing programs as long as all of the following guidelines and policies are honored. If an Affiliate is engaged in other non-Unifii Corporation direct selling programs, it is the responsibility of the Affiliate to ensure that his or her Independent Unifii Corporation

business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- (1) Affiliates MAY NOT participate as a distributor in any network marketing program that sells and distributes similar products to Unifii Corporation. This includes financial education, trading, trading signals, reports, or any services that are offered by Unifii Corporation. An Affiliate is allowed to be a consumer of these products but not an independent distributor. All current distributors must ensure they are in compliance with this policy or they will forfeit their distributor status with Unifii Corporation.
- (2) Affiliates must not sell, or attempt to sell, any competing non-Unifii Corporation programs, products or services to Unifii Corporation Customers or Affiliates. Any program, product or services in the same generic categories as Unifii Corporation products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.
- (3) Affiliates shall not display Unifii Corporation promotional material, sales aids, products or services with or in the same location as, any non-Unifii Corporation promotional material or sales aids, products or services.
- (4) Affiliates shall not offer the Unifii Corporation opportunity, products or services to prospective or existing Customers or Affiliates in conjunction with any non- Unifii Corporation program, opportunity, product or service.
- (5) Affiliates may not offer any non-Unifii Corporation opportunity, products, services or opportunity at any Unifii Corporation-related meeting, seminar, convention, webinar, teleconference, or other function.

4.10.3 Confidential Information

“Confidential Information” includes, but is not limited to, Downline Genealogy Reports, the identities of Unifii Corporation customers and Affiliates, contact information of Unifii Corporation customers and Independent Unifii Affiliates’ personal and group sales volumes, and Affiliate title and/or achievement levels. Confidential Information is, or may be available, to Affiliates in their respective back-offices. Affiliates access to such Confidential Information is password protected, and is confidential and constitutes proprietary information and business trade secrets belonging to Unifii Corporation. Such Confidential Information is provided to Affiliates in strictest confidence and is made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective down-line organizations in the development of their Unifii Corporation business. Affiliates may not use the reports for any purpose other than for developing their Unifii Corporation business. Where an Affiliate participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Affiliates should use the Confidential Information to assist, motivate, and train their downline Affiliates. The Affiliate and Unifii Corporation agree that, but for this agreement of confidentiality and non-disclosure, Unifii Corporation would not provide Confidential Information to the Affiliate.

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

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

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether an Affiliate’s Agreement has been terminated, or whether the Affiliate is or is not otherwise affiliated with the Company.

4.11 Targeting Other Direct Sellers

Unifii Corporation does not condone Affiliates specifically or consciously targeting the sales force of another direct sales company to sell Unifii Corporation products or to become Affiliates for Unifii Corporation, nor does Unifii Corporation condone Affiliates solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Affiliates engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Affiliate alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, Unifii Corporation will not pay any of the Affiliate’s defense costs or legal fees, nor will Unifii Corporation indemnify the Affiliate for any judgment, award, or settlement.

4.12 Errors or Questions

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Affiliate must notify Unifii Corporation in writing within 60 days of the date of the purported error or incident in question. Unifii Corporation will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

4.13 Governmental Approval or Endorsement

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

4.14 Income Taxes

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

If Unifii Corporation provides a 1099 that is in error due to incorrect information provided by the distributor which requires a corrected 1099, then the distributor will pay a \$50 charge for the corrected 1099. 1099's will be delivered to distributors by January 31st.

4.15 Independent Contractor Status

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

4.16 Insurance

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

4.18 Bonus Buying

Bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for title advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products or services through a straw man or other artifice.

4.19 Adherence to Laws and Ordinances

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

4.20 One Unifii Corporation Business Per Distributorship/Per Household

An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Unifii Corporation business. No individual may have, operate or receive compensation from more than one Unifii Corporation business. Individuals of the same Household may not enter into or have an interest in more than one Unifii Corporation Business. A “Household” is defined as spouses, and dependent children living at or doing business at the same address.

In order to maintain the integrity of the Unifii Corporation Bonus Plan, husbands and wives or common-law couples (collectively “spouses”) who wish to become Independent Unifii Affiliates must be jointly sponsored as one Unifii Corporation business. Spouses, regardless of whether one or both are signatories to the Affiliates Application and Agreement, may not own or operate any other Unifii Corporation business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another Unifii Corporation business in any form.

An exception to the one business per Affiliate/household rule will be considered on a case by case basis if two Affiliates marry or in cases of an Affiliate receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Compliance Department.

4.21 Actions of Household Members or Affiliated Parties

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

4.22 Roll-up of Marketing Organization

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

4.23 Sale, Transfer or Assignment of Unifii Corporation Business

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

(1) The selling Affiliate must offer Unifii Corporation the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer.

(2) Unifii Corporation shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.

(3) The buyer or transferee must become a qualified Independent Unifii Affiliate. If the buyer is an active Independent Unifii Affiliate, he or she must first terminate his or her Unifii Corporation business and wait six calendar months before acquiring any interest in a different Unifii Affiliates business;

(4) Before the sale, transfer or assignment can be finalized and approved by Unifii Corporation, any debt obligations the selling party has with Unifii Corporation must be satisfied.

(5) The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Unifii Corporation business.

Prior to selling an independent Unifii Corporation business or Business Entity interest, the selling Affiliate must notify Unifii Corporations' Compliance Department in writing and advise of his or her intent to sell his/her Unifii Corporation business or Business Entity interest. The selling Affiliate must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a Unifii Corporation business.

4.24 Separation of a Unifii Corporation Business

Independent Unifii Affiliates sometimes operate their Unifii Corporation businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

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

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

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Unifii Corporation split commission and bonus checks between divorcing spouses or members of dissolving entities. Unifii Corporation will recognize only one Downline Organization and will issue only one commission check per Unifii Corporation business per commission cycle. Commission checks shall always be issued to the same individual or entity.

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

4.25 Enrolling Online

When enrolling a new Affiliate through the online enrollment process, the sponsor/enroller may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreements, Unifii Corporations' Policies and Procedures, and the Unifii Corporation Referral Bonus Plan. The sponsor/enroller may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

4.26 Succession

Upon the death or incapacitation of an Affiliate, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Affiliate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument.

Whenever a Unifii Corporation business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Affiliates' marketing organization provided the following qualifications are met.

The successor(s) must:

- a) Execute an Affiliate Agreement;
- b) Comply with terms and provisions of the Agreement;
- c) Meet all of the qualifications for the deceased Affiliate's status;
- d) The devisee must provide Unifii Corporation with an "address of record" to which all bonus and commission checks will be sent;

e) If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. Unifii Corporation will issue all bonus and commission checks and one 1099 to the business entity.

4.26.1 Transfer Upon Death of an Affiliate

To effect a testamentary transfer of a Unifii Corporation business, the executor of the estate must provide the following to Unifii Corporation:

- a) an original death certificate;
- b) certified letters testamentary or a letter of administration appointing an executor;
- c) written instructions from the authorized executor to Unifii Corporation specifying to whom the business and income should be transferred.

4.26.2 Transfer Upon Incapacitation of an Affiliate

To effectuate a transfer of a Unifii Corporation business because of incapacity, the successor must provide the following to Unifii Corporation:

- a) a notarized copy of an appointment as trustee;
- b) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Unifii Corporation business;
- c) a completed Affiliate Agreement executed by the trustee.

4.27 Telemarketing Techniques

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

Moreover, these regulations must not be taken lightly, as they carry significant penalties.

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

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

4.28 Back Office Access

Unifii Corporation makes online back offices available to its Affiliates. Back offices provide Affiliates access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Affiliate's Unifii Corporation business and to increase sales of Unifii Corporation products. However, access to a

back office is a privilege, and not a right. Unifii Corporation reserves the right to deny Affiliates' access to the back office at its sole discretion.

SECTION 5: Responsibilities of Affiliates

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

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

5.2 Continuing Development Obligations

5.2.1 Ongoing Training

Any Affiliate who enrolls or sponsors another Affiliate into Unifii Corporation must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Unifii Corporation business. Affiliates must have ongoing contact and communication with the Affiliates in their Downline Organizations. Examples of such contact and communication may include, but are not limited to:

- newsletters
- written correspondence
- personal meetings
- telephone contact
- voice mail
- texting
- electronic mail
- accompaniment of downline Affiliates to Unifii Corporation meetings, training sessions, and other functions

Upline Affiliates are also responsible to motivate and train new Affiliates in:

- Unifii Corporation product knowledge
- effective sales techniques
- Unifii Corporation Referral Bonus Plan
- compliance with Company Policies and Procedures and applicable laws

Communication with and the training of downline Affiliates must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of Affiliate-produced sales aids and promotional materials.)

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

5.2.2 Increased Training Responsibilities

As Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Unifii Corporation program. They will be called upon to share this knowledge with lesser experienced Affiliates within their organization.

5.2.3 Ongoing Sales Responsibilities

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

5.3 Non-disparagement

Unifii Corporation wants to provide its independent Affiliates with the best products, Referral Bonus Plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Compliance Department. (compliance@unifii.io) Remember, to best serve you, we must hear from you!

While Unifii Corporation welcomes constructive input, negative comments and remarks made in the field by Affiliates about the Company, its products, or Referral Bonus Plan serve no purpose other than to sour the

enthusiasm of other Independent Unifii Affiliates. For this reason, and to set the proper example for their downline, Affiliates must not disparage, demean, or make negative remarks about Unifii Corporation, other Independent Unifii Affiliates, Unifii Corporations' products, the Marketing and Referral Bonus Plan, or Unifii Corporations' directors, officers, or employees.

5.4 Providing Documentation to Applicants

Affiliates must provide the most current version of the Policies and Procedures, Replicated Website and Privacy Policy, Member Terms and Conditions, and the Referral Bonus Plan to individuals whom they are sponsoring to become Affiliates before the applicant completes an online Affiliate Agreement, or ensure that they have online access to these materials within five days of their enrollment.

SECTION 6: Sales Requirements

6.1 Product Sales

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

6.1.1 Executing a Sale

All subscription sales are executed through the member's replicated website or the Company's public website. All product payments are made by the purchasing member directly to the Company via the order process on the replicated website or the Company public website. At times, paper order forms may be necessary but these forms must have all proper disclosures and then execute on-line with the paying member accepting all agreements electronically within five days of enrollment. In no instance shall a new customer pay a distributor directly for Unifii Corporation subscriptions. If a distributor is found to be accepting payment for sales of Unifii Corporation's products and services, then both company disciplinary and potentially criminal actions may be taken against that distributor.

6.1.2 Redirection of Customer Funds & Sales Misrepresentation

If an Affiliate enrolls a new member and then accepts payment directly and further misleads the new member that they are an active member of Unifii Corporation, and then proceeds to re-distribute Unifii Corporation Trade alerts to those new members without the company receiving member's payment then that Affiliate will face immediate cancellation of their distributor agreement and face criminal proceedings due to violation of the laws of England. Unifii Corporation will prosecute any distributor who has found to be committing criminal and fraudulent actions against another using Unifii Corporation as the vehicle to commit such fraud.

6.2 No Territory Restrictions

There are no exclusive territories granted to anyone.

SECTION 7: Bonuses and Commissions

7.1 Bonus and Commission Qualifications and Accrual

An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement, Unifii Corporation shall pay commissions to such Affiliate in accordance with the Marketing and Referral Bonus Plan. The minimum amount for which Unifii Corporation will issue a commission payment is fifty Dollars (\$50.00). Notwithstanding the foregoing, all commissions owed an Affiliate, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of an Affiliate's business.

7.2 Adjustment to Bonuses and Commissions

7.2.1 Adjustments for Returned Products and Cancelled Services

Affiliates receive bonuses, commissions, or overrides based on the actual sales of products and services to end user consumers. When a service is cancelled or a product is returned to Unifii Corporation for a refund, any of the following may occur at the Company's discretion:

(1) the bonuses, commissions, or overrides attributable to the returned product(s) or cancelled service will be deducted from payments to the Affiliate and upline Affiliates who received bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered;

(2) the Affiliate or upline Affiliates who earned bonuses, commissions, or overrides based on the sale of the returned product(s) or cancelled service will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or (3) the bonuses, commissions, or overrides attributable to the returned product(s) or cancelled service may be deducted from any refunds or credits to the Affiliates who received the bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service.

7.2.2 Hard Copy Commission Checks

The Company pays commissions via direct deposit into Affiliates' bank accounts or via electronic payment using an electronic wallet or other electronic means of cash transfer or to a cryptocurrency wallet such as BTC (Bitcoin).

7.2.3 Tax Withholdings

If an Affiliate fails to submit a W-9 or any other required tax form, Unifii Corporation will deduct the necessary withholdings from the Affiliate's commission checks as required by law.

7.2.4 Maximum Payout 70% Cap Rule

Unifii Corporation commits to paying up to a maximum of 70% of revenue from all Sales Volume generated by our subscribers back to the field. To ensure the long-term viability of Unifii Corporation and to protect future opportunities for our subscribers, the Company must limit the amount of total commission payout monthly to this percentage. If the total payout is above the monthly 70% cap an adjustment to the Unifii Corporation Referral bonus pay out will be made to bring the payout in line with the 70% cap rule.

7.3 Reports

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

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

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

ACCESS TO AND USE OF UNIFII CORPORATIONS' ONLINE AND TELEPHONE REPORTING SERVICES AND YOUR RELIANCE UPON SUCH INFORMATION IS AT YOUR OWN RISK. ALL SUCH INFORMATION IS PROVIDED TO YOU "AS IS". IF YOU ARE DISSATISFIED WITH THE ACCURACY OR QUALITY OF THE INFORMATION, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF AND ACCESS TO UNIFII CORPORATIONS' ONLINE AND TELEPHONE REPORTING SERVICES AND YOUR RELIANCE UPON THE INFORMATION.

SECTION 8: Product Guarantees, Repurchase and Rescission

8.1 Product and Purchase Rescission

Affiliates are to notify their customers (members) that they have **3** business days (Saturday is a business day, Sundays and legal holidays are not business days) within which to cancel their purchase and receive a full refund. Affiliates **MUST** verbally inform their customers of this right, they **MUST** refer the member to the original invoice provided at time of order along with the notice of right to cancel that the customer agreed to at time of purchase.

8.2 Product Guarantee and Refund Policy

8.2.1 Product Guarantee

Unifii Corporation, through its Affiliates, offers a 100% three (3) day money-back satisfaction guarantee to all Customers, and Affiliates. The member must submit their cancellation and refund request in writing to support@unifii.io or via the ticketing system within three days of their product purchase date.

Every Affiliate is bound to honor the product guarantee. In all matters, the three-day product guarantee should be quoted to new members.

8.2.3 Refund Policy after Three Days

If the member cancels after 3 (three) days, they **will not** receive a refund (partial or otherwise). We will cancel their subscription and they will no longer be billed. Access to the member site will be in place until their subscription billing period ends.

8.2.4 No Chargebacks

The member is provided with the 3-day money back guarantee. Cancellation during this period simply requires the member to email support: support@unifii.io or submit a ticket requesting their cancellation and refund. Since our subscription program is delivered 100% through electronic methods, there is no foundation for a chargeback by a member.

Chargeback: *A chargeback is when a consumer contacts their credit card company and informs them of an invalid, unauthorized charge against their card.*

Distributors must clearly explain to their customers that they must cancel directly with us. The customer agrees to these provisions when accepting our terms and conditions during their purchase process. Any chargeback reported by a customer will be challenged by Unifii Corporation. It is imperative that all Affiliates inform new members of this policy.

8.3 Return of Sales Aids by Affiliates Upon Cancellation

Affiliates are not required to purchase sales aids. Any sales aid available for sale through the company on-line store has clearly stated return policies for each item. Any purchases through the on-line store abide by the policies of the on-line store.

8.4 Stop Payment Requests and Payment Reissue

If a Affiliate requests a stop payment of funds and or the reissue of payment, Unifii Corporation will assess a \$35 processing fee each time to cover bank charges and administration expenses.

SECTION 9: Dispute Resolution and Disciplinary Proceedings

9.1 Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Affiliates's Unifii Corporation business), may result, at Unifii Corporations' discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Affiliate to take immediate corrective measures;

- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Unifii Corporation may withhold from an Affiliate all or part of the Affiliate's bonuses and commissions during the period that Unifii Corporation is investigating any conduct allegedly violating the Agreement.
- If an Affiliate's business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Affiliate Agreement for one or more pay periods;
- Permanent or temporary loss of, or reduction in, the current and/or lifetime title of an Affiliate (which may subsequently be re-earned by the Affiliate);
- Transfer or removal of some or all of an Affiliate's downline Affiliates and customers from the offending Affiliate's downline organization.
- Involuntary termination of the offender's Affiliate Agreement;
- Suspension and/or termination of the offending Affiliate's Unifii Corporation website or website access;

Any other measure expressly allowed within any provision of the Agreement or which Unifii Corporation deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's policy violation or contractual breach;

In situations deemed appropriate by Unifii Corporation, the Company may institute legal proceedings for monetary and/or equitable relief. In criminal matters, Unifii Corporation will assist federal and state authorities in prosecution to the fullest extent of the law.

9.2 Grievances and Complaints

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

9.3 Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the Ottawa, Ontario, Canada and shall last no more than two business days.

9.4 Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The Parties waive all rights to trial by jury or to any court.

Arbitration shall be construed in accordance with the laws of England applicable therein and the parties hereto hereby agree to, and shall submit to the jurisdiction of the Courts of England. Both parties agree to resolve all unresolved conflicts under the agreement using Arbitration.

The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days;

The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

All arbitration proceedings shall be held in Ottawa, Ontario.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent Unifii Corporation from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction,

preliminary injunction, permanent injunction or other relief available to safeguard and protect its intellectual property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

SECTION 10: Payments

10.1 Restrictions on Third Party Use of Credit Cards & Checking Account Access

Affiliates shall not permit other Affiliates or Customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company. **Unifii Corporation will only make payment to account that are registered to the Affiliate in the name of the Affiliate.**

SECTION 11: Inactivity and Cancellation

11.1 Effect of Cancellation

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, Unifii Corporation shall pay commissions to such Affiliates in accordance with the Referral Bonus Plan. An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an Affiliate's non-renewal of his or her Affiliate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Affiliate Agreement (all of these methods are collectively referred to as "cancellation"), the former Affiliate shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization.

An affiliate whose business is cancelled will lose all rights as an Affiliate. This includes the right to sell Unifii Corporation products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Affiliate's former downline sales organization. In the event of cancellation, Affiliates agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

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

11.2 Cancellation Due to Inactivity

11.2.1 Failure to Meet PV Quota

If an Affiliate fails to either personally purchase a subscription (64 PV) or have at least 2 personally referred active customers for four (4) consecutive months, his or her Affiliate Agreement shall be canceled for inactivity.

11.3 Involuntary Cancellation

An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by Unifii Corporation in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary cancellation of his or her Affiliate Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Affiliate's last known address, email address, or fax number, or to his/her attorney, or when the Affiliate receives actual notice of cancellation, whichever occurs first. Unifii Corporation reserves the right to terminate all Affiliate Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

11.4 Voluntary Cancellation

As a customer or Affiliate you have the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, via Support Ticket or email to support@unifii.io. The written notice must include the customers or Affiliate's signature, printed name, address, and

I.D. Number. A phone call to support is not sufficient to cancel a membership, it must be in writing via hardcopy via mail delivery or electronic transmission to the company.

Voluntary cancellation will place your account in an inactive state for 7 days. After 7 days, the position will be removed from the placement and enrollment trees and all association with Unifii Corporation. If the Affiliate wishes to re-enroll, they must wait 4 months to enroll with a different enroller. Should they wish to re-enroll with their original enroller after the initial 7 days of inactivity, they may do so at any time but will not be able to regain their position and organization within Unifii Corporation.

11.5 Non-renewal

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

11.6 Exceptions to Activity Requirements

11.6.1 Maternity

A pregnant Affiliate shall be exempt from meeting her Personal Volume and Group Volume quotas for a period of four months following the birth of a child.

11.6.2 Military Deployment

Military personnel shall be exempt from meeting their Personal Volume and Group Volume quotas for the duration of the deployment and one full calendar month thereafter while deployed into a foreign country.

SECTION 12: Definitions

Active Customer: A Customer who purchases Unifii Corporation products and whose subscription has been paid for the current month.

Active Affiliate: An Affiliate who satisfies the minimum Personal Sales Volume requirements, as set forth in the Unifii Corporation Bonus Plan, to ensure that he or she is eligible to receive bonuses and commissions.

Active Title: The term "active Title" refers to the current rank of an Affiliate, as determined by the Unifii Corporation referral Bonus Plan, for any pay period. Also referred to as "paid as title". To be considered "active" relative to a particular title, an Affiliate must meet the criteria set forth in the Unifii Corporation Referral Bonus Plan for his or her respective title. *(See the definition of "Title" below.)*

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

Agreement: The contract between the Company and each Unifii Affiliate includes the Affiliate Application and Agreement, the Unifii Corporation Policies and Procedures, the Unifii Corporation Referral Bonus Plan, and the Business Entity Form (where appropriate), all in their current form and as amended by Unifii Corporation in its sole discretion. These documents are collectively referred to as the "Agreement."

Cancel: The termination of an Affiliate's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

Downline Leg: Each one of the individuals enrolled immediately underneath you and their respective marketing organizations represents one "leg" in your marketing organization.

Enrolled Member: A new member who enters their order information, selects a membership level and subscription package and pays for that order via our on-line portal. If a new member enters their information but does not pay for a product, then they are not enrolled nor are they a member.

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

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

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

Marketing Organization: Another term for “downline.”

Official Unifii Corporation Material: Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by Unifii Corporation to Affiliates.

Personal Production: Moving Unifii Corporation products or services to an end consumer for actual use.

Personal Volume: The commissionable value of services and products purchased by: (1) an Affiliate (2) all personally enrolled Customers or Affiliates.

Title: The “title” that an Affiliate holds pursuant to the Unifii Corporation referral Bonus Plan. “Title” refers to the highest title an affiliate has achieved in the Unifii Corporation Referral Bonus Plan at any time. “Paid As” title refers to the title at which an Affiliate is qualified to earn commissions and bonuses during the current pay period.

Recruit: For purposes of Unifii Corporation s’ Conflict of Interest Policy (Section 4.10), the term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Unifii Corporation Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Registered External Website: An Affiliates Unifii Corporation-approved personal website that is hosted on non-Unifii Corporation servers and has no official affiliation with Unifii Corporation.

Replicated Website: A website provided by Unifii Corporation to Affiliates which utilizes website templates developed by Unifii Corporation.

Customer: An individual who purchases Unifii Corporation products from an Affiliate but who is not a participant in the Unifii Corporation Referral Bonus Plan.

Member: Same as a Customer and is used interchangeably throughout this document.

Affiliate: A person or business entity that enrolls in Unifii Corporation and pays the annual fee. Affiliates have access to selected Unifii Corporations’ products and back office. They also participate in the Referral Bonus Plan.

Sales: Sales of subscription to customers or Affiliates.

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

Placement Tree: Tracks the Placement relationships within your organization.

Enrollment Tree: Tracks the Enrollment relationships within your organization.

Enroller/referrer: The Affiliate who signs you up as an Independent Unifii Affiliate.

Sponsor: An affiliate under whom an enroller/referrer places a new Affiliate, or Customer. The Sponsor and Enroller may be the same person or different people.

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

Click the box below to agree to these policies and procedures.