



NücleoGenex

The Genetic Power of Ü

POLICIES AND PROCEDURES

TABLE OF CONTENTS

- 1.0 INTRODUCTION 1**
 - 1.1 Mutual Commitment Statement 1
 - 1.2 Code of Ethics. 1
 - 1.3 The Affiliate Agreement 2
 - 1.4 Amendments to the Affiliate Agreement 2
- 2.0 BASIC PRINCIPLES 3**
 - 2.1 Becoming an Affiliate 3
 - 2.2 New Affiliate Enrollment. 3
- 3.0 NÜCLEOGENEX AFFILIATE RESPONSIBILITIES 4**
 - 3.1 Correct Address 4
 - 3.2 Training and Leadership. 4
 - 3.3 Sponsorship 5
 - 3.4 Unethical Sponsoring 5
 - 3.5 Cross Sponsoring Prohibition 6
 - 3.6 Solicitation for Other Companies or Products. 6
- 4.0 AGREEMENTS & GENERAL UNDERSTANDINGS 6**
 - 4.1 Rights Granted 6
 - 4.2 Account Renewals and Termination Due to Nonpayment of the Annual Membership Renewal Fee. 7
 - 4.3 Effect of Termination 7
 - 4.4 Modifying an Affiliate’s Account.. . . . 7
 - 4.5 Unauthorized Re-Enrollment 8
 - 4.6 Placement and Sponsor Changes for Affiliates 8
 - 4.7 Placement Tool 9
 - 4.8 Voluntary Termination 9
 - 4.9 Involuntary Termination 10

5.0 BUSINESS ENTITIES 10

5.1 Definition 10

5.2 Independent Business Relationship; Indemnification for Actions 10

5.3 Insurance 11

6.0 POLICY VIOLATIONS 12

6.1 Reporting Policy Violation 12

6.2 Adherence to the NücleoGenex Compensation Plan 12

6.3 Adherence to Laws and Ordinances 12

6.4 Compliance with Applicable Tax Laws 13

6.5 One NücleoGenex Account Per Affiliate 13

6.6 Actions of Household Members or Affiliated Parties 13

6.7 Identification Numbers and Pay-Out 14

6.8 Sale, Assignment, or Transfer of Ownership 14

6.9 Separating a NücleoGenex Business 15

6.10 Succession 15

7.0 DISCIPLINARY ACTIONS 16

7.1 Imposition of Disciplinary Action - Purpose 16

7.2 Consequences and Remedies of Breach. 16

7.3 Suspension Procedures 17

8.0 DISPUTE RESOLUTION 18

8.1 Grievances Against Another Affiliate 18

8.2 Mediating Disputes Between an Affiliate and NücleoGenex 19

8.3 Severability 20

8.4 Waiver. 20

8.5 Governing Law 20

8.6 Class Action Waiver. 20

9.0 PAYMENT OF COMMISIONS & BONUSES 21

9.1 Bonus and Commission Qualifications 21

9.2 Computation of Commissions and Discrepancies 21

9.3 Adjustments to Bonuses and Commissions for Returned Products or Affiliate Memberships 21

10.0 ORDERING PRODUCT 22

10.1 General Product Ordering Policies 22

10.2 Sales to Customers 23

10.3 Insufficient Funds 23

10.4 Credit Card Purchases. 24

10.5 Sales Tax Obligation 24

10.6 Refund Policy 24

10.7 Return Process 26

11.0 NÜCLEOGENEX OPPORTUNITY 26

11.1 Presentation of Compensation Plan 26

11.2 Sales Requirements Are Governed by the Compensation Plan 27

12.0 PROPRIETARY INFORMATION & TRADE SECRETS 27

12.1 Reports 27

12.2 Obligation of Confidentiality 28

12.3 Breach and Remedies. 28

12.4 Return of Materials 28

13.0 PRIVACY POLICY 28

13.1 Introduction 28

13.2 Expectation of Privacy. 29

13.3 Employee Access to Information. 29

13.4 Restrictions on the Disclosure of Account Information 29

14.0 PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF NÜCLEOGENEX NAME AND TRADEMARKS29

14.1 Inspection, Product Care, and Quality Controls29

14.2 Labeling, Packaging, and Displaying Products30

14.3 Use of Company Names and Protected Materials30

14.4 Faxes and E-mail - Limitations32

14.5 Internet and Third-Party Website Restrictions33

14.6 Advertising and Promotional Materials35

14.7 Testimonial Permission35

14.8 Telemarketing - Limitations36

15.0 INTERNATIONAL MARKETING37

15.1 International Marketing Policy37

16.0 SUBSCRIBE & SAVE (a.k.a. AUTO SHIP) CANCELLATION . . .37

17.0 SHIPPING POLICY38

17.1 Shipment Processing Time and Rates38

17.2 Damages.38

18.0 GLOSSARY OF TERMS39

1.1 Mutual Commitment Statement

- A To develop a long-term and mutually rewarding relationship with its Affiliates and Customers, UClue, Inc. dba NücleoGenex (hereinafter referred to as “NücleoGenex” and “Company”) is committed to:
- i. Providing prompt, professional, and courteous service to its Affiliates and Customers;
 - ii. Providing the highest quality of products, at fair and reasonable prices;
 - iii. Exchanging or refunding the purchase price of any product, service, or membership as provided in NücleoGenex’s return policies;
 - iv. Delivering orders promptly and accurately;
 - v. Paying accurate and timely commissions;
 - vi. Offering a mutually beneficial Compensation Plan; and
 - vii. Supporting, protecting, and defending the integrity of the NücleoGenex business opportunity;
- B In return, NücleoGenex expects that its Affiliates will:
- i. Conduct themselves in a professional, honest, and considerate manner;
 - ii. Present NücleoGenex corporate and NücleoGenex product information in an accurate and professional manner;
 - iii. Present the NücleoGenex Compensation Plan and NücleoGenex return and exchange policies in a complete and accurate manner;
 - iv. Not make exaggerated and unsubstantiated income or product claims;
 - v. Make reasonable effort(s) to support and train other Affiliates and Customers in their Downline;
 - vi. Not engage in crossline Recruiting, unhealthy competition, or unethical business practices;
 - vii. Provide positive guidance and training to Affiliates and Customers in their Downline while exercising caution to avoid interference with other Downline Organizations. As such, an Affiliate is discouraged from providing crossline training to other Affiliates or Customers in a different Organization without first obtaining the consent of the Affiliate’s or Customer’s Upline leader;
 - viii. Support, protect, and defend the integrity of the NücleoGenex business opportunity.

1.2 Code of Ethics

- A NücleoGenex desires to provide its independent Affiliates with the best products and Compensation Plan in the industry. Accordingly, NücleoGenex values constructive criticism and encourages the submission of written comments addressed to the NücleoGenex Compliance Department.
- B Affiliates shall not make negative or disparaging comments about Affiliates, NücleoGenex, its products, services, the Compensation Plan, or NücleoGenex’s directors, officers, employees, product suppliers, or agents. Affiliates should also refrain from making any statements that unreasonably offend, mislead, or coerce others. Such conduct represents a material breach of these Policies and Procedures and may result in suspension or termination of the offending Affiliate’s Account.

C NücleoGenex endorses the following code of ethics:

- i. Affiliates must show fairness, tolerance, and respect to all people associated with NücleoGenex, regardless of race, gender, social class, or religion, thereby fostering a “positive atmosphere” of teamwork, good morale, and community spirit.
- ii. Affiliates shall strive to resolve business disputes, including conflicts or disagreements with Upline and/or Downline Affiliates with tact, sensitivity, and goodwill.
- iii. Affiliates must be honest, responsible, professional, and conduct themselves with integrity.

D NücleoGenex may take appropriate action against an Affiliate if it determines, in its sole discretion, that an Affiliate’s conduct is detrimental, disruptive, or injurious to NücleoGenex or to other Affiliates.

1.3 The Affiliate Agreement

- A Throughout these Policies & Procedures, when the terms “Affiliate Agreement” or “Agreement” are used, it collectively refers to the most current version of the following along with any addendums or exhibits thereto: (i) NücleoGenex Policies and Procedures; and (ii) NücleoGenex Compensation Plan. The current NücleoGenex Compensation Plan is attached hereto as Addendum 1 and is incorporated herein by reference for all purposes.
- B It is the responsibility of the Sponsoring Affiliate to provide the most current version of these Policies and Procedures (available on NücleoGenex’s website www.mynucleogenex.com), the Income Disclosure Statement, the NücleoGenex Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their Downline Affiliates. The Income Disclosure Statement is attached as Addendum 2 and is incorporated by reference for all purposes.
- C NücleoGenex is a direct-sales-based networking company that markets products and services through a network of independent business owners. To clearly define the relationship that exists between Affiliates and NücleoGenex, and to explicitly set a standard for acceptable business conduct, NücleoGenex has established these Policies and Procedures and expects all Affiliates to comply with the Affiliate Agreement and applicable laws in conducting his/her NücleoGenex business.

1.4 Amendments to the Affiliate Agreement

- A Because Federal, state, and local laws, as well as the business environment, periodically change, NücleoGenex reserves the right to amend the Affiliate Agreement at any time. Notification of any such amendments shall appear in official NücleoGenex materials, NücleoGenex’s website, social media outlets, and/or Affiliate’s back office.
- B Any amendment to the Agreement shall be effective thirty (30) days following notice by one of the following methods:
- i. Posting on the official NücleoGenex website;

- ii. Electronic mail (email); or
 - iii. Any NücleoGenex communication channels or social media outlets (i.e., Facebook, Instagram, Twitter, and/or NücleoGenex App).
- C Amendments to the Affiliate Agreement shall not apply retroactively.

2.0 **BASIC PRINCIPLES**

2.1 **Becoming an Affiliate**

- A To become an Affiliate, an applicant must:
- i. Be of the age of majority (not a minor) in his or her state of residence;
 - ii. Reside or have a valid address in the United States or U.S. territory or other country in which NücleoGenex is licensed to operate;
 - iii. Have a valid taxpayer identification number (i.e., Social Security Number or Federal Tax-ID (EIN));
 - iv. Enter a verified mobile phone number, which is not in use or associated with any other NücleoGenex Account. This will be verified through a verification code sent to the applicant's mobile phone number; and
 - v. Acknowledge and accept all requirements associated with NücleoGenex participation as an Affiliate as set forth in the Affiliate Agreement and all applicable laws and regulations.
 - vi. Acknowledge and agree to all communications sent by NücleoGenex, (including but not limited to emails, texts, broadcasts, letters, etc.) with the choice to "opt-out" of these communications.

2.2 **New Affiliate Enrollment**

- A A potential new Affiliate may self-enroll on any Affiliate/Sponsor's website, subject to acceptance by NücleoGenex of the applicant's online enrollment confirming the applicant has agreed to all terms and conditions of the Affiliate Agreement.
- B Electronically submitted and/or signed documents, including, but not limited to, online submissions, automated credit card processing authorization documents, and the Affiliate Agreement are legally binding contracts which must not be altered, tampered with, or changed in any manner after they have been signed and/or submitted. False or misleading information, forged signatures, or alterations to any document, including business registration forms, may lead to sanctions, up to and including involuntary termination of the offending Affiliate's Account.
- C An applicant enrolling as an Affiliate must identify a Sponsor in the initial online enrollment process. If the applicant later enrolls and identifies a different Sponsor, NücleoGenex will not accept the later enrollment. NücleoGenex reserves the right, at its sole discretion, to make the final decision with respect to any disputes regarding Affiliate enrollments, Sponsors, and Placements.

3.0

NÜCLEOGENEX AFFILIATE RESPONSIBILITIES

3.1 Correct Address

- A It is the responsibility of the Affiliate or Customer to make sure NücleoGenex has the correct shipping address before any orders are shipped.
- B An Affiliate and/or Customer will need to allow up to seventy-two (72) hours for processing after a notice of address change has been received by NücleoGenex's Support Team.

3.2 Training and Leadership

- A Any Affiliate who Sponsors another Affiliate into NücleoGenex must assist and train his or her Downline to ensure they are properly operating their NücleoGenex business. Sponsoring Affiliates should have ongoing contact and communication with the Affiliates in their Downline Organizations.
- B A Sponsoring Affiliate should monitor the Affiliates in his or her Downline Organization to ensure that Affiliates do not make improper or unsubstantiated product or business claims or engage in any illegal or inappropriate conduct. Upon request, an Affiliate should be able to provide documented evidence to NücleoGenex of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- C Upline Affiliates are encouraged to educate and train new Affiliates about NücleoGenex's products and services, effective sales techniques, the NücleoGenex Compensation Plan, compliance with these Policies and Procedures, and any and all social media guidelines or any other guidelines issued by NücleoGenex. Marketing product is a required activity in NücleoGenex and must be emphasized in all Recruiting presentations.
- D NücleoGenex emphasizes and encourages all Affiliates to sell NücleoGenex products and services to Customers.
- E To promote NücleoGenex's products and opportunity, Affiliates should use the sales aids and support materials provided by NücleoGenex. To ensure compliance with applicable laws and regulations, any sales aids or support materials (including written sales aids, promotional materials, advertisements, websites, flyers, or other literature) which are not provided by NücleoGenex must be submitted via email to the Compliance Department for approval prior to use at compliance@nucleogenex.com. **Unless the Affiliate receives specific written approval to use the material, the request shall be deemed denied.** All Affiliates shall safeguard and promote the good reputation of NücleoGenex and its products. The marketing and promotion of NücleoGenex, the Compensation Plan, and NücleoGenex products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

3.3 Sponsorship

- A The Sponsor is the person who introduces an Affiliate or Customer to NücleoGenex, helps them complete their enrollment, and supports and trains those in their Downline Organization.
- B NücleoGenex recognizes the Sponsor as the name shown on an applicant's first enrollment submission to become an Affiliate.
- C An applicant may not enroll with NücleoGenex as an Affiliate without personally accepting and agreeing to the terms and conditions of the Affiliate Agreement.
- D NücleoGenex recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but NücleoGenex will not allow Affiliates to engage in unethical Sponsoring activities.
- E All Active Affiliates in good standing have the right to Sponsor and enroll others into NücleoGenex. While engaged in Sponsoring activities, it is not uncommon to encounter situations where more than one Affiliate has approached the same prospect. In this scenario, the new prospect should be Sponsored by the first Affiliate who presented a comprehensive introduction to NücleoGenex products or business opportunity.
- F In the event of a dispute regarding Sponsorship, NücleoGenex reserves the right to designate a prospective Affiliate's Sponsor and all such determinations are final.

3.4 Unethical Sponsoring

- A Unethical Sponsoring activities include, but are not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect or new Affiliate away from a fellow Affiliate or influencing another Affiliate to transfer to a different Sponsor.
- B Allegations of unethical Sponsoring must be reported in writing to the NücleoGenex Compliance Department within the first thirty (30) days of the new Affiliate's enrollment. If reports of unethical Sponsoring are substantiated, NücleoGenex may transfer the Affiliate or the Affiliate's Downline to another Sponsor or Organization without approval from the current Upline Sponsor. NücleoGenex remains the final authority in such cases.
- C NücleoGenex prohibits Stacking. Stacking is an unethical, punishable offense which may result in immediate termination of the Accounts of all Affiliates, individuals, and/or entities found to be involved.
- D Any Affiliate who solicits or entices members of another direct sales company to sell or distribute NücleoGenex products and services bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Affiliate alleging that they engaged in inappropriate Recruiting of another company's sales force or customers, NücleoGenex will not pay any of the Affiliate's defense costs or legal fees, nor will NücleoGenex indemnify the Affiliate for any judgment, award, or settlement.

3.5 Cross Sponsoring Prohibition

- A Actual or attempted Cross Sponsoring is strictly prohibited and may result in termination of the offending Affiliate's Account.
- B Enrollment through use of a Spouse or relative's name, trade name, assumed name, Business Entity, or fictitious identification of any kind to evade or circumvent this Cross Sponsoring policy is strictly prohibited.

3.6 Solicitation for Other Companies or Products

- A During the term of this Agreement and for six (6) months, thereafter, an Affiliate may not Recruit any fellow Affiliate or Customer for any other direct sales or network marketing business, unless that fellow Affiliate or Customer was personally Sponsored by the Recruiting Affiliate.
- B During the term of the Affiliate Agreement, an Affiliate must not sell, Recruit, or entice others to sell, any Competing Products to NücleoGenex Customers or Affiliates.
- C An Affiliate may not display or bundle NücleoGenex products or services with any non-NücleoGenex opportunity, product, or service in any sales or marketing materials or meetings, online or otherwise, to avoid confusing or misleading a prospective Customer or Affiliate into believing there is a relationship between the NücleoGenex and non-NücleoGenex products and services
- D An Affiliate may not offer any non-NücleoGenex opportunity, product, or service, educational or otherwise, at any NücleoGenex-related meeting, live or virtual, event, seminar, or convention that other Affiliates or Customers are known to be attending, or immediately following any such event.
- E Medical practitioners who enroll as Affiliates may be permitted to advertise NücleoGenex products and services on the same social media platform as their medical practice with expressed written approval from the Compliance Department. A request must be made in writing to compliance@nucleogenex.com along with a copy of current medical licensure.

4.0 AGREEMENTS & GENERAL UNDERSTANDINGS

4.1 Rights Granted

- A NücleoGenex hereby grants to the Affiliate a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
 - i. Purchase NücleoGenex products and services;
 - ii. Promote and sell NücleoGenex products and services; and
 - iii. Sponsor new Affiliates and Customers in countries where NücleoGenex is currently authorized to do business or becomes authorized to do business in the future.

4.2 Account Renewals and Termination Due to Nonpayment of the Annual Membership Renewal Fee.

- A An Affiliate must pay a membership fee upon enrolling with NücleoGenex and a membership renewal fee on an annual basis thereafter. If an Affiliate fails to pay the annual membership renewal fee within sixty (60) days of when it is due, the Affiliate's Account will be downgraded to CUSTOMER and as a Customer, they'll lose any and all rights to participate in the compensation plan and any commissions and/or bonuses associated therewith. Upon downgrade of the Account, the Downline will roll up to the immediate, active Upline Affiliate, and Sponsor change will occur. After the downgrade occurs, the Customer is eligible to upgrade under their Account under the same Sponsor and will be placed in the holding tank, to be placed in a new position in the tree. The Affiliate shall not be able to re-enroll with NücleoGenex as an Affiliate under a different Sponsor for six (6) months following the downgrade of the Account.
- B If an Affiliate pays the membership renewal fee after it is due but within the sixty (60) day grace period set forth in section 4.2(a), the Affiliate will resume the rank and position held immediately prior to the membership renewal fee due date. However, such Affiliate's "paid as" level will not be restored unless that Affiliate qualifies at that level in the new month. The Affiliate is not eligible to receive commissions or bonuses for any part of the sixty (60) day grace period in which the annual membership renewal fee remains unpaid.

4.3 Effect of Termination

- A Following the voluntary or involuntary termination of an Affiliate's Account, the Affiliate:
 - i. Shall have no right, title, claim, or interest to any commission or bonus, from the sales generated by the Affiliate's former Organization or any other payments associated with the Affiliate's terminated Account;
 - ii. Effectively waives any and all claims to property rights or any interest in or to the Affiliate's former Downline Organization and Account; and
 - iii. Shall receive commissions and bonuses only for the last full pay period in which the Affiliate was active prior to termination, less any amounts which are: (1) withheld during an investigation prior to involuntary termination, and/or (2) otherwise due and owing to NücleoGenex.
 - iv. After a voluntary or involuntary termination of an Account, the Downline of the Account will roll up to the next Active Upline Affiliate, and Sponsor change will occur at the beginning of the following month.
 - v. Upon termination or dormancy due to inactivity for one (1) year or more, the Affiliate forfeits all funds in its commissions and/or Pay-Out Accounts and authorizes NücleoGenex to seize the funds and close the Accounts.

4.4 Modifying an Affiliate's Account.

- A An Affiliate may modify his or her existing NücleoGenex Account to add a Spouse or partner to the Account or change the form of ownership from an individual to a Business Entity by submitting a written request to NücleoGenex's Support Department and returning any documentation

requested by NücleoGenex's Support Department to make such modification.

4.5 Unauthorized Re-Enrollment

- A In the event an Affiliate discovers that an Affiliate they personally enrolled in their Downline Organization has re-enrolled under a different Affiliate, the Affiliate has ninety (90) days from the date of re-enrollment to notify the NücleoGenex Compliance Department and request the Downline Affiliate be transferred back to his/her Downline Organization. Upon the expiration of the ninety (90) day notice period, the right to re-claim a new Affiliate to his or her Downline Organization will be waived.

4.6 Placement and Sponsor Changes for Affiliates

- A Placement changes for new personally Enrolled Affiliates can be made only once on the Unilevel Tree. Once a change has been made, it cannot be undone, amended, or changed.
 - i. Placement changes to the UNILEVEL TREE can be made within fourteen (14) days from the date a person becomes an Affiliate for the first time. This rule includes anyone upgrading their account from Customer status to Affiliate status. The placement change can be made by the enroller via their back office using the Unilevel Placement Tool.
- B Sponsor changes are generally not permitted. However, Sponsor corrections can be made if they are reported to NücleoGenex's Support Department within seventy-two (72) hours from the time a first order is placed in connection with the requesting Affiliate's Account. Sponsor corrections must be requested from the back office of the current (original) Sponsor, stating the reason that the correction needs to be made.
- C NücleoGenex reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary in its sole discretion.
- D At the discretion of NücleoGenex, Affiliates who have not ordered NücleoGenex products or services for at least six (6) months, and whose Affiliate Account has not been terminated, may be converted from an Affiliate to a Customer. Upon downgrade of the Account, the Downline will roll up to the immediate, active Upline Affiliate, and Sponsor change will occur. As a Customer, they will lose any and rights to participate in the compensation plan and any commission and/or bonuses associated therewith. Upon expiration of this six (6) month period of inactivity, the Customer is eligible to re-enroll as an Affiliate under the Sponsor of his/her choice upon payment of the annual Membership Fee. All DNA testing associated with the original account will not be available.
- E If re-enrollment is approved, NücleoGenex will close the Customer Account, the original NücleoGenex Account. A re-enrolled Affiliate will be issued a new NücleoGenex ID number and must pay for the NücleoGenex membership fee. The re-enrolled Affiliate will not be entitled to keep any former rank, Downline, or rights to commissions from any prior Downline Organization or Account. NücleoGenex reserves the right to approve or deny any request to re-enroll as

an Affiliate.

- F If an Account is downgraded to a Customer level and is not outside the six (6) month period of inactivity, or in the sixty (60) day grace period to pay the annual membership fee, the Customer is eligible to upgrade their account under the same Sponsor and will be placed in the holding tank, to be placed in the tree. Upon downgrade of the Account, the Downline will roll up to the immediate, active Upline Affiliate, and Sponsor change will occur.

4.7 Placement Tool

- A When a Sponsor personally enrolls Affiliates, they are automatically placed in the Sponsor's first-level Downline Organization.
- B Sponsors have up to fourteen (14) days to place a new Affiliate into an open position in their Unilevel Tree. Upon expiration of fourteen (14) days, this option expires indefinitely. Once an Affiliate has been placed, they cannot be moved again.
- C Placement corrections must be requested within forty-eight (48) hours of a Sponsor utilizing the Placement Tool. Any such corrections require written permission from the NücleoGenex Support Department and, must be submitted from the registered email shown in the back office of the Sponsor as well as the Affiliate to be moved.
- D NücleoGenex reserves the right to correct Placement errors at any time and in whatever manner it deems necessary.

4.8 Voluntary Termination

- A An Affiliate may immediately terminate his or her Account and NücleoGenex business associated therewith by submitting a written notice via email to the NücleoGenex Compliance Department at compliance@nucleogenex.com. The written notice must include the following:
 - i. Statement of the Affiliate's intent to terminate the Account;
 - ii. Date of termination;
 - iii. Affiliate's NücleoGenex User ID;
 - iv. Reason(s) for terminating the Account; and
 - v. Affiliate's signature.
- B An Affiliate may not use voluntary Account termination as a way to immediately change Sponsor or Placement. An Affiliate who has voluntarily terminated an Account is not eligible to re-enroll with NücleoGenex or have any financial interest in a or any NücleoGenex business for six (6) months from NücleoGenex's receipt of the written notice of termination. No partial reimbursement for the membership fee will be issued. A terminated Affiliate who promotes NücleoGenex products or services during this six (6) month waiting period by using another Affiliate's or Customer's referral code is in violation of this provision and shall not be permitted to re-enroll until six (6) months following any such offending conduct has ceased.

4.9 Involuntary Termination

- A NücleoGenex reserves the right to terminate an Affiliate's Account for, but not limited to, the following reasons:
 - i. Violation of any provision of the Affiliate Agreement;
 - ii. Violation of any applicable law, ordinance, or regulation related to the Affiliate's NücleoGenex business;
 - iii. Engaging in unethical business practices or violating standards of fair dealing; or
 - iv. Returning over \$500 worth of NücleoGenex product, services, and/or sales tools for a refund within a twelve (12) month period.
- B NücleoGenex will notify the Affiliate in writing via email and certified mail, return receipt requested or overnight documented mail, at the Affiliate's last known address, of NücleoGenex's intent to terminate the Affiliate's Account and the reasons for termination. The involuntary termination will be effective date as of the written notice.
- C A former Affiliate shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any NücleoGenex products or services. NücleoGenex will notify the active Upline Sponsor within ten (10) days after termination. The Downline Organization of the terminated Affiliate will "roll up" to the active Upline Sponsor on record.
- D An Affiliate who is involuntarily terminated by NücleoGenex may not re-enroll as an Affiliate, either under his or her present name or any other name or Business Entity, without the express written consent of an officer of NücleoGenex, following a review by the NücleoGenex Compliance Committee. If such consent is granted, the Affiliate may not re-enroll as an Affiliate for twelve (12) months following the date of termination.

5.0 BUSINESS ENTITIES

5.1 Definition

- A A corporation, partnership, limited liability company, or trust (collectively, a "Business Entity") may enroll as an Affiliate.
- B An Affiliate may change their status under the same Sponsor from an individual to a Business Entity in accordance with these Policies.

5.2 Independent Business Relationship; Indemnification for Actions

- A Affiliates are independent contractors acting in the capacity of a wholly independent marketing representative who establishes and services retail Customers for NücleoGenex products. The Affiliate Agreement is not intended and shall not be construed to create a relationship of employer-employee,

agency, partnership, or joint venture between Affiliates and any other participant in NücleoGenex.

- B Affiliates have no authority to bind NücleoGenex to any obligation. It is each Affiliate's responsibility to pay all income, local or applicable taxes as an independent contractor, and Affiliates are not eligible for employee benefits, such as unemployment compensation, worker's compensation, or minimum wages. NücleoGenex encourages its Affiliates to set their own hours and to supply all of their own equipment and tools for operating their NücleoGenex business, such as telephones, transportation, professional services, office equipment, and supplies. Further, Affiliates should determine their own methods of sale, so long as they comply with the Policies of NücleoGenex. Without limiting the generality of the foregoing, Affiliates shall be fully responsible for:
 - i. All applicable federal, state, and local tax withholding, worker's compensation contributions, license requirements, and fees related to the Affiliate's earnings and activities as an Affiliate; and
 - ii. All expenses incurred in connection with the operation of the Affiliate's NücleoGenex -related business, including but not limited to travel, meals, accommodation, secretarial, office, telephone, and other business expenses.
- C An Affiliate is fully responsible for all of his or her verbal and written communications made regarding NücleoGenex products, services, and the Compensation Plan that are not expressly contained within official NücleoGenex materials.
- D Affiliates shall indemnify and hold harmless NücleoGenex, its directors, officers, employees, product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, attorney's fees, and court costs incurred by NücleoGenex as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Affiliate Agreement and a NücleoGenex Account.

5.3 Insurance

- A NücleoGenex encourages Affiliates to obtain insurance coverage for their NücleoGenex business. A homeowner's insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. Affiliates should contact their insurance agent to make certain their business property is protected. In many instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

6.0

POLICY VIOLATIONS

6.1 Reporting Policy Violation

- A An Affiliate who observes a violation of these Policies and Procedures by another Affiliate or Customer should submit any such violation(s) to the NücleoGenex Compliance Department via email to compliance@nucleogenex.com. The email should include:
 - i. The nature of the violation(s);
 - ii. Specific facts to support the allegations;
 - iii. Dates;
 - iv. Number of occurrences;
 - v. Persons involved; and
 - vi. Supporting documentation.
- B The Compliance Department will investigate the reported violation(s) and NücleoGenex will take appropriate action if warranted.

6.2 Adherence to the NücleoGenex Compensation Plan

- A An Affiliate must adhere to the terms of the NücleoGenex Compensation Plan.
- B An Affiliate shall not offer the NücleoGenex business opportunity through or in combination with, any other system, program, or method of marketing other than that specifically set forth in Official NücleoGenex Literature.
- C An Affiliate shall not require or encourage a current or prospective Affiliate to participate in NücleoGenex in any manner that varies from the Compensation Plan as set forth in Official NücleoGenex Literature.
- D An Affiliate shall not require or encourage a current or prospective Affiliate to make a purchase from or payment to any individual or other entity as a condition of participating in the NücleoGenex Compensation Plan.
- E The Compensation Plan is subject to change at any time. When that happens, NücleoGenex will post notifications via webinars, e-mail, SMS, and/or back office. A current Compensation Plan is always available on the NücleoGenex resources page www.mynucleogenex.com. It is the Affiliate's responsibility to check on these channels to be aware of any changes.

6.3 Adherence to Laws and Ordinances

- A Many cities, counties, and townships have laws regulating certain home-based businesses. Affiliates and Customers shall comply with all federal, state, and local laws, ordinances, and regulations in conducting his or her NücleoGenex business.
- B An Affiliate understands and agrees that he/she/it is solely responsible for any and all fines and liabilities incurred as a result of the Affiliate's or Customer's violation(s) of applicable laws, regulations, and/or ordinances.

6.4 Compliance with Applicable Tax Laws

- A An Affiliate accepts sole responsibility for and agrees to pay all federal, state, provincial, and local taxes on any income generated as an Affiliate, and further agrees to indemnify NücleoGenex from any failure to pay any such taxes when due. NücleoGenex encourages Affiliates to consult with his/her/its tax advisor(s) to ensure they are compliant with all applicable laws and understand the tax consequences of a NücleoGenex business.
- B If an Affiliate's business is tax-exempt, the Federal Tax-ID (EIN) must be provided to NücleoGenex in writing along with any additional documentation requested reflecting such status.
- C NücleoGenex is required to charge and remit sales tax to the various states or provinces based on the retail price, including receipt of trips, prizes, or awards in the amount of \$600.00 or more.

6.5 One NücleoGenex Account Per Affiliate

- A An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) NücleoGenex Account and business associated therewith. No individual (together with their Spouse) may have, operate, or receive compensation from more than one NücleoGenex Account and business associated therewith. Individuals of the same Family Unit, excluding Spouses, may each enter into or have an interest in their own separate NücleoGenex Account, only if each subsequent family position is placed frontline to the first family member enrolled. Each position must build their position separate and independent of the other or the position will be deemed to be Stacking.

6.6 Actions of Household Members or Affiliated Parties

- A 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 Affiliate Agreement, such activity will be deemed a violation by the Affiliate and NücleoGenex may take disciplinary action pursuant to these Policies and Procedures against the Affiliate. Similarly, if any individual associated in any way with a Business Entity violates the Affiliate Agreement, such action(s) will be deemed a violation by the Business Entity, and NücleoGenex may take disciplinary action against the Business Entity. Likewise, if an Affiliate is a Business Entity, any owner, member, officer, and/or affiliate of that Business Entity shall be personally and individually bound to and must comply with, the Affiliate Agreement.

6.7 Identification Numbers and Pay-Out

- A Each Affiliate is required to provide a Social Security Number or Federal Tax-ID (EIN) if located in the United States or any of its territories to NücleoGenex at the time Affiliate initiates a transfer of funds or earnings accumulated in the Affiliate's Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a "Pay-Out" and NücleoGenex reserves the right to withhold Pay-Out from any Affiliate who fails to provide a valid Social Security Number or Federal Tax-ID (EIN) or who provides false information.
- B Upon enrollment, NücleoGenex will provide a NücleoGenex User ID to the Affiliate. This number will be used to place orders, structure Organizations, and track commissions and bonuses.

6.8 Sale, Assignment, or Transfer of Ownership

- A In order to preserve the integrity of the hierarchical structure, it is necessary for NücleoGenex to place restrictions on the transfer, assignment, or sale of an Affiliate's NücleoGenex Account and business associated therewith.
- B An Affiliate may not sell, assign, or transfer his or her rights or delegate his or her Account or position as an Affiliate without NücleoGenex's prior written approval, which will not be unreasonably withheld. All parties involved in any transaction described in this Section 6.8 must be in good standing with NücleoGenex to be eligible for any proposed sale, assignment, or transfer. Any attempted sale, assignment, or transfer without NücleoGenex's approval may be voided at the discretion of NücleoGenex.
- C Any approved buyer/assignee/transferee shall assume the position of the Affiliate at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the Affiliate's Downline Organization.
- D To request the sale, transfer, or assignment of a NücleoGenex position, an Affiliate must request a Transfer of Account Request Form from NücleoGenex's Support Department and submit the following items to the NücleoGenex Compliance Department:
 - i. a fully executed, dated, and properly completed NücleoGenex Transfer of Account Request Form;
 - ii. a fully executed, dated, and notarized agreement between the Affiliate and the proposed buyer/transferee/assignee; and
 - iii. any additional supporting documentation requested by NücleoGenex.
- E Any debt obligations that any party involved in the proposed transaction may have with NücleoGenex must be satisfied in full prior to the approval of any sale, transfer, or assignment.
- F An Affiliate who sells, transfers, or assigns his/her/its NücleoGenex Account is not eligible to re-enroll as a NücleoGenex Affiliate for six (6) full calendar months following the date of the sale, transfer, or assignment except as otherwise expressly permitted by these Policies and Procedures.

6.9 Separating a NücleoGenex Business

- A Pending a divorce or dissolution of a Business Entity, the parties must adopt one of the following methods of operation:
 - i. One of the parties may, with the written consent of the other(s), operate the NücleoGenex business whereby the relinquishing Spouse, shareholder, partner, member, or trustee ("Relinquishing Party") authorizes NücleoGenex to deal directly and solely with the non-Relinquishing Party.
 - ii. The parties may continue to operate the NücleoGenex business jointly on a "business as usual" basis. All compensation paid by NücleoGenex will be to the individual(s) or Business Entity named as the Affiliate on the Account and the Affiliate shall indemnify NücleoGenex from any and all claims of any other party with respect to the NücleoGenex business and Account and any payment(s) made in connection therewith.
- B NücleoGenex recognizes only one Downline Organization and will issue only one commission payment transfer per NücleoGenex Account per commission cycle. Under no circumstances will the Downline Organization be divided, nor will NücleoGenex split commissions and/or bonuses.
- C If a Relinquishing Party has completely relinquished, in writing, all rights to the original NücleoGenex business and Account, the Relinquishing Party may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Affiliate or active Customer in the former Organization, and must develop a new business in the same manner as any other new NücleoGenex Affiliate. An Affiliate in the Relinquishing Party's former Downline Organization who wishes to transfer to the Relinquishing Party's new Organization or to any other Organization must comply with the requirements in Section 4.0.

6.10 Succession

- A The Affiliate Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- B Upon the death or incapacity of an Affiliate, the Affiliate's Account and business associated therewith may be passed on to his or her legal successors in interest ("Successor"). Whenever a NücleoGenex business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Affiliate's sales Organization. The Successor must:
 - i. Accept and agree to all terms of the Affiliate Agreement;
 - ii. Comply with the terms and provisions of the Affiliate Agreement; and
 - iii. Meet all of the qualifications for the last rank achieved by the former Affiliate.
- C Any bonuses and/or commissions transferred pursuant to this section will be paid in a single transfer to the Successor. The Successor must provide NücleoGenex with an "address of record" to which all bonuses and commission payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.

- D If a NücleoGenex business is bequeathed to joint devisees, they must form a Business Entity and acquire a Federal Tax ID (EIN). NücleoGenex will issue all bonus and commission payments to the managing Business Entity only.
- E Appropriate legal documentation must be submitted to the NücleoGenex Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a NücleoGenex business, the Successor must provide the following to the NücleoGenex Compliance Department:
 - i. A certified copy of the death certificate; and
 - ii. A notarized copy of the will or other appropriate legal documentation establishing the successors' right to the NücleoGenex business.
- F To complete a transfer of the NücleoGenex business because of incapacity, the Successor must provide the following to the NücleoGenex Compliance Department:
 - i. A notarized copy of an appointment as trustee;
 - ii. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the NücleoGenex business; and
 - iii. The Affiliate Agreement accepted and agreed to by the trustee in writing.
- G If the Successor is already an existing Affiliate, NücleoGenex will allow such Affiliate to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Affiliate must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.
- H If the Successor wishes to terminate the NücleoGenex position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- I Upon written request, NücleoGenex may grant a one (1) month bereavement waiver and payout at the last "paid as" rank.

7.0

DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action - Purpose

- A NücleoGenex reserves the right to impose disciplinary sanctions at any time when it has determined that an Affiliate has violated the Affiliate Agreement, as may be amended from time to time by NücleoGenex in accordance herewith.

7.2 Consequences and Remedies of Breach

- A Disciplinary actions may include one or more of the following:
 - i. Monitoring an Affiliate's conduct over a specified period of time to assure compliance;

- ii. Issuance of a written warning or requiring the Affiliate to take immediate corrective action;
- iii. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until NücleoGenex receives adequate additional assurances from the Affiliate to ensure future compliance;
- iv. Suspension from participation in NücleoGenex or Affiliate events, rewards, or recognition;
- v. Suspension of the Affiliate's Account and position for one or more pay periods;
- vi. Involuntary termination of the Affiliate's Account and position;
- vii. Any other measure which NücleoGenex deems feasible and appropriate to justly resolve injuries caused by the Affiliate's violation(s); or
- viii. Legal proceedings for monetary and/or equitable relief.

7.3 Suspension Procedures

- A First Violation: Counseling and initial warning. A first violation usually occurs because the Affiliate is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for the Compliance Department to bring to the attention of the Affiliate the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance Department will also describe expectations and steps the Affiliate must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other violations. Within three (3) days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to Second Violation notice described below.
- B Second Violation: Second warning and suspension. Although it is hoped that the Affiliate will promptly correct the violation(s), NücleoGenex recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a suspension of the Affiliate's Account. During the suspension period, the Affiliate waives any and all rights to Pay-Out of any bonuses or commissions and must submit a signed reinstatement letter wherein the Affiliate acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by NücleoGenex, the suspension will be lifted, and the Affiliate may request a Pay-Out. The Affiliate may be subject to additional discipline up to and including termination if a violation is not cured or further violation(s) occur.
- C Third Violation: Suspension and final written warning. Repeated violation(s) of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Affiliate, and forfeiture of commissions and bonuses associated with the offending Affiliate's Account. The final written warning letter will include notification of such suspension, action needed to cure the violation(s), and an indication that if the Affiliate violates the Policies and Procedures again, the Affiliate's Account will be terminated immediately.

- D Fourth Violation: Termination. As described above, NücleoGenex will try to exercise the progressive nature of the discipline policy by first providing warnings, a final written warning, and suspension, and commissions forfeiture before proceeding to termination of the Affiliate's NücleoGenex Account. NücleoGenex will notify the Affiliate in writing if/when the Account is terminated.
- E NücleoGenex reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, an Affiliate may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

8.0 DISPUTE RESOLUTION

8.1 Grievances Against Another Affiliate

- A If a NücleoGenex Affiliate has a grievance or complaint against another Affiliate regarding any practice or conduct relating to their NücleoGenex businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the NücleoGenex Compliance Department as outlined below.
- B The NücleoGenex Compliance Department will be the final authority on settling grievances or complaints and its written decision shall be final and binding on the Affiliates involved.
- C NücleoGenex will confine its involvement to disputes regarding NücleoGenex business matters only. NücleoGenex will not decide issues that involve personality conflicts or unprofessional conduct by or between Affiliates outside the context of a NücleoGenex business. These issues go beyond the scope of NücleoGenex and may not be used to justify a Sponsor or Placement change or a transfer to another NücleoGenex Organization.
- D NücleoGenex does not consider, enforce, or mediate third-party agreements between Affiliates, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E Process for Grievances:
 - i. The Affiliate should submit a written complaint via email directly to the NücleoGenex Compliance Department at compliance@nucleogenex.com. The email shall set forth the details of the incident as follows:
 - A. The nature of the violation;
 - B. Specific facts to support the allegations;
 - C. Dates;
 - D. Number of occurrences;
 - E. Persons involved; and
 - F. Supporting documentation.

- ii. Upon receipt of the written complaint, NücleoGenex will conduct an investigation according to the following procedures:
 - A. The Compliance Department will send an acknowledgment of receipt to the complaining Affiliate;
 - B. The Compliance Department will provide a verbal or written notice of the allegation to the Affiliate under investigation. If a written notice is sent to the Affiliate, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by NücleoGenex.
 - C. The NücleoGenex Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
 - D. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Affiliate's calls, letters, and requests for "progress reports" during the course of the investigation will not be answered or returned.
- F NücleoGenex will make a final decision and timely notify the NücleoGenex Affiliates involved.

8.2 Mediating Disputes Between an Affiliate and NücleoGenex

- A Affiliates and NücleoGenex (collectively "the Parties") recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise.
- B Accordingly, the Parties agree to submit any controversy, claim or dispute arising or relating to the Affiliate Agreement or the breach, termination, enforcement, interpretation, or validity of the Agreement to non-binding mediation prior to filing any lawsuit or demand for arbitration. The Parties shall mutually select a mediator and share the cost equally for the mediation fee.
- C Completion of mediation shall be a condition precedent to the filing of any lawsuit or claim. Any lawsuit or arbitration demand brought prior to mediation shall be dismissed for failing to comply with this provision and the party which failed to comply with this provision shall pay the other party's fees and expenses, including attorneys' fees, incurred in connection therewith. The mediation shall occur at the office of the mediator or at any neutral location located in Collin County, Texas.
- D Nothing in this Agreement shall preclude a party from seeking or obtaining injunctive relief to preserve the status quo prior to mediation.
- E The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.

- F Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims, or controversy submitted to mediation pursuant to the Agreement.
- G Should either party fail to respond to a request to schedule mediation pursuant to this Section 8.2 within seven (7) days of receiving the request, the party requesting mediation shall be released from all obligations hereunder and may proceed with filing any lawsuit or demand for arbitration.

8.3 Severability

- A If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

8.4 Waiver

- A Only an officer of NücleoGenex can, in writing, affect a waiver of these Policies and Procedures. NücleoGenex's waiver of any particular breach by an Affiliate shall not affect NücleoGenex's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Affiliate.
- B The existence of any claim or cause of action of an Affiliate against NücleoGenex shall not constitute a defense to NücleoGenex's enforcement of any term or provision of these Policies and Procedures.

8.5 Governing Law

- A The Parties agree that jurisdiction and venue of any controversy or claim arising from the Affiliate Agreement or between NücleoGenex and the Affiliate shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Affiliate Agreement or between NücleoGenex and Affiliate, without regard for any provisions regarding choice of law.

8.6 Class Action Waiver

- A The parties expressly intend and agree that:
 - i. Class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any court or arbitration; and
 - ii. The parties will only submit their own, individual claims in any court or arbitration and will not seek to represent the interests of any other person.
- B The court or arbitrator is not empowered to consolidate claims of different individuals into one proceeding, to hear any litigation or arbitration as a class action.

- C As a NücleoGenex Affiliate and/or Customer, I agree that I will not assert class or collective action claims against NücleoGenex in arbitration, court, or otherwise, nor will I join or serve as a member of a class or collective action in arbitration, court, or otherwise.
- D As an Affiliate and/or Customer, I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or NücleoGenex.

9.0 PAYMENT OF COMMISSIONS & BONUSES

9.1 Bonus and Commission Qualifications

- A An Affiliate must be active and in compliance with the Affiliate Agreement and all NücleoGenex-issued guidelines and policies implemented to qualify for bonuses and commissions. So long as an Affiliate complies with the terms and conditions set forth in the Affiliate Agreement, NücleoGenex shall pay commissions to such Affiliates in accordance with the Compensation Plan and any amendments thereto.
- B NücleoGenex will not issue payment in any form to an Affiliate without receipt of an Affiliate's annual membership and renewal membership fee and a properly completed electronic enrollment as NücleoGenex Affiliate, including the Affiliate's acceptance of and agreement to the Affiliate Agreement.
- C NücleoGenex reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.

9.2 Computation of Commissions and Discrepancies

- A In order to qualify to receive commissions and/or bonuses, an Affiliate must be in good standing and comply with the terms of the Affiliate Agreement. Commission, bonuses, overrides, and achievement levels are calculated on a daily, monthly, or yearly basis.
- B An Affiliate must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day "grace period" no additional requests will be considered for commission recalculations.
- C For additional information on payment of commissions, please review the Compensation Plan.

9.3 Adjustments to Bonuses and Commissions for Returned Products or Affiliate Memberships

- A An Affiliate receives bonuses and commissions based on the actual sales of NücleoGenex products and services to end consumers and to Affiliates through product and service purchases. When a product or service is returned

to NücleoGenex for a refund from the end consumer or by an Affiliate, the bonuses and commissions attributable to the returned product or service will be deducted from the Affiliate who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.

- B In the event that an Affiliate terminates his or her NücleoGenex Account, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by NücleoGenex, the remainder of the outstanding balance may be offset against any other amounts that may be owed by NücleoGenex to the terminated Affiliate.

10.0 ORDERING PRODUCT

10.1 General Product Ordering Policies

- A “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes: (a) the enrollment of an individual or Business Entity as an Affiliate or Customer without their knowledge or consent; (b) the fraudulent enrollment of an individual or Business Entity as an Affiliate or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Affiliates or Customers (“phantoms”); (d) purchasing NücleoGenex products or services on behalf of another Affiliate or Customer, or under another Affiliate’s or Customer’s ID number to qualify for commissions or bonuses; (e) purchasing excessive amounts of products, services or Subscribe & Save (a.k.a auto-ships) that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers.
- B NücleoGenex requires that Affiliates use their own credit cards and not allow others to use them. An Affiliate shall not use another Affiliate’s or Customer’s credit card or debit account to enroll in NücleoGenex or purchase products, services, or Subscribe & Save without the account holder’s written permission. No card may be used more than 3 times in a single business day unless they have contacted support@nucleogenex.com to be included on an approval list. Such documentation must be kept by the Affiliate indefinitely and provided to NücleoGenex upon request.
- C Regarding an order with an invalid or incorrect payment, NücleoGenex will attempt to contact the Affiliate by phone, mail, or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of three (3) business days, the order will be canceled.
- D Prices are subject to change without notice.

- E An Affiliate or Customer who is a recipient of a damaged or incorrect order must notify NücleoGenex within thirty (30) calendar days from receipt of the order and follow the Procedures as set forth herein, along with the Return/Exchange Policies, any and all guidelines instated and effective and any amendments thereto.

10.2 Sales to Customers

- A Sales to retail Customers may be done directly through an Affiliate's replicated website or directly using product that NücleoGenex has in inventory.
- B Affiliates will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation.
- C When making a sale to an end Customer, an Affiliate must provide him/her with an official NücleoGenex retail receipt at or prior to the time of the initial sale and every sale thereafter. Affiliate will need to customize the template with his/her personal information. If the Customer exercises the right to cancel the sale, Affiliate shall follow the refund procedures described in this section.
- D The Customer should return all unused product to NücleoGenex. These sales receipts set forth:
 - i. The consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the purchase up to ten (10) days after the end Customer receives a copy of the receipt or invoice; and
 - ii. NücleoGenex 's thirty (30) day return policy. The retail sales receipt may be downloaded from an Affiliate's back office in template form. Affiliates must duplicate the form and provide one to the retail Customer and retain a copy for their records.

10.3 Insufficient Funds

- A All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.
- B Any outstanding balance owed to NücleoGenex by an Affiliate or Customer of an Affiliate from non-sufficient funds ("NSF") or insufficient fund ("ACH") fees, will be withheld by NücleoGenex from that Affiliate's future bonus and commission funds.
- C All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Affiliate, constitute grounds for disciplinary sanctions or termination of the account.
- D If a credit card order or automatic debit is declined the first time, the Customer or Affiliate will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Affiliate may be deemed ineligible to purchase NücleoGenex products or services or participate in the monthly auto-ship. **Note: Participation by Affiliates in NücleoGenex's monthly Subscribe & Save (a recurring product order program) is entirely optional**

and is not required in order to become an Affiliate, move up in rank, or otherwise, fully participate in the NücleoGenex Compensation Plan.

10.4 Credit Card Purchases

- A Credit card purchases may only be made by the individual or Business Entity whose name appears on the credit card. An Affiliate or Customer may not use another individual's or Business Entity's credit card to purchase NücleoGenex products (regardless of whether that Affiliate/Customer has permission from that individual/entity to do so). NücleoGenex considers such transactions fraudulent and will report them to the proper authorities for settlement.
- B Under no circumstance will any Affiliate or Customer chargeback any credit card purchase. The Affiliate Account associated with any credit card chargeback request will be terminated immediately without notice to the Affiliate or Customer.
- C All Affiliate or Customer requests for refunds or returns must be done in accordance with these Policies.

10.5 Sales Tax Obligation

- A Affiliates shall comply with all federal, state, and local tax laws and regulations governing the sale of NücleoGenex products and services.
- B NücleoGenex collects and remits sales tax on all Affiliates and Customer orders. When orders are placed with NücleoGenex, sales tax is prepaid based upon the suggested retail price and remitted to the appropriate state and local jurisdictions. Affiliates may recover the sales tax when he or she makes a sale. Affiliates are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C NücleoGenex encourages each Affiliate to consult with a tax advisor for additional information for his or her business.

10.6 Refund Policy

- A NücleoGenex Customers: If within thirty (30) days from the date of delivery of purchased NücleoGenex product a Customer is not satisfied with the product for any reason, the Customer may contact support@nucleogenex.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. Date of delivery is determined by the tracking number associated with the order. For Ütrition, a restocking fee equal to 30% of the original price of the product will be applied. After thirty (30) days and up to ninety (90) days postdate of delivery of purchased NücleoGenex product, you must contact support@nucleogenex.com to return the remaining resalable portion of the product for a full refund minus a 30% percent processing fee of the original price for all returned product. Any shipping and handling charges incurred when shipping and/or returning the product will not be refunded.

Additionally, anytime an order is refunded, all commissions paid on returned product will be deducted. Because NücleoGenex cannot guarantee the quality of NücleoGenex products that are sold to Customers by non-Affiliates, NücleoGenex's Refund Policy is not available for products that Customers purchase from anyone other than an Affiliate or NücleoGenex directly or that are purchased in any unauthorized channel.

- B Properly returned product purchased completely or partially with NücleoCredits will be credited NücleoCredits, pro-rata, back to their Customer account. NücleoCredits are not redeemable for cash.
- C NÜCLEOGENEX AFFILIATES:
- i. If within thirty (30) days from the date of delivery of purchased Nü product an Affiliate is not satisfied with the product for any reason, the Affiliate may contact support@nucleogenex.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. Date of delivery is determined by the tracking number associated with the order. For Ütrition, a restocking fee equal to 30% of the original price of the product will be applied. Your Affiliate account may be subject to six (6) months suspension.
 - ii. After thirty (30) days and up to ninety (90) days postdate of delivery of purchased NücleoGenex product, you must contact support@nucleogenex.com to return the Resalable portion of the product for a full refund minus a 30% percent processing fee of the original price for all returned product. Any shipping and handling charges incurred when shipping and/or returning the product will not be refunded.
 - iii. Anytime an order is refunded, all commissions paid on returned product will be deducted.
 - iv. Lab fees, membership Fees, used (swabbed) DNA kits, reports and/or any other electronically delivered products, and special items such as trainings, certifications, or event tickets are non-refundable.
 - v. Problems with Shipments: If within thirty (30) days of the expected reported delivery date, you do not notify support@nucleogenex.com of a problem with the receipt of your order, including but not limited to, failure to receive the product, improper sealing, damage to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.
 - vi. All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. NücleoGenex is not responsible for fluctuating exchange rates.
 - vii. Properly returned product purchased completely or partially with NücleoCredits will be credited NücleoCredits, pro-rata, back to their Customer Account. NücleoCredits are not redeemable for cash.
- D Terminated Promoters: If a terminated Affiliate has purchased NücleoGenex products, NücleoGenex will issue a refund or credit for any products purchased by the Affiliate if:
- i. the product is in Resalable condition;
 - ii. the Resalable product is returned to NücleoGenex within twenty (20) days from the date of termination; and
 - iii. the Affiliate provides proof the product was purchased within twelve (12) months preceding the date of termination. [Note: the twelve (12) month requirements not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico]. Refunds are subject to a ten percent (10%) handling fee. Shipping costs are not refundable.

- E Montana Residents: Join Packs and Cancellation Returns: A new Affiliate has up to 15 days to cancel their agreement with NücleoGenex. The Affiliate is entitled to a full refund of the Join Pack as long as all of the items from their Join Pack are returned and the items are still sealed and have not been used in any way. Neither shipping and handling charges incurred by an Affiliate when the Join Pack was purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account used when purchasing. Per NücleoGenex return policy, if an Affiliate was paid a commission based on a product(s) purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on that product purchase will be deducted from the amount of the refund or a future commission payout. Additionally, if an Affiliate cancels after 15 days, but within 12 months, and has not received any financial benefit by purchasing a Join Pack, they can receive a 90% refund on any currently marketable products sold that have not been resold or consumed. Products are not considered currently marketable if the products have been consumed or are seasonal, discontinued, or special promotional items.

10.7 Return Process

- A All returns, whether by a Customer, or Affiliate, must be made as follows:
- i. Obtain a Return Merchandise Authorization ("RMA") from NücleoGenex by contacting support@nucleogenex.com and submitting a request.
 - ii. Ship items to the address provided by NücleoGenex customer service when you receive your RMA.
 - iii. Provide a copy of the sales receipt or invoice with the returned product. Such invoice must reference the RMA and include the reason for the return.
 - iv. Ship product back in the original manufacturer's box exactly as it was delivered.
 - v. All returns must be shipped to NücleoGenex pre-paid, as NücleoGenex does not accept shipping collect packages. NücleoGenex recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Affiliate. If returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Affiliate to trace the shipment of the product wherein no credit will be applied.
 - vi. Returning \$500 or more of NücleoGenex product accompanied by a request for a refund within one (1) calendar year by an Affiliate may constitute grounds for involuntary termination of the Affiliate's Account.

11.0

NÜCLEOGENEX OPPORTUNITY

11.1 Presentation of Compensation Plan

- A In presenting the NücleoGenex business opportunity, an Affiliate is required to:
- i. present a copy of the Affiliate Income Disclosure Statement is attached hereto as Addendum 2;
 - ii. refrain from misquoting or omitting any material fact about the Compensation Plan;
 - iii. clearly explain that the Compensation Plan is based upon sales of NücleoGenex products and services;

- iv. not make unsubstantiated income projections, claims, or guarantees while presenting or discussing the NücleoGenex opportunity or Compensation Plan to prospective Affiliates or Customers;
- v. inform all prospective Affiliates that success requires substantial work;
- vi. not make any unsubstantiated claims regarding products or services of any products offered by NücleoGenex, except those contained in official NücleoGenex literature; and
- vii. not use official NücleoGenex material to promote the NücleoGenex business opportunity in any country where NücleoGenex is not duly authorized to conduct business.

11.2 Sales Requirements Are Governed by the Compensation Plan

- A NücleoGenex Affiliates may purchase NücleoGenex products and then re-sell them at any price as long as it's not under the current stated Retail price of the single unit unless otherwise specified by NücleoGenex or by any of its product suppliers on a per-product basis. There are no exclusive territories granted to anyone. No franchise fees are applicable to a NücleoGenex business. NücleoGenex products may only be sold where NücleoGenex is licensed or otherwise authorized to conduct business.
- B The NücleoGenex program is built on sales to the ultimate consumer or end-user. NücleoGenex encourages its Affiliates to only purchase inventory, in reasonable quantities, that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Affiliates must never attempt to influence any other Affiliate to buy more products than they can reasonably use or sell to retail Customers in a month.
- C Each NücleoGenex Affiliate commits to personally use, sell, or use in business building at least seventy percent (70%) of every order placed with NücleoGenex prior to placing another order, and must be able to certify as much if demanded by NücleoGenex or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited. NücleoGenex retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

12.0 PROPRIETARY INFORMATION & TRADE SECRETS

12.1 Reports

- A By agreeing to the Affiliate Agreement, the Affiliate acknowledges that business reports, lists of Customer and Affiliate names and contact information, and any other information, which contain financial, scientific, or other information both written or otherwise circulated by NücleoGenex or pertaining to the business of NücleoGenex (collectively, "Reports"), are

confidential and proprietary information and trade secrets belonging to NücleoGenex.

12.2 Obligation of Confidentiality

- A During the term of the Affiliate Agreement and for a period of two (2) years after the termination or expiration of the Affiliate Agreement between the Affiliate and NücleoGenex, the Affiliate shall not:
 - i. Use the information in the Reports to compete with NücleoGenex or for any purpose other than promoting his or her NücleoGenex business;
 - ii. Use or disclose to any person or entity any confidential information contained in the Reports, including disclosure or use to replicate or attempt to replicate the Affiliate's Upline and/or Downline Organization genealogy in another network marketing company.

12.3 Breach and Remedies

- A The Affiliate acknowledges that the Reports and other confidential and proprietary information of NücleoGenex is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to NücleoGenex and to independent NücleoGenex businesses. NücleoGenex and its Affiliates will be entitled to injunctive relief and/or to recover damages against any Affiliate who violates his or her obligations in section 12.2 in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses in addition to any award of damages.

12.4 Return of Materials

- A Upon demand by NücleoGenex, any current or former Affiliate will return the original and all copies of all Reports to NücleoGenex together with any NücleoGenex confidential information in such person's possession.

13.0 PRIVACY POLICY

13.1 Introduction

- A This Privacy Policy is to ensure that all Customers and Affiliates understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section, all Affiliates must comply with applicable privacy laws governing the collection, use, and disclosure of Customer and fellow Affiliate information.
- B This section excludes the privacy policy for the DNA test analysis. To learn about the DNA test analysis privacy policy please consult your online consent form.

13.2 Expectation of Privacy

- A NücleoGenex recognizes and respects the importance its Customers and Affiliates place on the privacy of their financial and personal information. NücleoGenex will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and Affiliate's financial and account information and nonpublic personal information.
- B By entering into the Affiliate Agreement, an Affiliate or Customer authorizes NücleoGenex to disclose his or her name and contact information to Upline Affiliates solely for activities related to the furtherance of the NücleoGenex business. An Affiliate hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her Downline Organization and conducting the NücleoGenex business.

13.3 Employee Access to Information

- A NücleoGenex limits the number of employees who have access to Customers' and Affiliate's non-public personal information.

13.4 Restrictions on the Disclosure of Account Information

- A NücleoGenex will not share non-public personal information or financial information about current or former Customers or Affiliates with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Affiliate's interests or to enforce its rights or obligations under the Affiliate Agreement or with written permission from the account holder on file.

14.0 PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF NÜCLEOGENEX NAME AND TRADEMARKS

14.1 Inspection, Product Care, and Quality Controls

- A Promptly upon receipt, Affiliates shall inspect NücleoGenex products and packaging for damage, broken seals, evidence of tampering, or other defects. If a product is defective or damaged, Affiliates shall not sell the product and must report the defect or damage to NücleoGenex. Affiliates may return products that are damaged or otherwise defective within thirty (30) days of receipt for a full refund or replacement.

- B Affiliates must comply with all instructions provided by NücleoGenex regarding the proper care, storage, and handling of NücleoGenex products. Additionally, Affiliates shall store all NücleoGenex products in a dry place at room temperature, away from direct sunlight. Members shall also regularly inspect inventory for products that are expired or that will expire within 60 days and shall not sell any such products.
- C If NücleoGenex discovers that an Affiliate is not properly inspecting products upon receipt, not properly storing and caring for NücleoGenex products, and/or selling products that are damaged or otherwise defective, NücleoGenex will investigate and take remedial and disciplinary action up to and including involuntary termination of the offending Affiliate's NücleoGenex account.

14.2 Labeling, Packaging, and Displaying Products

- A A NücleoGenex Affiliate and/or Customer may not re-label, re-package, refill or alter labels of any NücleoGenex product, or service, information, materials, or program(s) in any way. NücleoGenex products must only be sold in their original containers from NücleoGenex. Such re-labeling or re-packaging violates federal law and may result in criminal or civil penalties or liability.
- B A NücleoGenex Affiliate shall not cause any NücleoGenex product or service or any NücleoGenex trade name to be sold or displayed in retail establishments except:
 - i. Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons);
 - ii. Where the retail establishment is owned or managed by the Affiliate and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- C An Affiliate may sell NücleoGenex products and services and display the NücleoGenex trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of NücleoGenex.
- D An Affiliate or Customer is prohibited to sell NücleoGenex products and services and display the NücleoGenex trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.
- E NücleoGenex reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the NücleoGenex opportunity.

14.3 Use of Company Names and Protected Materials

- A A NücleoGenex Affiliate must safeguard and promote the good reputation of NücleoGenex and the products and services it markets. The marketing and promotion of NücleoGenex, the NücleoGenex business opportunity, the Compensation Plan, and NücleoGenex products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices.

- B All promotional materials supplied or created by NücleoGenex must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the NücleoGenex Compliance Department.
- C The name of NücleoGenex, each of its product and service names, and other names that have been adopted by NücleoGenex, in connection with its business are proprietary trade names, trademarks, and service marks of NücleoGenex. As such, these marks are of great value to NücleoGenex and are supplied to Affiliates for their use only in an expressly authorized manner.
- D An Affiliate's use of the name "NücleoGenex" is restricted to protect NücleoGenex's proprietary rights, ensuring that the NücleoGenex protected names will not be lost or compromised by unauthorized use. Use of the name on any item not produced by NücleoGenex is prohibited except as follows:
 - i. [Affiliate's name] Independent NücleoGenex Affiliate or Distributor.
 - ii. [Affiliate's name] Independent Affiliate of NücleoGenex products and services.
- E Further procedures relating to the use of the NücleoGenex name are as follows:
 - i. All stationary (i.e., letterhead, envelopes, and business cards) bearing the NücleoGenex name or logo intended for use by the Affiliate must be submitted via email to the NücleoGenex Compliance Department for approval at compliance@nucleogenex.com.
 - ii. Affiliates may list "Independent NücleoGenex Affiliate" in a telephone directory under his or her own name.
 - iii. Affiliates may not use the name NücleoGenex in answering his or her telephone, creating a voice message, or using an answering service, such as to give the impression to the caller that they have reached the corporate office.
- F Certain photos and graphic images used by NücleoGenex in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Affiliates.
- G An Affiliate shall not appear on or make use of television or radio or make use of any other media to promote or discuss NücleoGenex or its programs, products, or services without prior written permission from the NücleoGenex Compliance Department.
- H An Affiliate may not produce for sale or distribution any Company event or speech, nor may an Affiliate reproduce NücleoGenex audio or video clips for sale or for personal use without prior written permission from the NücleoGenex Compliance Department.
- I NücleoGenex reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Affiliate.
- J An Affiliate shall not promote non-NücleoGenex products or services in conjunction with NücleoGenex products or services on the same social media site or same advertisement without prior approval from NücleoGenex Compliance Department. (Please reference section 3.6 (e) for licensed medical professionals)

- K Unsubstantiated claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by NücleoGenex may not be made except those contained in official NücleoGenex literature. In particular, no Affiliate may make any claim that NücleoGenex products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such unsubstantiated claims violate NücleoGenex policies, but they also potentially violate federal and state laws and regulations.

14.4 Faxes and E-mail - Limitations

- A Except as provided in this section, an Affiliate may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or “spamming” that advertises or promotes the operation of his or her NücleoGenex business. The exceptions are:
- i. E-mailing any person who has given prior permission or invitation;
 - ii. E-mailing any person with whom the Affiliate has established a current business or personal relationship.
- B In all states or U.S. or International territories where prohibited by law, an Affiliate may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- C All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
- i. A clear and obvious identification that the fax or email message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
 - ii. A clear return path or routing information;
 - iii. The use of legal and proper domain name;
 - iv. A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
 - v. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - vi. The true and correct name of the sender, valid sender’s fax or e-mail address, and a valid sender’s physical address;
 - vii. The date and time of the transmission; and
 - viii. Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, an Affiliate shall not transmit any further documents to that recipient.
- D All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
- i. Use of any third-party domain name without permission; and
 - ii. Sexually explicit materials.

14.5 Internet and Third-Party Website Restrictions

- A An Affiliate and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell or advertise their NücleoGenex business without NücleoGenex's express written approval. An Affiliate and/or Customer is prohibited to use or attempt to register any of NücleoGenex's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the NücleoGenex logo or the NücleoGenex name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.
- B An Affiliate and/or Customer may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any NücleoGenex products or services or offer the NücleoGenex business opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include, but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy. This obligation survives the termination of an Affiliate's Account.
- C Social Media sites may be used to sell or offer to sell NücleoGenex products or services. PROFILES AN AFFILIATE OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE NÜCLEOGENEX IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE AFFILIATE AS AN "INDEPENDENT NÜCLEOGENEX AFFILIATE," and when an Affiliate and/or Customer participates in those communities, Affiliate and/or Customers must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. The determination of what is inappropriate is in NücleoGenex's sole discretion, and the offending Affiliate and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the NücleoGenex approved library, official NücleoGenex website, or social media outlet. If a link is provided, it must link to the posting Affiliate's Replicated website. Affiliates may not direct social media followers to another website where NücleoGenex products are sold on the Internet unless the website has been specifically approved in writing by NücleoGenex as a third-party website where the Affiliate may offer NücleoGenex products for sale. (Please reference section 3.6 (e) for licensed medical professionals)
- D Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Affiliates will be subject to disciplinary action.
- E Affiliates and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Affiliates or Customers create or leave must be useful, unique, relevant, and specific to the blog's article.
- F Affiliates and/or Customers must disclose their full name on all Social Media postings, and conspicuously identify themselves as an Independent Affiliate for NücleoGenex. Anonymous postings or use of an alias is prohibited.

- G Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the NücleoGenex business opportunity or income associated therewith, NücleoGenex's products and services, and/or your biographic information and credentials.
- H Affiliates and/or Customers are personally responsible for their postings and all other online activity that relates to NücleoGenex. Therefore, even if an Affiliate does not own or operate a blog or Social Media site, if an Affiliate and/or Customer posts to any such site that relates to NücleoGenex or which can be traced to NücleoGenex, the Affiliate is responsible for the posting. Affiliate and/or Customer are also responsible for postings which occur on any blog or Social Media site that the Affiliate and/or Customer owns, operates, or controls.
- I As an Affiliate, it is important to not converse with any person who places a negative post against you, other Affiliates, or NücleoGenex. Report negative posts to NücleoGenex's Support Department via email to support@nucleogenex.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as NücleoGenex, and therefore damages the reputation and goodwill of NücleoGenex.
- J The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust. NücleoGenex, therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.
- K If your NücleoGenex business is canceled for any reason, you must discontinue using the NücleoGenex name, and all of NücleoGenex's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent NücleoGenex Affiliate, you must conspicuously disclose that you are no longer an Independent NücleoGenex Affiliate.
- L Failure to comply with these Policies for conducting business online may result in the Affiliate losing their right to advertise and market NücleoGenex products, services, and NücleoGenex's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.
- M Affiliates are prohibited from selling NücleoGenex products to individuals or entities that they know or should know, intend to resell the products. Affiliates must sell NücleoGenex products only to end-user customers, and Affiliates shall not sell to any person any quantity of NücleoGenex products greater than that generally purchased by an individual for personal use. Affiliates must take reasonable steps to ensure that they do not violate these policies.

14.6 Advertising and Promotional Materials

- A You may not advertise any NücleoGenex products or services at a price LESS than the highest company-published, established retail price of ONE offering of the NücleoGenex product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through NücleoGenex.
- B Advertising and all forms of communications must adhere to principles of honesty and propriety.
- C All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the NücleoGenex Compliance Department.
- D All requests for approvals with respect to advertising must be directed in writing to the NücleoGenex Compliance Department.
- E Only Affiliates certified by NücleoGenex will be allowed to promote the Präctrition program and are required to abide with the Präctrition program's Policies and Procedures in addition to the Affiliate Agreement.
- F NücleoGenex reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Affiliate.

14.7 Testimonial Permission

- A By agreeing to the Affiliate Agreement, an Affiliate gives NücleoGenex permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the NücleoGenex business opportunity, an Affiliate waives any right to be compensated for the use of his or her testimonial or image and likeness even though NücleoGenex may be paid for items or sales materials containing such image and likeness and represents that any testimonial represents Affiliate's current, original, honest opinion, thoughts, beliefs, findings or experiences, based on Affiliate's actual experience with NücleoGenex and any stated use of NücleoGenex products and/or services, and agrees to notify Affiliate immediately of any changes in the views expressed in the testimonial. In some cases, an Affiliate's testimonial may appear in another Affiliate's advertising materials. If an Affiliate does not wish to participate in NücleoGenex sales and marketing materials, he or she should provide a written notice to the NücleoGenex Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising, or recordings of annual events.

14.8 Telemarketing - Limitations

- A A NücleoGenex Affiliate must not engage in telemarketing in relation to the operation of the Affiliate's NücleoGenex business. The term "telemarketing" means the placing of one or more telephone calls, text messages, emails, or facsimile transmissions to an individual or entity to induce the purchase of NücleoGenex products or services or to Recruit them for the NücleoGenex opportunity.
- B The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- C While an Affiliate may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Affiliate to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
- D "Cold calls" or unsolicited calls/texts/emails/faxes made to prospective Customers or Affiliates in order to promote NücleoGenex products, services, or the NücleoGenex business opportunity is considered telemarketing and is prohibited.
- E Exceptions to Telemarketing Regulations. A NücleoGenex Affiliate may place telephone calls or faxes to prospective Customers, or Affiliates under the following limited situations:
 - i. If the Affiliate has an established current business relationship with the prospect;
 - ii. In response to the prospect's personal inquiry or application regarding a product or service offered by the NücleoGenex Affiliate, within 3 months immediately before the date of such a call/fax;
 - iii. If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call/fax;
 - iv. If the call/fax is to family members, personal friends, and acquaintances. However, if an Affiliate makes a habit of collecting business cards from everyone, he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption; and
 - v. NücleoGenex Affiliates engaged in calling "acquaintances," must make such calls/faxes on an occasional basis only and not as a routine practice.
- F An Affiliate shall not use automatic telephone dialing systems in the operation of his or her NücleoGenex businesses.
- G Failure to abide by NücleoGenex's policies or federal regulations regarding telemarketing may lead to sanctions against the Affiliate, up to and including termination of the Affiliate's NücleoGenex account.
- H By enrolling as an Affiliate, or by accepting commissions, other payments, or awards from NücleoGenex, an Affiliate gives permission to NücleoGenex and other Affiliates to contact them as permitted under the Federal Do Not Call regulations.

- I In the event an Affiliate violates this section, NücleoGenex reserves the right to institute legal proceedings to obtain monetary or equitable relief.

15.0 INTERNATIONAL MARKETING

15.1 International Marketing Policy

- A A NücleoGenex Affiliate is authorized to sell NücleoGenex products and services, to Customers and Affiliates only in the countries in which NücleoGenex is authorized to conduct business, according to the Policies and Procedures of each country. NücleoGenex Affiliates may not sell products or services in any country where NücleoGenex products and services have not received applicable government authorization or approval.
- B An Affiliate may not, in any unauthorized country, conduct sales, enrollment, or training meetings, enroll or attempt to enroll potential Customers or Affiliates, nor conduct any other activity for the purpose of selling NücleoGenex products and services, establishing a sales Organization, or promoting the NücleoGenex business opportunity.

16.0 SUBSCRIBE & SAVE (A.K.A. AUTO SHIP) CANCELLATION

- A To cancel or modify your auto-ship at any time you may email support@nucleogenex.com without penalty. You can also modify or cancel your order at any time by logging into your account at www.nucleogenex.com or www.mynucleogenex.com. By selecting the “auto-ship” option on our order form, you are giving NücleoGenex authorization to submit paperwork on your behalf to the manufacturer to enroll you in the automatic shipping program. The manufacturer will ship your products directly to you. You are also authorizing NücleoGenex to charge your credit card for the products you have ordered on a monthly basis without further warning or notifications from NücleoGenex. You may cancel at any time without obligation and without penalty by emailing support@nucleogenex.com or canceling the order on the nucleogenex.com or mynucleogenex.com portal. All auto-ship cancellations must be performed or delivered to NücleoGenex five (5) business days prior to your next shipment to guarantee cancellation of that shipment.

17.0

SHIPPING POLICY

17.1 Shipment Processing Time and Rates

- A All orders are processed within 2-3 business days. Orders are not shipped or delivered on weekends or holidays.
- B If we are experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.
- C Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.
- D NücleoGenex cannot be responsible for delays attributed to the carrier nor for acts of nature.

17.2 Damages

- A NücleoGenex is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.
- B Please save all packaging materials and damaged goods before filing a claim.
- C Our Returns Policy provides detailed information about procedures for returning your order. Please contact support@nucleogenex.com.

The terms listed below shall have the following meaning throughout these Policies and Procedures regardless of whether they are capitalized:

ACCOUNT: The secure and proprietary back-office associated with each Affiliate's NücleoGenex business and unique User ID where an Affiliate can access the Affiliate Agreement, the Compensation Plan, and other Official NücleoGenex Material along with the Affiliate's Downline Organization, direct Sponsor, placement in a Line of Sponsorship, and Wallet.

ACTIVE AFFILIATE: An Affiliate who is in good standing with respect to the Affiliate Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

COMPENSATION PLAN: The guidelines and referenced literature describing how NücleoGenex Affiliates can earn commissions and bonuses. The current NücleoGenex Compensation Plan is available at nucleogenex.com/resources.

COMPETING PRODUCT(S): Any program, product, or service offered by another company with characteristics, functions, benefits, or ingredients similar to those offered by NücleoGenex, regardless of differences in cost, quality, or other distinguishing factors.

CROSS SPONSORING: The enrollment into a different Line of Sponsorship of an individual or Business Entity that previously enrolled as an Affiliate.

CUSTOMER: Any person who purchases NücleoGenex product but does not enroll as an Affiliate.

FAMILY UNIT: Parents or dependent children living at or doing business at the same address as an Affiliate.

INACTIVE AFFILIATE: An Affiliate who has zero Personal Qualifying Volume ("PQV") in a calendar month.

AFFILIATE: An individual or Business Entity who has enrolled with NücleoGenex and pays the membership fee and actively promotes, markets, and sells NücleoGenex products for profit and/or actively seeks and Recruits others to do the same in accordance with the Affiliate Agreement.

AFFILIATE AGREEMENT: The most current version of the following along with any addendums or exhibits thereto: (i) NücleoGenex Policies and Procedures; and (ii) NücleoGenex's Compensation Plan.

LINE OF SPONSORSHIP: A report generated by NücleoGenex that provides critical data relating to the identities of Affiliates, sales information, and enrollment activity of each Affiliate's Organization. This report contains NücleoGenex's proprietary, confidential, and trade secret information.

ORGANIZATION OR DOWNLINE: The Customers and Affiliates placed below a particular Affiliate.

OFFICIAL NÜCLEOGENEX MATERIAL: Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by NücleoGenex to Affiliates and/or Customers.

PLACEMENT: An Affiliate's position inside his/her/its Sponsor's Downline Organization.

PLACEMENT TOOL: A software tool that can be utilized by a Sponsor in their back-office Account to adjust the Placement of their newly enrolled Affiliate.

RECRUIT, RECRUITMENT & RECRUITING: Actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Affiliate or Customer to enroll or participate in any direct sales or network marketing opportunity. Recruitment includes but is not limited to messaging, posting, friending, or otherwise contacting known Affiliates and/or Customers of NücleoGenex on social media (e.g., Facebook, Instagram, etc.) to discuss another direct sales or network marketing opportunity. The conduct described in this paragraph is Recruitment even if the Affiliate's actions are in response to an inquiry made by another Affiliate or Customer.

RESALABLE PRODUCT: Product which is: 1) is unopened and unused, 2) in its original packaging and labeling has not been altered or damaged, 3) is in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) contains current NücleoGenex labeling. Any merchandise identified at the time of sale as nonreturnable, discontinued, or seasonal is not Resalable.

SPONSOR: An Affiliate who enrolls a Customer or other Affiliate into NücleoGenex and is listed as the Sponsor.

SPONSORING & SPONSORED: The act of enrolling others and personally training them to become an Affiliate.

SPOUSE: An individual that is legally married to an Affiliate or an individual that is party to a legally recognized common-law relationship with an Affiliate.

STACKING: The unauthorized manipulation of the NücleoGenex Compensation Plan to trigger commissions or cause the promotion of a Downline Affiliate in an unearned manner (e.g., when a Sponsor places Affiliate(s) under an Inactive Downline without his or her knowledge in order to trigger unearned qualifications for commissioning purposes).

UPLINE: This term refers to the Affiliate(s) above a particular Affiliate in a Sponsorship line up to the Company. It is the line of Sponsors that link any particular Affiliate to the Company.

WALLET: A secure feature in the back-office software that maintains an Affiliate's commissions and bonuses.



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