

## Introduction:

To clearly define the relationship that exists between Members or Free Members and CORE, and to set clear standards for acceptable business conduct, CORE has established these Terms and Conditions.

CORE Members are required to comply with all of the terms and conditions set forth in these Policies and Procedures. CORE may amend these Terms and Conditions at its sole discretion from time to time. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by these Terms and Conditions. Please review the information in this manual carefully. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from CORE. The most current version of these Terms and Conditions can be found on the company's official website.

## Section 1 – Terms

### 1.1

#### CORE

#### AGREEMENT

##### Section I: Acceptance of the Agreement

Welcome to CORE. The term “Agreement” as used herein collectively refers to the CORE Agreement, these CORE Policies and Procedures, the CORE Compensation Plan, and the CORE Terms of Use. By using CORE, you agree to be bound by the terms of the Agreement.

##### Section II: ESIGN Consent to Use Electronic Records and Signatures

Under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.), you may consent to this Agreement electronically. Please read the following information carefully:

- An electronic record will evidence this Agreement between you and CORE. By clicking on “I Agree” below, you consent to the use of an electronic signature and record for, and electronically acknowledge that you have read the Agreement and agree to be bound by the terms and conditions therein.
- To access the Agreement, any other applicable documents and to submit your online Member Application, you will need a personal computer or device with Internet access with an operating system capable of supporting access to all electronic records, an operational Internet browser we support, Adobe Reader, electronic storage if you wish to retain records in electronic form, and a printer if you wish to print and retain paper

records.

- This consent applies to any documents or records that may be provided to you or made available during the course of your relationship with CORE.
- You have the option to have the record of this Agreement provided to you on paper or in non-electronic form, or to withdraw your consent to the Agreement.
- To withdraw your consent to the Agreement, or to request the record of this Agreement on paper, please send your written request to: CORE, Inc., Attn: Compliance Department, 3521 N University Ave, #225, Provo, UT 84606. Your request must contain your full name, email address, and Member ID.
- Any updates to your email address or other contact information should be emailed to support@nui.social.

By clicking on “I agree”, you consent to the use of electronic records evidencing your agreement to the Agreement. If you click on the “I decline” box, the enrollment process will be terminated and you will be returned to the CORE Home page.

#### 1.1.1 – Amendment

Because federal, state, territorial, and local laws, as well as the business environment, periodically change, CORE reserves the right to amend the Agreement and its prices at its sole and absolute discretion. By signing the Member Application and Agreement, a Member agrees to abide by all amendments or modifications that CORE elects to make. Amendments shall be effective upon publication on the official CORE website. CORE, at its option, may also provide or make available to all Members a complete copy of the amended provisions by one or more of the following methods: (a) posting on CORE’s official Member web site; (b) electronic mail (e-mail); (c) inclusion in Company periodicals; (d) inclusion in product orders; or (e) special mailings. An Member’s acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

#### 1.2 – Policy Review Period

A Member may cancel his or her Agreement at any time by contacting CORE customer support.

#### 1.3 – Assignment

CORE may assign the Agreement, or any part of it, to any Member, subsidiary, parent entity, or other company, at its discretion.

#### 1.4 – Member Consent

A Member hereby consents to CORE’s use of the Member’s image including, but not limited to: the Member’s name, professional name(s), photographs, testimonials, likeness, title, positions, voice(s), biography, and any film footage, videotapes, audiotapes, recordings, articles, and interviews of the Member, in any form and medium whatsoever, when created in connection with any CORE product or opportunity, any events, promotions, and/or conventions to advertise,

promote, and publicize CORE product or the CORE Business Opportunity. A Member may withdraw this consent by notifying CORE in writing and providing at least thirty (30) days advance notice before such withdrawal takes effect.

### 1.5 – Communication

A Member agrees that CORE may contact the Member by the provided telephone number or E-mail address concerning his or her CORE account and Member status during the term of this Agreement. Members also acknowledge that they agree to accept electronic copies (emails, scans, reprints, or other formats) as being the same as the original documents, and that documents, requests, and authorizations submitted electronically on behalf of the Member are explicitly deemed to have the same force in law as their manual signature.

### 1.8 – Client Confidentiality

CORE's relationships with its clients are confidential. A Member shall not contact or communicate, directly or indirectly, in any way with any CORE client except at specific CORE events the client may attend at the request of CORE.

### 1.9 – Non-Circumvention

A Member warrants that by entering into this Agreement, the Member does not violate any other agreements the Member has entered into with a third party, and further, that the Member has not entered into any agreement or contract that may invoke a non-competition restriction by any employer or other person or company that will restrict or prevent the Member from performing the Member's duties hereunder, and that the Member has no existing contractual or fiduciary duties that would prevent the Member from receiving the benefits of, and performing the duties of, this Agreement. Members agree to indemnify CORE and CORE's directors, officers, employees, and agents, and hold them harmless for any and all liability including judgements, civil penalties, refunds, attorney fees, court costs, or lost business incurred by CORE as a result of claims or legal action brought against Member by any former employer or other person or company alleging bCORE of agreement or other violation of any non-competition agreement. This provision will survive the termination of this Agreement.

### 1.10 – Delays

CORE shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, lack of content for review, curtailment of supply, or government decrees or orders.

### 1.11 – Limitation of Liability

Regardless of the form of claim, whether in tort, agreement, or other, CORE and its officers, employees, and agents shall not be liable for any consequential, incidental, special, or punitive damages, including lost profits, for any claims made by a Member related to the Agreement. No legal action may be brought by either party to the Agreement more than one (1) year after the

event giving rise to the cause of action that has occurred.

### 1.12 – Arbitration, Governing Law, and Jurisdiction

This Agreement shall be governed by the law of the State of Utah. You irrevocably consent to settle any suit, action, or proceeding arising out of, or relating to, the Agreement by binding arbitration in the State of Utah. Each party having a concern shall first give notice of the offense and allow at least thirty (30) days for the other party to cure. In the event of dispute, the prevailing party shall be reimbursed attorneys' fees and reasonable travel and accommodation expenses by the other party.

### 1.13 – Waiver

No failure of CORE to exercise any right or power under the Agreement or to insist upon strict compliance by a Member with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of CORE's right to demand exact compliance with the Agreement. Waiver by CORE can be effectuated only in writing by an authorized officer of CORE. CORE's waiver of any particular bCORE by a Member shall not affect or impair CORE's rights with respect to any subsequent bCORE, nor shall it affect in any way the rights or obligations of any other Members. Nor shall any delay or omission by CORE to exercise any right arising from a bCORE affect or impair CORE's rights as to that or any subsequent bCORE. The existence of any claim or cause of action of a Member against CORE shall not constitute a defense to CORE's enforcement of any term or provision of the Agreement.

### 1.14 – Severability

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement.

## Section 2 – Promoting CORE and the Opportunity

### 2.1

All Members shall safeguard and promote the good reputation of CORE and its products and services. The marketing and promotion of CORE, the CORE opportunity, the Compensation Plan, and CORE products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices. Accordingly, Members must submit all proposed advertising material (internet or otherwise), written sales aids, promotional materials, and other sales or marketing literature to the CORE Compliance Department for approval. Unless the Member receives specific written approval to use the material, the request shall be deemed denied. If at any time the Member changes the materials, the revised materials must again be submitted to the CORE Compliance Department

for review and approval prior to being used.

## 2.2

CORE ONLINE PRIVACY POLICY (effective November 10, 2016) CORE, its clients and subsidiaries are committed to respecting your privacy. We've structured our Website so that you can visit CORE on the Web without identifying yourself or revealing any personal information. Once you choose to provide us with personally identifiable information (any information by which you can be identified), you can be assured that it will only be used to support your customer relationship with CORE.

### Awareness:

CORE provides this Online Privacy Policy to make you aware of our privacy policy and practices and of the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on the bottom of every page on our website.

### Merchant Information:

Any information gathered from the merchant and credit card process of enrolling and making purchases with CORE are kept strictly confidential. This information will not be shared to any 3rd party without express consent.

### What We Collect:

Upon logging onto our Web server, our Web server automatically recognizes your domain name but not your E-mail address (where possible). We will collect the domain name from which you log on, aggregate information on what pages you access or visit, user-specific information on what pages you access or visit and information volunteered by you (such as survey information and/or site registrations). We do not collect your E-mail address or other personal information unless you contact us by E-mail or volunteer it.

CORE websites use "cookies" to enable you to sign in to our services and to help personalize your online experience. As you browse, we may install cookies (tiny text files stored on your hard disk by a web page server) in your browser. Our cookies cannot harm your computer and they do not contain any personally identifiable information. The purpose of these cookies is to store your preferences and other information on your computer and eliminate the need to repeatedly enter the same information in order to display your personalized content on later visits to our websites. Cookies also help us improve our site and deliver a better and more personalized service. Among other things, they enable us to:

- estimate our audience size and usage pattern.
- store information about your preferences, and so allow us to customize our site according to your individual interests.
- increase the speed of your searches.

- recognize you when you return to our site.

On some CORE websites, you can order products or services, make requests and register to receive materials. The types of personal information that may be collected on these pages are your name, email, Member or member ID number, contact and billing information, and transaction or credit card information. In order to tailor our communications to you and continuously improve our products and services, we may also ask you to voluntarily provide us with information regarding your personal or professional interests, demographics, experience with our products and services, as well as contact preferences.

#### How we use it:

CORE uses your information to better understand your needs and provide you with better service. Specifically, we use your information to help you complete a transaction, communicate with you, update you on services and benefits, and personalize your experience on our websites. Credit card and bank account numbers are used only for payment processing and are not retained for other purposes.

#### Whom we share it with:

CORE will not sell, rent, or lease your personally identifiable information to others unless we have your permission or are required to release that information by law. We will only share the personal data you provide online with other CORE entities and/or business partners who are acting on our behalf for the uses described above. These CORE entities and/or business partners are governed by our privacy policies with respect to the use of this data and are bound by the appropriate confidentiality agreements.

#### Choice:

CORE will not use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without your permission. You may also let us know if you do not wish to receive unsolicited direct marketing materials from us. Your permission is always secured first before we share your information with third parties that are not acting on our behalf and governed by our privacy policy.

#### Accuracy & access:

CORE strives to keep your personally identifiable information accurate and secure. In order to update or correct your information with CORE you must contact CORE directly using the methods listed below. To protect your privacy and security, upon contacting us we will verify your identity before being allowed to update make corrections to your information.

#### Security:

We take reasonable steps to ensure that the personal information we collect about you remains accurate, timely and secure. Unfortunately, no data transmission over the Internet is 100% secure and while we strive to protect your personal information, we cannot guarantee or warrant its

complete security. We shall not be responsible for harm that you or any person may suffer as a result of a bCORE of security while you use or transmit information to the Website. To prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use of information, we have put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information we collect online. We use encryption technology when collecting or transferring sensitive data, such as credit card and bank account information.

#### International use:

Information submitted to CORE's websites will be collected, processed, stored, disclosed, and disposed of in accordance with applicable U.S. law. If you are a non-U.S. user, you agree and acknowledge that we may collect and use your personal data and disclose it outside your resident jurisdiction in accordance with this policy. In addition, your information may be stored on servers located outside your resident jurisdiction. U.S. law may not provide the degree of protection for information that is available in other countries. By providing us with your information, you acknowledge that you have read this Policy, understand it, agree to its terms and consent to the transfer of such information outside your resident jurisdiction. If you do not agree to this policy, please do not use CORE websites.

#### Future Developments:

From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future, we will post the policy changes to our Website to notify you of these changes and provide you with the ability to opt out of these new uses. If you are concerned about how your information is used, you should check back at our Website periodically. We will only use data collected after a policy has changed for the new purposes.

#### Data Integrity:

Personally identifiable information will be kept in active files or systems as long as needed to meet the purposes for which it was collected or as required to perform the contractual relationship with the Member and their up-line, and the commercial relationship with the Customer.

CORE will make reasonable efforts to ensure that the information is accurate and complete.

#### Third Party Links:

CORE may from time to time provide on its Website links to other websites. Those websites are not controlled by CORE and we are not responsible for any content contained on any such website. While we try to link only to sites that share our high standards and respect for privacy, CORE is not responsible for the privacy practices employed, or not employed, by other websites. We recommend that you review the privacy and security policies of each website you visit.

If you have comments or questions about our privacy policy, please contact us at [compliance@nui.social](mailto:compliance@nui.social), or by telephone at (801) 330-7047.

## 2.2.1 – Internet and Other Electronic Media

A Member may not use electronic media or other advertising of CORE or the CORE business opportunity on television, radio, social media, websites, or on any other Internet site without prior written approval from CORE. Compliance with this policy ensures an equal opportunity for all Members to succeed with CORE. Failure to receive prior written approval for electronic media advertising constitutes a material bCORE of these Policies and Procedures. Please send all such requests to the Compliance team at [compliance@nui.social](mailto:compliance@nui.social).

## 2.2.2 – CORE MEDIA POLICY

We all share a great enthusiasm for CORE and the business opportunity that being a CORE Member offers. CORE encourages all Members to share personal experiences regarding CORE services, the business opportunity, and their overall experiences. However, for your protection and the protection of CORE, CORE has established the following policies that are intended to govern your conduct with regard to the use of social media websites in conducting your CORE business:

- CORE Members may choose to create a social media presence for themselves or their business with the understanding that establishment of such a presence is not an endorsement of the content by CORE. In so doing, CORE Members shall clearly identify themselves as a “CORE Member.”
- In using a social media outlet in connection with any CORE activity, CORE Members must conduct themselves in keeping with the Agreement.
- CORE Members must clearly identify themselves as such when interacting with others via any social media outlet.
- CORE Members should not use any CORE trademarks as part of their username/handle, group names, business pages or site names.
- Any claims made regarding CORE products or the business opportunity must be pre-approved by CORE before they are posted. To receive pre-approval, please contact the Compliance Department.
- CORE Members shall not post derogatory or negative comments about other persons, companies, or products of other companies.
- CORE Members shall at all times comply with the terms and conditions of usage for any social media sites or services used.
- CORE Members agree to indemnify CORE for any costs or damages it may incur from any legal proceedings that arise from the CORE Member’s deliberate or negligent improper use of social media sites or services.
- A CORE Member shall, upon request of CORE, remove any material deemed by CORE to be in bCORE of this policy.

### 2.2.3 – CORE Terms of Use

PLEASE READ THESE TERMS (“TERMS”) CAREFULLY BEFORE USING THIS WEB SITE. USING THE CORE WEB SITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE CORE WEB SITE.

#### Site Use:

Unless otherwise specified, the web sites and mobile applications (“Web Sites”) maintained by CORE and its Members and subsidiaries are for your personal use and are for informational purposes only. You may not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, or sell any information obtained from CORE Web Sites without express written permission from CORE. CORE authorizes you to view and download the materials on this Web Sites for your personal, non-commercial use, provided that you retain all copyright and other proprietary notices contained in the original materials or any copies of the materials (“Materials”). You may not modify the Materials on the Web Sites in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose without permission. For purposes of these Terms, any use of these Materials on any other website or networked computer environment for any purpose is prohibited. The materials on the Web Sites are copyrighted and any unauthorized use of any materials on the Web Sites may violate copyright, trademark, and other laws. If you bCORE any of these Terms, your authorization to use the Web Sites automatically terminates and you must immediately destroy any downloaded or printed materials.

#### User Submissions:

Other than personally identifiable information, which is covered under the CORE Online Privacy Policy, any material, information or other communication you transmit or post to the Web Sites (“Communications”) will be considered non-confidential and non-proprietary. CORE will have no obligations to you with respect to the Communications. CORE and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from the Web Sites any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law or CORE policies, terms or conditions.

The testimonials express the views of the author of the testimonial, not necessarily the views of CORE. Message content may or may not have been created by, verified by, or adopted by CORE.

#### No Unlawful or Prohibited Use:

As a condition of your use of the Web Sites, you warrant to CORE that you will not use the Web Sites for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Web Sites in any manner which could damage, disable, overburden, or impair the Web Sites or interfere with any other party’s use and enjoyment of the Web Sites. You may not obtain or attempt to obtain any Materials or information through any means not intentionally

made available or provided for through the Web Sites.

#### Disclaimer:

Materials provided on the Web Sites are provided “as is”, without warranty of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. CORE specifically does not make any warranties or representations as to the accuracy or completeness of the Materials on the Web Sites. CORE may make changes to the Materials on the Web Sites, or to the products and prices described in them, at any time without notice. Information published on the Web Sites may refer to products, programs or services that are intended for use only in a specific country and may not be used or relied upon in any other country. The exclusions above shall apply to fullest extent allowed by any applicable laws, although the exclusion of implied warranties may not apply to you.

In no event will CORE, its suppliers, or third parties mentioned on this Web Site be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of the Web Sites, or any web sites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. If your use of the materials or information from this site results in the need for servicing, repair or correction of equipment or data, you assume all costs thereof. Applicable law may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The Web Sites may contain links and references to third-party web sites. The linked sites are not under the control of CORE, and CORE is not responsible for the content of any linked site or any link contained in a linked site. CORE provides these links only as a convenience, and the inclusion of a link or reference does not imply the endorsement of the linked site by CORE.

If the Web Sites contain bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively, “Forums”), you agree to use the Forums only to send and receive messages and materials that are proper and related to the particular Forum. By way of example and not as a limitation, you agree that when using the Forums, you shall not do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;
- Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless you own or control the rights thereto or have received all consents therefore as may be required by law;
- Upload or attach files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another’s computer;

- Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
- Falsify the origin or source of software or other material contained in a file that is uploaded;
- Advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters, or download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner.

You acknowledge that all Forums and discussion groups are public and not private communications. Further, you acknowledge that chats, postings, conferences, e-mails and other communications by other users are not endorsed by CORE, and that such communications shall not be considered to have been reviewed, screened or approved by CORE. CORE reserves the right to remove, for any reason and without notice, any content of the Forums received from you, including, without limitation, email and bulletin board postings.

#### Termination/Access Restriction:

CORE reserves the right, in its sole discretion, to terminate your access to any or all CORE Web Sites and the related services or any portion thereof at any time, without notice.

#### Modification of the Agreement:

CORE may revise the Agreement at any time by providing an updated Agreement on its website. You should visit this page from time to time to review any amended Agreement because the amended Agreement is binding on you. Certain provisions of the Agreement may be superseded by expressly designated legal notices or terms located on specific pages at the Web Sites.

#### General:

The Agreement is governed by the laws of the State of Utah, U.S.A. You hereby consent to the exclusive jurisdiction and venue of the courts in Utah County, Utah, U.S.A. for all disputes arising out of or relating to the use of the CORE Web Sites or the enforcement or interpretation of the Agreement. Use of the CORE Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and CORE because of this agreement or your use of the CORE Web Sites. CORE's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CORE's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Web Sites or information provided to or gathered by CORE with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire

agreement between you and CORE with respect to the CORE Web Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and CORE with respect to the Web Sites. A printed version of this agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same condition as other business documents and records originally generated and maintained in printed form.

#### Copyright and Trademark Notices:

All contents of the CORE Web Sites are: Copyright © CORE 2016. 3521 N University Ave #225, Provo, UT 84604. CORE. All rights reserved.

#### TRADEMARKS:

CORE, and other words and product names referenced herein are either trademarks or registered trademarks of CORE. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

All rights not expressly granted herein are reserved.

#### 2.2.4 – CORE Text-Direct Service Terms and Conditions

Please reference the CORE Text-Direct Service Terms and Conditions Policy.

#### 2.3 – Proprietary Names and Intellectual Property Rights

A Member may not use CORE's employee names, trademarks, service marks, trade dress or trade names, domain names, logos, CORE media or public relations events, or any distinctive phrases or sounds used by CORE to promote the Member's business prior to receiving written permission from CORE. To protect the proprietary rights of CORE, a Member may not obtain through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to the names, domain names, trademarks, logos, or trade names of CORE and its products. As CORE changes or abandons any of its trade names or marks, a Member agrees to also change or abandon such trade names or marks. Should a Member possess or control any CORE intellectual property rights, or come into possession or control of said marks or other property, the Member agrees to assign such intellectual property rights without charge or delay to CORE.

#### 2.4 – Promotional Material.

CORE may allow a Member to use CORE names, logos, or trademarks provided such use is in accordance with the Agreement. All CORE literature, audiotapes, videotapes, Internet website material, and programs are copyrighted by CORE and may be duplicated only by obtaining the prior written consent of CORE. Please send all such requests to the Compliance team at [compliance@NUISOCIAL.com](mailto:compliance@NUISOCIAL.com) for review.

#### 2.5 – Income and Opportunity Claims

In their enthusiasm to enroll prospective Members, some Members are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive as new Members may become disappointed if their results are not as extensive or rapid as the results others have achieved. Moreover, the Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. No unreasonable or misleading claims or intentional misrepresentation of earnings or potential income may be made by a Member. Income guarantees of any kind are prohibited as is the exhibition of actual or copies of Commission checks, earnings statements, bank statements, or tax records. Income representations must be honest, based on fact, and supported by proper documentation. In addition, income representations must include a disclaimer as follows: These earnings representations are not necessarily representative of the earnings, if any, that a CORE Member can or will actually earn through the CORE Compensation Plan. The success of a Member depends on many factors including but not limited to his or her skill set, work effort, and desire to succeed. No earnings are guaranteed and a Member is not guaranteed to CORE a certain compensation level.

## 2.6 – Member Incentive Programs

Members may offer incentive programs to their team and prospective Members of their team; however, Members may not publicly advertise such incentive programs because such advertisements may result in, direct or indirect, cross-sponsoring or other violations of the Agreement.

## 2.7 – Future Growth Claims

A Member shall not imply or assert that additional products or services will be added to the products and services currently offered by CORE, that enhancements to the CORE Compensation Plan are forthcoming, or that specific territories or areas will be opened or added to the CORE business operation unless or until the change or event has been officially announced in writing by CORE.

## 2.8 – Governmental Claims

A Member shall not state, suggest, or imply that the CORE Compensation Plan or its products or business opportunities are approved by any state attorney general, federal, or state government authority or agency, or any other third party.

## 2.9 – Sale or Promotion of Non-CORE Product, Opportunities, or Materials

A Member shall not sell, promote, or advertise non-CORE product, opportunities, or materials that are competitive with CORE product, opportunities or materials, on Internet sites that offer the CORE opportunity or product, or at CORE functions to Members or customers. CORE functions include, but are not limited to conventions, meetings, seminars, teleconferences, webinars or similar events prepared by a Member of CORE for Members, prospective Members, or employees of CORE. Sales and/or recruiting in violation of this provision may constitute unfair competition against CORE and a breach of the Agreement. Such violation is subject to

disciplinary action, up to and including termination of the Member account and other legal actions.

## 2.10 – Repackaging and Relabeling Product

Members may not repackage, re-label, refill, or alter the branding or labeling on any CORE product, information, material, or program in any way. CORE products or services must be sold or advertised in their original state.

## 2.11 – Fairs and Special Events

To enhance the reputation and high caliber of CORE products and services, a Member agrees to not display or advertise CORE products and services at swap meets, flea markets, garage sales, or any other similar events. Upon approval, a Member may display CORE products and/or services in a booth at state or county fairs, trade shows, or exhibits, but may not display competing products and/or services or products and/or services from any other direct-selling company with CORE product.

## 2.12 – Telephone Book and Directory Listings

All listings for telephone publications and/or other directory type services, should read as follows: “CORE Member” followed by the Member’s name, address, and telephone number. A Member may not display advertisements in telephone directories using the CORE name(s), logo(s), image(s), or product name(s), excluding such marks approved specifically for this purpose. A Member listing a toll-free telephone number may not use any CORE name(s), logo(s), or product name(s) for such listing. A Member agrees to not use 900 numbers, surcharge numbers, or other similar toll numbers for the purpose of marketing either the CORE Member opportunity or CORE products and services. A Member may not answer the telephone in any manner that would give callers a reason to believe they have COREed the corporate headquarters or any other CORE company offices or company employee. Specifically, a Member shall NOT answer the telephone by saying “CORE” but shall answer indicating his or her status as a Member or member of CORE. Answering machines and voicemail, emails, faxes and all other forms of communication must also comply with this policy. Members who fail to comply with this policy are subject to disciplinary action as determined by CORE.

## 2.13 – Media Inquiries

In order to ensure accuracy and consistency of information, a Member who receives any inquiry from the press or other media regarding any aspect of CORE and its products and/or services should refer such inquiries to CORE at 385-312-0035.

## 2.14 – Company Recordings

A Member may not, without the prior written approval of CORE, produce for sale or distribution, in personal or business use, any audio, video, or other recording of CORE sponsored events, speeches, employees, or meetings. Neither may a Member produce or make available to others any company recordings without the express written permission of CORE. CORE reserves and

retains all rights to said materials.

## 2.15 – Customer Complaints

A Member must timely report all customer complaints regarding the identity, quality, durability, reliability, safety, effectiveness, or performance of CORE products or devices to the CORE Compliance department by email to [compliance@NUISOCIAL.com](mailto:compliance@NUISOCIAL.com).

## 2.16 – Indemnification

A Member is fully responsible for all of his or her verbal and written statements made regarding CORE products, services, and the Compensation Plan which are not expressly contained in current official CORE materials. Members agree to indemnify CORE and CORE's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgements, civil penalties, refunds, attorney fees, court cost, or lost business incurred by CORE as a result of the Member's unauthorized representations or actions. This provision shall survive the termination of this Agreement.

# Section 3 – Commissions & Bonuses

## 3.1 – Earnings and Beneficial Interest

Members are not permitted to earn commissions on more than one account, nor are Members permitted to have a beneficial interest in more than one account that is earning commissions. A beneficial interest is defined as the right to receive benefits on assets held by another party.

## 3.2 – Commission Payouts

Please refer to the CORE Compensation Plan for details on commission payouts.

### 3.2.1 – Pay Period.

Please reference the CORE Compensation Plan for specifics to commission and bonus calculations as well as payouts, and their respective time-lines.

### 3.2.2 – Unclaimed Commissions and Credits

Unclaimed Commissions are defined as Commissions that have not been paid as a result of a failure on the part of the Member to supply pertinent information to complete a payment. This includes, but is not limited to: failure to supply correct bank account information, Tax ID or any other required personal information; failure to activate CORE wallet accounts or other payout methods; failure to submit appropriate tax documentation to receive payments, such as invoices or other tax documentation. Upon request, CORE will re-issue Unclaimed Commission payments to Members up to 365 days after issue (or earned). After 365 days from issue CORE will re-issue payments, subject to a monthly administration fee of 2% of the Unclaimed Commission per month, with a minimum of \$25 per month, until the payment is reissued or no

balance remains on the account. If the Member is paid by CORE they must activate their wallet within 90 days of commissions being deposited to the account. After this time period, or 365 days, whichever is later, has passed, CORE has the right to withdraw those funds from the account and send the funds to the State of Utah as unclaimed property.

### 3.3 – Ranks & Qualifications

Members should review the CORE Compensation Plan for information on what is required to CORE each rank.

### 3.4 – Bonuses

All Members should refer to the CORE Compensation Plan for full information and explanation on bonuses.

#### 3.4.1

An active Member can earn commission bonuses from the Rank & Share activity of the Members in his or her Team Building Structure, according to the tiers he or she is qualified for. A Member is eligible to receive commission bonuses from all Rank & Share activity from all Free Members he or she has personally enrolled.

#### 3.4.2

All personal Rank & Share activity performed by Members, as well as Free Members, earns NUI Reward Points which can be used in the Redemption Center. 4.4.4 No guarantee of Rank & Share activities CORE cannot and does not represent or warrant that it will provide a certain amount of Rank & Share activities, work, or any amount of commissions or bonuses to or for its Members or Free Members.

#### 3.4.3 – Incentive Trips & Rewards

From time to time, CORE may provide incentive trips and other awards to qualified Members. These awards or trips may be based on qualification and Member performance and are provided only to the persons listed on a qualifying Member's Agreement (not including any account co-applicant), up to air fare for two such persons and hotel accommodations of one room. Incentive trips or awards may not be deferred for future acceptance and have no cash value. No payment or credit will be given to those who cannot or choose not to attend trips or to accept awards.

Although CORE pays some or all of the costs of such incentive trips, the Member agrees to indemnify and hold harmless CORE for any injury, loss or other damage sustained in association with the trip by the Member and/or its guests. The Member cannot make claim upon, or rely upon, any workman's compensation or other insurance policy of CORE to cover the costs and expenses of any injury, loss or other damage to the Member and/or the Member's guests. CORE may be required by law to include the fair market value of any incentive awards, trips, etc. on the Member's end of the year tax report. The Member is liable for applicable taxes and agrees to hold CORE harmless from claims of tax liability relating to these incentive trips and awards. If it is discovered that the Member has made any misrepresentations or has violated any of Policies

and Procedures in becoming eligible for these incentives trips and awards, CORE may charge the Member for any costs incurred by CORE or for any benefits unjustly received by the Member. CORE may deduct these costs from commission payments. CORE reserves the right at its sole and absolute discretion to disallow participation for any reason it deems necessary.

### 3.5 – Redemption Center

The Redemption Center is the program available to Members and Free Members where NUI Rewards Points may be exchanged for gifts. For specific Terms and Conditions referring the Redemption Center, please reference the CORE Redemption Center Terms and Conditions.

## Section 4 – bCORE of Agreement

### 4.1 – Policy Enforcement

CORE endeavors to enforce the Agreement on a uniform and nondiscriminatory basis; however, the failure of CORE to enforce any of the provisions of the Agreement with one Member does not waive the right of CORE to enforce any such provision(s) with that same Member or any other Member.

#### 4.1.1

If a Member account position is inactive for any period of six (6) continuous months CORE reserves the right to refund the annual Member fee and terminate the corresponding account and Team Building Structure position.

### 4.2 – CORE Business Ethics

CORE honors all applicable Federal, state, and local laws and regulations governing good business practices. Members must adhere to the same ethical business practices. A Member agrees to comply with the Agreement, all obligations stated therein, and any applicable state and Federal laws. Any bCORE of violation of the Agreement may be deemed unethical, and grounds for disciplinary action, including termination, to protect CORE, its Members, and the integrity of the CORE. Examples of unethical behavior include, but are not limited to: 1) Cross-Recruiting; 2) Raiding another Member's Team Building Structure; 3) Writing checks on insufficient funds to CORE; 4) Unauthorized use of another person's credit card; 5) Credit card charge-backs; 6) Misrepresenting the CORE applications, products, or services, or CORE Compensation Plan; 7) Engaging in any deceptive or unlawful trade practice or other illegal or unlawful activity; 8) Creating or publishing advertising material without prior Company approval; 9) Any unauthorized use of the CORE names, trade names, domain names, patent information, trademarks, or logos; 10) Manipulating the CORE Compensation Plan; 11) Defaming, making libelous statements or impugning CORE, its applications, products, services, staff executives, vendors, clients, members, or other Members; and 12) any other bCORE of the Agreement.

### 4.3 – Disciplinary Process

Failure to abide by the Agreement may lead to appropriate disciplinary action. After a disciplinary action is complete, CORE, at its discretion, may announce details of such disciplinary action publicly. Although Agreement violations may be dealt with as detailed below in CORE'S sole discretion, this provision shall not be construed as conferring to a Member any rights or entitlement in or to this process. The disciplinary process may involve any one step, or some or all of these steps:

- Informal warning. The Member may be notified verbally or in writing that the Member is in violation of the Agreement.
- Formal warning. A formal written warning may be sent to the offending Member explaining the violation, required corrective action and stating that failure to remedy the stated violation may result in further disciplinary action.
- Probation. A Member may be placed on probation for violating the Agreement. The length and conditions of the probation may vary, depending upon the circumstances, but may include the denial of access to his or her Team Building Structure, Lists, the virtual office, any CORE websites or other restrictions.
- Suspension. Suspension is the temporary withdrawal of an Member's license to act as an Member. A Member and their CORE account may be suspended for serious violations or bCOREEs of the Agreement, and a suspension may last for a period of days or months, depending on each circumstance. Members may also be suspended during investigation of potential violations or bCOREEs of the agreement. In the event of a suspension, a suspension letter will be sent to the Member. This notice will list actions the Member must take in order for CORE to revoke the suspension, or the issues being investigated. These actions may include the immediate cessation of all violations; the submission of a written statement to CORE responding to the suspension; and such other action as may be necessary or requested by CORE. A Member who fails to respond to a suspension letter may be terminated. A Member may appeal a suspension in writing within the time period outlined in the suspension letter. Suspended Members are not eligible to receive compensation, earned or otherwise, from CORE or participate in any CORE functions, events, or programs. CORE reserves the right to withhold compensation until the disciplinary process has been completed to CORE's satisfaction. A suspended Member will not qualify in the CORE Compensation Plan during their term of suspension, nor will they be eligible for any kind of recognition. CORE may, at its absolute discretion, qualify a CORE Member during the suspension and retain all the earned Commissions to offset Member-caused damages to CORE. Additional administrative processing fees may also be assessed.
- Termination. When a decision is made to protect CORE and other Members and/or customers by terminating a Member for cause, CORE will send notification of the date of termination by mail to the terminated Member at the most recent address on file. Upon termination, the Member shall immediately cease all Member activities and return all Lists to CORE.

#### 4.4 – Disciplinary Termination

A Member may be terminated at any time by CORE for cause. A Member agrees that CORE has the right to take quick and decisive action in limiting or terminating a Member that is found in violation of the Agreement or any state or federal laws, statutes, and/or regulations that pertain to CORE. CORE also reserves the right to pursue reasonable legal recourse for any such violations, as well as reimbursement from the Member for any expenses arising from the violation, including court costs and attorneys' fees. Any Member who is terminated under this clause must perform the acts described in the Agreement regarding the surrender or destruction of any and all Lists and/or other intellectual property owned by CORE. The confidentiality terms in the Agreement survive an Member's termination.

#### 4.5 – Appeal of Termination

A Member who has been terminated involuntarily may appeal the termination by submitting a written explanation, including any extenuating or mitigating circumstances. The Member must submit the written appeal within the time period specified in the termination letter, but no later than ten (10) calendar days following the date of termination. CORE will review any timely appeal and notify the Member of its decision. If the appeal is not received within the specified time period, the termination will be final. Appeals of termination may be submitted to the Compliance team at [compliance@nui.social](mailto:compliance@nui.social).

##### 4.5.1

CORE reserves the right to enforce any additional policies in regards to violation of the Agreement.

#### 4.6 – Termination Results

Whether a Member of CORE is terminated through voluntary resignation or through involuntary termination by CORE, that Member's licenses, rights, and privileges are revoked, and the Member is no longer entitled to sell CORE services or products, to enroll other prospective Members, represent himself/herself as a Member or member of CORE, or to receive Commission payments. Any Bonus Rollover amounts on a terminated account may be converted to account credits at the time of termination. In addition, a terminated Member loses all rights to the existing Team Building Structure and is no longer entitled to receive Commissions, awards, or any compensation or recognition whatsoever, already earned or otherwise, from CORE, nor is the Member entitled to any other claim for indemnification with regard to the loss of his or her customer base or any investments made. A Member also forfeits any rights to Lists. A terminated Member must immediately return all existing Lists to CORE including all other documents and materials made available to him or her. Involuntarily terminated CORE Member positions are the exclusive property of CORE and may remain in the current CORE matrix position to be disposed of in a manner that reflects consideration and serves the best interests of CORE, as well as the interests of any affected Members. A Member who has been terminated for cause may not reapply as a CORE Member for one year following the date of termination.

Under penalties of perjury, by clicking "I Agree," I certify that:

- The information submitted is correct.
- I am not an exempt payee (generally, individuals, sole proprietors are not exempt from backup withholding).
- The IRS has not notified me that I am currently subject to backup withholding.
- I am a U.S. citizen or U.S. resident alien (individual/sole proprietor).
- I consent to the use of electronic records and have read, understand and agree to the Agreement.