

## **NOBLE 8 REVOLUTION POLICIES & PROCEDURES**

We welcome you warmly on behalf of our company as an Independent Business leader (hereinafter referred to as our "IBL"), and wish you every success in your independent business activities.

The present website is provided by the Company as a service, subject to the Policies and Procedures provided below:

The use of the present website and the facilities provided acknowledges the acceptance and understanding of these Policies and Procedures. This Noble 8 Revolution trademark may not be copied or used partially or as a whole without the Company's expressed written consent.

Other trademarks appearing on this website may also be a property of the Company or of other owners and may require their explicit consent prior to their use. Materials provided on the present website are for informational purposes and may be downloaded onto a single computer for personal non-commercial use only, provided that they are not modified in any way, incorporated in other work, or alter or remove any copyright notice of intellectual property.

The above rights are non-exclusive license for use and do not constitute any transfer of rights and/or ownership. The said license may be terminated and/or revoked at any time at the Company's sole discretion.

Regarding the distribution of our products, services, and contact with others, it is of utmost importance to ensure a consistently friendly and secure experience for our clients marked by reliability and fair cooperation with each other, while upholding the law and ethical principles.

We therefore ask you to read the following Ethical rules and are our Policies and Procedures.

Thoroughly read and make these principles your guide in your day-to-day exercise of your activity.

### **ETHICAL RULES FOR DEALING WITH CLIENTS:**

- Our IBLs advise their clients honestly and sincerely, clarifying any misunderstandings about goods, the business opportunity, or other statements made during consulting discussions.
- At the clients' request, the sales conversation can be omitted, postponed, or amicably discontinued once started.
- When contacting a client, the IBL shall inform the client about all aspects of the product/ services (such as purpose, characteristics, or application) and also, if requested, concerning the potential for further sales.
- All information provided about the goods must be comprehensive and truthful.

- An IBL may not make any claims, promises or other indications about potential income and earnings.
  - The client should not be led to purchase the products /services through dubious and/or misleading promises nor by promising special benefits when these are linked to uncertain future outcomes.
  - IBLs may not make any comments with respect to their compensation or the potential remuneration of other IBLs. Furthermore, an IBL may not guarantee payments or otherwise raise expectations.
  - An IBL may not claim that the Noble 8 Revolution Compensation Plan or goods, products / services have been endorsed, approved, or supported by any government and/or agency.
- Ethical rules for dealing with IBL.
- IBLs must always treat each other fairly and respectfully. The same also applies to dealings with Clients/Customers and the global public at large.
  - New IBLs should be informed truthfully about their rights and obligations. No information should be provided concerning potential revenue and earnings opportunities.
  - No verbal assurances may be made regarding the Noble 8 Revolution goods, products and services.
  - IBLs are not allowed to poach IBLs from other companies. Furthermore, IBLs are not allowed to suggest that other IBLs change their sponsor within Noble 8 Revolution.
  - Compliance with the obligations of §§7-10 of the following Policies and Procedures in addition to these Ethical rules is required at all times.

## **ETHICAL RULES FOR DEALING WITH OTHER COMPANIES**

- Noble 8 Revolution IBLs will always be fair and honest in their conduct towards other network marketing companies.
- The systematic recruitment (*poaching*) of partners is not permitted.
- Disparaging, misleading, or unfair comparative statements about the goods, products or services or distribution systems of other companies is prohibited.

Having introduced our Company's basic Ethical rules, we would now like you to become familiar with the Noble 8 Revolution Policies and Procedures.

### **§1 Scope of validity**

(1) The following Policies and Procedures are an integral part of every sales partnership agreement between the Company, represented by its Managing Director(s) and the independent, self-employed IBL

(2) The Company provides its services solely on the basis of these Policies and Procedures.

## **§2 Subject of the Policies and Procedures, Product packages and additional services**

(1) The Company is a network marketing company, exclusively providing to its members, educational courses and related to them additional products and services, including products and services provided by Third Party Vendors.

## **§3 General prerequisites**

(1) Business Services may only be provided to legal entities, partnerships or individuals provided that they or their managers are entrepreneurs and are at least 18 years of age .

(2) Any and all online forms and other Company's official documents, placed on the Noble 8 Revolution website constitute an integral part of the present Policies and Procedures.

(3) Any changes to the IBLs' personal data must be made immediately in the designated section of the Company's back office.

(4) The Company reserves the right to refuse applications at its discretion, without any need to provide cause.

(5) In the event of a breach of any obligation stipulated in §1 to §2 and §4 (2)

The Company shall be entitled to terminate the provision of services under the present Policies and Procedures without notice and, if deemed necessary, demand the return of any bonuses that have already been paid out. In addition, the Company expressly reserves for such cases the right to seek further redress for damages.

## **§4 The status of IBLs as entrepreneurs**

(1) In this business relationship, the IBLs are acting as independent, autonomous entrepreneurs. They are not and can't be treated as employees, sales representatives, or brokers of the Company. There are no requirements as to revenues, sales, minimum deliveries, etc. IBLs are not subject to any instructions from the Company, with the exception of their contractual obligations, and they bear the full entrepreneurial risks of their business activity, including the obligation to pay all their business costs and the wages of their employees, if any. The IBLs shall set up and operate their businesses in accordance with sound business principles, including the operation of their own offices or other workplaces appropriate for the conduct of business.

(2) As independent entrepreneurs, IBLs are personally responsible for compliance with the relevant legal provisions, including taxation in their appropriate jurisdiction.

(3) The Company would like to point out expressly that the IBLs success depends entirely on their personal commitment, abilities, and effort. Furthermore, the Company does not guarantee or warrant any specific level of remuneration or other income from the mere participation in Noble 8 Revolution and also does not provide a package of services that would result in such guaranteed remuneration.

## **§5 Notice concerning the voluntary right of revocation**

IBLs are registering in Noble 8 Revolution as an entrepreneur and not as clients and therefore do not have the statutory right to revoke the IBL Agreement. Nevertheless, IBLs are granted on a voluntarily basis the right to terminate his/her business relations with the Company and rescind the IBL Agreement within two weeks, from the date the application is submitted, according to the present Policies and Procedures

## **VOLUNTARY RIGHT OF CANCELATION**

IBLs can revoke his/her IBL Agreement by providing written notice (by letter or email) within two weeks without any need to provide cause. The two-week period begins once the IMBL submits his/her application. The deadline is considered met if the notice has been sent by the deadlines, as evidenced by the date of the postmark or email.

## **CONSEQUENCES OF CANCELATION**

If the IBL terminates his/her business relations with the Company and the IBL Agreement is canceled, any benefits, payments, and/or services received by either party must be returned according the refund and cancellation policy stated under § 16 (8) and (9) to the other, together with any benefits derived from the same. At this time, we expressly indicate that the services are considered to have been used once the IBL has accessed the services electronically. If IBL cannot return the services received either in full or in part or can only return them in a condition worse than that in which they were received, the IBL must reimburse for the loss in value. All payment refunds must be made within 30 days. For the IBL, the period begins when the IBL sends his/her revocation notice, and for the Company upon receipt of the same.

An IBL may re-register with Noble 8 Revolution provided that said cancelation was more than 6 months earlier and that the IBL has not since performed any activities for Noble 8 Revolution in the interim.

## **§6 Administrative, Support, and Handling Charges / Delivery of Products**

(1) By applying for and being approved, IBLs obtain the right to use the back office provided to them. This is a simple, non-transferable right to use the specific web-based back office. IBLs have no right to modify, edit, or otherwise reorganize the back office nor may they grant sub licenses to the same.

(2) The IBL agrees that the ownership over the educational course/package purchased, together with all supplied to it accessories and/or supplement products transfers to him upon the activation of the educational packages available for use at his/her personal back-office space provided. The said means that the risk of loss and title for such items pass to the IBL at

the time they become available for him/her and the IBL hereby confirms that he/she will be considered as having broken the seal (*started using the product*) of the products by logging in to his/her Noble 8 Revolution back-office space and/or accessing the product storage of his/her back office.

(3) The IBL hereby agrees that he/she understands and accepts that the company is not liable for any delivery delay or loss of product or subsequent losses resulting from such delays if not caused with negligence by the Company.

(4) For any product / service that is to be provided to the IBL in an electronic format, he/she agrees that delivery of such product shall be deemed to have occurred at the time the purchased product / service is available for usage and/or viewing at the Noble 8 Revolution website.

(5) Activation codes for the Life Mastery Academy Educational Packages are technical codes that can be used to a limited extent only due to the constant technical development. For this reason, during the purchase process of this Life Mastery Academy Educational Packages activation code, the IBLs can redeem the activation code for making use of the Educational Packages and the contained services therein only within six months. The period for redeeming the code starts at the day that follows the transmission of the activation code. By accepting the present P&Ps and utilizing the products purchased, IBLs declare to agree with the fact and recognize it as being a contract component, that the activation code for the Life Mastery Academy Educational Packages IBLs have purchased must be redeemed within a six-months-period after transmission, and that the activation code in case of non-redemption within the six-month-period will lapse.

#### **§7 IBLs' marketing and other general obligations**

(1) IBLs are obligated to protect their personal passwords and user names from third parties. The Company bears no responsibility for any actions undertaken by a person other than the IBL using his/her user name and password. Should an IBL willingly provide their user ID and/or password to an unauthorized under the Company's P&P person/party the relevant profiles/accounts will be suspended and/ or terminated.

Each IBL can own only one personal account.

Noble 8 Revolution takes no responsibility for multiple identity behind a single account registration. The company recognize only one account per one approved submission and approval, meaning a single account represent one sole physical owner.

Each IBL can own only one personal account. This however does not prevent/impede the IBL to administer additional accounts, of other IBLs, as long as the administration is performed according to the Company's P&P and all other and relevant regulations and internal to the company rules applicable. IBLs are prohibited from harming the rights of or harassing the

Company, its other partners, its affiliated companies, or other third parties in the course of their activities; they are prohibited from violating any other applicable laws. Furthermore, IBLs are not permitted to make false or misleading statements about the Company's products/services or Noble 8 Revolution. In the course of their sales activities and structural work, IBLs will only make such statements about the goods offered by and the Noble 8 Revolution sales system as correspond to the content of Noble 8 Revolution's marketing and informational materials. Further misconduct or the bonus of illegal activities, such as the use of unauthorized or unfair advertising practices (such as misleading statements) is prohibited.

(2) IBLs may not disclose any information about their income or the earning opportunities provided by their participation in Noble 8 Revolution in any of their promotional materials. IBLs are instead expressly required to inform potential partnership applicants that only very few partners can achieve higher incomes with their Noble 8 Revolution activities and that such incomes are only possible through very intensive, continuous effort.

(3) IBLs may use, produce or disseminate their own sales documents, websites, product brochures, promotion videos, or other self-generated online or offline media and advertising materials only in accordance with the contractual requirements and current legislation. In addition, they are allowed to only work with the official Noble 8 Revolution advertising claims. The aforementioned also applies to advertising Noble 8 Revolution system and products on their own or external websites. In the event that IBL promotes the Noble 8 Revolution system and products in other online media such as social networks (e.g. Facebook), blogs or chat rooms, they must always only use official and approved advertising messages. Furthermore, when using other online media, IBL must explicitly indicate that it is not an official Noble 8 Revolution advertisement or online presence of the Company, but independently developed by the IBLs advertising of their activity.

(4) Noble 8 Revolution system and products may be presented face-to-face at home-based parties or other events, online parties, webinars or other online presentations, only in compliance with the Company's advertising policies and in compliance with the relevant Copyright legislation. The IBLs agree and accept that it is expressly indicated hereto, that the Company is not responsible and cannot be held liable for any advertising materials disseminated by the IBLs and any established violations of the Ethical Rules, the present Policies and Procedures and all other legally related official documents, shall be subject of sanctions, including immediate suspension of the IBL's account pending a full review.

(5) The products/services may not be offered at auctions, public or private online flea markets, swap networks, online department stores, online markets such as eBay, Amazon or comparable venues. Advertising in electronic media and mass media is only conditionally allowed. IBLs may advertise the Noble 8 Revolution system and products and services on TV, cable TV, radio, newspapers, email or other forms of electronic media or mass media only with

the Company's prior written consent. Said consent may be withheld by the Company at any time and at its sole discretion.

(6) IBLs are required to identify themselves as Independent Business Leaders in all of their business dealings. As a rule, all websites, stationery, business cards, car labels, advertisements, promotional materials and the like shall include the words Independent Business Leader of Noble 8 Revolution IBLs are also prohibited from applying for or taking out loans, incurring expenses, making commitments, opening bank accounts or entering into any other contracts on behalf of, in the interest of or in the name of the Company.

(7) All travel costs, expenses, office expenses, telephone charges and other expenses for advertising materials are the IBLs' responsibility.

(8) In the course of their business activities, IBLs are not authorized to make negative, disparaging or otherwise unlawful comments or assessments about competing or other third-party companies, brands, logos or other trademarks.

(9) All presentations, advertising materials, training and film materials etc. (including photographs) used in and for the purposes of Noble 8 Revolution are protected by copyright. IBLs may not copy, distribute, disclose, or otherwise modify the content either in whole or in part in any way that goes beyond the usage already granted contractually without the express written consent of the official owners of those trademarks.

(10) The use (or modification) of the Noble 8 Revolution and other registered labels, registered trademarks, product names, titles of works or trade names beyond the scope of the advertising materials and other official documents already provided requires the express written consent of the Company, which it may grant or withhold solely at its discretion. IBLs are further prohibited from registering their own trademarks, titles, websites or other intellectual property rights that contain the Company's logo, the Noble 8 Revolution logo, trademark, product names, titles, or trade names of the Company in any other country. The aforementioned prohibition applies to both identical and similar signs and the use of the aforementioned character in subdomains or other subcategories of the URL. The repackaging and relabeling of Noble 8 Revolution products is also prohibited.

(11) IBLs are not allowed to respond to press enquiries concerning the Company, Noble 8 Revolution system, its services, its marketing plan, or any other matter related to the Company, its activity and other services. The IBL is obliged to immediately forward all press enquiries to the Company. In addition, IBLs will only make public statements (such as on television, radio or online forums) concerning THE COMPANY, its range of products, and the Noble 8 Revolution sales system after obtaining the written consent of THE COMPANY. At this time, it is expressly hereby stated that any media or other public statements of IBLs are not and will not be considered as official statements about Noble 8 Revolution system or Company's products or services.

(12) The IBL will notify the Company of the location, time and content of promotional events designed to appeal to the general public in advance of issuing invitations to such events. The Company may at its sole discretion require changes or even the cancellation of such events

(13) Inquiries or complaints of any kind concerning the goods, service, or the compensation system are to be forwarded immediately to the Company.

(14) IBLs may only market Noble 8 Revolution system and services or recruit new IBLs in those states and countries officially authorized by the Company.

(15) IBLs are always prohibited from selling their own marketing and/or sales documents to other IBLs or from otherwise distributing them.

(16) The use of premium rate telephone numbers to market Noble 8 Revolution is prohibited.

(17) IBLs must notify the Company immediately and truthfully of any violations of the P&Ps and the Noble 8 Revolution Ethical Rules or of any other provisions of the Company.

(18) IBLs are allowed to acquire goods for their personal use or that of their family members or for further resale. Under no circumstances should IBLs initiate the purchase of products in large quantities for their own, any family member's or other IBLs consumption, which inappropriately exceed the normal requirements within a household.

(19) IBLs are strictly prohibited from making any contact with Noble 8 Revolution vendors, suppliers, consultants, staff, or employees.

(20) In addition, IBLs are prohibited from sending unsolicited (spam) advertising emails, faxes or SMS messages.

## **ANTI-SPAM POLICY**

The abuse and misuse of email by an IBL is a serious problem. The Company will not tolerate SPAM.

Definition of UCE (Unsolicited Commercial email), or SPAM:

- The bulk UCE, promotional material, or other forms of solicitation sent via email that advertise any IP address belonging to the Company or any URL (domain) that is linked to [www.noble8revolution.com](http://www.noble8revolution.com) and/or other web sites owned or operated by The Company.
- The use of web pages set up on ISPs (Internet Service Providers) that allow SPAM (also known as "ghost sites") that directly or indirectly reference clients to domains or IP addresses linked to [www.noble8revolution.com](http://www.noble8revolution.com) and / or other web sites owned or operated by the Company.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to facilitate a means to SPAM.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the true origin of the message.



### Repercussions of SPAM:

Across the Web, it is generally accepted that SPAM is an inconsiderate and improper business practice. SPAM is not only harmful because of its negative impact on client's attitudes toward the Company, but it can also overload the Company, resources and other services.

Our Providers:

Since it is unsolicited, users who receive SPAM often become angry and send complaints to our service providers. It can cause negative client attitudes and drain resources. The Company strives to maintain favorable business relationships in the Web community and obviously will not allow any practice that threatens these relationships.

Consequences for use of SPAM:

The Company reserves the right to terminate, without warning, any IBL that violates this policy. Usage of the Noble 8 Revolution system and services constitutes acceptance and understanding of this policy. The Company reserves the right to decide what it considers "SPAM", "UCE", "mail bombing", or "bulk email", and to determine from all of the evidence whether or not the email recipients were from an "opt-in" email list.

If an IBL or an IBL's Web site is mentioned in a SPAM complaint, said IBL may be subject to immediate termination.

The Company will not allow the actions of a spammer to compromise the Noble 8 Revolution IBL community. The following actions against a violating IBL shall be applicable:

- Termination of position and Web site immediately without a refund of any kind
- Forfeit use of all services and products of the Company
- The violating IBL exposes himself/herself to all civil and criminal liabilities in the jurisdictions applicable.

The Company reserves the right to determine what violates its ANTI-SPAM POLICY.

This ANTI-SPAM POLICY and all other Company's policies are from time to time subject to change without notice. Continued usage of the services after a change to this policy is implemented and posted on the Noble 8 Revolution website constitutes an IBL's acceptance of such change or policy.

The Company encourages all IBLs to regularly review and check the [www.noble8revolution.com](http://www.noble8revolution.com) site for any changes or additions.

Furthermore, the use of false headers in emails or falsifying, forging or altering the origin of any email in connection with the Company; Noble 8 revolution system and/or products is strictly prohibited.

If a person or entity indicates that they do not want to receive email, IBL agree not to send email to such person or entity. If a person initially agrees to receive email, but later asks to stop receiving email, IBL must abide by that request.

The Company also prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service or otherwise.

### **§8 Non-Competition Clause / Poaching / Sale of third-party services/ Conflict of interests**

(1) IBLs are allowed to sell goods and/or services for other companies, including network marketing companies, to the extent that such are not competitors of the Company. If IBLs are simultaneously active for several companies or network marketing companies, they agree to organize their business activities (along with their respective downlines) in such a way as to avoid any connection or mixing of their activities for these other companies with their activities for Noble 8 Revolution. In particular, IBLs may not offer products other than Noble 8 Revolution products at the same time, in the same place or in the immediate vicinity or on the same website, Facebook page or other social media/online platform.

(2) IBLs are also prohibited from recruiting other Noble 8 Revolution IBLs for the sale of other Company's products.

(3) IBLs are also prohibited from violating - by entering into another contract – the rights of other IBLs or other sales contracts concluded with further companies and the clauses of which are still valid.

### **§9 Confidentiality**

IBLs shall observe strict confidentiality regarding business and trade secrets of the Company and its structure. In particular, the trade secrets include information on downline activities and the information contained therein as well as data about third parties, partners of the Company or other IBLs. This obligation shall remain in effect even after the termination of the relationship between the Company and the IBL.

### **§10 Protection of Downline Partners / Crossline Sponsoring /**

#### **Bonus / Commission Manipulation**

(1) Every new IBL recruited by an active IBL to register as an IBL with Noble 8 Revolution system or to sell its products will be assigned to that same recruiting IBL (protection of downline partner) within its downline based on the time and date that the new IBLs' application was paid and received by the Company. If two IBLs claim to have sponsored the same new IBL, the new IBL will be assigned only to that recruiter named in the new partner's initial application.

(2) The Company is entitled to delete all personal data, including the email address of an IBL from the system, if advertising mail, letters or emails are returned marked "moved", "deceased", "rejected", "unknown" etc. and the IBL fails to correct the erroneous data within a reasonable grace period. If the Company incurs any costs for undeliverable advertising items and packages, it is entitled to recover said costs from the registering IBL, provided that they are responsible for such failure to deliver.

(3) In addition, cross-line sponsorship and any attempt to do the same within Noble 8 Revolution system are prohibited. Cross-line sponsoring means the acquisition of a person or a company already an IBL in another Noble 8 Revolution sales line or that has business relations with the Company within the last 12 months. Using the names of spouses, relatives, trade names, corporations, partnerships, trusts, or other third-party names to circumvent this provision is also prohibited.

(4) Bonus/Commission manipulation is prohibited. In particular, this includes the sponsoring of IBLs who are actually not involved in business activities with Noble 8 Revolution (also known as shell vendors), as well as, open or concealed multiple registrations, to the extent that these are prohibited. The use of names of spouses, relatives, trade names, corporations, partnerships, trusts, or other third-party names to circumvent this provision is also prohibited.

(5) IBLs may not attempt to protect any sales territory.

#### **§11 Warnings, Contractual Penalty, Compensation, Indemnity**

(1) The first time IBLs are in breach of the obligations set forth in §7, they shall receive a written warning from the Company with a deadline of maximum 10 days to rectify the breach. IBLs agree to reimburse the Company for all costs incurred by such warnings and, in particular, any lawyers' fees.

(2) It is hereby pointed out that §16(2) herein expressly gives the Company the right to an extraordinary termination of the IBL without warning for any breach of the obligations set forth in §§8, 9 and 10(3) or (4), as well as for a particularly serious breach of the obligations set forth in §7 or any other applicable contractual or other right set forth in the law.

Notwithstanding the right to immediate extraordinary termination without notice set forth in §16(2), if the above-mentioned breaches of obligations occur, the Company reserves the right at its discretion to issue a warning as described in (1) above before any such extraordinary termination, even if this warning stipulates a shorter grace period for remedial action.

(3) The contractual penalty notwithstanding, the IBL is also liable for any and all damages incurred by the Company through the breach of obligations as set forth in §§7-9 and §10 (3) and (4), unless the IBL is not responsible for the same.

(5) Upon first request, the IBL shall indemnify the Company against any and all claims by third parties arising from the IBL's breach of obligations set forth in §§7-9 and §10 (3) and (4) or any other violation of applicable laws. In particular, IBLs agree to cover all costs, especially attorney's fees, court costs and damages incurred by the Company in addressing such matters.

## **§12 Adjustment of Prices**

The Company reserves the right, particularly taking into account any changing market conditions, to change the licensing structure and/or the prices to be paid by IBLs. Likewise, the Company reserves the right to change, and, in particular, increase, the shares in bonuses associated with its services, the compensation plan and usage fees at the beginning of each new billing period. IBLs will be given a reasonable advance notice of such changes. Price increases of more than 5% or changes to the compensation plan to the detriment of the IBL are grounds for the IBL to object to the change. Should IBLs not object to the changed conditions within one month after their announcement, the changed terms shall become an integral part of the present P&Ps. There is no requirement to notify the IBL of any changes that are known at the time of submission the application and such changes do not constitute grounds for future rejection of the same by the IBLs. If IBLs object to any change in these P&Ps, the Company is entitled to terminate the IBL Agreement as of the date on which the modified or amended P&P would come into effect.

## **§13 Payment Methods**

The Company accepts the following payment methods for the purchase of goods/products/services:

- Debit and credit cards
- Electronic transfer of Cryptocurrency

The Company warrants that the above stated list of payment methods may be modified from time to time.

## **§14 Remuneration / Payment terms / Bonus / Commission Payment Methods / Prohibition on the Assignment of Payments**

(1) As compensation for their activity and upon reaching the required qualifications, IBLs will receive bonuses which are according to the respective qualification requirements in the Noble 8 Compensation Plan. IBLs will examine the statements and notify the Company of any objections immediately. All claims for bonuses are based on the applicable Noble 8 Compensation Plan available to IBLs at any time in their back office.

(2) The Company reserves the right to require IBLs prove their identity before any bonuses are paid for the first time or services delivered. The Company may at its discretion require that the IBL's identity be proved within 5 working days with a copy of their personal ID or passport, potentially in conjunction with a recent electricity, gas water or other utility statement.

(3) IBLs will provide the Company with their social security and/or tax ID information for tax reporting purposes.

(4) Bonuses and charges for the delivery of services of IBLs may only be paid to accounts held in their name or that of a partnership or legal entity in business relationship with unless otherwise expressly agreed.

(5) The Company is entitled to assert its right of retention in accordance with the law. In addition, the Company may exercise its retention right by withholding the payment of bonuses if any of the documents required by law have not been provided upon request before the first payment is due. If the Company exercises its right to withhold bonus payments, the parties hereby agree that the IBL shall not demand interest on the amount payable.

(6) If IBL lose their qualified IBL status, they forfeit all claims to bonuses from the time said status is lost. It is of course possible for the IBL to regain the respective qualification in the future again, but without reactivation of previous bonus claims.

(7) The Company is entitled to fully or partially offset its claims against IBLs against their bonus claims. IBLs are only entitled to offsets when counterclaims are undisputed or have been established by a court of law.

(8) IBLs may not assign or pledge claims arising from the IBLs agreements unless ordered by a court of law. The IBL Agreement may not be encumbered with the rights of third parties, unless ordered by a court of law.

(9) The Company must be notified in writing within five (5) working days (as of the date of the payment) of any incorrect bonuses or other payments. After this time, the bonuses or other payments shall be deemed as accepted and approved.

#### **§15 Blocking of the IBL**

(1) Should IBLs fail to provide all of the necessary documents within 30 days of registration and acknowledgment of the requirements for the payment of bonuses, the said IBL shall be temporarily suspended until such time as the documents required by law are provided. The same applies if the IBL fails to comply with the deadline set forth in § 14 (2), is in breach of § 14 (3) until such breaches are rectified, or if the IBL fails to pay the payable fees. The suspension period does not give the IBL the right to an extraordinary termination and does not create grounds for a refund of any initial orders and starting packages already paid or for a claim for damages, unless the IBL is not responsible for the situation leading to the suspension.

(2) Claims for bonuses that cannot be paid for the aforementioned reasons will be posted as accrued liabilities in the Company's bookkeeping system and will expire no later than the statutory limitation deadlines.

(3) In each instance where a warning is necessary, the Company is entitled to reimbursement of the necessary costs for the warning.

(4) Irrespective of the reasons for suspensions mentioned in § 15 (1), the Company reserves the right to block the IBLs' access without observing the notice period if the IBL is in breach of the obligations mentioned in §§7-9 and §10 (3) and (4) if the IBL violates any other applicable laws, or, alternatively, if there is an important reason, and if the IBL does not remedy the

corresponding breach of obligations despite receiving an appropriate warning within the extension period specified in §5 or the breach of obligations entitles the Company to an extraordinary termination.

#### **§16 Duration and termination of the IBL Agreement, Consequences of termination / Refunds / Return**

(1) The IBL Agreement (forming inseparable part of one document and entire agreement between the Company and its IBLs, together with the present P&Ps and the Noble 8 Compensation Plan) is concluded for an indefinite period and may be terminated by both parties at any time, even within the contractual period, with one month's notice prior to the end of the next calendar month.

(2) Notwithstanding the cause for termination according to (1) above, the Company reserves the right to terminate for good cause. Such important reasons especially include the breach of any of the obligations set forth in §7, if the IBL fails to remedy the same in a timely manner as set forth in §11(1), or if, after such remedy, the IBL is once again in breach of the same or a similar duty. For any breach of the obligations set forth in §§8, 9 and 10 (3) and (4), 18 (4) or 19 as well as any particularly severe breach of the obligations set forth in §7 or any other applicable contractual or statutory law, the Company is entitled to an extraordinary termination of the IBL Agreement without prior notice. In addition, either party is entitled to extraordinary termination of the IBL Agreement if insolvency proceedings are instituted against the other party or if such proceedings were rejected due to a lack of assets or if the other party is otherwise insolvent or has submitted an affidavit of insolvency in response to an attempt to enforce a judgment by writ. The right to extraordinary termination shall not affect any other claims.

(3) Domains that include the name of the Company, "Noble 8 Revolution" or any other brand, business name, or product name owned by the Company or its business partners may no longer be used by the IBL after the IBL Agreement is terminated.

(4) An early termination of an IBL Agreement with a minimum term does not entitle the IBL to any refund of any payments, unless the IBL has exercised the right to extraordinary termination due to an important reason.

(6) An IBL may re-register with Noble 8 revolution after canceling their previous IBL Agreement again, provided that said cancellation and confirmation of cancellation by the Company were at least more than 6 months earlier and that the terminating IBL has not since performed any activities for Noble 8 revolution in the interim.

(7) Once the IBL Agreement is terminated, IBL have no further right to bonus payments and especially no right to sales agent indemnification payment claims, since IBLs are not sales agents.

#### (8) Returns, Refunds

The IBL may return purchased Noble 8 Revolution products in the following circumstances (excluding personalized or customized items):

- The purchased educational package may only be refunded to the IBL in case he/she has not logged in for the period of 14 (fourteen) days from the date of submission the application, unless there is a mandatory term, stated by the applicable law. No refunds will be made after the IBL has logged in to his/her account. By logging into his/her Noble 8 revolution account it is considered that the IBL is accepting the Noble 8 revolution P&Ps and no refunds of his payment shall be made.
- The IBL has the right to terminate his/her business relations with the Company and withdraw from the IBL Agreement only if he/she has not logged in to his/her account, started using the platform and gained access to the product.

The Company will process the return promptly upon verifying that the IBL is eligible for a refund. In most cases, the IBL should expect to receive the refund within 30 working days of receipt of the termination notification by the Company.

The IBL hereby confirms that he/she understands that the Company's return policy will NOT cover situations where the IBL has already received commission payouts, or other benefits, as a result of using the Noble 8 Revolution's products/goods and/or services.

#### (9) Cancellations

All refund requests must be made within 14 days of submission the application. The return request will deactivate the initial order instructions and it will delete the IBL's unique identification (user name) for the Product Package. This cancellation policy is designed to protect the Life Mastery Academy training and education material because it is proprietary intellectual property. The IBL's activation and position in the compensation system will be cancelled. Any commissions paid to returnee will be deducted from the refund amount.

Submit cancellations at support and please provide IBLs username, payment proof and date of purchase.

(10) Should an IBL claim services from the Company outside the scope of these P&Ps and of the IBL Agreement, these services will remain unaffected after the termination of said IBL Agreement, unless the IBL expressly requests their discontinuation in their termination notice. Should the IBL receive services from the Company after the termination of the IBL Agreement, they will be treated as a normal client.

## **§17 Disclaimer**

(1) The Company is only liable for damage other than injury to life, limb or health if the damage results from intentional or grossly negligent acts or a culpable violation of essential contractual obligations (e.g. the payment of bonuses) by the Company, its employees or agents. This also applies to damages resulting from the breach of obligations in contract negotiations as well as in the event of torts. Any further liability for damages is excluded.

(2) Any liability for damage other than injury to life, limb or health or that caused by intentional or grossly negligent acts of the Company, its employees or agents is limited to those damages that would be typically foreseeable at the time of conclusion of the IBL Agreement and also to the average amounts as would be typical for contracts of this sort. This also applies to indirect damages, including, in particular, loss of profits.

(3) The Company disclaims any liability for damage of any kind caused by data losses on computer servers, unless such losses are caused by gross negligence or intentional actions of the Company, its employees or agents. The Company treats any content stored on the servers by IBLs as third-party content in accordance with all relevant and applicable data protection legislation. The Company is not liable for any wrong data and/or information submitted by the IBL in the application. The Company is not responsible if incorrect usernames have been provided by IBLs.

(4) The Company is furthermore not responsible for any of its Independent Business Leaders (IBLs) claims about income, team building or others. The Company has a ZERO tolerance when comes to unprofessional behavior that can in any way shape or form its business reputation. If an IBL encounters unprofessional behavior he/she must immediately notify the Company so that the appropriate actions against the said are taken timely.

## **§18 Transfer of business operations or the sponsored structure to third parties / Death of the IBL**

(1) The Company can transfer its contractual position at any time to a successor company that will continue the business covered by these P&Ps and the IBL Agreement in the same manner and will fully assume the former company's existing rights and obligations. The Company is entitled to use and uses the services of supporting partnering companies. The above-mentioned companies are aimed to facilitate the provision of the services, including payments; technical and administrative operations of the Company. Those companies are independent separate entities, where the relevant to their place of registration laws shall be applied. The Company is not and shall not be held liable for any activities of those partnering companies, unless any occasional violations of the relevant and applicable legislations are caused by gross negligence or intentional actions of the Company, its employees or agents/partnering companies.



(2) The IBL is entitled to transfer his/her downline structure/position only with the prior written consent of the Company – which is to be given at its sole discretion - and presentation of the purchase and/or transfer the contract with the third party, as well as the presentation of the IBL application of the third party to the Company. The IBL is obliged to notify the Company of the intended transfer of its sales structure in writing. A sale of a IBLs sales structure is only permitted if the business relationship between the IBL and the Company has not yet been terminated. With immediate termination or breach of these P&P, the right of the IBL to sell his/her own sales organization is withheld; similarly, the right to sell is withheld in the event the respective IBL has outstanding payments to the Company.

(3) Should an IBL be registered as a legal entity or a partnership, distribution structure transfers are only permitted if the additional conditions set out in the P&Ps and the IBL Agreement are met.

(4) If a legal entity or partnership is newly registered and an IBL wants to add a new shareholder, this is possible if the previous shareholder(s) who filed the original application remain shareholders. Should a shareholder wish to leave a legal entity or partnership that is registered as an IBL or should they wish to transfer their stake amounting to more than 30% to third parties, this action is permitted with the prior written consent of the Company solely at its discretion and only upon submission of a written request, including copies of the corresponding notarial deeds, which must be in accordance with the provisions of these P&Ps and the IBL agreement. Insofar as an IBL registered as a natural person wishes to transfer his/her position to a legal entity or partnership, this is only possible with the prior consent of the Company solely at its discretion, provided that the IBL agrees to continue to be solely responsible and personally liable to the Company and submits the relevant documents. In those cases, the Company may levy an administrative fee of \$50.00 to process such requests. If this requirement is not met, the Company reserves the right to extraordinary termination of the IBL Agreement.

(5) The IBL agreement shall end at the latest with the death of the IBL. It may be passed on as an inheritance as required by law. As a rule, the heir(s) must sign a new IBL agreement within six months of the previous IBL's death and thus assume the rights and obligations of the deceased IBL. The death must be proven by means of a death certificate. Should there be a will granting the IBL Agreement as part of the deceased's inheritance, a notarized copy of the will must be presented. The six-month period may be extended by a reasonable length of time on an exceptional basis, if it is disproportionately short for the heir(s).

### **§19 Separation / Dissolution**

In the event that a married couple or life partners, a legal entity or partnership registered as IBLs terminate their association internally, there shall still be only one IBL position even after the separation, dissolution or other termination of the above-mentioned association. Those members/ shareholders leaving the legal entity or partnership shall decide internally which member(s)/ shareholder(s) shall continue the IBL Agreement and provide written notice of their decision to the Company. In the event of an internal dispute over the consequences of the separation, divorce, dissolution or other termination with respect to the participation in the Noble 8 Revolution system, the Company reserves the right of extraordinary termination, where such a dispute leads to a dereliction of the IBAs duties, to a violation of these P&Ps, to a violation of the applicable laws or to an unreasonable burden on the downline or up-line.

### **§20 Inclusion of the Compensation Plan**

(1) The Noble 8 Revolution compensation plan and the requirements contained therein are also explicitly part of the P&Ps and the IBL Agreement. The IBL must comply with the provisions contained in the current version of these P&Ps

(2) By submitting an online application to the Company, the IBLs warrant that they have read and understood the compensation plan and accept these documents as integral component of these P&Ps.

(3) The Company shall be entitled to change the Noble 8 Compensation Plan at any time. The Company will announce any general amendments within a reasonable period. The IBL has the right to object to the amendment. In case of an objection the IBL is entitled to terminate the IBL Agreement at the date of entry into force of the modification. In case he/she does not terminate the IBL Agreement within two weeks after the entry into force of the modification, the IBL expressly accepts the modification.

### **§21 Consent to the usage of photographic and audiovisual material**

The IBL grants the Company the right to freely collect and execute photographic and/or audiovisual material containing his/her picture, voice recordings, statements and citations within the scope of his/ her function as an IBL. For this purpose, the IBL explicitly agrees to the publication, usage, duplication and modification of his/her citations, footages or records by signing the IBL application and notice of these P&Ps. The IBL shall be entitled to revoke the aforementioned consent. In case of a revocation, the Company will stop the foregoing usage within a one-month period.

### **§22 Data protection**

(1) In the following, you will find the Company's Data Protection Declaration.

(2) You can visit our website while remaining anonymous. In each case of a website visit, your Internet browser indeed transmits the following data to our web server: date and time of the

website visit, the sender's IP address, the requested resource, http-method and http User Agent header. However, our web server will store these data separately from other data; hence, it is not possible for us to allocate these data to a specific person. Following an anonymous analysis for statistical purposes, these data will be deleted immediately.

(3) The Company uses Cookies for being able to categorize requests and requirements of the interested party. By using cookies, the Company will be enabled to measure the frequency of website visits and the general navigation. Cookies are small text files which are stored on your computer system. Please note that some of these cookies are being transferred from our server to your computer system - these are usually so-called "session-cookies". "Session-cookies" are characterized by the fact, that they will be automatically deleted from your hard drive at the end of the browser session. Other cookies will remain on your computer system, thus enabling us to recognize your computer system during your next visit (so-called persistent cookies). You can, of course, reject cookies at any time, as far as your browser so permits. Please note, that specific functions of this website may eventually not or only be used with restrictions. This happens, if your browser is configured in a way not accepting cookies (of our website).

(4) Personal data will only be collected insofar, as the IBL will voluntarily submit them during the ordering or registration process. The Company will use these transmitted, personal data (e.g. title, name, address, email-address, telephone number, fax number, bank transfer data) without explicit, separate consent in accordance with the regulations of the relevant data protection laws and only for the purpose of IBL Agreement fulfilling.

(5) For the purpose of fulfilling the IBL Agreement, e.g. for the settlement accounting or payment of bonuses, for product or marketing information, the IBL's personal data will be forwarded to third parties, for example the accounting department of an electronic payment platform – to the extent necessary for the fulfillment of the aforementioned, contractual obligations. After complete execution of the IBL Agreement, including full payment of the agreed remunerations, the IBL's data will be deleted. Data, which have to be stored for tax or commercial reasons, will be blocked after implementation of the IBL Agreement, provided that the IBL has not given his/her explicit consent to a further use of his/her personal data.

(6) The IBL shall, at all times, be entitled to request free information about his/her data and that his/her personal data will be amended, blocked or deleted. If the IBL wishes to receive further information concerning the storage of his/her personal data or if the interested party wants the data to be deleted, blocked or amended, he/she can contact Noble 8 Revolution support.

(7) This Data Protection Declaration is accessible and retrievable on the Noble 8 Revolution websites at any time.

### **§23 Limitation period**

Claims arising from this contractual relationship become time-barred after 6 months starting from the time the corresponding claim becomes due and the entitled person knows all the circumstances justifying his/her claim, or if his/her ignorance of the circumstances are due to gross negligence. Statutory provisions mandatorily prescribing a longer limitation period shall remain unaffected.

### **§24 Dispute settlement**

(1) The Parties will act to amicably resolve questions and differences concerning structure, interpretation and effects of these P&Ps and other related to the P&Ps questions or the subject-matter of the latter.

(2) Any dispute related to commercial and inter-companies matters shall be referred to and finally resolved by binding arbitration under the Arbitration Rules of which are deemed to be incorporated by reference into this clause, which shall include specifically:

A. The number of arbitrators shall be three.

B. The language to be used in the arbitral proceedings shall be English. Any documentation not presented in English shall be translated into English at the expense of the party submitting them.

(3) Any disputes between the Company and its IBLs and clients, related to and in relation to these General Terms and Conditions and regarding to its existence, governance, validity or termination, shall be referred to and finally resolved by binding arbitration.

(4) The above under (2) and (3) mentioned does not prevent/restrict/exclude the implementation of any other mandatory rule and/or to bring an action before an ordinary court of the Country where the IBL has his/her/its usual place of residence or where Noble 8 Revolution has suffered any damage arising from and/or in connection with the IBL Agreement and/or the P&Ps.

### **§25 Final provisions**

(1) The Company is entitled to change the Policies and Procedures at any time, where modifications will be announced within a reasonable period. The IBL has the right to object to the amendment. In case of an objection, the IBL is entitled to terminate his/her relations with the Company at the date of entry into force of the modification. In case the IBL continue using the services and does not terminate his/her relations with the Company within two weeks after the entry into force of the modification, the IBL expressly accepts the modification.

(2) Furthermore, modifications and additions to these P&Ps are to be made in writing. This shall also apply to the revocation of the written form requirement.

(3) In case of invalidity or incompleteness of a clause of these P&Ps, the validity of the entire document shall not be affected. Instead of that, the invalid clause shall then be replaced by a

valid one whose economic purpose comes as close as possible to that of the invalid clause.  
The same shall apply when covering a gap requiring regulation.

With the acceptance of the following P&Ps, the IBL declares and agrees that he/she fully understands and accepts the hereto stated rights and obligations, including all relevant and applicable internal rules, together with those described in the IBL Agreement and the Noble 8 Compensation Plan of Noble 8 Revolution.

Version of the Policies and Procedures: 02-08-2018