

AGenYZ

BUSINESS OPERATION RULES FOR PARTNERS

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1. Introduction

These Business Rules for Partners (hereinafter referred to as "Business Rules "and/or" Rules") are set of rules and principles on which the Company's cooperation with the Partner is based, and binding on both parties. The purpose of the Rules is to establish a relationship between AGenYZ and Partners, allows complying with the rights of each Partner, without limiting freedom of action in business.

2. Terms and Definitions

2.1 Business AGenYZ

The personal business of the Partner providing services to the Company, including building and maintaining a network of Partners. The result of such services is an increase in sales of products and services, offered by the Company to Clients and Partners, as well as receiving of income by the Partner.

2.2 Bonus / Bonuses

System of payments (rewards) to Partners for providing services to attract new Customers and Partners, maintaining their long-term interest in the Company and its products, etc. The remuneration is calculated in accordance with the Company's approved regulation.

2.3 Company Documents

Rules, policies and procedures adopted by the Company that regulate the relationship between the Company and Partners, the Company and Clients, Partners and Clients, the latest working versions of which are available for review on the Company's website or provided for review in another way, defined by the Company in relation to each of the Documents (for example, providing individual access).

2.4 Intellectual Property

Trademarks and service marks, brand names, logos, commercial designations, patents, industrial designs, useful models, video and photo images, design of Internet sites, stores, showrooms and other outlets, databases, scientific, literary and artistic works, know-how, trade and production secrets, and other objects recognized as intellectual property of individuals and / or legal entities in accordance with legislation and / or business practice.

2.5. Candidate for Partnership

New Partner from the moment of his/her registration in the Company until the moment of activation of registration in accordance with these Rules.

2.6 Qualification status

The level of the Partner (Partner, Consultant, Manager, Alfa Manager, Alfa 1 star, etc.), established in accordance with the Company's rules and according to which privileges and benefits are granted.

2.7 Client

The buyer who purchased products on the Company's website using the client referral link, provided by the Partner. The Client cannot invite Partners or take advantage of the benefits provided by the Marketing Plan. The Client has access to an accumulative loyalty bonus program provided in accordance with the Company Documents.

2.8 The Company

Legal entity and / or a group of legal entities operating under the AGenYZ brand name.

2.9 Marketing Plan

Company document that defines the basic principles for building a Network of Partners, its structure and interaction; a system of qualification levels of the Partners established by the Company, criteria for achieving qualification level (fulfillment of indicators defined by the Company - financial, quantitative, etc.); a system of rewards, privileges and other benefits from the cooperation of the Partner with the Company.

2.10 International Sponsorship

Attracting Clients and Partners outside the main territory of the Partner's business (main territory). International Sponsorship is permitted only in territories expressly defined by the Company.

2.11 Minimum Volume

The volume of purchases of products established by the Company, the fulfillment of which confirms the registration, maintain its validity and achieved Qualification levels, etc. The minimum volume is expressed in arbitrary units (CV) used by the Company. The minimum volume for each case and the requirements for its achievement are found in the Marketing Plan and other Company Documents.

2.12 Mentor

Partner to other Partners engaged by him/her personally and to the Partners, to whom he/she was appointed/selected by the Company as a Mentor in accordance with the rules of the Company.

2.13 Online

Internet, including any Internet resources, social networks, mobile applications, websites, e-mail, etc.

2.14 Partner

Candidate becomes a Partner after purchasing any of AGenYZ products from his/her Personal Account. Partner may invite other Partners to the Company and receive Bonuses and other Benefits provided in accordance with the Marketing Plan.

2.15 Personal Group

All Partners who are personally mentored by one Partner. The Partner's personal group is the first level in the Network of Partners formed by the Partner.

2.16 AGenYZ Advantages

A system of rewards (monthly and/or one-time pay), benefits, incentives, events, etc., available to the Company's Partners.

2.17 Products

Products, goods, and services originated by the Company or ordered by it under the AGenYZ trademark and/or other trademarks owned by the Company and offered for sale.

2.18 Registration

Entering information about the Partner and / or Client in the Company's database on the basis of the registration form completed by the Partner (Client) and confirmed by the Company.

2.19 Family business

Business with the Company carried out jointly by spouses who are in a registered marriage.

2.20 Network of Partners

All Partners registered in the Company. The Partner network can be divided into groups and/or subgroups (personal groups, levels, generations, etc.) headed by a Mentor for statistical accounting, remuneration calculation, and other Company-defined goals. The division of the Partner Network into groups/subgroups can be carried out according to other principles defined by the Company.

2.21 Partner Services

A range of services for the formation and maintenance of the Network of Partners including, but not limited to the following services: recruiting (inviting) new Clients and Partners for the purpose of purchasing of Company products and/or carrying business with the Company; providing information about the products and motivating the increase of the volume and regularity of purchases; Development of the Network of Partners, including maintenance of their long-term interest in the Company and the opportunities offered by the Company, through business education, other services in accordance with the agreement.

2.22 The Company's Services

A system of training, consultations, use of certain resources that the Company has specially developed for Partners or made them available for Partners. Payment for using such services may be included in the registration fee or charged separately.

2.23 Ethics Committee

Committee created from representatives of the Company and Partners, the main function of which is to consider complaints from Partners, as well as disputes between Partners, and Partners and the Company.

3. General Terms

3.1 Applicable law

These Rules are governed by the laws of the territory of the business, and any disputes arising out of or in connection with the Rules and not settled in the manner prescribed by Section 15 of these Rules shall be resolved in the competent courts.

3.2 Invalidity of certain provisions of the Rules

If any provision of these Rules is found to be illegal, invalid, or for any reason unenforceable, the invalidity of such provision shall not affect the validity of the remaining Rules.

3.3 Amendments and additions of the Rules

The Company reserves the right to amend/make additions to the Rules at any time. The amendment or addition will take effect from the moment it is published on the Company site www.agenyz.com. Amendment and/or addition will be deemed accepted by Partners in case of continuation of purchasing of the products and/or providing the Company's services after entry into force of the amendment and/or addition.

4. Registration. Requirements to the Partner

4.1 Steps of registration

To become a Partner of the Company, you must use the affiliate referral link received by you from another Partner or the Company and accept all the rules and procedures binding on the Partner. You can also, register as Client with the Company, and then declare your wish to become a Partner by changing your status in your personal account (if such functionality is provided) or by contacting the Company at the addresses and phone numbers listed on the Company's website.

4.2 Age requirements, legal capacity, and dispositive legal capacity

To become a Partner and conduct business with the Company, a person must be of legal age and fully legally capable; must not be declared insolvent (bankrupt) and must not be subject to the procedures

established by law to be declared insolvent (bankrupt); must not be prohibited/restricted from performing activities that are the subject of cooperation with the Company.

4.3 Invalid registration

A Partner cannot have two existing (confirmed in accordance with clause 4.7 of the Rules) registrations in the Company at the same time.

4.4 Period of inactivity after the termination of the previous activation

From the moment of termination of the previous registration with the Company as a Partner must pass 6 (six) to 12 (twelve) months. The duration of the inactivity period depends on the Qualification level at the time of termination of the previous registration: Consultant and above - 6 months, Alfa Manager and above - 12 months. The above applies if the previous registration with the Company was not terminated due to violation of the rules and procedures that are mandatory for the Partners.

4.5 Other requirements

Upon registration, the Partner must provide the Company with all the information that it considers mandatory. The Company has the right to request additional information if needed.

4.6 Grounds for refusal of registration

You will not be registered as a Partner unless you comply with the requirements of paragraphs 4.2 - 4.4 of these Rules. The Company reserves the right to refuse the registration without explanation, you will be notified by phone or e-mail, specified by you in the registration form.

4.7. Activation of registration. Registration validity period

The new Partner is considered a candidate for partners and cannot carry out business with the Company and benefit from AGenYZ Business until the registration is activated. To activate registration with the Company, the Partner must purchase the products from the Company in an amount not less than the Minimum Order. If the product has not been purchased by the Partner, its registration is not confirmed (valid). Registration with the Company remains valid on the condition that the products are purchased at the Company in an amount not less than the Minimum Order every 6 (six) months from the date of registration. If the next purchase of the Products has not been made by the Partner, its registration is considered inactive. When the Partner reaches the Qualification level of Alfa Manager and above, its registration remains valid for 12 months from the date of the relevant Qualification status.

5. Family Business

5.1 Business Operation Rules for spouses

Spouses may carry out AGenYZ Business together, under one registration number. Only one of the spouses, chosen by their joint decision, will have to register as a Partner in the Company, and the second one will be added as a second Partner in the Company's database. The Partner has the right to specify only an officially registered spouse as the second Partner. The Partner and the second Partner have equal responsibilities and rights in the AGenYZ business, including receiving bonuses and using the benefits provided by the Company. The accrued bonus is distributed between the Partner and the second Partner by their joint decision, and if there is no agreement on this issue, the Partner and the second Partner are entitled to 50 (fifty) % of the accrued bonus.

5.2 Marriage of registered Partners

In case of marriage of the registered Partners, they independently decide whether to continue to conduct the AGenYZ Business separately from each other or jointly as spouses. In the latter case, Partners must notify the Company of the decision, provide documentary evidence (a copy of the marriage registration certificate), and notify the Company whose registration number will be used and

who will act as the second Partner. Other registration number and the contract of the partnership will be terminated from the date of acceptance of the application by the Company. The Company considers each case individually. Remuneration and other payments accrued under the contract subject to termination for the period up to the date of its termination will be paid to the Partner who was a party to this contract.

5.3 Termination of the Partners marriage

In the event of a divorce between spouses who are jointly involved in the AGenYZ Business, the spouse who is registered with The Company as a second Partner has the right to register with the Company independently under the same Mentor. The Company considers each case individually.

5.4 Transfer of Business to family members and close relatives

A Partner of the Company may transfer his AGenYZ Business to family members or close relatives (spouses, parents, children (including adopted), grandchildren) who are not registered as Partners of the Company by submitting the application to the Company. The Partner who intends to transfer the Business must submit a written application to the Company with a copy of the passport (other identity document and proof of kinship) of his relative and an application from the relative for the transfer of the Business to him. After a thorough review of the submitted documents, as well as the circumstances of the transfer, the Company makes the appropriate decision. The procedure and conditions for the transfer of Business are provided by the Company's Documents. In the case of transfer of the Partner's registration (number) to the relatives, the rights and obligations transfer as well. The Partner who has transferred his/her AGenYZ Business to relatives cannot re-register as a Partner of the Company.

5.5 Transfer of Business in event of Partner incapacity or death

In case of Partner's incapacity or death, AGenYZ Business may be transferred to the Partner's spouse, parents, or children upon their application submitted to the Company no later than 3 (three) months from the effective date of a court decision declaring legal incapacity of the Partner or from the date of death, and with the Company's consent. The Company has the right to deny the transfer of the Business without explanation.

5.6 Transfer of a Personal group in the absence of heirs

In the absence of heirs of Partner or failure to declare within the time limit set by paragraph 5.5 of these Rules by the relatives, his/her registration as a Partner with the Company shall be terminated and his/her Personal Group shall be transferred to his Mentor in accordance with the rules established by the Company.

6. Mentoring. Mentor's Responsibilities

6.1 Mentors main principles, goals, and objectives

Mentor has to actively manage and support the work of the groups, belonging to his/her structure. Mentor has to train his/her Partners since their business is part of the Mentor's business as well. On the one hand, Mentor directly controls the activities of his/her group and on the other — helps his/her subordinate Partners to organize their activities. The Mentor shall make every effort to be in constant contact with his/her subordinate Partners, as he/she is personally responsible for complying with all the provisions of these Rules. If the Mentor is unable to organize and/or manage his/her group, he/she may seek the assistance of the superior Partner.

6.2 Mentor duties in relation to Partners

Mentor undertakes to provide assistance to his/her subordinate Partners and constantly train them on Products, Services and Benefits programs. The Mentor has the right to give instructions to their Partners

by phone or by mail. Mentor must review every innovation of the Company with his/her group to make sure that the Partners understand it correctly.

6.3 Mentor in relation with other Mentors and their structure

The Mentor does not have the right to interfere with the relationships of other Mentors and their subordinate Partners or to invite Partners from other structures to register in his/her structure.

6.4 Understanding of policies and procedures

Mentor provides a uniform understanding and compliance of the provisions, rules, policies, and procedures outlined in the official documents of Company by the Partners of his/her structure, binding on them.

6.5 Registration with the Mentor

The Partner will be registered in the structure of the Mentor, by using the provided affiliate referral link, only after the purchasing of the products in the amount of at least the Minimum order. The Partner will be registered in that structure of the Mentor, in which the first order was made.

The Partner may choose any Mentor if the affiliate referral link was provided by the Company. If the Partner didn't choose a Mentor, then he/she will be registered in the Company first line and must reach the Alfa 3-star qualification level within 6 (six) months from the date of registration. If not, the Partner will be advised to choose a Mentor according to the Company's rules.

The Company has the right to change the conditions and procedures for selecting/appointing a Mentor.

6.6 Transfer of Personal Group

The transfer of a Personal Group in whole or partly from one Mentor to another is prohibited, except in cases described in these Rules and/or other Company Documents.

6.7 Partner transfer to another Mentor

The Partner does not have the right to register again with the same or another Mentor without termination of the current (confirmed) registration with the Company.

The candidate to the Partner may change the Mentor only after the confirmation of the registration as a Partner and according to the rules in the subparagraph 1 of this paragraph.

7. Conduct and Responsibilities

7.1 Compliance with the Law

The Partner undertakes to strictly comply with the legislation of the country in which the business is conducted when conducting AGenYZ business.

7.2 Company Rules and Documents that are mandatory for Partners

The Partner should be guided by the principles defined by the Code of Ethics (Appendix No. 1 to these Rules), the rules binding on the Partner and the procedures outlined in the official Documents of the Company.

7.3 Independent Partner status

The Partner is not an employee, an authorized representative or a trustee of the Company and carries out any activities on his/her behalf and in his/her interest. Partners are therefore not entitled to declare in any way that they are employees, representatives or trustees of the Company on their business cards and other documents used by them, as well as in oral communication.

7.4 Business activities of the Partner

Registration as a Company Partner assumes that the Partner carries out activities that can be considered as an entrepreneurial activity under the law of the country of the business. In this case, registration as an individual entrepreneur and/or legal entity, as well as the calculation and payment of all taxes and

fees due, is Partner's responsibility. The Partner is liable for obligations and expenses related only to the development of his activities. The Company is not liable for the obligations of the Partners, and the Partners are not liable for the obligations of the Company.

7.5 Contract on services rendered

If, after the registration as a Partner, you began to regularly provide the Company with services, you are obliged to register your business activity in the manner prescribed by the law of the country of business and provide the Company with the documents, confirming such registration and sign the Service Agreement with the Company.

7.6 Prohibition of re-signing

The Company's ethics strictly prohibit re-registration as a Partner of the Company if there is a valid registration. If the Company becomes aware that the Partner has re-registered and sponsors potential Partners under this registration number, the Company is entitled to apply the following sanctions:

- * cancel the second registration;
- * merge registrations under the first registration number assigned during registration and move the group and purchases from the second registration number to the first one;
- * suspend the registration of a Mentor who has re-signed a Partner for a period of one to several months (the term is set at the Company's discretion);
- * suspend the re-signed Partner's contract for a period of one to several months (the term is set at the Company's discretion).

7.7 Providing information about AGenYZ Business

The Partner undertakes to always provide full and truthful information about the opportunities and advantages of AGenYZ's Business, as well as about the Company and the products and services sold by The Company.

7.8 Presentation of the Marketing Plan

The Partner must objectively present the potential Partners of the Company with the opportunities and benefits of doing business with AGenYZ within its Marketing Plan. The Partner must provide the candidates with all the information contained in the Business Rules so that he/she can objectively evaluate the Company's activities and the benefits provided by the Company.

The Partner must objectively present the opportunities and benefits of doing business with AGenYZ as part of Its Marketing Plan.

When inviting a candidate to a presentation of AGenYZ and its Marketing Plan, the Partner must explain that:

- * A Partner is an independent entrepreneur;
- * A presentation is an introductory meeting and non-binding;
- * The presentation is not an event to study consumer demand;
- * A presentation is a story about the Company's capabilities and advantages.

Partners can talk about the standard of living they have achieved as a result of successful activities carried out together with AGenYZ (as an example: talk about their tourist trips, cars, real estate, etc.).

During the presentation of the Marketing Plan, it is necessary to emphasize the impossibility of increasing his/her revenues in ways contrary to the provisions of these Rules or other official documents of the Company. The Partner must make it clear to all candidates that their success depends solely on their efforts. At the beginning of the presentation, the Partner is obliged to warn that all examples are provided solely as an illustration of the Marketing Plan. The Partner should not exaggerate the possible income or claim that success is guaranteed. Examples should be provided only to illustrate the use of the

Marketing Plan in the work. The Partner should emphasize that the reference to income is made solely for explanatory purposes.

7.9 Partner and the Media

The Partner is not entitled to give any interviews or comments to the media on the organization of the AGenYZ Business and his cooperation with the Company, to participate in any events conducted by the media, the theme of which may be, inter alia, his cooperation with the Company, as well as inviting media representatives to meetings, presentations, and events held by the Partner as part of the AGenYZ Business without the prior written consent of the Company. If the Partner, legally or illegally, is involved in a discussion or events that may have a negative impact on the image and reputation of the Company, he/she shall immediately inform the Company in any way available to him.

7.10 Use of the Company's official information in AGenYZ Business

The Partner agrees to strictly adhere to the information that is presented in the official documents of the Company when presenting the products, services, benefits of the Company and attracting new Customers or Partners.

7.11. Partner and his structure. Terms and volume of purchases

The Partner is not entitled to determine the obligatory volume or frequency of purchase of the products for his/her Clients and/or Partners unless the provision of such volume/frequency of purchases is a condition for the participation of the Client/Partner in any programs offered by the Company, about which the Partner must notify all Clients/Partners.

7.12 Use of the Partner Network for non-AGenYZ Business

Partners may not use the Partners Network to provide literature or other materials about any religious, political, commercial or public organizations (except for public organizations of which the Company is a member). Meetings, presentations, and events within the framework of the AGenYZ Business should not be used to express personal beliefs that are not directly related to the AGenYZ Business, or to advertise any other organization, company, event, or individual.

7.13 Marketing plan manipulation and other similar actions

The Partner is prohibited from any action aimed at manipulating the Marketing Plan of the Company, creating artificial structures for an unreasonable gain of benefits, rewards, and advantages of cooperation with the Company. Any of these actions will lead to the termination of the Partner's registration with the Company and termination of the Services Agreement.

7.14 Territory of conducting business. Division of spheres of influence and territories

The Partner cannot enter into agreements with other Partners regarding the division of territorial spheres of influence. Each Partner independently chooses the operation territory. If the Partner intends to conduct the AGenYZ Business outside his main territory, he must consult with the Company's staff as to whether this territory is included in the list of permitted AGenYZ Businesses. Clause 11 of these Rules shall apply to AGenYZ business carried out outside the territory.

7.15 Violation of the conduct rules

Partners must strictly comply with the Company's rules. Violation of the Company's rules and other documents binding on the Partners may result in the suspension of the Partner's registration or termination of its registration with the Company.

7.16 Partner's actions in case of violations of the Ethics Code, rules of conduct, business rules and other mandatory rules and procedures. Violation report

The Partner is obliged to inform the Company of any violations of the Code of Ethics by other Partners, as well as other rules and procedures that are mandatory for all Partners. The Partner, if possible, should take measures to prevent such violations or reduce their negative impact on the Company and Partners.

A Partner who becomes aware of a violation of the Rules is obliged to inform the violator of this and discuss his actions with him/her. Most violations are the result of a misinterpretation of the Rules so the purpose of this rule should be explained to the violator. In most cases, discussion and clarification are sufficient to solve the problem. If the violator understands the Rules and agrees to act in accordance with them, there is no need to report the violation to the Company. In case the violator refuses to act by the Rules, the Partner can send a detailed description of this case to the Company in any way possible: by letter, by e-mail, by phone. Submitting false information is a violation of the Rules and entails liability. Upon receipt of this application to the Company, all parties will be allowed to provide evidence, confirmations, and written statements.

7.17 Liability for violations of the rules of conduct

The Company creates and provides all the necessary conditions for its Partners, but if the Company becomes aware of a violation of one of the provisions of the Rules, then it has the right to apply the following sanctions to the Partner:

(1) Suspend the Partner's registration for some time (at the Company's discretion). At this time the Partner loses all privileges of cooperation with the Company without exception and does not have the right to sign new Partners. The Partner is disqualified from receiving rewards. As notification of violations of the Company Rules, the latter sends a letter to the Partner and his/her Mentor. Within 10 (ten) calendar days from the date of receipt of the letter, the Partner must contact the Company to clarify the situation.

(2) Unilaterally terminate the Partner's registration with the Company without any compensation. The Company shall notify the Partner of the termination of his/her registration by mail with a written notice sent to the address indicated in his personal account. Registration is considered terminated from the date indicated in the written notice. The notification shall indicate violations of the Rules that served as the basis for termination of the registration.

8. Promotion and Sale of Products

8.1 Product Promotion

Partners are obliged to promote the Company's products and attract new Customers and Partners to the Company. Sales of products to Customers and Partners are made directly by the Company through organized retail outlets, online stores, authorized distributors, as well as by any other means permitted by current legislation.

8.2 Use of the Network to promote and / or sell non- approved Products

The Partner does not have the right to use the Network of Partners of the Company to offer and sell products, goods and/or services that are not approved by the Company.

8.3 Promotion of Products and Services during events

The Partner is allowed to conduct product presentations at the venues of exhibitions, cultural events, sports and other similar events in compliance with the requirements set by the organizers of such events and the law.

9. Advertisement. Marketing materials

9.1 Use of Company marketing materials

The Company provides the Partner with the opportunity to use marketing and advertising materials posted on the Company's website and marked as available for download or intended for use by

Partners. The Company may also provide the Partner with marketing and advertising materials in other ways (in print, by email, etc.).

9.2 Changes made by the Partner to the Company's materials

The Partner does not have the right to make changes to the materials provided to him/her for use by the Company (presentations, templates, audio, and video materials, etc.) without the prior written approval of such changes with the Company.

9.3 Partners' own marketing materials

The Partner may develop his/her own materials, provided that their contents are in full conformity with the official information and documents of the Company, complies with the law on advertising and does not violate the legally protected rights of the Company and third parties to intellectual property.

9.4 Compliance with the law in the distribution of advertisement

When distributing advertisements, as well as placing information on signs, promo stands and other stationary and/or mobile facilities, the Partner undertakes to comply with the requirements of the advertising legislation of the country of the business, as well as to obtain all necessary permits and approvals for such placement at their own expense.

10. AGenYZ International Business

10.1 Conditions for the Partner to conduct Business outside the territory

The Partner may conduct AGenYZ business outside the main territory in accordance with the following rules and conditions:

10.1.1 The Partner is obliged to notify the Company in advance of the intention to carry out the AGenYZ Business outside the territory and consult with the Company as to whether the country is on the list of countries approved by the Company;

10.1.2 The Partner undertakes to obtain and maintain in force all the permissions and licenses required by the law for conducting the business;

10.1.3. The Partner undertakes to strictly comply with the requirements of the legislation of the country of the business;

10.1.4. The Partner undertakes to independently (on his/her own behalf and at his/her own expense) receive all the permits, licenses, certificates and other documents necessary for the import of products into the country of the business outside of the main territory;

10.2 International Business qualifications and financial rewards

The Company may establish special conditions for qualifications and payment of remuneration regarding the AGenYZ Business carried out outside the main territory of the business and the international structure of the Partner.

11. Intellectual property

11.1 Use of Intellectual property of the Company and third parties

The rights to all Intellectual property owned by the Company and/ or third parties are protected by the law. The use of Intellectual property is possible only with the written consent of the copyright holder (the Company and/or third parties). The use of Intellectual property without obtaining the proper consent/permission of the copyright holder may entail administrative or criminal liability, as well as compensation for damages (losses), caused to the copyright holder.

11.2 Granting the Partner the right to use the company's Intellectual property

The Company provides the Partners with the opportunity to use certain Intellectual property objects owned by the Company (logo (commercial designation), trademarks, audio-visual works, photo images, etc.), defining for each of these objects the conditions and procedures (methods) of their use by Partners. The Partner undertakes to strictly follow the Company's instructions regarding the procedure and ways of using Intellectual property.

11.3 Making changes to Intellectual property (modification)

The Partner does not have the right to modify (change or process) the Intellectual property objects provided by the Company in any way.

11.4 Consulting with The Company on the use of Intellectual property

In any cases of doubts about the legality of the use of intellectual property, the Partner should request the Company's advice by sending an email to: support@agenyz.com

11.5 Liability for violation of Intellectual Property Regulations

Violation of the Company's Intellectual Property Rules may result in the imposition of liability measures on the Partner, provided for by these Rules and other Documents of the Company and may lead to the termination of the registration of the Partner with the Company. Violation of the Intellectual Property Rules of the Company and / or third parties (copyright holders) may, in addition, entail civil (material), administrative, or criminal liability in accordance with the law.

12. Policy on conduct online

12.1 Compliance with the law on conducting the AGenYZ Business online

Partners who users the tools and resources of the Internet must comply with the requirements of legislation on advertising, the protection of information, personal data and other requirements that may be relevant to the activities and rules of the Internet.

12.2 Creation of own website by Partners

Partners can create their own websites on the Internet. To create the own website, the Partner must first use the resources provided (recommended) by the Company, and in case of their absence, the creation and content of the site must be agreed with the Company in writing. The Partner does not have the right to borrow the copyright design of the official site of the Company www.agenyz.com as well as copyright designs of other sites.

12.3 Use of the Partner's website

Partners can use the websites to promote the Company's products and services on the Internet. The websites cannot be used by the Partner to sell the Company's products. Partner websites may not be used to promote or sell products and services of other companies. The Partner's website should not be used for registration. You can only register with the Company as a Partner or Client on the Company's official website.

12.4 Requirements to the name of the website

The name of the website owned by the Partner must not copy and/or be confusingly similar to the name of the Company's official site, and must not contain the name of trademarks, commercial designations, trade names, or the Company's brand name.

12.5 Website content requirements

Information about products and services posted on websites and webpages must fully comply with the company's official documents. Websites must contain information that they are owned (managed) by an independent Partner of the Company and must have a link to the Company's official website.

When using the logo of the Company in the design of the website and/or the names and descriptions of the Company's products, text materials taken from the sites of the Company, should not be corrected or changed in any way.

Web documents if used text or graphic materials were taken from the Company's sites (sites of the company's Partners), must have the following phrase on each Web document: "The material for this page is taken from the Company's website (the site of the independent partner and his first and last name, URL with a valid hyperlink to The company's website (the independent partner)".

Use of the Company's Logo is possible only after signing of additional agreement on the use of the Trademark of the Company.

12.6 Partner's creation of social media pages

Partners can create social media pages to promote the products and services of the Company, information about products and services posted on these pages must fully comply with the Company's official Documents. Pages must contain information that they are owned (managed) by an independent Partner of the Company. Name of profiles in social networks must not be identical with the name of the Company and/or its Products.

12.7 Other rights and obligations of the Partner

The Partner is free to discuss the Company's products in forums, chat rooms, conferences, and guestbook, lists of any news sites, to express his opinion on the components of the products, conditions, and results of use, about achievements in compliance with the rules of these forums, chat rooms, conferences, guestbook, and news sites. The Partner can use news sites, well-known and legally valid mailing lists, to receive and provide information about the activities related to the AGenYZ Business and cooperation with The Company. The Partner does not have the right to engage in an unauthorized mass mailing by email or in social networks (spam), regardless of the nature of the information sent, or use the Company's hashtags with information not related to the Company. The Partner undertakes to regularly monitor the content of guestbook, forums, and chats on their sites, with immediate removal of information that contradicts the Company's ethical standards and discredits its reputation. The Partner must control the content of the sites to avoid the use of text and graphic information that does not comply with the Company's rules and ethics (placing erotic, pornographic or other content on the pages), spam (unauthorized mass mailing by email). The Partner is prohibited from advertising the Company's referral link, including, posting the link in comments to other people's posts, on the open walls of other communities, in open correspondence with users on other resources. It is forbidden to use the referral link for spam mailing (SMS, e-mail, personal messages in social networks), use the referral link for banner, teaser, contextual and targeted advertisement.

13. Termination of cooperation with the Company

13.1 The ground of termination of Partner registration

Termination of registration with the Company may be carried out at the Partner's request, by the Company's decision, or on other grounds established by these Rules or legislation.

13.2 Termination of registration on Partner's request

The Partner has the right to terminate the registration with the Company at any time, including the transfer of AGenYZ Business by submitting the application.

13.3 Termination of registration by the Company's decision

Registration of a Partner with the Company may be terminated by the decision of the Company in case of breach by the Partner of the mandatory rules and procedures set out in the Company's Documents.

13.4 Termination of registration in the event of the Partner incapacity or death

Registration with the Company is also terminated if the Partner is declared completely incapacitated, as well as in the event of the Partner's death. The procedure of the transfer of the Business to the Partner's heirs is provided in paragraph 5.5 of these Rules.

13.5 Termination of registration due to inactivity

If the Partner has been inactive for a period defined by these Rules, that is, has not met the minimum purchase volume requirements set by the Company for Partners, the registration is considered terminated after the expiration of the terms set by these Rules (paragraph 4.7).

13.6 Effect of termination of the Partner's registration with the Company

Termination of the registration with the Company for any reason means the termination of the Services Agreement, as well as the termination of the payment of remuneration stipulated in the agreement and Documents of the Company and the use of other benefits provided by the Company. Remuneration accrued before the date of termination of registration (termination of the agreement) will be paid to the Partner in accordance with the procedure and terms established by the Agreement and the remuneration regulations.

13.7 Purchase of products after the termination of registration as a Partner

Termination of registration of a Partner in the Company does not deprive the Partner of the right to purchase the Products of the Company. The Partner may register as Client and purchase the Company's products at the prices and conditions set for this category of the buyers.

14. Privacy Policy

14.1 Confidentiality of information and materials

Partners are obligated to keep the confidentiality of the information and materials provided to them if such materials or advice on its use contains a reference to its confidential nature.

Partners undertake not to transfer the information and materials provided to them to third parties unless the Company has expressly designated such information and materials for presentation and/or transfer to third parties. Disclosure of confidential information to third parties is permitted only with the Company's prior written consent unless such disclosure is required by law. The Partner who receives a request to provide information and materials containing confidential information must immediately notify the Company of the receipt of such a request and consult with the Company regarding the scope and nature of the information and materials provided. The Company considers confidential and not subject to disclosure (except in cases when such materials were published by the Company in the public domain):

- a) Marketing Plan (except for its printed and / or electronic version intended for presentation to potential and registered Partners of the Company);
- b) training and presentation materials;
- c) information about new products and/or services, as well as promotions and special offers before the date of their official announcement by the Company;

d) information about sales plans.

14.2 Partners personal data

In the course of cooperation with the Company, the Partner provides the Company with some personal data necessary for the registration, signing of Services Agreement, payment of remuneration, granting of the benefits and other purposes related to the implementation of the AGenYZ Business. In some cases, the Company may make available some of the data provided by the Partner, which may include personal data (name, phone number, email address, the region of residence, etc.) to third parties (in particular, potential and registered Clients and Partners of the Company) to assist them in registering with the Company, familiarizing them with the Company's products and services, choosing the Mentor during registration, and other similar purposes. By accepting these Rules, the Partner gives the Company consent to use of the personal data provided, and if the Partner does not want his data to be used in this way, he must notify the Company of this in any way available (by phone, email, in-person contacting the Company).

14.3 Personal data of Clients, Partners, and third parties

When conducting AGenYZ Business, the Partner can get access to personal data of potential and registered Clients and Partners, as well as other persons. It is recommended that the Partner will use the personal data that are necessary for the purposes indicated by a third party (registration, obtaining information, receiving products, etc.). The Partner undertakes to use the personal data of these persons only with their consent and only for the purposes for which they were provided by third parties (registration with the Company as a Client or Partner, receiving the Company's products, receiving information about the Company's products and services, etc.). The Partner undertakes to obtain the consent of the subjects of personal data for the storage and processing of the data, as well as to ensure the safety of the personal data provided to them in accordance with the procedure provided by law.

14.4 Liability for breach of confidentiality

A breach of the confidentiality requirements provided for in these Rules may entail the termination of the Partner's registration with the Company, as well as other liability measures provided for by law.

14.5 Liability for violation of personal data protection

Violation of the requirements for the protection of personal data, as well as the use of personal data of third parties without their consent or not for the purposes for which they were provided, may entail administrative liability of the Partner, as well as other liability measures provided by law.

15. Reviewing of requests and complaints from Partners. Dealing with disputes

15.1 Submitting requests and complaints from Partners

Submission of requests by Partners to the Company on any issues, including complaints in connection with non-compliance with these Rules, can be carried out using the application forms and requests posted on the Company's website and/or in the Partner's personal account, as well as in any available way that ensures the recording of the result of sending and receiving the request (by Fax, email, registered mail, courier, etc.).

15.2 Review Authority

Requests from the Partners are considered by the Company, with the involvement of the necessary divisions and specialists of the Company.

15.3 The time frame for processing requests

The Company will consider the Partner's requests within 10 (ten) business days, and if the additional investigation of the circumstances and facts stated in the request is required, within 30 (thirty) calendar

days, unless other terms of consideration are established by the Company's rules or current legislation for certain categories (types) of requests.

15.4 Procedure for considering requests

The Company may request additional information and materials from the Partner as well as from third parties in the course of reviewing requests.

15.5 Notification of the results

The Company will notify the Partner of the results of consideration of their application in writing to the address specified by them in the application or specified during registration with the Company, or by e-mail no later than the time specified in paragraph 15.3 of these Rules.

15.6 Reviewing complaints from Partners. Dealing with disputes

To consider complaints of the Partners, including in connection with non-compliance with these Rules, the provisions of the Ethics Code, other rules binding on the Partners contained in the Documents of the Company, an Ethics Committee may be created consisting of representatives of the Partners and the Company.

The Ethics Committee considers, among other things, disputes between the Partner and the Partner (Partners), as well as disputes between the Partners and the Company arising in connection with the implementation of the AGenYZ Business and other issues arising in the course of the Partner and Company cooperation.

The procedure and terms for the creation, activity, and decision-making by the Ethics Committee are provided for by the Regulation on the Ethics Committee.

Annex No. 1. "ETHICS CODE"
To AGenYZ Business Operation Rules
For Partners

ETHICS CODE

AGenYZ Business expects all Partners to uphold the principles of fairness, honesty, and integrity in all their dealings and activities as Partners.

This Ethics Code forms part of the AGenYZ Business' Policies & Procedures and all other regulations and agreements currently in place, which bind every Partner. Any serious breach of the Ethics Code, Policies & Procedures, regulations and agreements in place will involve action(s) being taken by AGenYZ Business is designed to ensure that Partner/Customers ' needs are met and protected, as well as to create and maintain a positive image of the Company among Partners/Customers and the public. Failure to comply with this The Ethics Code may result in the termination of the Partner's registration with the Company.

As an AGenYZ Partner, you agree to be guided and strictly observe the following principles in your activities:

- 1. Complying with the law of the country of conducting AGenYZ Business and the Company's rules.** The Partner must conduct the business in compliance with the law of the country where the Business is carried out. Strictly follow all the rules reflected in The Ethics Code and other Documents of the Company. The Partners should demonstrate their willingness to abide not only by the letter but also by the spirit of the Ethics Code and other Documents of the Company.
- 2. Partner's duties.** The Partner must perform all his/her duties in full (depending on his/her level) established by the Company's mandatory Documents. The Partner must strictly comply with the terms of agreements signed with the Company related to the implementation of AGenYZ Business.
- 3. Representing the Product and Company.** The Partner must present the benefits and information of the business (products, services, etc.) as stated in the Company's official documents. The Partner must present accurately the properties of products and AGenYZ business prospects to Customers and Downlines as stated in the Company's official documents.
- 4. Meeting the high standards of the business.** The Partner must perform his/her professional activities in a manner that will enhance Partners' reputation and the positive reputation established by AGenYZ. The Partner must be honest and fair in his/her dealings with AGenYZ.
- 5. Trust.** The Partner must treat all Downlines, clients, and associates with respect, goodwill, and professional courtesy. Take into account and respect the lack of experience in conducting deals by potential Clients and Partners. Do not take advantage of the age, the health status of the persons listed above, or their lack of understanding or knowledge of the language.
- 6. Respecting privacy (Contact & Communications).** The Partner must:
 - a) at all times when contacting anyone either from telephone list or by other means, respect the privacy and wishes of other person contacted (for exp. immediately stop the presentation of the Company's Products, Services, and Benefits at the request of a potential Client or Associate);
 - b) must never engage in objectionable or abusive conduct, unfair or aggressive conduct when contacting or dealing with any other person in relation to AGenYZ Business or opportunity it provides;

c) must observe the provisions of the law and good manners regarding times and days when making the call and appointments.

7. Needs and requirements of Customers and Partners. Promptly resolve any complaints and claims of Clients and other Partners. Follow the procedures described in the company's official documents.

8. Distributing products that are not approved by the Company. The Partner must not advertise, recommend, or otherwise distribute Products or Services that are not approved by the Company.

9. Comparison with other Companies. The Partner has to refrain from spreading false, inaccurate or distorted information about the products of other companies and their consumer properties, sales and marketing plans, as well as about any other characteristics. The Partner must not use the brand name and trademark of another company in communication (presentations, conversations, meetings, websites, mobile apps, social networks, etc.). Direct comparison of Products, Services, and Benefits provided by the Company with similar products, services, and benefits of other companies is prohibited for all Partners.

10. Poaching Clients and Downlines. The Partner must not initiate, encourage or entice Clients / Downlines from outside his/her Line of Referralship to sign under his/her organization.