

- A. The Company has the obligation to protect and safeguard its Members who signified their trust and confidence in the Company's vision, mission and management. In conducting their business, Members must endeavor to promote the reputation of the products and services of the Company, and refrain from conduct that may be harmful and inconsistent with the greater public interest of Niwi. By reference, any compliance updates distributed by the Company are automatically incorporated into this Agreement.

**B. Representations**

1. Members shall truthfully and fairly represent the Company, its products and programs in discussions with current or prospective members.
2. Members must not enter into a contract or transaction on behalf of the Company or represent themselves as employees, representatives, agents or preferred vendors of the Company.
3. Members must not make any claims as to any therapeutic or curative properties of the Company's products. The Company's products are not intended to diagnose, treat, cure, mitigate, or prevent any disease and should never be offered as such.
4. Members shall not suggest any diagnosis, prognosis, evaluation, treatment, description, management or remedy of illness, ailment or disease.
5. Members must not make any false, unreasonable, misleading or intentionally misrepresenting income projections to prospective or current Members. Any income projections must include a compensation summary that is issued by the Company. Said summary must be given out to each prospect at the time that such projections are made and may be downloaded from the Member back office.
6. Members must emphasize that success within the Company's business plan depends on personal efforts and will vary from Member to Member.
7. Members are fully responsible for any verbal or written statements they make regarding the Company, its products, services, and opportunity, which are not in compliance with the current, official Company sales support material.

**C. Membership**

1. A member must be of legal age prior to entering into Membership Agreement with Niwi. Otherwise, a Parental Consent Waiver must be submitted.
2. NIWI allows up to a maximum of three accounts per person or business registration in the same network group under one sponsor. This is to ensure a realistic business growth as every registered member can be expected to potentially work and contribute.
3. NIWI offers lifetime membership in accordance to the compensation plan and stipulations in the Policies and Procedures. Should a Member's spouse join NIWI as a distributor, he/she shall automatically be under his/her spouse's genealogy. Otherwise, this will constitute violation of cross-lining provision as defined in our Membership Policies and Procedures.
4. Despite lifetime membership, the company reserves the right to cancel membership for any of the following causes:
  - a) Double Registration:
    - A person with a registered account under a sponsor who registered with a different sponsor will take the offense of double registration.
    - The original sponsor, any member and the company can file complaint against the Member should it be found and confirmed of double registration case.
    - All accounts that were registered under a different sponsor will be transferred to the original sponsor. Sanction for this is as follows:
      - o First Offense: Final written warning. Fine of US\$20 plus US\$20 per pair or whichever is higher.
      - o Second Offense: Termination of Account. Forfeiture of income, bonus, privileges and other remunerations, monetary or in kind, effective immediately and will be put in the blacklist, and can never join and register in NIWI or any affiliates of NIWI.

- b) Poaching or Illegal Sponsoring:
- Getting a registered member join another organization with a different sponsor either in the same genealogy tree or in a different line, is cross-lining – a grave misconduct that must be reported and must be dealt with an immediate disciplinary action.
  - The original sponsor, any Member and the company has the right to file complaint against the second sponsor upon confirmation of the cross-lining case.
  - All accounts that were registered will be transferred to the original sponsor taking into consideration the maximum account a member can have. Sanction for this is as follows:
    - First Offense: Final written warning. Fine of US\$20 plus US\$20 per pair or whichever is higher.
    - Second Offense: Termination of Account. Forfeiture of income, bonus, privileges and other remunerations, monetary or in kind, effective immediately and will be put in the blacklist, and can never join and register in NIWI or any affiliates of NIWI.
- c) Misbehavior and Office Misconduct:
- As entrepreneurs in an international organization, members are expected to represent themselves professionally with high regard on values and proper conduct.
  - Leaders being a step ahead in the membership ladder must uphold a predictable, positive attitude towards co-leaders, members, staff, and the company.
  - Regardless of individuality, psychological, personal and the person's general biological makeup, the company does not tolerate insolence and considers misbehavior a serious offense, may it be within the office grounds or offsite, given a situation that involves the Niwi business.
  - Members are expected to treat co-members and company employees with equal accommodation and respect. Niwi has no room for rudeness and discourteous individuals, and the company gives offense to members violating this provision.
  - Sanctions for this are as follows.
    - First Offense: Final written warning
    - Second Offense: Suspension of Account for 30 days. All bonuses, privileges and other remunerations, monetary or in kind earned during the period of suspension will be forfeited effective immediately. The Member's dashboard of the erring Member shall be put on hold until resolution of the case.
    - Third Offense: Termination of Account. Forfeiture of income, bonus, privileges and other remunerations, monetary or in kind, effective immediately and will be put in the blacklist, and can never join and register in NIWI or any affiliates of NIWI.
- d) Misrepresentation.
- First Offense: Final written warning
  - Second Offense: Suspension of Account for 30 days. All bonuses, privileges and other remunerations, monetary or in kind earned during the period of suspension are forfeited effective immediately. The Member's dashboard of the erring member shall be put on hold until resolution of the case.
  - Third Offense: Termination of Account. Forfeiture of income, bonus, privileges and other remunerations, monetary or in kind, effective immediately and will be put in the blacklist, and can never join and register in NIWI or any affiliates of NIWI.
- e) Damage to company properties.
- First Offense: Final written warning with payment of damages according to the company declared amount based on the company's acquired contractor and/or supplier.
  - Second Offense: Suspension of Account for 30 days with payment of damages according to the company declared amount based on the company's acquired contractor and/or supplier. All bonuses, privileges and other remunerations, monetary or in kind earned during the period of suspension are forfeited effective immediately. The Member's dashboard of the erring member shall be put on hold until resolution of the case.

- Third Offense: Termination of Account with payment of damages according to the company declared amount based on the company's acquired contractor and/or supplier. Forfeiture of income, bonus, privileges and other remunerations, monetary or in kind, effective immediately and will be put in the blacklist, and can never join and register in NIWI or any affiliates of NIWI.
- f) Underpricing
- First Offense: Final written warning with a penalty of US\$50.
  - Second Offense: Suspension of Account for 30 days with a penalty of US\$50. All bonuses, privileges and other remunerations, monetary or in kind earned during the period of suspension are forfeited effective immediately. The Member's dashboard of the erring member shall be put on hold until resolution of the case.
  - Third Offense: Termination of Account. Forfeiture of income, bonus, privileges and other remunerations, monetary or in kind, effective immediately and will be put in the blacklist, and can never join and register in NIWI or any affiliates of NIWI.
- g) Fraud
- First Offense: Termination of Account. Forfeiture of income, bonus, privileges and other remunerations, monetary or in kind, effective immediately and will be put in the blacklist, and can never join and register in NIWI or any affiliates of NIWI.
- h) Theft
- First Offense: Forfeiture of income, bonus, privileges and other remunerations, monetary or in kind, effective immediately and will be put in the blacklist, and can never join and register in NIWI or any affiliates of NIWI.
- i) Harassment
- First Offense: Suspension of Account for 30 days. All bonuses, privileges and other remunerations, monetary or in kind earned during the period of suspension are forfeited effective immediately. The Member's dashboard of the erring member shall be put on hold until resolution of the case.
  - Second Offense: Termination of Account. Forfeiture of income, bonus, privileges and other remunerations, monetary or in kind, effective immediately and will be put in the blacklist, and can never join and register in NIWI or any affiliates of NIWI.
- j) Inactive status for over a year
- Termination of Account. Forfeiture of income, bonus, privileges and other remunerations, monetary or in kind, effective immediately. Terminated account may register again under the same or a new sponsor, following the procedure of a new Member's registration.
- k) Other unethical business practices as recognized by the company. The company reserves the right to identify future violations related to business ethics that can be part of this policies and procedures.
5. Member may resign upon submission of resignation letter. Resignation applies only to individual member and not to his network. Resigned member may re-apply for a new membership after a period of one (1) year and may sign up under a sponsor of his choice after purchase of appropriate Entry Pack. Previous downlines may follow only upon their individual resignation and after the one (1) year period has lapsed.
6. Cancellation of membership shall observe and pass through the necessary due process. Complaint against any Member must be forwarded to [report@niwiinternational.com](mailto:report@niwiinternational.com).
7. NIWI membership can be passed on as an inheritance to direct heirs of the member or to designated beneficiary stated in Registration Form in accordance with the policies set by the Company.

**D. Active Membership**

All company promotions and incentives consider active membership as part of qualifying requirements. Active membership simply means that the member continues to comply with the Monthly Loyalty Purchase (MLP) requirement covering the qualifying promo and incentives periods.

Active Members shall be eligible to sales bonuses, discounts, and privileges that may be granted by the company relative to the Members' performance or ranks. The sales bonuses, rebates and/or commissions are in accordance with the compensation scheme established in the NIWI's Compensation Plan, provided, that member/s have achieved such sales performance in good faith, and that have not violated any of the provisions of the Distributorship Policy, Code of Ethics, and Company Policies;

#### **E. The Member and the Company**

1. Members are considered as independent individuals who are either users, sellers, networkers, or all of such. In no way should members be construed as employees or agents of Niwi.
2. Members purchase products for personal use, sampling or re-sale purposes and resell products to customers or other members.
3. The Member ID Number may be used as a personal identification. It should not be a basis for securing employment certificates and authorizations from the company. Niwi limits its dealings with members to supplying products and providing trainings and services.
4. Members are solely responsible for notifying the Company for any changes in his/her account, by submitting the applicable form and payment of corresponding fees.
  - Correction/Change of Name: US\$10 – The change of name is limited to change in marital status. Member must submit a valid marriage contract or marriage certificate.
  - Correction/Change of Email: US\$10
  - Change of Password/Unlocking of Account: US\$10
  - Change of Username: US\$10

#### **F. Advertising**

1. Niwi International, Inc. compensates its Members for marketing products person to person. This may be done in a retail environment where personal services are provided for example, in barbershops, salons, health clubs, etc. so long as the products are not displayed in areas where other similar products are displayed.
2. The display, advertisement or promotion of Company products, services or business opportunity at fairs, trade shows, open-air markets or any similar events, requires prior written approval from the Company.
3. To protect person to person marketing efforts, the Company retains the discretion to restrict its products from being sold at any location which it does not deem acceptable, example supermarkets.
4. Members may not use, reproduce, or disseminate the Company trade name, logo or any trademark or service mark except those found in literature published and made available by the Company. This includes, but is not limited to, using the term "Niwi" or any derivative that may confuse someone into believing that they are dealing with the Company, the corporate logo, and all marks or slogans designating products or services offered by the Company.
5. All advertising and marketing materials bearing the logo of Niwi and its products will be developed and made available to members by Niwi International, Inc. only. Material developed by members must have prior company approval.
6. Members may use the "Independent Niwi Member" logo developed for them by the Company on approved business cards.

7. All Members material should display the phrase “Independent Niwi Member” in a prominent position, using the same font size, color, and type as the surrounding text.
8. Members agree to avoid any references or website links to any third-party literature for the purpose of verifying or stressing any medicinal or therapeutic effects of any Company product or its components. By reference, these-third party claims may become direct claims without proper validation.
9. Member must avoid any false appeals to authorities (deities, doctors, nurses, therapists, scientists, officers of the company, etc.) when presenting the Company’s products or opportunity.
10. Members may not charge any for profit fee for any services, trainings, literature, materials, websites, memberships, or other Company-related material.
11. To avoid a conflict of interests, Members will not sell, display, or advertise the Company’s products in conjunction with similar non-Company products in any physical or electronic retail sites, displays, or advertisements.
12. To maintain a standard of fairness, Members may only display the products’ Suggested Retail Price (SRP) in advertising material, whether in print, electronic or any other form.
13. All mass-media marketing must first be approved by the Company. Examples of this type of marketing include radio and television infomercials or commercials, and/or billboards.
14. The Company retains the right, at its sole discretion, to request the immediate removal of any and all non-compliant or offensive material used by Members to promote the Company’s products or opportunity.
15. Violation of any of the above may result in sanctions or termination.

#### **G. Internet Advertising**

1. All general advertising policies apply to internet and/or social media advertising.
2. Members may promote the company or its products online through their own personal social media channels or websites. Each post or article must not misrepresent Niwi International or its products.
3. Products may be sold online but may not be sold at less than 90% of the product’s SRP unless approved by the company.
4. Violation of any of the above restrictions may result in termination of membership.

#### **H. Media Inquiries**

1. It is the Company’s policy that Spokespersons from the corporate office handle all media inquiries (whether radio, television or print).
2. Members agree to refer all media inquiries to the Marketing Department at [info@niwiinternational.com](mailto:info@niwiinternational.com).

#### **I. Proprietary Information and Trade Secrets**

1. Member information, including names, addresses, email addresses and telephone numbers of other Representatives, is the Company’s proprietary trade secret information.
2. Proprietary information is transmitted to the Member in confidence and, but for this agreement of confidentiality and non-disclosure, the Company would not provide this information to the Member.
3. Members agree not to disclose such information to any third party or use such information for non-Company purposes.

4. The Member acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to the Company and to independent Member businesses.
5. The Company and its independent Members will be entitled to injunctive relief to prevent violation of this policy.
6. The Company prohibits current and former Members, either directly or through a third party, from promoting another company's business during Company-sponsored activity or any activity promoted as such.
7. Members are independent contractors, and the Company imposes no restrictions on any Member's participation or sales activities in other businesses or programs, so long as these do not conflict with their Niwi International, Inc. business.
8. Members shall not recruit other Members for other networking/MLM companies. Members can only recruit their directly sponsored members into non-MLM business opportunities. This policy shall apply to all countries in which the Company officially operates and shall survive the cancellation of this Agreement. Violation of this policy may result in termination of membership.
9. Violation of the letter and/or spirit of the P&P constitutes voluntary resignation and cancellation of the independent Member agreement, effective the date of the violation, and the forfeiture of all commissions payable for and after the calendar month in which the violation occurred.
10. Violations of this policy are especially detrimental to growth and sales, and the Company may seek and obtain damages for violations of this policy.

#### **J. Member/Company Employee Relations**

1. In order to protect the rights of Members and Company employees alike, all calls may be recorded for training and compliance purposes.
2. Company employees are trained to be courteous and professional in all contact with Members and the public.
  - a. Should a Member ever receive less than respectful treatment from Company personnel, they should document the situation and forward it to the Customer Service Department for immediate review.
3. Members are expected to extend these same courtesies when dealing with corporate staff, via telephone, Internet or in person.
  - a. Company employees are not expected to endure abusive behavior from Members; in the event an employee feels that this is occurring, they are instructed to politely end the conversation, document the incident and report it to a supervisor.
  - b. Documentation will be forwarded to the appropriate executive officer for review.
  - c. In severe circumstances, offending Members may be subject to immediate termination.
4. Members wishing to give small tokens of appreciation to be shared by an entire department should first notify and receive authorization from the department executive.
5. To avoid any conflict of interests, Members may not sponsor Company employees into the program. Such attempts may be viewed as hostile and may result in the termination of the Member and/or the employee.

NIWI offers equal membership opportunities to everyone. Persons below the age of 18 may register if the labor laws of his/her country of residence allows minors to enter the labor force. Persons below the age of 18 must provide parental consent prior to registration. Consent forms are available for download in the Member's Virtual Office and should be submitted together with registration form.

## I. REGISTRATION

### On-Site Registration

1. Completely fill-up and submit the printed Membership Application Form;
2. Purchase a registration Entry Package;
3. Upon purchase, NIWI will issue the choice of an Entry Pack and activates Membership;
4. Attend the **NIWI 4F25** Presentation.
5. Date of registration will follow UK time zone.

### Online Registration

For online registration, go to Niwi website: [www.niwi.international](http://www.niwi.international) and click REGISTER.

## II. SPONSORING

1. All registered members are allowed and encouraged to sponsor qualified individuals to be part of the Niwi International, Inc. 4F25 Network.
2. The sponsor must be responsible for ensuring that the prospective members:
  - know and understand the Business plan of the Company;
  - understand the benefits and use of the products;
  - attend the Niwi International, Inc. 4F25 Presentation;
  - completely and correctly fill – up the online members application;
  - voluntarily write the former's name as sponsor.
3. The member's application is to be completed online. Applicants must fill up the application form provided in the website and agree to the Terms and Conditions stated in the website.
4. Applicants are advised to carefully consider all factors before voluntarily naming their sponsor as such will be considered final and permanent.
5. Applicants are strongly encouraged to complete and submit their online application personally. Applications filled up and submitted by persons other than the applicant shall be considered final by the company.
6. Applicants must provide all necessary requirements before membership is activated. Requirements vary depending on the country each applicant has been registered under.

### International Sponsoring

Niwi commits to bringing quality products business opportunity to every part of the world.

### No territory – No boundary – Sponsoring System and Authority to Operate

Niwi promotes the "no boundary" sponsoring system globally. Members can invite as many people from as many locations and countries as they want.

## III. PLACEMENTS

A Member's placement will be determined during the sign-up process. The direct sponsor will decide the placement of the newly signed up member.

**IV. PRODUCT ORDERING AND DELIVERY****A. ORDERING**

1. All registered members are allowed to directly purchase products and membership Entry Packs either online or at any Niwi Office.
2. Products may be ordered individually or in bulk at the member's price.
3. Purchases and memberships received online must be reported on or before given cut – off periods following midnight of GMT in order to ensure on – time release of commissions to deserving members.
4. Products shall be paid for online via credit card or in cash or other approved payment systems at the Company Office. Products paid thru credit card shall only be released upon credit card approval.
5. The Company prohibits storing of ordered and paid products in Niwi offices/branches.
6. It is the sole responsibility of the Member to verify receipt of the order and to ensure that the order is received in time to meet the deadlines for weekly or monthly commission periods.
7. Unless otherwise indicated, products and services are processed at Member's prices. The Company has established a Suggested Retail Price (SRP) as a recommendation for selling a particular product to retail or preferred customers.
8. All government and local taxes will be assessed on the purchase price of the products and services, in accordance with the relevant/applicable government/provincial/territorial tax regulations.
9. The order must be accompanied by authorized payment covering the order amount, shipping, handling and applicable taxes.
10. Separate payment must be included for each order submitted.
11. Accepted payment methods are noted on the Order Forms.
12. Only one (1) Official Receipt (OR) shall be issued by the Company to the member upon payment of each order. Reprinting of OR must be accompanied by a written request from the member plus paying a fee of \$10 as processing fee.
13. Orders are credited 7 days from the commission period in which they are received, provided that proper payment is also received.
14. For an order to be credited to a given commission period, payment must be COMPLETED.
15. The Company will correct any charge errors reported within 15 days but will not be responsible for any errors or omissions not reported within 15 days.

**B. PRODUCT SHIPPING AND HANDLING**

1. Members are expected to provide the correct and complete delivery information that includes the ff.:
  - a. authorized recipient
  - b. complete address
  - c. contact number
2. Niwi shall make use of approved delivery/courier services available in your territory. Cut off periods shall also be set to ensure on time deliveries. For more information on delivery services, please contact your branch.
3. Niwi shall advise members on the delivery costs for specific areas.
4. All shipping costs including but not limited to customs duties & taxes and insurance shall be shouldered by the member unless otherwise specified by Niwi.
5. Payment may be made in the local currency where transaction is fulfilled. However, Niwi. reserves the right to set the applicable conversion rate to the US Dollar which shall not be less than 10% of the prevailing conversion rate.
6. The Company will ship product orders to the street address specified by the Member.
7. The Company will not ship to a P.O. Box.
8. If delivery is unsuccessful due to outdated or incomplete address information, the original shipping charges will be recovered from the Member and additional charges will be levied for reshipping the product.



9. Orders received will be processed after completion of payment and will be shipped within two (2) to three (3) business days.
10. The company has no minimum order restrictions and shipping & handling charges may apply.
11. All orders are shipped ground service via approved delivery/courier services, unless expedited or alternate service (overnight, 3-day delivery) is requested at the time of ordering. Expedited services will incur additional handling fees and freight charges.
12. Shipping charges are subject to market variables, so Members should consult the current price list or the Member section of the corporate website for freight updates.
13. Members should report any order shortages or errors to the Company within ten (10) calendar days of receipt.
14. In the event a shipment is damaged in transit, the Member should refuse the package and immediately contact the Company.
15. When concerned that an order is lost, the Member should wait a minimum of seven (7) business days before requesting assistance or replacement. Package tracking information is available by contacting the nearest Niwi Office.
16. Orders may be delayed or not processed if information is illegible or incomplete, or insufficient payment was enclosed. The Company is not responsible for any delays caused: neither is Company responsible for notification of said delay. All orders must be sent in completed properly with appropriate payment attached.
17. The Company will not be responsible for shipping delays caused by circumstances beyond its control.

#### **C. OUT OF STOCK ITEMS**

1. If any product is temporarily out of stock, the Member will receive notification of the backorder at the time of the order or upon invoicing. It is on the Member's discretion to continue purchase of out-of-stock product upon notification.
2. Back-ordered product is paid for when ordered and commissionable volume is accrued for the corresponding commission period.
3. Back-orders are always filled first and will be shipped once product is made available.

#### **D. PRODUCT RETURN & EXCHANGE**

1. Products purchased can be exchanged and refunded with a full refund within 7 calendar days from the date of purchase or in accordance with the country's policies on consumer return and exchange.
2. Products or Entry Packs for return must be unused and unopened and in the same condition upon receipt.
3. Products may be exchanged with other products provided the expiry date of products returned is no less than 6 months. Products must be un-opened in their original packaging and is still in saleable condition for an exchange to be approved.
4. The member is responsible for all shipping and handling costs incurred in the return and/or exchange.
5. Original receipt or proof of purchase must be presented together with the transaction.
6. In the event of a return and/or refund, the Company has the right to terminate a member's membership.
7. The return and refund of an Entry Pack will result in immediate cancellation of membership and deduction of corresponding income to affected uplines.
8. The return and refund of a repeat purchase product (MLP) will result to cancellation of purchase and deduction of corresponding income according to the compensation plan, to affected uplines/members.

#### **E. MEMBER RETAIL SALES**

Products are sold to Members at member's price and may be retailed to customers or non-members not less than the Suggested Retail Price.

**F. PRODUCT LIABILITY**

1. It is strongly encouraged that all products be used only for the stated purposes and according to the usage instructions written on the box or label.
2. Product tampering is strictly forbidden by state, provincial, and federal laws, and completely nullifies the liability insurance.
3. Members who tamper with products become personally liable and are subject to immediate termination, as well as to legal and/or civil consequences.

**COMPENSATION**

A. The Niwi 4F25 System is based on a Network Marketing system of person-to-person distribution and direct sales. Members are compensated for the product sold and distributed through their sales and marketing organizations. Compensation is based on rank differential percentages, generational and revenue sharing bonuses, and incentives. By reference, the Niwi Business Plan is incorporated into this P&P.

**B. Qualifications & Accounting Fees:**

1. Members must meet the published requirements to qualify for commissions, rank advancements and incentives.
2. Commissions are not paid on the purchase of any marketing materials such as marketing tools, training and promotional materials, and Company promotional merchandise.

**C. Commission Disbursement**

1. Members are required to provide proper government issued documents for verification of identity. The type of documents required will vary depending on the country each Niwi member is registered under.
2. Monthly commission are computed from period 1<sup>st</sup> day of the month to last day of the month. Commission reports are released on the 1<sup>st</sup> business day of the succeeding month following every commission period.
3. Weekly commission reports are released on the first business day of the succeeding week.
4. In order to receive commissions - encashment, members must request their commission disbursement in their members back-office account.
5. A processing fee of US\$2 shall be charged for each encashment regardless of the mode of disbursement.
6. Members must select their method of disbursement; method of disbursement may vary depending on the country each Niwi member is registered under:
  - a. Check: Check will be payable to the registered member's name only.
  - b. Bank Deposit: Encashment will be deposited directly to the member's assigned valid bank account in the member's back-office. The valid bank account must be under the registered member's name only.
7. All disbursement requests will be processed within a maximum of three (3) business days.
8. Undisbursed commissions may be applied towards the purchase of Niwi products directly purchased from the Company through the member's E-wallet
9. Funds in a member's e-wallet can be transferred to another member's e-wallet subject to a transaction fee of not less than \$1.00
10. If a Member finds any commission discrepancies, these must be reported to the Finance & Accounting Department within 15 days of receipt of the commissions check for adjustments to be made.
11. Any commission and bonus checks disbursed must be cashed within six (6) months or they become void.

12. In receiving any commission or bonus disbursement, the Member reaffirms his or her commitment to abide by this P&P, as may be amended from time to time.
13. Member's commissions are subject to applicable income tax. The withholding percentage will vary depending on the country each Niwi member is registered under and will be automatically deducted from member's income. If withholding tax is not deducted in your country, Member is responsible for reporting his income earned and paying his taxes to the proper government authority. Niwi will not be held responsible for member's lapses on tax declarations.
14. Commission and Disbursement Fees: Monthly accounting fees covering currency conversions as identified by the company, general account, genealogy maintenance, commission disbursement and check printing may be deducted from the Member's commission.
15. The Company may debit or place a hold on any commission for any amount owed by the Member.

### DISCIPLINARY MEASURES

- A. All the policies in this P&P, which includes the Member Application Form and Terms & Conditions, and any other agreements entered into by and between the Company and the Member are material terms to the agreement between the Company and the Members. Any violation of the terms and conditions entered into by and between the Company and the Members or the P&P or any illegal, fraudulent, deceptive or unethical business conduct by a Member may result, at the Company's discretion, in one or more of the following corrective measures:
- a. Issuance of a written warning;
  - b. Imposition of a fine to be withheld from future commission or bonus checks;
  - c. Reassignment of all or part of their marketing organization;
  - d. Suspension of their independent Member agreement;
  - e. Termination of their independent Member agreement;
  - f. Any other measure expressly stated within the policies set forth in the P&P.

### GRIEVANCE PROCEDURE

#### **A. JURISDICTION**

1. Except otherwise provided under this P&P, the Ethics Committee, headed by its CEO, COO and Operations Director shall have the exclusive jurisdiction to handle issues, concerns and complaints for violation of any of the provisions in this Code and in the Membership Policy.
2. Proceedings for the violation of any of the provisions of this P & P may be initiated by the Ethics Committee of NIWI or upon the complaint of a member.
3. Should the Ethics Committee of NIWI determine probable cause to charge the member complained of for violation of any of the provisions of this Code, it shall issue a Notice of Charge/s against him/her including a narration/description of his/her violation(s), and a directive to answer the charge(s), or submit an explanation, within Five (5) calendar days from receipt of the same.
4. The Answer/Explanation should be in writing, specific, and contain material facts in support of the defense of the member complained of, including documentary evidence, statements covering testimonies of witnesses, if there be any.
5. If the member complained of fails or refuses to file his/her answer/explanation within the period provided in the Notice of Charge/s, he/she shall be considered to have waived his/her right to submit the same and the case may be decided based on the available records.

#### **B. REQUISITES OF A VALID COMPLAINT**

A complaint for the violation of any of the provisions of this P & P may be filed at any of the Niwi Branch Office addressed to the Ethics Committee.

The complaint by a member against a fellow member must be signed by the Complainant, written in a clear, simple and concise language, and shall contain the following:

1. Full name and address of the Complainant, including a list of all available contact details;
2. Full name of the member complained of, including a list of all available contact details, if known;
3. A narration of the relevant and material facts which show the acts or omissions allegedly committed;
4. Copies of documentary evidence, if any.

In cases initiated by the Ethics Committee of NIWI, a show-cause order is sufficient.

### **C. PREVENTIVE SUSPENSION**

The member complained of, upon the petition of the member complainant, or the Ethics Committee, may be placed under Preventive Suspension by the Ethics Committee pending investigation for the following violations:

1. Fraud
2. Theft
3. Under pricing
4. Multiple offenses
5. Gross violations
6. Any violation that is detrimental to NIWI as determined by the Ethics Committee.

The following are the effects of the issuance of a Preventive Suspension upon the member complained of:

1. All the privileges granted to a member shall be blocked/suspended until the final resolution of his/her case;
2. The member dashboard shall not be accessible to the said member until the final resolution of the case or until determination by the Ethics Committee that Preventive Suspension is not necessary;
3. If the member is declared innocent of the violation he/she was charged with, all the suspended privileges and benefits shall be restored and shall retroact from the date of the Suspension Order;
4. If the member is proven and declared guilty of the charges against him/her, the period of preventive suspension shall be deducted from the penalty of suspension imposed by the Ethics Committee.

### **D. MEDIATION**

At any time after an Answer/Explanation is filed, the Ethics Committee, in its discretion, may call the parties to a Mediation for them to arrive at conciliation or “the freedom of the parties to make their own arrangements to resolve conflicts/disputes to arrive at a settlement”, which settlement must be approved by the Ethics Committee. In the event Mediation between the parties fails, the Ethics Committee shall decide the case based on its merits.

### **E. PERIOD TO DECIDE A CASE**

The Ethics Committee shall decide the case within Forty-five (45) Working Days from receipt of the Answer/Explanation of the member complained of, or after the lapse of the period to file an Answer/Explanation without an Answer/Explanation being filed.

All Decisions rendered by the Ethics Committee shall be final and immediately executory.

### **NON-ELIGIBILITY FOR AWARDS**

Members declared guilty of violation of any of the offenses listed in this Code shall not be eligible for any award or recognition given by NIWI to its members for a period of twelve (12) months from the service of the penalty.

### **FOREIGN TRANSLATIONS**

From time to time, the Company may make available foreign language translations of marketing, sales and policy materials. If discrepancies are found in wording, meaning, or interpretation between the English and foreign language translation, the English version will always prevail.

#### **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights shall remain the exclusive property of NIWI, which includes but not limited to copyright, trademark, service mark, trade name, corporate mark, logos, insignias, signage, and designs. Any act of alteration, modification or unauthorized use of the company's intellectual property is strictly prohibited.

#### **INDEMNITY**

Each Member shall hold the company harmless for any claims, damages, or liabilities arising from the Member's misrepresentation, negligence or failure to follow up the P&P. This provision will survive the cancellation of the Agreement.

#### **STATUTORY PRECEDENCE**

The Company's P&P is subject to the prevailing government, territorial and provincial laws governing our industry. These laws take precedence over any item included herein.

#### **PROGRAM MODIFICATIONS**

In order to maintain a viable business and to comply with governing laws and economic conditions, the Company has the sole right and discretion to modify its compensation plan, product line, pricing or P&P. Such modifications shall be immediately binding upon notice to Members. Updates shall be posted on the Company website. A hard copy will be made available at the Member's written request. Members agree to abide by any such modifications.

#### **NON-WAIVER PROVISION**

Failure by the Company to exercise any rights to the provisions stated in this P&P, Niwi International, Inc. Business Plan, Member Application & Agreement, or any other document referenced herein, shall not constitute a waiver of the Company's right to demand exact compliance therewith. Waiver of this right by the Company can only be made effective by an authorized officer of the Company in writing.

#### **POLICY ENFORCEMENT**

If any provision of the P&P is found to be invalid, illegal or unenforceable for any reason, the Company may amend or delete that provision. The amendment or deletion of any clause or provision, will not affect the remaining clauses and provisions, which will remain in full force and effect.

#### **ARBITRATION**

- a. Both the representative and the Company hereby agree that their relationship is governed by this P&P. Any claim, dispute or other differences shall be exclusively resolved by binding arbitration pursuant to the arbitration rules of due process in accordance with the laws of the Philippines. Members waive their right to trial by any court. All arbitration proceedings shall be held in the appointed location.
- b. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and, if necessary, be reduced to a judgment in any court of competent jurisdiction. Nothing in this Agreement shall prevent the Company from applying to and obtaining from any court having jurisdiction, a writ of attachment, an injunction, or other relief available to safeguard and protect the Company's interest prior



## MEMBERSHIP POLICIES and PROCEDURES

as of June 1, 2019

to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding. This agreement to arbitration shall survive any termination or expiration of the Agreement.

### GOVERNING LAW, JURISDICTION AND VENUE

Jurisdiction and venue of any matter not subject to arbitration shall reside in the member's registered country unless the laws of the province or territory in which the Member resides expressly require the application of its laws, in which case that country/territory's laws shall govern with respect to jurisdiction and venue.

