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1. Policies and Procedures

The Policies and Procedures of Conxxion Pacific Pty Ltd ABN 85 108 535 708 ("Conxxion"), governing Australian and New Zealand Independent Business Owners (IBOs), are outlined below. Please take time to read the entire document to fully understand the Policies and Procedures. These Policies and Procedures are incorporated by reference in the Conxxion Independent Business Owner (IBO) Agreement. In the case of any conflict between these Policies and Procedures and the IBO Agreement, the IBO Agreement shall prevail. In the case of any conflict between the Compensation Plan and either the IBO Agreement or these Policies and Procedures, the Compensation Plan shall prevail.

Conxxion Statement of Operating Philosophy

The Founders of Conxxion believe in leadership by example rather than management by directive. Conxxion's leadership has demonstrated a high degree of integrity and success at both sales and corporate levels. As such, they are committed to the following principles and standards as an expansion of their creed.

Conxxion Commitment to Excellence

Conxxion strives for excellence in the following ways: By maintaining the highest degree of integrity at every level of the company;

- By offering quality products and services at competitive prices;
- By providing prompt, courteous service from a dynamic support team;
- By processing all orders in a prompt and efficient manner.

Service

- The Conxxion corporate management team is committed to supporting its customers and IBOs, to giving them quality service and to calculating and posting reports and commission payments in a timely manner. Conxxion has set these goals to give each IBO the best opportunity to develop a successful business.

Equal Opportunity

Conxxion will not exclude anyone from this great opportunity based on ethical belief, colour, age (once 18 or over), political opinion, employment status, family status, race, gender, marital status, sexual orientation, ethnic or national origin, religion, physical disability or any other ground prohibited by law.

A. Ethics

Conxxion conducts business in an ethical and credible manner and requires its IBOs to deal ethically with their customers, with each other and with Conxxion. Conxxion does not permit unethical or illegal activity and will intercede when such behaviour may exist. Conxxion reserves the right to use its judgment in deciding whether certain activities are unethical. Furthermore, Conxxion may use its own discretion in determining the appropriate course of action.

Examples of unethical or illegal activity include, but are not limited to:

1. Forging a signature on any document. This includes electronic signatures on any Conxxion online customer portal IBO Agreements.
2. Making false or misleading representations of any kind including, but not limited to, misrepresentations about Conxxion's products and services or the products and services or Conxxion's service partners or the Conxxion Opportunity.
3. Collecting payments on behalf of Conxxion.
4. Initiating unsolicited contact with potential customers who do not have a pre-existing relationship with the IBO ("cold marketing").

5. Cross-line recruiting, namely:

- A Conxxion IBO may not solicit an individual or entity to become an IBO if that person has been previously sponsored by another IBO or that person is considering joining Conxxion and being sponsored by another IBO. During the term of their Agreement and for a period of six (6) months after their Agreement has expired or terminated, Conxxion IBOs (the "relevant IBO") are further prohibited from directly or indirectly soliciting an existing or pending IBO into a sales organisation in which the relevant IBO is not currently a member.
 - A Conxxion IBO must not solicit another IBO, whether active, inactive, individual or an entity, to participate in a network marketing program offered by any other company, regardless of whether or not such network marketing company offers products or services competitive to those offered by Conxxion or its service partners.
6. Soliciting another Conxxion IBO to market, sell, supply or buy products or services not produced or supplied by Conxxion or its service partners.
 7. Spreading false or misleading remarks or rumours with malicious intent that may disparage Conxxion, Conxxion employees, another Conxxion IBO or a Conxxion service partner.
 8. Any unauthorised use of Conxxion's name, website content, trademarks or copyrighted material (e.g. reproducing Conxxion's forms, logos, business cards, etc.).
 9. Violation of any laws or regulations or bylaws or industry codes, including but not limited to the Australian Consumer Law (ACL) and the New Zealand Fair Trading ACT (FTA 1986).
 10. Threatening or abusing Conxxion employees or other IBOs.
 11. Offering any benefit, bonus, prize or commission in connection with the products and services of Conxxion and its service partners unless the offer is made on behalf of Conxxion pursuant to the IBO Agreement and it is also consistent with the Compensation Plan. For the avoidance of doubt, such prohibition includes the offering of any benefit, bonus, prize or commission for the recruitment of IBOs or the acquisition of customers.
 12. "Customer stacking", which is the process of acquiring customers and placing them under a downline IBO rather than the acquiring IBO, including placing an IBO's own services under another IBO.
 13. Conxxion IBOs are prohibited from calling Conxxion and representing themselves as a customer for any products or services other than their own.
 14. An IBO's upline or sponsor should not complete any agreement or purchase any Conxxion tools on behalf of another IBO.

B. Acquiring Customers and Conxxion's Anti-Slamming Policy

Conxxion supplies services to "warm markets", as defined in section 1.2C. IBOs are expressly prohibited from soliciting business by direct mail, unsolicited commercial email (spamming), telemarketing, barter arrangement, contest or competitions. The customer themselves must confirm acceptance by completing an online Customer Application and becoming subject to the relevant customer agreement directly with the supplier of the relevant products and services (whether Conxxion or its service partners).

IBO Customer Acquisition Accreditation

IBOs are required to successfully complete online IBO customer acquisition training and accreditation (in the form of an online IBO Accreditation Quiz and other programs) provided by Conxxion and its service partners. IBOs are required to do so at each of the following times: within 5 days of sign up; and within 30 days of the renewal of their IBO Agreement (for IBO renewal information see section 1.7.A of the Policies and Procedures); within 30 days of being directed by Conxxion to complete the program; and by the date otherwise required by Conxxion's service partners. Should an IBO fail to successfully complete an accreditation program within the required time, then, at Conxxion's discretion, Conxxion may suspend the IBO until they have successfully completed the program, suspend the IBO's ability to market the relevant

products or services, withhold or deny payments under the Compensation Plan in relation to the relevant products and services, or terminate their IBO Agreement.

Submission of Customer Applications

IBOs may not submit any Customer Application on behalf of a customer. In the event that an IBO submits a Customer Application on behalf of a Customer, submits any false or fraudulent Customer Applications, or is involved in the submission of invalid Customer Applications, the IBO may be subject to disciplinary action, including termination of all of their IBO rights and loss of entitlement to commissions, bonuses and payments of any kind. Conxxion reserves the right, in its sole discretion, to determine whether legal action shall be brought against any IBO who it believes has intentionally or negligently submitted false, fraudulent or invalid Customer Applications. All illegible, duplicate, or incorrectly completed Customer Applications will not be accepted by Conxxion. It is the IBO's responsibility to review his/her Personal Customer List ("PCL") to ensure that all Customer Applications submitted by customers are listed on it. For the purposes of CABs, Bonuses and Qualifications, the time and date that the Customer Application is received by Conxxion will determine its validity, rather than the time and date that it was sent.

Falsifying Customer Applications

All allegations that an IBO submitted a false or fraudulent Customer Application will result in a thorough investigation by Conxxion. If the falsified or fraudulent Customer Application was used for qualifications, Conxxion reserves the right to require repayment of any CAB payments made as a result, including any upline CABs. Any earned position, which directly relied on the account, will be immediately re-evaluated. During the investigation process, an investigation letter may be sent to the IBO. The IBO must respond within 15 days from the date of the investigation letter. The investigation letter and all relevant information forwarded to Conxxion will be subject to verification. If no response is received and after the appropriate investigation has taken place, an IBO is found responsible for falsifying or forging a Customer Application, the IBO will be terminated. The IBO agrees to indemnify Conxxion for any fines, penalties or charges incurred by or imposed on Conxxion.

Slamming is Prohibited

Conxxion has adopted a zero tolerance policy toward slamming.

Conxxion strictly prohibits slamming. "Slamming" is defined as any practice that causes a customer's service provider to be changed without the customer's knowledge or consent. If a Conxxion IBO receives a letter ("Investigation Letter") notifying them that a slam investigation is currently underway for one of their customers, he/she must respond within the timeframe prescribed by the Investigation Letter. Conxxion will give details of the customer allegation, and the service that is being disputed, plus guidance as to where to address questions or concerns. If it is proven to Conxxion's reasonable satisfaction that a Conxxion IBO engaged in the slamming of a customer, Conxxion reserves the right to:

- terminate the IBO's position immediately whereupon all CABs, bonus payments, commissions and payouts of any kind will be permanently forfeited;
- if the "slammed" account was used for qualifications, require repayment of any CAB or bonus payments made as a result, including any upline CABs.

An IBO engaged in slamming will be required to reimburse Conxxion for any fines, costs and charges assessed or incurred by Conxxion.

Avoiding Slamming

IBOs can avoid slamming by, amongst other things, utilising the following procedures:

- Verify information entered by the Customer against each new customer's current bill for each product or service. This will assist in confirming that the customer's name and product/service details on the Customer Application matches the name and product/service details on the bill. Where there is more than one person listed on the customer's bill, please ask the customer to contact their current provider to verify which one is the account holder.
- Verify that the person completing the Customer Application is the person with authority to act on behalf of the company or the person whose name appears on the bill. It is essential that the person signing the Customer Application has authority to change service providers/services.

An IBO must never sign someone else's name on any document or complete an online Customer Application for the customer.

To avoid instances of slamming, Conxxion or its service partner may review each Customer Application before it is entered into the system. Any form that contains any invalid information, is incomplete, invalid on its face or with an apparently invalid, omitted or forged signature will be investigated and may be rejected.

Putting another IBO's details on a Customer Application is prohibited

IBOs are prohibited from entering the name or ID Number of another IBO on any Customer Application and are prohibited from completing Customer Applications in the name of another IBO.

IBOs are responsible for the validity of the orders of all customers that appear on their Personal Customer List (PCL). Therefore IBOs are encouraged to routinely review their PCLs to ensure that only customers that they have personally acquired appear on the PCL. If an IBO finds that a customer appears on their PCL that they have not personally acquired, they must contact Conxxion immediately.

The completing and submission of Customer Applications in the name of or on behalf of customers is prohibited

Conxxion will vigorously enforce its zero tolerance policy against slamming and other violations of Conxxion's Policies and Procedures or any laws or regulations or by laws or industry codes. If any individual is discovered to have forged a Customer Application or a signature, the offending IBO's IBO Agreement may be terminated immediately. This policy will apply in the first instance of any forgery or violation. If, in Conxxion's sole discretion, Conxxion determines that an IBO is involved in submitting false, fraudulent or incorrect orders, Conxxion may issue a warning to the IBO and require the IBO to report back detailing the remedial actions it took to correct the problem. Conxxion will review each matter and will determine what disciplinary action is warranted, up to and including termination of the IBO's IBO Agreement. If an upline IBO is aware of any violations of this policy, they must notify Conxxion immediately of any knowledge they have of the violations.

Liability

The IBO agrees to indemnify Conxxion for any costs, damages, penalties, fines, and other losses incurred directly or indirectly by Conxxion as a result of slamming or incorrect or invalid information in Customer Applications submitted to Conxxion or its service partners including but not limited to connection and/or reconnection charges and call costs incurred by customers without valid Customer Applications. In addition,

an administrative fee in accordance with costs incurred by Conxxion will be charged to the IBO. Conxxion may offset such costs against future CABs, commissions or other payments due to the IBO.

C. Offerings/Terms of Service

Conxxion and its service partners have the sole right to accept or reject orders for their relevant products and services, to establish and change the prices of such products and services, as well as to establish the terms and conditions of their offering. Conxxion and its service partners may also discontinue offering or selling any product or service, without liability or obligation to IBOs.

IBOs may only offer and sell products and services in accordance with the product and service descriptions, rates, terms and conditions, as established by Conxxion and/or any regulatory agency, or by Conxxion's service partners. All sales representations and activities must be in full compliance with all applicable laws, regulations, industry codes, standards and determinations.

D. Co-Mingling of Funds

IBOs must make their application, business support and renewal fees payable to Conxxion only. No IBO shall accept funds for applications and co-mingle them with personal accounts. Conxxion may terminate any IBO's IBO Agreement if the IBO co-mingles funds or operates a bank account in the name of Conxxion or any other similar name. If a sponsoring IBO makes a payment to Conxxion by credit card on behalf of a prospective IBO, they must make sure payment is valid and in full, and that payment must be made to Conxxion prior to or immediately upon receiving such funds from the prospective IBO.

E. Personal Usage/Purchases

An IBO is not required to subscribe to or purchase any product or service offered by Conxxion or its service partners. Advancement to higher levels in the Conxxion Compensation Plan is based upon the acquisition of customers. However, if an IBO chooses to purchase any products or services offered by Conxxion or its service partners, he/she will be responsible for all billing when due. If an IBO becomes past due on any bill, for products or services supplied by Conxxion or its service partners, Conxxion may deduct amounts owed from future CAB or commission payments, or restrict these payments until such time as the charges owing have been paid. Conxxion reserves the right to terminate an IBO that is repeatedly past due in the payment of any product or service.

Unauthorised Contact

Under no circumstances is an IBO permitted to directly contact any carrier/supplier/service provider with whom Conxxion contracts, unless it is specifically in relation to a personal account they may currently have with said carrier/ supplier/ service provider.

In the event that a customer is experiencing difficulties with a specific product or service, please inform the customer to directly contact Conxxion or the relevant service partner to resolve the matter.

F. Territorial Rights/Conducting Business Across Borders

Each IBO has the non-exclusive right to market the Conxxion Opportunity and Conxxion services in any territory where Conxxion and its service partners currently offer products and services to customers. IBOs may not market the Conxxion Opportunity or such products and services in a new territory prior to Conxxion formally announcing, in writing, that

marketing the Conxxion Opportunity and such products and services is permitted in that new territory. IBOs may only promote Conxxion in countries where Conxxion currently operates and may only promote particular products and services in markets where Conxxion is actively marketing such products and services. IBOs must adhere to the Conxxion Policies and Procedures which are applicable in the territory in which they are operating from time to time. Notwithstanding the above and unless Conxxion expressly varies this part of this policy, each IBO specifically acknowledges that it is solely responsible for knowing and adhering to all laws, regulations, codes, standards and accepted business practices in the territories in which they choose to market (including laws in Australia and New Zealand in respect of IBOs based in territories outside Australia and New Zealand but which are operating in Australia and New Zealand). This includes, but is not limited to, customs and immigration laws, privacy laws and accepted marketing and trade practices.

1.2. Marketing and Advertising Policy

A. Company Philosophy Regarding Marketing Materials and Events

Conxxion has developed a successful system based on solid experience and knowledge. As such, we have created marketing materials and activities to fully support this model. Conxxion believes that no other marketing materials or activities are necessary to become successful as a Conxxion IBO. Therefore, Conxxion prohibits our IBOs from creating and/or distributing any marketing materials other than official Conxxion material, without prior written approval of Conxxion. In addition, Conxxion strongly discourages the practice of monetarily profiting from any type of marketing event.

B. Use of Conxxion's Identity

In addition to our IBOs and employees, Conxxion's identity is one of its most valuable assets and, therefore, must be protected at all times in order to maintain its integrity for all. As such, Conxxion IBOs are strictly prohibited from representing themselves as having any other affiliation with Conxxion other than as an "Conxxion IBO" at any time or in any manner. For the purposes of this clause, the term "identity" shall encompass the corporate image and goodwill of Conxxion. Also, IBOs are strictly prohibited from using logos, names, trademarks, or other proprietary information belonging to Conxxion, its ultimate parent company Conxxion Inc., or wholly owned subsidiaries and affiliates of Conxxion or Conxxion Inc., unless expressly authorised to do so by Conxxion in writing.

C. Customer & IBO Acquisition

Definition of Warm Marketing

Conxxion is a network marketing company that is focused solely on relationship, or "warm marketing" techniques. Warm marketing means marketing to those persons or businesses with whom an IBO has a pre-existing relationship at the time the marketing of products and services or the Conxxion Opportunity commences.

From the above definition, an IBO's warm market can be broadly described as all persons or businesses with whom they have had personal contact or otherwise have an existing relationship. A one-off contact with a person, in a personal, business or social context unrelated to Conxxion will be enough for Conxxion to consider an individual to be part of an IBO's warm market. Personally known referrals from an IBO's existing warm market are also considered part of an IBO's warm market.

In the event that an IBO owns and is involved in the day to

day running of a separate business, the existing clients or customers of that business will be part of the IBO's warm market.

In saying this, the IBO must abide by Conxxion's other policies, for example: they may not co-promote their Conxxion business with that of any other business.

Customer Acquisition

Conxxion strictly prohibits IBOs from engaging in any cold marketing techniques for purposes of customer acquisition at any time. Cold marketing includes any promotional activity that is geared toward random individuals who have no personal, business, social or acquaintance relationship(s) with the IBO.

Examples of cold marketing include, but are not limited to, mass advertising, purchased leads, trade show participation, door-to-door selling, telemarketing, pamphlet distribution, autodialer usage, etc. Conxxion also strictly prohibits the purchase or sale of customers at any time. Conxxion will rigorously enforce its 'no cold marketing' policy. Should an IBO violate this policy they may be suspended or terminated at Conxxion's discretion.

IBOs must strictly adhere to any cooling-off procedures and mandatory notices which may be applicable when acquiring customers, such as informing the customer about his or her right to cancel a product or service and the fact that the services will be provided by Conxxion or its service partner.

IBO Acquisition

Conxxion strongly discourages cold marketing techniques for purposes of recruiting, as these can be costly, ineffective, and highly distracting to an IBO's network marketing efforts. The use of bulk unsolicited email or SMS, broadcast fax and telemarketing and "speed dial" (random or auto dialling) for recruiting purposes is strictly prohibited.

D. Development and Use of Independent Marketing Materials

Conxxion creates a wide range of professional marketing materials for use by IBOs in selling products and services and promoting the Conxxion Opportunity. Conxxion strictly prohibits IBOs from creating, distributing, and/or using non-Conxxion developed marketing materials unless a prior written approval is given by Conxxion. Such approval may be withdrawn at any time by written notice from Conxxion to the IBO.

Marketing materials are defined as any printed, broadcast or electronic communications including, but not limited to, advertisements, brochures, videotapes, audiotapes, flyers, banners, flags, websites, telephone recordings, emails, presentation materials, apparel, building signage, etc.

Conxxion strictly prohibits, and will not authorise, marketing materials created by IBOs that:

1. Do not adhere to Conxxion's policy on use of logos, names, trademarks, and proprietary information.
2. Make any specific references to Conxxion's plans, rates or any component of the Compensation Plan.
3. Make any claims or guarantees related to savings, rates or pricing, either expressed or implied.
4. Make any earnings claims or provide any hypothetical earnings calculations, either expressed or implied
5. Represent Conxxion as an employment opportunity, either expressed or implied.

Conxxion may approve the distribution of marketing materials created by IBOs that promote a presentation meeting or event for purposes of describing the Conxxion Opportunity only, provided that said materials:

1. Are not sold.
2. Only promote a presentation meeting or event.
3. Adhere to Conxxion's policy on use of logos, names, trademarks and proprietary information.
4. Do not make any specific references to Conxxion's plans, rates or any component of the Compensation Plan.
5. Do not make any guarantees related to savings, rates or pricing, either expressed or implied.
6. Do not make any earnings claims or provide any hypothetical earnings calculations, either express or implied.
7. Do not represent Conxxion as an employment opportunity, either expressed or implied.

If an IBO wants to disclose information prohibited by this paragraph, the IBO must use information published by Conxxion.

E. Earnings/Income Claims and Savings, or Rate Guarantees

Conxxion prohibits IBOs from making any promises or guarantees related to earnings/income of an IBO, whether expressed or implied. This prohibition extends to written, electronic and verbal communications and also applies to hypothetical earnings calculations other than those contained in official Conxxion marketing material.

Conxxion IBOs may not make any references to specific or numerical saving guarantees, whether expressed or implied, with respect to products and services. For example, it is a policy violation to use verbiage such as "Conxxion will save you \$X or x% on your telephone bills."

An example of acceptable verbiage is "Many customers of the major telephone carriers will save on their monthly bills with Conxxion's service." This limitation extends to both written, electronic and verbal communications. IBOs are at all times prohibited from publishing comparisons of the prices of products and services offered by Conxxion and its service partners and those of other providers of similar products and services. This is because such comparisons are invariably incorrect due to the complexity of product or service pricing and lead to legal disputes with other providers.

F. Websites, Links, Spamming, Internet Marketing and Advertising

Conxxion maintains a variety of official company websites and also offers all IBOs the option to sign up for their own personal Distributor website to help promote their business. Conxxion strongly believes that it provides its IBOs with all the online tools in order for them to run a successful business, and therefore discourages the creation of any online marketing or advertising outside of what Conxxion already provides.

Personal Conxxion Distributor websites

Conxxion offers its IBOs their personal Distributor website that is created, managed and updated by Conxxion and is the most effective, easiest way to establish an online business presence. These websites contain Conxxion videos, presentations and other authorised content. IBOs can choose from a range of designs that can be personalised with your contact information and photograph. With this program, IBOs can sell products and services, as well as promote and sponsor new IBOs to the Conxxion Opportunity. Each Distributor website is linked directly to the IBOs IBO Business ID number. IBOs are encouraged to use this website in conjunction with their Conxxion business activities.

Other Personal websites, Blogs, Web pages and Social

Networking Sites

If an IBO chooses to create any personal websites, web pages,

blogs and/or social networking sites (MySpace, YouTube, Facebook etc.) the following conditions are mandatory.

These websites must strictly adhere to Conxxion's complete policy on Development and Use of Independent Marketing Materials in paragraph 1.2D and must be submitted for approval prior to being made available on the public domain.

- Content must not include any of Conxxion's proprietary information, such as logos, name, trademarks, etc.
- Under no circumstances is Conxxion video material or online presentations to be made available on any websites other than those created or authorised by Conxxion. IBOs may link to Conxxion's company websites or their Conxxion Distributor website to view these videos and presentations.
- The words "Conxxion IBO" must be on the home page, along with the IBO's name and Conxxion IBO Business ID number.
- No online material should give the impression of representing Conxxion the company, rather than a Conxxion IBO. This includes using Conxxion or Conxxion Inc. as the title for any page within the website, especially the Home Page.
- IBO online material must not contain any product or service information, and may only include information and wording regarding the Conxxion business opportunity.
- Except for the link to Conxxion's company websites or to your personal Conxxion Distributor website, Independent Consultant websites may not have external links.
- Selling products or services online outside of websites created by Conxxion or its service partners is strictly prohibited.
- Copy downloaded from Conxxion company websites or taken from printed Conxxion literature must be used exactly as printed or written. Changing a word or two may change the real meaning or definition.
- Once your site is completed and prior to launch on the World Wide Web - password the site and send a link or screen shots along with your Marketing Approval Form to Conxxion for review and approval.
- There are no guarantees regarding income, and the success or failure of each IBO depends upon each IBO's own skills and personal effort. Websites should not present false or misleading information about Conxxion or the Conxxion Opportunity.
- IBOs may not violate or infringe on the rights of others, including privacy, publicity and proprietary rights.
- It is the sole responsibility of each Conxxion IBO to ensure their online material fully complies with Conxxion's Policies and Procedures, as well as with all applicable Federal and State rules and regulations. IBOs are also responsible for ensuring that their downline comply with these policies.
- All content (including graphics) must be submitted to Conxxion and receive written approval prior to launching the content on the Internet.

Website Domain Names and URLs

Website URLs obtained by a Conxxion IBO can not contain references to Conxxion, its affiliates or trademarked products, other than an IBO's personal Conxxion Distributor website. If a website contains such references, the Conxxion IBO will be required to release the URL to Conxxion.

The Conxxion name is a registered trademark, and only Conxxion is authorised to produce and market online material under this trademark.

Unsolicited emails and Spamming

Conxxion does not permit IBOs to send unsolicited emails. Any email sent by an IBO that promotes Conxxion, the Conxxion Opportunity, or products and services of Conxxion and its service partners must comply with the following:

- There must be a functioning return email address to the sender that includes a request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honoured.
- All emails sent that promote Conxxion, its Opportunity or products and services of Conxxion and its service partners must adhere to all the other marketing and advertising guidelines.

In addition, Conxxion strictly prohibits "Spamming," or the use of unsolicited email messages or broadcasts, including the use of Conxxion's Message Centre to send any emails that are not Conxxion related.

G. Telemarketing, Random Diallers and Lead Generation Programs

Conxxion strictly prohibits the use of telemarketing and "speed dial" (random or auto dialling) marketing by Conxxion IBOs. This limitation applies to both customer acquisition and recruiting activities.

Conxxion strictly prohibits the use of lead generation advertising programs for purposes of customer acquisition, as this is a form of cold marketing. Conxxion strongly discourages the use of lead generation advertising programs for purposes of recruiting, as these can be costly, ineffective, obtrusive, and highly distracting to an IBO's network marketing efforts.

H. Benefits, Cash or Monetary Incentives

Conxxion strictly prohibits IBOs from offering or using cash or monetary incentives, promotions, prizes, bonuses or any other benefit in connection with the sale of products and services of Conxxion and its service partners or for the purposes of recruiting new IBOs.

I. Media Enquiries and Personal Appearances

On occasion, Conxxion IBOs may be contacted by members of the media as a source or subject for a story. If this occurs IBOs must immediately refer such enquiries directly to Conxxion.

IBOs are strictly prohibited from representing Conxxion in any public media arena, and from using uncompensated media forms including, but not limited to, news releases, articles, editorials, unpaid advertising, infomercials/advertorials, and television, cable or radio program appearances to promote or publicise Conxxion or the products and services of Conxxion and its service partners, except as approved in writing by Conxxion before use occurs. Such requests must be submitted in writing to Conxxion at least 30 days in advance of the media activity. This policy is necessary to ensure an accurate, legal and consistent public image for Conxxion and its IBOs.

J. Fundraising

Conxxion strongly discourages marketing the Conxxion Opportunity to non-profit organisations as a method of fundraising as these programs seldom work well within Conxxion's proven sales model. However, if introducing the Conxxion Opportunity to a non-profit organisation, IBOs are responsible for advising the organisation to discuss the tax and legal implications of this type of business with professional tax and legal advisors. Conxxion does not allow incorporated societies, incorporated associations or companies limited by guarantee (the most common legal structures for not for-profit entities) to become IBOs or maintain an IBO position in their name.

K. Purchases of Marketing Materials

Conxxion advises IBOs to be very cautious regarding any

marketing materials not produced and distributed directly by Conxxion. Only marketing material produced by Conxxion or for which an IBO has received unrevoked approval in writing, is permitted.

The purchase of marketing materials is not required to be a Conxxion IBO.

L. Promotion of Other Businesses/Programs

Conxxion strictly prohibits the co-marketing of any other business, product, service, seminar or program in conjunction with the products and services of Conxxion and its service partners or the Conxxion Opportunity. This limitation applies to all promotional activities including, but not limited to, marketing materials, events, presentations, verbal solicitations, etc. In addition, Conxxion prohibits the practice of using non-Conxxion speakers at any Conxxion-related event.

M. Events

Conxxion supports the practice of "Regional Training Events", "Super Saturdays," "Business Opportunity Meetings" and "Private Business Receptions", as they are valuable educational tools when held properly with both professionalism and integrity. The purpose of such events is to provide further education on the Conxxion opportunity and the products and services of Conxxion and its service partners and how to be successful within this business.

Under no circumstances are such meetings intended to provide any additional income stream to those who are sponsoring the events, and must be offered as non-profit activities at all times. Any charges levied by an IBO organising such an event may be no more than is required to cover direct external costs and expenses.

Attendance at Conxxion events is not a requirement for being an IBO.

N. Indemnity & Set Off

The IBO hereby indemnifies Conxxion against any legal or operational fees, losses, damages, costs and penalties arising as a result of any violation of these Policies and Procedures or breach of the IBO Agreement by the IBO. Conxxion may set off such costs against future Customer Acquisition Bonuses (CABs), commissions or other payments due to the IBO.

O. Further Limitations

Conxxion reserves the right to limit or prohibit any marketing activities that cast negative connotations on the integrity and reputation of Conxxion.

P. Protect Conxxion's Image

The IBO acknowledges and agrees that it will act in a manner that will ensure the business interests and image of Conxxion are maintained and that it will not become involved in any act, situation or occurrence that in Conxxion's opinion tends to subject either the IBO, Conxxion, any other IBO or any Conxxion customer to any ridicule, contempt or scandal that reflects unfavourably on Conxxion or the products and services of Conxxion and its service partners.

Q. Designated Marketing Program

IBOs must not induce a person to become a Conxxion customer by making representations regarding the benefits of a designated customer to customer marketing program ("designated program"). Such a program will be designated by notice to IBOs.

IBOs must not make any representations regarding a

designated program to prospective customers, but may mention the program to existing customers.

IBOs are not eligible to refer customers using a designated program. Participation in the program is by invitation only and is only open to certain existing Conxxion customers selected by Conxxion at its complete discretion. Not all customers will be eligible to participate.

A customer who acquires a product or service as the result of a designated program will be added to the PCL of the IBO whose customer was the referring customer. Once added to the PCL the referred customer will count towards the IBO's Customer Points and commissions in the same way as a personal customer acquired directly by the IBO.

1.3. Status as an IBO

A. Claims of Employment

IBOs are independent contractors and not employees of Conxxion. The position of IBO shall not be construed as creating a relationship of employee-employer, partnership or joint venture between any IBO and Conxxion. It is prohibited to assert or imply that an IBO or prospective IBO is or will be employed by Conxxion.

B. Responsibility for Own Expenses and Insurance

IBOs are responsible for all expenses, which result from their business operations as Conxxion IBOs. Miscellaneous expenses include, but are not limited to, licenses or permits required to operate a business, legal fees connected with the use of a business name, telephone expenses, product advertising, etc. IBOs must maintain all insurances required by law and in particular, must maintain current workers compensation or similar statutory insurance in any jurisdiction where required by law. The IBO must provide Conxxion with evidence of such satisfactory insurance within 14 days of Conxxion's written request for such.

C. No Binding Conxxion

IBOs shall not involve or purport to bind Conxxion in any contractual relationships in relation to their businesses, apart from Conxxion's standard agreements relating to the supply of Conxxion's products and services. IBOs cannot and shall not sign contracts, rent or lease office space or equipment, open bank accounts, secure credit, cash negotiable instruments, make purchases or enter into agreements of any kind in the name of Conxxion. Such action is prohibited and cause for termination of the IBO's IBO Agreement. Each IBO shall hold Conxxion, its shareholders, partners, members, directors, officers and employees harmless from any claims, damages or liabilities arising out of action that is prohibited by this paragraph. IBOs shall not involve or purport to bind any of Conxxion's service partners in any contractual relationships.

D. Reporting Taxes

IBOs are not considered employees for any legal or tax purpose or any other laws governing employees. It is the IBO's responsibility to make self-employment and income tax payments as required by law.

If any information provided to Conxxion is incorrect or if any relevant tax authority notifies Conxxion that the information provided by the IBO does not match their records then Conxxion will suspend all future payments due to the IBO until the matter is resolved.

The IBO indemnifies Conxxion and must keep Conxxion indemnified against any claim, action, damage, loss, liability,

cost, expense or payment suffered or incurred by Conxxion as a direct or indirect result of, or in connection with, any failure by the IBO to pay all necessary taxes and/or take out and maintain all insurances required by law.

1.4. Legal Entities Operating as an IBO

Permitted Entities

An individual, partnership, proprietary company or discretionary (family) trust (individual trustees or corporate trustee) ("Permitted Entity") may become an IBO subject to review and approval by Conxxion. Other legal entities, including public or listed companies and incorporated associations or societies may not become IBOs.

Where an existing IBO position is held by an entity that is not a Permitted Entity, the IBO position must be transferred to a Permitted Entity approved by Conxxion within 60 days of receipt of written notice from Conxxion requiring such transfer. If such transfer does not take place within the 60 day period, or such extended period as agreed by Conxxion in writing, the IBO position will be terminated.

The 100% Rule

At no time may any individual obtain or maintain legal or beneficial interests in multiple IBO positions where such interests:

1. Add to more than 100% of an IBO position, or equivalent.
2. Are not in IBO positions, each of which is either directly sponsored by or sponsors another IBO position in which the individual holds an interest ("the 100% Rule").

Where an individual holds interests in existing IBO positions which contravene the 100% Rule the individual must restructure his/her interests to comply with the 100% Rule within 90 days of receipt of written notice from Conxxion requiring such. If such restructure does not take place within the 90 day period, or such extended period as agreed by Conxxion in writing, Conxxion may, at its sole discretion, suspend or terminate any IBO position which is causing the individual to contravene the 100% Rule.

A. Companies

To become a new IBO with proprietary company status or to change to a proprietary company status, Conxxion requires a written notification and a new IBO Agreement must be executed by the company.

The written request must provide the following "business paperwork":

- I. A copy of the certificate of incorporation of the company.
- II. The names of all shareholders/persons with more than 5% legal or beneficial interest in the company and the amount of shares held by each of them.
- III. The names and addresses of each of the directors of the company.
- IV. Designation of one (1) director as the responsible party for the company's operations and sales.

The new IBO Agreement must be executed by the company in accordance with the corporations or companies Act by which the company is bound.

It is not permissible for any shareholder or director of a proposed or current IBO company to hold, or have held in the previous 12 months, legal or beneficial interests in other IBO positions which exceeds, or would exceed the 100% Rule.

B. Partnerships

To become a new IBO with partnership status, to change to a partnership status or to add a partner to a partnership, Conxxion requires written notification and a new IBO

Agreement must be executed by all the partners in the partnership

The written request must provide the following "business paperwork":

- I. Legal or beneficial interest in the partnership and their percentage ownership of the partnership).
- II. Designation of one (1) partner as the responsible party for the partnership's operations and sales.

It is not permissible for any partner of a proposed or current IBO partnership to hold, or have held in the previous 12 months, legal or beneficial interests in other IBO positions which exceeds, or would exceed the 100% Rule.

C. Trusts

To become a new IBO with discretionary trust status or to change to a trust status, Conxxion requires written notification and a new IBO Agreement must be executed by all trustees of the trust or the corporate trustee in accordance with corporations or companies Act by which the corporate trustee is bound.

The written request must provide the following "business paperwork":

- I. The names of all trustees and beneficiaries.
- II. For a corporate trustee, a copy of its certificate of incorporation and the names and addresses of each director of the corporate trustee.
- III. Designation of one (1) individual as the responsible party for the trust's operations and sales.

A copy of the trust deed must be provided to Conxxion promptly on request by Conxxion.

It is not permissible for any trustee or beneficiary of a proposed or current IBO trust to hold, or have held in the previous 12 months, legal or beneficial interests in other IBO positions which exceeds, or would exceed the 100% Rule.

D. Common Requirements

The following items are needed to apply to become a Conxxion IBO, or to change the Permitted Entity status of an existing IBO position:

1. A completed IBO Agreement, properly executed in accordance with the above requirements.
2. For companies, partnerships and trusts: business paperwork listed above. It is the IBO's responsibility to ensure that Conxxion has received all the business paperwork to approve the IBO position as a company, partnership or trust. If Conxxion does not receive the business paperwork with the properly executed IBO Agreement, then Conxxion will suspend the IBO's rights under the IBO Agreement, including rights to commissions and CABs until all of the business paperwork is received and processed by Conxxion.
3. In order to grant approval for a new or transferred IBO position, Conxxion must receive and have on file for one (1) year, written notice of resignation of any previous interest in an IBO position; or one (1) year must have lapsed since a non-renewal of any previous interest in an IBO position.

Conxxion will only permit an existing IBO position to change its status to or from a company, partnership or trust where the beneficial ownership, including relevant percentage shares, of the position remains unchanged. In any other case the change of status will be considered a sale and subject to the requirements of paragraph 1.7.B.

Where an existing IBO with company, partnership or trust status has not provided the business paperwork required above, such business paperwork must be provided to Conxxion within 30 days of receipt of written notice from Conxxion requiring such. If such business paperwork is not provided within the 30 day period, or such extended period as agreed by Conxxion in writing, Conxxion will suspend the IBO's rights under the IBO Agreement, including rights to commissions and CABs until all of the business paperwork is received and processed by Conxxion.

D. Marriage/De Facto Partners

A spouse may operate under the same IBO position or independently. If the spouse chooses to operate independently, then one spouse must be sponsored by the other. Conxxion reserves the right to ensure that spouses who operate distributorships independently are correctly sponsored and make any corrections that are necessary. Spouses who choose to operate the same position will be treated as partners. In the case of a divorce or legal ending of a de facto relationship, the IBOs must notify Conxxion of the effect on the IBO position(s) and provide such documentation as Conxxion may request.

In the event of a dispute between IBOs over the ownership of an IBO position, Conxxion has the right to suspend the IBO position pending resolution of such dispute or consider the party listed as the primary contact on the IBO position to be the owner of the position. Conxxion will not be liable for any losses, claims, or expenses arising from such treatment of the IBO position prior to Conxxion's receipt of notice and requested documentation of the final disposition of the position.

Notwithstanding anything to the contrary contained in your IBO Agreement, in the event of a divorce or legal ending of a de facto relationship; following formal disposition of the formerly-shared IBO position, a former spouse who loses all rights and interest in the formally-shared IBO position is permitted to start a new IBO position under any permitted sponsor, despite having an interest in the formerly-shared IBO position within the preceding 12-month period.

F. Right of Approval of Structures & Names

Conxxion reserves the right to approve or disapprove any IBO's choice of business names, or business structures. Conxxion may refuse to approve any application for a Permitted Entity to become an IBO or change status where Conxxion believes that it is an attempt to circumvent the Policies and Procedures.

Conxxion reserves the right to verify all authorisations to trade prior to approving changes. In the absence of any agreement or notification, Conxxion will only recognise the individual whose IBO Business ID Number or ABN was originally listed on the IBO Agreement. Please note that Conxxion only continues to service the IBO who remains listed in our computer system.

1.5. Identification Numbers

All IBOs will be assigned a unique number that identifies them as a IBO with Conxxion. This number is referred to as a IBO Business ID Number. It is the IBO's responsibility to ensure this number is provided on all Customer Applications and on the IBO Agreement when sponsoring a new IBO.

1.6. Sponsoring New IBOs

A. IBO Agreements

New IBOs must complete the IBO sign up process on Conxxion's website. The sponsor must ensure that the new IBO has read the Policies and Procedures and the terms and conditions of the IBO Agreement. The start date of an IBO is the date that their completed IBO Agreement is accepted by Conxxion and entered into Conxxion's systems, and payment of the Sign-Up fee is received. Conxxion reserves the right to refuse registration of an IBO Agreement without payment and to adjust the start date accordingly.

B. Representations

IBOs shall make no claim or inference to prospective IBOs as to

the anticipated or actual income an IBO might earn.

Conxxion makes no guarantees of income, nor assurances of any profits or success. Any profits or success resulting from activities as an IBO are based upon customer acquisition and the amount of products and services purchased by those customers. The extent of the success or failure achieved by an IBO will depend on many factors including, without limitation, the IBO's effort, commitment and skills and external factors such as the behaviour of Conxxion's competitors and general economic conditions.

Each IBO understands that no regulatory authorities ever review, endorse or otherwise approve any product membership or compensation program of any marketing company. As such, no IBO shall make such claim to a prospective Conxxion IBO. In the event that a question arises concerning Conxxion's compliance with the law, such question shall be submitted to Conxxion in writing. Conxxion IBOs shall make no false claims or misleading statements concerning these relationships and understand that if they do, their relationship with Conxxion may be terminated and all commissions and bonuses forfeited.

IBOs agree to indemnify and hold Conxxion harmless from all claims, damages and expenses, including attorney fees arising out of actions or omissions in violation of these Policies and Procedures and the IBO Agreement. All warranties or representations implied by law are expressly excluded to the extent that it is possible to do so.

If an implied representation or warranty cannot be excluded but the consequences of a breach can be limited, then those consequences are limited to the fullest extent possible.

C. IBO Disputes

Conxxion may mediate any dispute between two or more IBOs if requested to do so by all of the parties involved. If Conxxion agrees to mediate any dispute, its findings shall be binding on all parties involved. Conxxion reserves the right to review sponsoring practices. Conxxion will not mediate disputes between individuals involved in the same IBO position (i.e. company, partnership or trust). In such circumstances Conxxion will abide by the wishes of the person designated in the business paperwork as responsible party for the partnership's operations and sales.

D. Changing Sponsorship

Conxxion believes in and maintains the maximum protection of the IBO's relationship with his or her immediate upline IBO (a "sponsor"). Therefore, changing sponsors is strictly prohibited.

Where a person relinquishes involvement (i.e. as individual, director, shareholder, partner, trustee or beneficiary) in a Conxxion IBO position under one sponsor, whether by resignation, termination or otherwise, that person may not take up any new involvement in an IBO position under a new sponsor until a period of no less than one full year has expired. For the avoidance of doubt, this rule is a particular application of the 100% Rule.

All resignations must be in writing and delivered to Conxxion.

Conxxion reserves the right to change sponsorship if it is found that an error occurred or that unethical or misleading practices were used.

1.7. Maintaining/Changing the Status of Your Business

A. Business Support Fee and Annual Renewal Fee

Conxxion's Business Support Fee is a monthly fee which is payable by an IBO. The Business Support Fee is for services provided by Conxxion to the IBO and their customers. The Business Support Fee for Australian IBOs is A\$22.00 (inc. GST) per month and for New Zealand IBOs is NZ\$23.00 (inc. GST). The Business Support Fee must be paid by each monthly due date or deactivation of your IBO position may occur, resulting in the forfeiture of bonuses, commissions or other payments from Conxxion.

Conxxion's Annual Renewal Fee becomes due and payable by an IBO on each anniversary of the date of their IBO Agreement ("anniversary date"). Conxxion may change the anniversary date to a later date by giving notice of the new anniversary date. The Annual Renewal Fee is for services provided by Conxxion to the IBO and their customers. The Annual Renewal Fee for Australian IBOs is A\$55.00 (inc. GST). The Annual Renewal Fee for New Zealand IBOs is NZ\$57.50 (inc. GST).

A renewal application and the Annual Renewal Fee must be received by Conxxion no later than 30 days after the anniversary date or deactivation of your IBO position will occur, resulting in the forfeiture of bonuses, commissions or other payments from Conxxion. In order to ensure that an IBO is following the "spirit" as well as the "letter" of the Policies and Procedures and that the IBO is operating his/her IBO position in an ethical manner consistent with the image and character of Conxxion, all renewals are subject to the acceptance by Conxxion in its absolute and unfettered discretion. It is the IBO's responsibility to ensure that Conxxion has his/ her accurate and current address information. The IBO will be notified on the IBO Back Office when the Annual Renewal Fee is due prior to the anniversary date.

Conxxion may charge a nominal fee to process certain payments. Conxxion may from time to time modify the Business Support Fee or the Annual Renewal Fee upon written notice to me.

B. Selling Your IBO Business

To protect the integrity of the Conxxion business opportunity, Conxxion restricts the sale of IBO positions. All requests for the sale of an IBO position must be reviewed and approved by Conxxion. For approval to sell your IBO position, forward a letter of intention to Conxxion, indicating your wish to sell and requesting consent. The letter must include the buyer and the seller's name and contact information, as well as a description of all the consideration payable in connection with the sale. Conxxion will send all required documentation to the seller for completion, before the process can begin. Conxxion reserves the right to veto a sale at its sole discretion and reserves the right to purchase the position at the price agreed upon between the prospective buyer and seller. The seller may not receive any income from the position after the sale unless expressly approved in writing by Conxxion. The IBO position WILL NOT be considered SOLD until it is approved by Conxxion. Therefore, DO NOT accept any funds from the potential buyer until the sale has been approved by Conxxion and finalised. Conxxion charges the buyer a \$1,000 fee (in the local currency of the buyer, GST inclusive) to process any approved sale, which must be paid directly to Conxxion and not through a third party. Do not send the \$1,000 fee until Conxxion has approved the sale. Conxxion may waive or reduce the \$1,000 fee at its sole discretion in very limited circumstances.

Companies, partnerships or trusts that have a change of control, ownership or beneficial entitlement greater than five percent (5%) must notify Conxxion of such change.

Companies, partnerships or trusts that have a change of control, ownership or beneficial entitlement greater than

twenty percent (20%) must obtain approval of Conxxion for such change. Any new partners/shareholders/directors and trustees must comply with the Terms of the IBO Agreement and these Policies and Procedures.

If there is a change in control, ownership or beneficial entitlement of 50% or greater in one transaction or a series of transactions, then the rules regarding the sale of an IBO status apply including the \$1,000 transfer fee. In these Policies and Procedures "control" has the meaning given in section 50AA of the Corporations Act 2001.

C. Transfer/Disposition of IBO Business

Upon the death or incapacity of an individual IBO the rights to the commission and bonuses shall pass to the individual's estate. In the case of such a transfer to an existing IBO, or to an individual listed as a partner/director/ shareholder/trustee/ beneficiary in an existing IBO position, the individual will need to contact Conxxion to discuss his/her options to prevent a breach of the 100% Rule. If such transfer is of a temporary nature (i.e. the IBO is temporarily incapacitated), temporary suspension of a position to prevent breach of the 100% Rule will be considered on request. Documentation of legal standing or power of attorney of a designated successor must be presented prior to any and all changes.

D. Change of IBO Information

IBOs must promptly report any change of address, telephone number change or email address change by sending a written notification to Conxxion, by calling Conxxion or by using the IBO Back Office website.

1.8. Commissions and Bonuses

A. Reports

Conxxion makes available reports and/or business tools to assist the IBOs in managing their business. The IBO acknowledges and agrees such information is proprietary and confidential to Conxxion and is transmitted to the IBO in strict confidence. The information provided may not be distributed to any other person or entity. But for this agreement of confidentiality, Conxxion would not provide the above information. To receive your password to access the Conxxion website, please visit "First Time Login" via the IBO Back Office.

B. Eligibility for Commissions

All IBOs must be active and qualified according to the Compensation Plan in order to be eligible to receive any commissions.

C. Customer Acquisition Bonuses (CABs)

Customer Acquisition Bonuses are weekly bonuses paid to IBOs who have qualified for the appropriate earned level according to the Compensation Plan and who have assisted their newly sponsored IBOs to become qualified by acquiring the minimum number of personal customers within a certain period from their start date. All CABs will be paid out based on the newly sponsored IBO's start date.

All documentation necessary for CAB qualifications must be received and processed by Conxxion by the cut-off deadline for that CAB payment. Please refer to Conxxion's website for the specific deadlines for submitting Customer Applications and IBO Agreements, etc.

D. Commissions

Commissions are calculated based on the commissionable revenue on products and services used by your customers and the customers in your organisation. Commissionable

revenue is determined according to the Compensation Plan for the country in which the products and services are provided. Commissionable revenue is billed revenue less taxes, nonrevenue surcharges and an allowance for bad debt.

Conxxion reserves the right to reduce commissionable revenue by a percentage factor for promotional plans, products, negotiated pricing or certain products and services.

Commissions are released on the first business day following the third Friday of each month.

Commissions are paid the third month after the close of the month the customer is billed. Thus, if a Conxxion customer is billed for products and services in April, commissions will be paid on that customer's April billing in July. The commission qualifications listed on the Compensation Plan are minimum qualifications.

Conxxion recommends that IBOs exceed the minimum qualifications in order to ensure that they remain fully qualified in the event that customers cancel their product or service. All customers submitted for your commission qualifications must be received and processed by the cut off deadline stated on the Conxxion website.

An administration fee may be deducted from each CAB, commission, or any promotional bonus payment to cover processing costs relating to the issuance of the payment and the statement. A payment will not be issued until the total amount (less the administration fee) is greater than the minimum amount stated on the Conxxion website. If a payment must be reissued, the IBO will be responsible for the fees involved with placing a stop payment on the original payment and reissuing a new payment.

E. Reversal of CABs, Bonuses or Commissions

Conxxion reserves the right to retract the payment of any CAB, commission or bonus if it is found that a customer or Customer Qualified IBO used to qualify for a CAB, bonus or commission level was not a valid active customer or Customer Qualified IBO or was not acquired properly. If those same customers or Customer Qualified IBO were used to achieve a particular level of commission entitlements the monies will be adjusted as well as the position.

F. Adjustments for Uncollectible Accounts

Conxxion reserves the right to adjust commission payments for bad debt. The amount deducted may be based on the overall bad debt average and/or specific deductions on an account-by-account basis or a combination thereof.

If an IBO is found to be targeting customers whose product or service was previously cancelled by another provider for non-payment, targeting those customers who knowingly have accounts not in good standing, or has an extraordinary level of bad debt in its customer base and does not take reasonable steps to address the bad debt level when requested by Conxxion that IBO's IBO Agreement may be suspended and/or terminated. In addition, the IBO may be held liable for any unpaid debts in these circumstances.

G. Customer Qualifications

CABs, commissions and the advancement to earned levels in the Compensation Plan are based on the acquisition of customers.

Establishing customer accounts for the purposes of qualifications when the customer does not intend to use the product or service or when the customer is not aware that such an account has been established is prohibited and is subject to disciplinary action up to and including termination. Conxxion

reserves the right to remove such customers from an IBO's PCL if such prohibited activities are found to have occurred.

Customers that cancel a product or service and those that do not use the product or service for a period of 3 months may no longer count as active customers for qualification purposes. This process is known as "purging."

The Personal Customer List will display all customers that are scheduled to purge and the date that the customer will be purged so that the IBOs can either contact that customer or acquire new customers in order to avoid losing qualifications. If a customer that is scheduled to be purged, or has been purged, begins to use the product or service again, the IBO who acquired the customer will automatically receive commissions for that customer.

A customer account cannot count toward qualifications for more than one IBO position.

A customer account cannot be moved from one IBO to another unless that customer account has been purged or an IBO is claiming the account relates to his/her own personal product or service.

Conxxion reserves the right to offer a grace period for an IBO to re-qualify their earned position or may allow an IBO to be compensated at a level higher than the current earned level.

["Own Points Rule"]

When completing customer signup for a new product or service an IBO must indicate their involvement in a Conxxion IBO position by ticking the relevant box on the Customer Application in the following circumstances:

- I. For an individual IBO, if the service is in the name of the individual IBO or any person living at the same residential address as the individual IBO.
- II. For a company IBO, if the service is in the name of the company, any of its directors, any shareholder with greater than 20% holding or any person living at the same residential address as any of them.
- III. For a partnership IBO, if the service is in the name of any partner, the partnership itself or any person living at the same residential address as any of them.
- IV. For a trust IBO, if the service is in the name of a trustee, a director of a corporate trustee or any person living at the same residential address as any of them.

In the above circumstances the service shall be considered to be "owned" by the IBO for the purposes of the Own Points Rule.

The terms of the Compensation Plan will prevail over the terms of these Policies and Procedures to the extent of any inconsistency.

1.9. Compliance and Dispute Resolution

These Policies and Procedures are incorporated by reference in the IBO Agreement and are contractually binding on the IBO. These Policies and Procedures ensure proper functioning of daily business operations and serve to protect the rights of both parties.

An IBO Agreement may be terminated by Conxxion if the relevant IBO breaches any provision of the Agreement or these Policies and Procedures. Termination cancels any and all rights, and will be effective upon notification of the offending IBO by Conxxion.

A. Violations

An IBO, on discovering or suspecting a violation of the Policies and Procedures, shall report this violation in writing to Conxxion including details of the date, location and nature of the violation and the identity of the IBO alleged to be in breach. The IBO alleged to have violated the Policies and

Procedures may be suspended (on such terms as Conxxion may in its sole and unfettered discretion think fit) and required by Conxxion in writing to respond to the allegations within a designated period. On receipt of the IBO's response, Conxxion will review the submissions of all relevant parties and determine what action is appropriate to be taken. Where violations are proven or are not refuted by the IBO in question, this may result in suspension (either on the existing terms or on new terms), the imposition of fines or termination of the IBO Agreement. The IBO hereby agrees that where a breach of Policies and Procedures is determined, and a fine imposed, Conxxion shall be entitled to deduct the amount of such fine from future compensation payments. Conxxion shall notify the IBO in writing of any determination.

B. Disputes

In the event a dispute arises between Conxxion and an IBO as to their respective rights, duties and obligations under this agreement, or in the event of a claim of breach of this agreement by either party, such dispute shall be exclusively resolved through binding arbitration as described below.

C. Binding Arbitration

Any dispute or claim arising out of or relating to this agreement will be referred to the Australian Disputes Centre Limited ("ADC") for arbitration. The law of New South Wales will apply to the resolution of the dispute, unless otherwise agreed in writing. Any arbitration organised through the ADC shall be held in Sydney or any other place that the parties agree. The parties will arbitrate in good faith and agree to be bound by any solution to the dispute arbitrated by ADC. The cost of such arbitration shall be borne by the parties equally.

The arbitrator may award preliminary and permanent injunctive relief and compensatory damages and shall award reasonable attorney's fees and costs to the prevailing party. The arbitration award may be enforced in any court of competent jurisdiction. This provision shall not restrict Conxxion from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

D. Effectiveness and Termination

The IBO Agreement shall be effective from the date of acceptance by Conxxion for a period of one year, or longer if Conxxion notifies IBO in writing, and may be renewed by the IBO and Conxxion according to the terms of the IBO Agreement in accordance with the procedure set out in these Policies and Procedures.

The right of a terminated IBO to receive compensation from Conxxion ceases immediately from the date of the termination, except if Conxxion elects to terminate this Agreement due to a breach by the IBO, in which case that IBO will cease to be entitled to all commissions, bonuses and payments of any kind that it would otherwise have received, including payments that were due but not paid at the date of termination. A terminated IBO must immediately stop selling and marketing products and services, as well as promoting the Conxxion Opportunity, using Conxxion promotional materials, trademarks, trade names, service marks and logos representing himself/herself as a Conxxion IBO or to act in any way which may be adverse to the business of Conxxion or its IBOs.

Under no circumstance would an IBO who is terminated for unethical activity or breach of the IBO Agreement be entitled to the refund of any amount paid to Conxxion or be allowed to transfer their IBO position to another party.

E. Suspension

Conxxion shall be entitled to place an IBO on suspension, for

a specified period or indefinitely. Conxxion reserves the right in its sole and unfettered discretion to determine the period and terms of suspension. The right of a suspended IBO to receive compensation from Conxxion ceases immediately from the date of suspension through to the end of the suspension period. A suspended IBO must stop selling and marketing products and services, as well as promoting the Conxxion Opportunity, using Conxxion promotional materials, trademarks, trade names, service marks and logos, representing himself/herself as an IBO or to act in any way which may be adverse to the business of Conxxion or its IBOs. At the expiry of the suspension period the IBO may be reinstated to good standing with the Company in which case the amounts earned will be paid.

1.10. Miscellaneous

A. Confidentiality

Each IBO shall not, except as authorised or required by Conxxion, reveal to any person or entity any of the trade secrets or confidential information of Conxxion including but not limited to information of or used by Conxxion relating to its selling system, its operations and affairs in general and information regarding the IBO's downline IBOs or customers, which shall at all times remain the property of Conxxion. Each IBO shall keep such information secret and confidential, and must comply with all obligations in relation to confidentiality in the IBO Agreement (clause 28). In relation to any personal information held by an IBO, the IBO must comply with the Privacy Act 1988 (Cth), the Australian Privacy Principles and Conxxion's Privacy Policy.

B. Non-Interference and Non-Solicitation

See clause 27 of IBO Agreement.

C. Amendments

In order to sustain a viable marketing company and comply with all applicable laws, regulations, industry codes and standards, Conxxion specifically reserves the right to make any amendments or adjustments it deems necessary with respect to products and services offered, its Policies and Procedures, the marketing and Compensation Plan and/ or pricing, whether those amendments or adjustments are permanent or applicable only for a limited or promotional period. Upon notification through Conxxion's website or other permitted notice method, any such changes are incorporated as part of this Agreement between Conxxion and its IBOs.

Conxxion may, at its sole discretion, vary the operation of these Policies and Procedures, the IBO Agreement and/ or the Compensation Plan in a particular circumstance, and such variation shall not be considered a waiver nor an amendment nor establish any exception or variation beyond that particular circumstance. Any requests made outside of this policy must be submitted in writing and will be reviewed by Conxxion at its sole and unfettered discretion.

D. Communications

IBOs must ensure that they include their contact details and an unsubscribe message (to allow a person to opt-out of future commercial electronic messages) when sending commercial electronic messages (e.g. email, Conxxion messaging & SMS) to persons other than Conxxion (e.g. customers or IBOs, actual or potential).

The requirement for an unsubscribe message shall be waived for electronic messages from Conxxion to an IBO, and vice versa.

No Slamming

Slamming is any practice that changes a customer's service provider without the customer's prior knowledge or consent.

Industries within which Conxxion operates are heavily regulated by agencies whose sole responsibility is to safeguard the interests of consumers. These regulatory agencies treat slamming as a serious violation, with serious consequences, and they have the authority to impose heavy fines or other penalties.

These consequences affect the opportunity for all IBOs, not just those who slam customers, and therefore illustrates why:

Conxxion has a zero tolerance policy against slamming!

If a Conxxion IBO is found to have slammed a customer, the following penalties will be exercised without exception:

1. The IBO's position will be permanently terminated. All CABs, commissions and payouts of any kind will be permanently forfeited.
2. If the 'slammed' account was used for qualifications, any CAB payments made as a result will be reversed. This reversal will also apply to any corresponding upline CABs.
3. Any IBO engaged in slamming will be required to reimburse Conxxion for any fines charges levied against it.

IBOs are prohibited from entering the name or Conxxion IBO Business ID of another IBO on any customer agreement, or signing in the name of another IBO.

As a Conxxion IBO, you are responsible for every customer that appears on your Personal Customer List (PCL). IBOs are encouraged to routinely review their customer lists to ensure that only the customers that they have personally acquired are appearing on the customer list. If an IBO discovers a customer name on their customer list that they have not personally acquired, they must contact IBO Services immediately.

To ensure customer validity, and to protect yourself from potential slamming allegations, Conxxion strongly recommends that you implement Conxxion's anti-slamming policy throughout your personal business. Conxxion's complete anti-slamming policy is clearly outlined in Conxxion's Policies and Procedures, and as a Conxxion IBO, you have a responsibility to understand and abide by this policy in full.

Applying for an Australian Business Number (ABN)

It is essential that you provide an ABN number in order for you to receive payments from Conxxion. Registering for an ABN number is FREE.

You can apply for an ABN electronically via www.abr.gov.au or obtain a registration application from the Australian Taxation Office or your local Post Office.

The ABN you provide to Conxxion must be for the person or entity who has signed up as the IBO.

To apply online:

1. Go to www.abr.gov.au
2. Click on 'Apply for Australian Business Number (ABN)' on the left hand side Menu



Once you have received your ABN, you must inform Conxxion in order to receive Customer Acquisition Bonus (CAB) and

commission payments.

IR330C Tax Rate Notification Form For Individuals

– New Zealand

All Conxxion IBO Applicants who are individuals must inform Conxxion of their IRD Number and supply Conxxion with a valid completed IR330C Tax Rate Notification Form in order to receive Customer Acquisition Bonuses (CABs) and commission payments.

CABs and commissions will not be paid to individuals unless Conxxion receives the IR330C form correctly filled out and stating your Conxxion IBO Business ID number.

IR330C Tax Rate Notification Forms are available to download via: www.ird.govt.nz/forms-guides/keyword/taxcodes/ir330c-tax-rate-notification-contractors.html

Alternatively, you can obtain the IR330C Tax Rate Notification Form from your local Inland Revenue Department office.

How to fill out your IR330C Tax Rate Notification Form:

1. Write your Conxxion IBO Business ID Number (beginning 79_____) on the anywhere on top of the IR330C form; then
2. Make sure that the IR330C Tax Rate Notification Form is completed in full and sent to Conxxion as soon as possible.

Open the Contact Conxxion form, found at www.acnpacific.com/ibo/contact, select "IR330C" from the enquiry list, fill in your details and attach the form. Then once your filled in all required fields, press submit.

A screenshot of the IR330C Tax Rate Notification Form for contractors. The form is titled 'Tax rate notification for contractors' and includes the Inland Revenue logo. It contains several sections: '1. Your details' with fields for full name, IRD number, and email; '2. Your tax rate' with instructions on how to complete the form and a section for tax rate; and '3. Declaration' with a section for the contractor's name and a declaration statement. A red box highlights the 'Contractor' section, and a red arrow points to the instruction 'Don't send this form to Inland Revenue. You must send this completed IR330C with your business records for seven years following the last date on which you made or the person on your behalf made a payment to you or the person on your behalf.' The form also includes a section for 'Your tax code will be' with a dropdown menu showing 'WT'.