

General Terms and Conditions for NuGenesis Adoption Facilitators

PROGRAM OVERVIEW:

- A. The NuGenesis Group is at the forefront of blockchain/cryptographic/distributed ledger technologies ('NuGenesis technology') and has created an **Adoption Facilitation Program ('Program')** to incentivise and reward those who can facilitate its adoption through a variety of roles and methods, to help achieve the network effect from driving adoption of NuGenesis technology and the NuGenesis ecosystem.
- B. NuGenesis is a comprehensive blockchain-based ecosystem that enables crypto enthusiasts, experts, content creators, marketers, influencers, and the crypto-minded, to drive user adoption and therefore become a vital part of that NuGenesis eco-system. The Program seeks to recruit the skills of people with talents in one or more field, and experts who - individually and together - will help promote NuGenesis.
- C. Participants can register to participate in one or more of the NuGenesis category types with respective roles from an **Ambassador, Senator, Market Consul, Network Concordat, and Diplomat** or may be limited to a single one-off campaign. The main purpose of this Program is to share the NuGenesis brand messaging and brand assets via traditional media, social media channels, and digital channels. The person or persons registering to be a part of this NuGenesis Program (either on his/her behalf or using a representative) is heretofore referred to as 'You' and 'Facilitator'.
- D. NuGenesis takes the integrity of its brand seriously, and therefore requires individuals agreeing to participate in this Program to fully understand the expectations, responsibilities, and limitations outlined in the following Terms and Conditions, which will apply to all Program categories. These Terms and Conditions will be incorporated into the applicable agreements in the relevant Program categories to form a legally binding set of corresponding duties, obligations, and benefits between the parties. These are called Applicable Adoption Facilitation Agreements in these terms. Specifically:
 - (a) the Senatorial Deed with the Performance Plan, and these general Terms and Conditions govern the legal relationship with individual Senators, and where there is any inconsistency with the general Terms and Conditions, the Deed and Plan will prevail;
 - (b) the Ambassadorial Deed with the Performance Plan, and these general Terms and Conditions govern the legal relationship with individual Ambassadors, and where there is any inconsistency with the general Terms and Conditions, the Deed and Plan will prevail;
 - (c) the Network Concordat Deed with the Performance Plan, and these general Terms and Conditions govern the legal relationship with individual Network Concordat, and where there is any inconsistency with the general Terms and Conditions, the Deed and Plan will prevail;
 - (d) the Market Consul Deed with the Performance Plan, and these general Terms and Conditions govern the legal relationship with individual Market Consuls, and where there is any inconsistency with the general Terms and Conditions, the Deed and Plan will prevail; and,
 - (e) the Diplomatic Deed with the Performance Plan, and these general Terms and Conditions govern the legal relationship with individual Market Consuls, and where there is any inconsistency with the general Terms and Conditions, the Deed and Plan will prevail.



- E. As these Terms and Conditions govern an individual's participation in NuGenesis' Program, please take the necessary time to fully read and understand the requirements and restrictions applicable and take such legal or other professional advice as You require.
- F. To enter into this agreement with NuGenesis You must be 18 years old or over. If You are under 18 years of age You must appoint Your parent or legal guardian (or a representative that has been invested with the necessary authority by Your parent or legal guardian) to agree to these terms on Your behalf.
- G. NuGenesis will be contracting with You through NuGenesis Pty Ltd which is a registered company in Australia and undertaking business worldwide as the Sub-Franchisee of Techno Group Enterprises Pty Ltd, which is the Head Franchisee of NuGenesis Technology belonging to the NuGenesis Foundation.

STATUS OF AGREEMENT

- 1. If applicable laws or regulations require it, or the functions or features of the Program change, we may need to change this agreement or our Program features from time to time. The current version of our Terms and Conditions can be found on our website.
- 2. Your continued participation in this Program following the posting of such changes will constitute Your agreement to all such changes. If at any time You do not agree with this agreement, or You do not agree to any modified Terms and Conditions, then You must immediately stop participating in the Program.
- 3. However, You will also be provided notice of such changes through an announcement or by electronic mail. Upon being informed of such changes, You may either terminate the Applicable Adoption Facilitation Agreement within fifteen days, and cease participating in the Adoption Facilitation Program or accept the changes and continue to participate in the said Program. Your continued participation in the Program after fifteen days from the date of notice of any such changes shall constitute Your consent to such changes.

STAND ALONE CAMPAIGNS

- 4. In the event of a conflict between this agreement and the terms of a stand-alone proposal or campaign, this agreement shall take precedence.
- 5. You are the seller of the promotional services agreed to in this Program, as well as any stand-alone proposals and/or campaigns. We are the buyer of these promotional services. The contract for the promotional services is solely between You and us. We are purchasing from You these agreed upon promotional services, as well as any engagements in which You participate.

FULFILLMENT OF ADOPTION FACILITATION AND PROMOTIONAL SERVICES

- 6. You are agreeing to participate in the NuGenesis Program for business and commercial purposes.
- 7. We are booking and buying these Program and individual Program/Campaign services from You. This is a contract between NuGenesis and You for the provision of the social media-based posting/content and other promotional activities specified in this agreement, including the individual Performance Plan, for the specified remuneration and reward in those documents.
- 8. NuGenesis has Your written authority to add to Your Facilitator profiles certain analytics information relating to the social media accounts such as, but not limited to, the number of followers of the account and average engagement.



9. You must always use the Program and NuGenesis website and social media channels following the Acceptable Use Policy. To the extent that You provide any Facilitator-Generated Content, it must be in accordance with the Acceptable Use Policy, the Disclosure Policy in schedule 3 hereof, and the requirements of the Program.
10. In consideration of You performing all Your other obligations herein and in any additional proposals, and subject to the Applicable Adoption Facilitation Agreement You have entered into, NuGenesis shall provide You with:
 - (a) the benefits set out in the Performance Plan;
 - (b) the benefits set out in the Terms and Conditions; and
 - (c) in respect of any specific campaign.
 - (i) the means to agree to proposals with NuGenesis, and
 - (ii) payment of the agreed upon price for each campaign.
11. You may not include in any social media account any material that does not portray NuGenesis in a positive light, or any brand in respect of which You have agreed to in this Program, or stand-alone Proposals/Campaigns. You must not delete any social media account activity comprised in the Program for at least 30 days from the date on which it was posted/activated.
12. NuGenesis may promote Your Facilitator profile(s) and social media posts to other brands and users via reposts, shares, screenshots, blog posts and other social sharing capabilities. The choice of which brands and users with which we choose to share is at our sole discretion.
13. We shall be entitled to publish press releases and other general marketing information, in any medium, related to Your engagement with NuGenesis.
14. You acknowledge that while campaigns will be targeted to specific territories defined in the Program, the Program does not currently support geo-blocking by territory. This means that posts could reach territories outside the target. Before accepting a Proposal, You must be satisfied that You are not contractually prohibited or restricted from providing the campaign under any other arrangements You may have with any other person or entity, either worldwide or in any particular territory. It is Your responsibility to clear any contradictory rights before advertising products or services. In respect of any User-Generated Content You undertake to respect any applicable Terms and Conditions of third-party websites, or any social media accounts.

NON-CIRCUMVENTION:

15. While participating in this Adoption Facilitation Program with NuGenesis You may not offer or negotiate terms or payment for promotional activity with other brands which compete with this Program. In addition to any other rights or remedies we have, any attempt to circumvent the Program in this way may result in Your removal from the Program at our sole discretion.

LINKS AND IMAGES ON YOUR WEBSITE

16. NuGenesis may make available to You, a variety of graphic and textual images ('the Images') that serve to identify Your site as a member of the Program. NuGenesis may establish 'Links' from any websites You own, operate, or control ('Your site') to ('our site'). You may, subject to the Terms and Conditions herein, display Links as often and in as many areas on Your site as You desire. You shall cooperate fully with NuGenesis in establishing and maintaining Links. You may display on Your site only those Images provided to You by NuGenesis, which may be discontinued or replaced at any time and from time to time, at our sole discretion.
17. Upon request, You shall remove any Image from Your site and replace it with a new Image provided by us. Banner Ad Link Codes cannot at any time be modified by You, as doing so will not allow proper reporting of traffic sent through such a Banner Link Code. You agree that each Link connecting users of Your site to our



site will in no way alter the look, feel, or functionality of our site. NuGenesis may monitor Your site at any time to determine if You are following these terms.

CAMPAIGN OBLIGATIONS:

18. Nothing in this Agreement shall oblige You to accept any Proposal. However, You must honour all Proposals that have been accepted by You in the Performance Plan or any individual campaign. If You fail to do so, You shall be considered in material breach of this agreement, and may forfeit any payments due to You, and any Miner-Staker position will be deemed forfeited, renunciate, and repudiated by You. Once a proposal has been accepted by You, You shall carry out the campaign (or, to the extent that the campaign involves the use of social media accounts, permit us to utilise them in respect of the campaign) as specified in the Program during the period specified on, under the terms of the Program, and as required under applicable law.
19. You shall be directly responsible to NuGenesis for any failure to honour and permit fulfillment of the Program for any campaigns, or for any other legal liability which arises in respect of the Program or individual campaigns, except where such liability arises because of our negligence.
20. You must not, within 30 days of fulfilling a campaign for NuGenesis, engage in any paid promotion via the social media accounts of any goods or services which directly compete with the goods or services outlined in this Program.
21. You must within 24 hours remove any social media account activity comprised in this Program if requested to do so by NuGenesis.
22. In fulfilling the Campaign, You will cooperate with NuGenesis in all matters relating to promotional services and comply with all reasonable instructions provided by NuGenesis.
23. You shall not make any statement or commit any act which may denigrate or harm the reputation of NuGenesis or the Brand. You shall ensure that Facilitator-generated content will conform with all descriptions and specifications outlined in the Program, and that the Facilitator-generated content will be fit for any purpose expressly or impliedly made known to the Facilitator by NuGenesis.
24. You shall adhere to the highest level of care, skill, and diligence following best practice in the marketing sector in general, and the crypto marketing sector in particular. You acknowledge that time is of the essence as to any performance dates specified in the Proposal.

GENERAL OBLIGATIONS

25. You shall not allow its interests to conflict with its duties under its agreement and shall comply with all reasonable and lawful instructions of NuGenesis.
26. You shall have no authority, and shall not hold Yourself out, or permit any person to hold itself out, as being authorised to bind NuGenesis or any member of the Group in any way and shall not do any act or otherwise conduct itself in such manner which might reasonably create the impression that You are so authorised. You shall not make or enter any contracts or commitments or incur any liability for or on behalf of NuGenesis. Breach of the provisions of this Clause allows NuGenesis to immediately terminate this Agreement by giving You written notice.
27. You:
 - (a) shall not represent to any prospective Clients or otherwise create an impression that such Clients are guaranteed any profits by the NuGenesis Group;



- (b) shall not make any misleading statements, represent, or otherwise create an impression with the prospective Clients that crypto markets are simple, or that they do not require knowledge, experience, and understanding of extreme volatility, financial markets, and instruments;
- (c) shall not in any way compare an account of the potential Client of NuGenesis to normal bank accounts or create an impression or communicate to the potential Clients, that any account with NuGenesis bears interest and/or enjoys any statutory and regulatory protections afforded to bank accounts;
- (d) shall not manage or operate any trading account of, or for, any Client, and further shall not undertake any portfolio management (whether on discretionary or on advisory basis) for any active or prospective Client;
- (e) agree that You will not represent to any prospective Client that NuGenesis will guarantee such Client against losses or limit the losses of such Client;
- (f) shall not use any language or practices that may be construed as offering any promise or guarantee of any trading gain or profits to any Client;
- (g) shall not engage in high-pressure sales tactics or use any unethical techniques with any Client, and shall always abide by high ethical standards in dealings with all Clients;
- (h) shall not seek to advise, direct, or influence, directly or indirectly, how any Client will respond to the NuGenesis questionnaires aimed at NuGenesis assessing the knowledge and experience of the Client, or at assessing the source of wealth and economic profile of the Client.

DISCLOSURES OF SPONSORED CAMPAIGNS:

- 28 You agree that whenever You provide regarding Facilitator-generated content, it will contain: (i) hashtags or other means of full disclosure in respect of all campaigns, as to the commercial nature of the campaign; and (ii) the minimum level of disclosure specified in our disclosure policy in schedule 5. To be clear, the disclosure policy is our minimum baseline level of disclosure required in respect of the use of this Program.

INTELLECTUAL PROPERTY RIGHTS

- 29 All Intellectual property rights in the branded content shall remain vested with NuGenesis.
- 30 All intellectual property rights in the Facilitator-generated content shall vest in NuGenesis upon creation. We retain ownership of any content for campaigns that are generated by or on behalf of us. You hereby grant NuGenesis a non-exclusive, worldwide, transferable, irrevocable, perpetual, and sub-licensable licence to use, copy, distribute, display, and perform any material You submit on Your Facilitator profiles, in any medium now known or developed in the future, to fulfil campaigns and/or promote Your participation in this Program. We may also sub-license these rights.
- 31 You acknowledge that NuGenesis (or its licensors) is the owner of all intellectual property rights (including database rights). The words 'NuCoin', 'NuGenesis', 'LedgerX', 'Just Social', and their respective logos are trademarks of NuGenesis. You may not make use of either during trade outside the context of NuGenesis without our written consent.
- 32 If You submit comments, ideas, or feedback to us You agree that we can use them without any restriction or compensation to You. If we accept Your submission, we do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than You.
- 33 You acknowledge and agree that all intellectual property rights in the production of this Program and stand-alone campaigns are vested in NuGenesis, regardless of its being published on social media accounts.



INDEMNIFICATION:

34. You hereby agree to indemnify, keep indemnified and hold harmless NuGenesis and its officers, directors, and employees, from and against any claims, demands, obligations, actual or alleged causes of action and lawsuits, and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated with them (including the payment of reasonable legal charges and disbursements) arising out of, or in connection with, any breach by You of any term of this agreement, or arising out of any action brought by any third party (including any social media network operator) relating to any Campaign, or actions (or failure to act), by You or any person (other than NuGenesis) acting on Your behalf. This clause shall survive the termination of this agreement.

REMUNERATION:

35. NuGenesis agrees to:
- (a) provide the benefits set out in the Performance Plan, and
 - (b) pay the fees outlined in the Scope of Work section in respect of an individual stand-alone campaign (if applicable) within 30 days after receipt of invoice, or in respect to the specific terms outlined in the Scope of Work section.
36. Payment will be strictly subject to fulfilment of the responsibilities and services outlined in these Terms and Conditions. All taxes applicable will be Your responsibility to determine, collect and remit. You agree to comply with all applicable tax laws and regulations.

REFERRAL COMMISSION

Referred-Facilitators

37. Subject to NuGenesis' acceptance, the Facilitator may refer third parties that were not already registered as NuGenesis Facilitators (each will become a 'Referred Facilitator') by using a dedicated link provided by NuGenesis for this purpose (the 'Sub Facilitator Link'). The registration of a Referred Facilitator is subject to such Referred Facilitator accepting the NuGenesis general Terms and Conditions for Adoption Facilitators and the Applicable Agreement and, upon registering, using the Sub Facilitator Link.
38. Referred-Facilitator Commission: Facilitators will be entitled to a commission of 10% of the revenue earned by each Referred Facilitator. Such commission shall be paid to the Facilitator under these terms, and the Applicable Agreement to the category of facilitation undertaken by that Facilitator.
39. You are an independent contractor and nothing in this agreement will render You an employee, worker, agent, or partner of NuGenesis. You will not hold Yourself out as such.
40. You will be fully responsible for, and indemnify NuGenesis against, any liability, assessment, or claim for taxation whatsoever, arising from or made in connection with the performance of this Program, where such recovery is not prohibited by law; and any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by You against NuGenesis, arising out of or in connection with the provision of this Program. We may satisfy such indemnity (in whole or part) by way of deduction from any payment due to You, and the forfeiture and resale of any miner-staker position that You have.

Training and Support

41. We may make available to You, without charge, various webinars, training badges, and other resources made available as part of our Adoption Facilitation Program. If we make such resources available to You, You will



encourage Your sales representatives, and/or other relevant personnel, to participate in training and/or other certifications as we recommend and may make available to You from time to time.

TERM AND TERMINATION:

42. These terms are effective on the date You accept and sign the respective agreement for the category of Facilitator You undertake. These terms will remain in effect through the expiration of the Program and any additional proposals/campaigns, unless otherwise earlier terminated under Your respective agreement. We may terminate this agreement and suspend Your role as Facilitator for any reason. You or NuGenesis may terminate this agreement at any time in the event of a material breach of its terms. You may terminate this Agreement at any time for any reason, on 30 days' written notice. Any such termination shall not affect any of Your obligations to us under any existing proposals/campaigns. You must complete any proposal/campaign in respect of which You have accepted, in advance of the date of termination.

RELATIONSHIP BETWEEN THE PARTIES

43. This Agreement shall not be construed as creating a partnership, joint venture, agency, or any other relationship. You are not authorised to enter into any contract, or to assume any obligation on behalf of NuGenesis. Neither is NuGenesis authorised to enter into any contract, or to assume any obligation, on Your behalf.
44. No exclusivity is granted to You under this Agreement.
45. The Services provided by You, are provided at Your own cost and risk.
46. You agree that:
- (a) where You are not authorised and regulated in the provision of investment or any other services, You shall not hold Yourself out as being regulated to provide any services for which it is not duly authorised and regulated following the provisions of the Applicable Laws and Regulations, and shall not make use of the contractual or other relationship which You have with NuGenesis, to represent or hold Yourself out as being so regulated;
 - (b) You shall not engage in any conduct which gives the impression that the regulated status of a NuGenesis licenced entity is provided by You;
 - (c) without prejudice to the generality of the above You shall not be construed or hold Yourself out as acting as broker or agent of NuGenesis, and shall not indicate or seek to indicate such in any marketing or communication material;
 - (d) You shall not use the name of NuGenesis in answering its telephone or in any other ways represent that it is associated with NuGenesis other than in a relationship of a Facilitator. In contracting for support services such as rent, telephone and utilities You shall not use or refer the name of NuGenesis.
47. You confirm that You are acting on Your behalf and for solely for Your own benefit and not for the benefit of any other person.
48. You agree that NuGenesis may at any time, directly or indirectly, solicit customer referrals and enter into similar agreements on terms that may be the same, similar or differ from those contained in this agreement, or enter into an agreement with Your competitors, or may operate web sites that are similar to or compete with Your web site. You warrant that You have independently evaluated the desirability of participating in the transactions contemplated hereunder, and are not relying on any representation, guarantee, or statement other than as specifically outlined in these Terms and Conditions.



Identifying Facilitator Status

49. Except as otherwise outlined in the applicable agreement for the category of Facilitator, You shall not use the NuGenesis name, trademarks, service marks or any derivations or variations thereof in any manner, including without limitation, (a) in metatags, (b) in hidden text or source code or (c) in Your domain name or any other part of Your universal record locator (URL).
50. Except as expressly authorised by the respective Agreement applicable for the category of Facilitator, You shall not use any of the NuGenesis trademarked terms, either alone or in conjunction with or as part of any other word or name, in any advertisement, publicity or promotion on Your behalf, to express or imply any endorsement by NuGenesis of any services provided by You, or in any other manner whatsoever.
51. Facilitators found in violation of this clause are subject to punitive actions by NuGenesis, without further notice. Such actions include but are not limited to suspension or termination of Facilitator account, withholding of payments to Facilitator; and publication (at our discretion) of Facilitator's activities.

RELATIONSHIP WITH CLIENTS

52. You shall not represent Yourself as NuGenesis and should specify on its website (if it has any) of the nature of the Facilitator relationship.
53. You shall ensure that there is no conflict of interest between Your interests and any Client in connection with the subject of the applicable Facilitation Agreement.
54. NuGenesis shall be under no obligation whatsoever to accept as a Client any Applicant introduced by You.
55. NuGenesis reserves the right to take legal actions against You in the event You attempt to manipulate NuGenesis and/or abuse the NuGenesis Facilitator Program. Without limitation of the foregoing, NuGenesis reserves the right to withhold, setoff and/or deduct from any payment due to You, including forfeiting any Staker-Miner position in the event of such manipulation and/or abuse and may also terminate the applicable Facilitation Agreement with immediate effect.

WARRANTIES:

56. You hereby warrant and undertake that the information provided on Your application is true, fair, complete, and accurate. NuGenesis has the right to constantly monitor Your activities to ensure compliance with the applicable Facilitator Agreement. In the event in which any such information is or becomes false, misleading, or inaccurate, You agree and accept that NuGenesis shall have the right to terminate the respective Agreement with immediate effect by a written notice to You.
57. You acknowledge that Clients referred to NuGenesis and who open NuGenesis accounts become clients of NuGenesis with that account and are not Your clients in respect of matters arising from the NuGenesis ecosystem, and further that You shall always refrain from any action which could be construed by prospective or actual Clients to indicate that there is a contractual or other legal relationship between the Clients and Yourself.
58. You represent and warrant that: (a) You have the power and authority to enter into the Applicable Facilitator Agreement, which includes these terms, and perform its obligations under that agreement; and (b) You shall comply with all laws, regulations, and codes of practice applicable to its obligations under that agreement.
59. Each party warrants and relies upon the other party having made their inquiries as to the accuracy of any information or representation that may have been made, and that these terms are the entire and complete terms agreed upon by the parties, and supersede all previous oral, written or representations including by conduct, implication, or omission.
60. Except as expressly outlined in this agreement, NuGenesis does not make any representations or warranties with the services NuGenesis provides to You, express or implied, including without limitation any implied



warranty of quality or fitness for a particular purpose. NuGenesis does not warrant or guarantee that You will receive any additional proposals/campaigns, or that those proposals/campaigns will be attractive or of interest to You beyond those in Your Performance Plan.

61. NuGenesis makes no representations or warranty regarding the NuGenesis website and its social media channels, or any promotion or redemption method used or provided by NuGenesis and/or the accuracy, adequacy, reliability, availability, timeliness, completeness, suitability or other characteristics of the information and materials contained or presented therein. The NuGenesis website, social media channels and this Program are provided 'as is', without any warranty of any kind, and on an 'as available' basis.
62. On request NuGenesis may provide You with consultation on various aspects of social media usage. Such consultation and any related advice are provided free of charge, 'as is' and without warranty and the Facilitator acknowledges that it is responsible for his/her practices and strategy about this advice or counsel. Facilitator acknowledges and agrees that NuGenesis will not be responsible for any liability arising in respect of the provision of such advice.
63. You further represent and warrant that: (i) You will ensure You are compliant with any trade or regulatory requirements that may apply to Your participation in the Facilitator Program (for example, by clearly stating You are a NuGenesis Adoption Facilitator on any website(s) You own where You make an Facilitator Link available); (ii) You will accurately provide in the Facilitator Tool all websites and domains You own where You intend to use Facilitator Links to generate Facilitator Leads; (iii) You will not purchase ads that direct to Your site(s) or through a Facilitator Link that could be considered as competing with NuGenesis' advertising, including, but not limited to, our branded keywords; (iv) You will not participate in cookie stuffing or pop-ups, false or misleading links; (v) You will not attempt to mask the referring URL information; and (vi) You will not use any mechanisms to deliver leads other than through an intended consumer. This includes sourcing leads through compilations of personal data such as phonebooks, using fake redirects or other tools or automation devices to generate leads (including but not limited to robots, frames, or hidden frames), or offering incentives to encourage purchases or signups.

CONFIDENTIAL INFORMATION:

64. You agree that any remunerations paid to participate in this Program and for individual proposals/campaigns are confidential between You and NuGenesis, and You shall not disclose them to any third party except as required by law.

Data and privacy protection

65. You shall ensure that:
 - (a) You have obtained all necessary rights from third parties and any notification or consent requirements which may be required from any person about or for processing data to provide Services by its obligations under these Terms and Conditions;
 - (b) You have complied with all other requirements under any applicable privacy and data protection laws, regulations, and mandatory codes;
66. You shall, upon request of NuGenesis, provide to NuGenesis all such documentation and information evidencing its compliance with the requirements of this Clause;
67. You agree and accept that nothing in this Agreement creates an obligation for NuGenesis to share any information it gathers or acquires at any stage about any Client with You.

LIMITATION OF LIABILITY

68. Nothing in this agreement limits our liability for i. death or personal injury caused by its negligence; ii. fraud or fraudulent misrepresentation; or iii. any other liability which cannot be limited or excluded by applicable law. Subject to the sub-clause above, NuGenesis shall not be liable to You, whether in contract, tort (including



negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of or damage to goodwill, brand or sponsorship revenue, loss of use or corruption of software, data, or information or any indirect or consequential loss.

69. You acknowledge that NuGenesis will have no liability to You in respect of any action taken against You, or in respect of Your social media accounts, by the operator of the relevant social media network (for example, Facebook, Instagram, YouTube, or Twitter) in respect of any activity comprised in any campaign undertaken by You or by participating in this Program.
70. Our total liability to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to, in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, the greater of the total fee for campaigns paid or payable by us to You in that period.
71. No Reliance on Statements: Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement. NuGenesis relies upon You having conducted Your own investigation into all matters and make all necessary enquiries to satisfy Yourself of the desirability of the Programs, the substance of any representations, and the obligations You enter into.
72. Complaints and Dispute Resolution: most concerns can be solved by contacting NuGenesis directly. If any dispute arises in connection with this agreement, the parties agree to enter into mediation intended to settle such a dispute unless otherwise agreed between the parties within 14 days of notice of the dispute. This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed under the laws of New South Wales, Australia. Each party irrevocably agrees that the courts thereof shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement, the Ambassador Deed, the Performance Plan, or their subject matter or formation.
73. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; an act of God; pandemics, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other events outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
74. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit, or remedy of any nature whatsoever under, or because of, this Agreement.

ACCEPTABLE USE POLICY:

75. This policy forms part of Your NuGenesis Facilitator Agreement with NuGenesis. You agree that You will not:
 - (a) use the Program, or any social media account during any proposal or campaign, to distribute or facilitate distribution of any Facilitator-generated content that is offensive, obscene, prohibited under any laws or regulations of any territory in which the campaign is to be conducted, or infringes any person's intellectual property rights;
 - (b) use another person or entity's email address to sign up to use social media channels; engage in fraudulent or abusive purposes (including, without limitation, by using social media channels to impersonate any person or entity, or otherwise misrepresent Your affiliation with a person, entity or NuGenesis; use the Program for any commercial or business purpose or the benefit of any third party or to send unsolicited



communications; remove or amend any proprietary notices or other ownership information from the Program;

- (c) interfere with or disrupt the Program or servers or networks that provide the NuGenesis website and social media channels;
- (d) except as permitted by law, attempt to decompile, reverse engineer, disassemble or hack any of the Program or the NuGenesis website and social media channels, or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed, or stored by NuGenesis;
- (e) attempt to 'spider', 'harvest', 'scrape' or collect any information about or regarding other people that use the Program, including, but not limited to any personal data or information (including by uploading anything that collects information such as 'spyware'),
- (f) disrupt the normal operation of the NuGenesis website or social media channels or do anything likely to harm other users' ability to participate in the Program; disobey any requirements or regulations of mobile networks connected to the Program;
- (g) attempt to get around technological measures designed to control access to, or elements of the NuGenesis website, social media channels, or the Program;
- (h) claim that You are associated with or endorsed by us unless You have entered into a written agreement with NuGenesis to that effect; republish in bulk any information derived from the participation in this Program;
- (i) 'White-label' or otherwise hold Yourself out as the originating provider of any content, material, or processes shared by NuGenesis while participating in this Program; and,
- (j) use the Program in violation of any applicable law or regulatory requirement.

76. You shall not create, publish, transmit or distribute, under any circumstances, any bulk email messages (also known as 'Spam') without prior written consent from NuGenesis, to be granted or denied in NuGenesis' sole discretion, in each instance. Additionally, You may only send emails containing a NuGenesis Adoption Facilitator link and or a message regarding NuGenesis or the NuGenesis' Adoption Facilitation Program to people who have previously consented to receive such communications from You. Your failure to abide by applicable laws relating to email communications, in any manner, will be deemed a material breach of this Agreement by You and may result in the forfeiture by You of any rights You may have to any remuneration and the termination of Your participation in the Program. Further, if Your account has excessive clicks in a very short period as determined by NuGenesis in its sole discretion, the Facilitator relationship may be terminated.

PHOTO/VIDEO RELEASE

77. As part of the Terms and Conditions of participating in the NuGenesis Adoption Facilitation Programs, You grant permission to NuGenesis and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of You, or members of Your family, for publication, promotion, illustration, advertising, or trade, in any manner or any medium. This includes all user-generated content provided to NuGenesis for use on its social media channels. You also hereby release NuGenesis and its legal representatives for all claims and liability relating to said images or video. Furthermore, You grant permission to use any statements that were given during an interview or as part of a video, with or without Your name, for advertising and publicity without restriction. You also waive any right to any compensation unless expressly detailed in the Scope of Work section of Your contract.



ASSIGNMENT

78. The Applicable Facilitator Agreement of which these Terms and Conditions form part is personal to the Parties and subject to the succeeding clause, neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner, with any of its rights and obligations under that Agreement.
79. NuGenesis may, by providing five (5) Business Days' written notice under the provisions of the succeeding clause, assign, novate, transfer, mortgage, charge, subcontract, and/or declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement to any member of the NuGenesis associated entities, or to any third party that it reasonably considers at its discretion capable of performing the duties, responsibilities, and obligations under the applicable Agreement.
80. In respect of any notification given by NuGenesis, for the assignment, or novation or transfer of rights and obligations to any third party (unless such assignment, transfer, or novation is made to any related or associated party in the NuGenesis Group in which case You hereby consent to such assignment, transfer or novation, effective upon notice being provided by NuGenesis and without any further action being required on Your part for effecting such assignment, transfer or novation) under the provisions of this, failure on Your part to object to such transfer within the notice period of 14 days shall evidence its acceptance of such transfer, and the transfer of the rights and obligations of NuGenesis under the applicable Agreement shall take effect giving rise to a direct contractual relationship between the transferee and You.

ADHERENCE TO NUGENESIS CODE OF CONDUCT FOR FACILITATORS

81. You agree to adhere to the Code of Conduct for Adoption Facilitators in Schedule 2.

SCHEDULE 1 – DICTIONARY AND DEFINITIONS

Agreement means the applicable Facilitator Agreement.

Ambassador Deed means the Deed between an Ambassador and NuGenesis by which the Adoption Facilitator undertakes the role of Ambassador within the Program, and this Deed incorporates these Terms and Conditions and the Performance Plan for that Ambassador.

Adoption Facilitation Program ('Program') means the broad Program whereby NuGenesis acquires the promotional efforts of persons operating in various roles to promote NuGenesis technology.

Applicable Facilitator Agreement means the Adoption Facilitation Agreement or Deed applicable to the respective Facilitator undertaking being entered into, whether it is an Ambassador Deed, Market Consul Deed, Network Concordat Deed, Senatorial Deed or Diplomat Deed, and whether it is ongoing or stand-alone in respect of an individual campaign and the legally binding agreement or Deed shall comprise of the respective Deed, these Terms and Conditions and Performance plan together.

Campaign means a specific promotional initiative and is variously called a proposal and may also be a stand-alone undertaking.

Confidential Information: means, without limitation, all tangible and intangible information, and materials being disclosed to You in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by NuGenesis or any member of the NuGenesis Group or by a third party), including but not limited to:

- (a) the existence and terms of these Terms and Conditions, Deed and Performance Plan;
- (b) any information relating to:



- (i) the business affairs, Clients, trading platforms, liquidity providers, data or feed providers and other vendors, plans, intentions, or marketing plans and opportunities, financial position, and financial projections of NuGenesis or of the NuGenesis Group; and
- (ii) the operations, processes, product information, know-how, show how, contacts, designs, trade secrets or software of NuGenesis;
- (iii) any information or analysis derived from Confidential Information;

but not including any information which is required by law to be disclosed after giving NuGenesis advance notice, and an opportunity to consider its position in respect of such requirement to disclose, and any information that has entered the public domain otherwise than by breach of these Terms and Conditions.

Diplomat Deed means the Deed between a Diplomat and NuGenesis by which the Adoption Facilitator undertakes the role of Diplomat within the Program, and this Deed incorporates these Terms and Conditions and the Performance Plan for that Diplomat.

Facilitator means a Program participant, also known as Adoption Facilitator, who is providing promotional and adoption facilitation services.

Facilitator-Generated Content means video, audio, text, and other forms of expression created by the Facilitator to promote the adoption of NuGenesis.

Intellectual Property Rights: means without limitation patents, know-how, trademarks, rights to inventions, copyright and related rights, trade marks, business names and domain names, lists and information on any Clients, information on business or trading practices and remuneration, client incentive and loyalty schemes, commission or other similar incentive schemes for affiliates and other business partners, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection, which subsist or will subsist now or in the future in any part of the world.

Market Consul Deed means the Deed between a Market Consul and NuGenesis by which the Adoption Facilitator undertakes the role of Market Consul within the Program, and this Deed incorporates these Terms and Conditions and the Performance Plan for that Market Consul.

Network Concordat Deed means the Deed between a Network Concordat and NuGenesis by which the Adoption Facilitator undertakes the role of Network Concordat within the Program, and this Deed incorporates these Terms and Conditions and the Performance Plan for that Network Concordat.

Party means the party or parties to the Applicable Facilitator Agreement.

Performance Plan means the documents so named that incorporate the particular expectations, remuneration and KPI's that apply to that Facilitator, which is incorporated, together with these terms, with the applicable Facilitation Deed for that category and role of Facilitator in this Program.

Program: means Adoption Facilitation Program.

Proposal means Campaign.

Scope of Work means the description of the specified activity established for a particular Facilitator in their agreement.

Senatorial Deed means the Deed between a Senator and NuGenesis by which the Adoption Facilitator undertakes the role of Senator within the Program, and this Deed incorporates these Terms and Conditions and the Performance Plan for that Senator.

Stand Alone Campaign means a singular or one-off undertaking



INTERPRETATION

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of the terms;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender-neutral or gender-specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, or other body corporate;
 - (ii) a thing (including, but not limited to, a choice in action or other rights) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule, or attachment is a reference to a clause or term of, or party, schedule or attachment to the Applicable Deed, Performance Pan or these terms;
 - (vi) the applicable Deed, Performance Plan, and these terms include all schedules and attachments to them;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated, or replaced; and,
 - (viii) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing.
- (g) an agreement on the part of two or more persons binds them jointly and severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day, where relevant to this deed, the relevant time of day is:
 - (i) to give or receive notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located; and



- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

SCHEDULE 2 - NuGenesis CODE OF CONDUCT FOR ADOPTION FACILITATORS

(a) Social and ethical standards

Facilitators are expected to be socially and ethically responsible towards peers and in general as well. If misconduct is evident upon inquiry, the individual will be immediately expelled from the Facilitator Program. The following are the key points of social and ethical responsibilities for a Facilitator.

- Service orientation
- Social justice
- Dignity
- Worth of the person
- Importance of human relationships
- Integrity and competence
- Honesty

(b) Affirmative actions and animosity

Facilitators are expected to be tolerant and considerate towards other individuals and groups. Facilitators are not allowed to despise or spread hate towards any gender, ethnicity, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, or political beliefs. Patience and understanding are highly required from the Facilitator to keep the NuGenesis eco-system vibrant, enthusiastic, and optimal for innovation. Hate speeches and related activities will be cause for breach and termination from the Facilitator Program. Hate speeches and actions in person or on digital platforms inclusive of social media, websites, and blogs, will be considered a violation of the code of conduct.

(c) Transparency

Transparency of information and operations is essential to develop trust and success. Facilitators must be transparent with the information they provide for enrolment in the Facilitator Program. The Facilitator will have to be transparent about their mind and cognitive process. The Facilitator will also have to be transparent with the assigned job responsibilities and the processes they follow to complete given tasks. Any discrepancy found in the information and operations of assigned job responsibilities will be considered a breach. Any ambiguity in information and the processes of job responsibilities will be inquired and may be a breach. The following are the key point of transparency policy and code of conduct.

- Clear and non-ambiguous information
- Openness with peers and the team
- Transparent operation of tasks and responsibilities

(d) Honesty

Honesty is considered an integral part of the Facilitator Program. Articulations and actions must hold the highest integrity and honesty. Facilitators are expected to adhere to honesty and truth to represent the project and business in the best manner to students and the public. The truth will be appreciated and motivated, so Facilitators ought to respect honesty and truth. The following will be considered as a violation of the Facilitators' Program code of conduct.

- Dishonesty with the job responsibilities
- Presenting other work as own
- Acknowledging illegitimate credit of work
- Hiding self-misconduct or personal misconduct



- Floating illegitimate information to clients and customers

(e) Integrity

Facilitators should follow moral principles based on honesty. The Facilitators' Program expects Facilitators to have a strong and uncompromising set of ethics, principles, and values. The following are the key factors that are expected from individuals and teams for job operations, and on and off-campus behaviour.

- Fair
- Transparency
- Factual
- Impersonal
- Self-evident and indisputable

(f) Help and Resourcefulness

Facilitators are representatives who are not just representatives of the Facilitators' Program but also of NuGenesis. Facilitators are expected to be helpful not just to their peers and teams but to the general population of the students and clients. Facilitators must be helpful to drive adoption. Facilitators should provide help and guidance for business-related questions to clients in a professional manner. If Facilitators are reported to be non-considerate with the matters where help can be provided, it will be considered violation of ethical conduct. The following are expected from Facilitators.

- Provide information for prospective clients
- Provide help to prospective users of NuGenesis systems
- Provide help with registrations
- Provide help to students for better decision making
- Provide help for business-related activities and information sharing

(g) Service sense

Customer focus is considered the primary trait of a Facilitator. This responsibility is not to be taken for granted, and the focus must be kept on queries and solutions. Prospective clients with queries are the key focus. Queries should be complied with transparency and honesty to provide the individual with the best user experience. Negligence in the response of the query violates the primary function of the job.

(h) Absence and Punctuality

If a Facilitator is missing meeting or presentation hours, and not attending meetings and events without application, an explanation will be called. The representation must be notified in case of absence or when late arrival is anticipated. Constant misconduct will be inquired, and if it is evident that the absence and lack of punctuality are because of pure negligence, it will be considered a breach. If the individual has legitimate reasons, e.g. general or chronic illness, family issues, or an emergency, the individual will be accommodated. The following will decrease Facilitator value and may amount to a breach worthy of termination.

- Failure to provide proper notice of absence
- Failure to provide the proper reason for absence
- Failure to provide proper notice of late arrivals
- Failure to provide the proper reason for late arrivals
- Providing wrong information and dishonesty towards explanations

(i) Attire and Workplace Etiquette



Facilitators must follow the appropriate dress code for a particular job as they are representatives of NuGenesis. A formal dress code is obligatory for formal meetings and events. Facilitators will be notified in a timely manner of formal meetings and events. Proactive and inappropriate clothing is highly discouraged. Individuals should be considerate, polite, and courteous in their interactions with peers, other students, and the community on and off-campus. Facilitators must follow health and safety measures at the workplace, meetings, and events. Facilitators should have a high level of self-hygiene and self-care. The following are the key point of attire and workplace code of conduct if violated give rise to a breach:

- Formal attire at formal meetings and events
- No offensive and racially triggered clothing
- Inappropriate dressing with improper exposure of physical attributes is not allowed
- Alcohol and smoking are not allowed at worktime and in the workplace
- Homework, reading, and other personal work is not permitted unless a supervisor authorizes this activity
- Telephones, computers, and other College resources may only be used with the permission of the owner.
- Cell phones, computers with personal internet access, video games, and other electronic devices not related to the Facilitator's worktime are not to be used during work hours.

(j) Confidentiality

Facilitators must be very cautious with the confidentiality of the activities and operations of the Facilitator's Program. Professional matters should be not discussed with irrelevant and unauthorised persons. Discussing internal matters at irrelevant or public places is highly forbidden. Financial, information, and other such private or personal subjects should be held in the strictest confidence. Facilitators Program internal matters and operations must not be subject to casual conversations.

Schedule 3 Disclosure Policy

One key is to make a good disclosure of Your relationship with the brand. Here are some tips on when and how to make good disclosures. If You endorse a product through social media, Your endorsement message should make it obvious when You have a relationship ('material connection') with the brand. A 'material connection' to the brand includes a personal, family, or employment relationship or a financial relationship – such as the brand paying You or giving You free or discounted products or services. Telling Your followers about these kinds of relationships is important because it helps keep Your recommendations honest and truthful, and it allows people to weigh the value of Your endorsements. As an influencer, it's Your responsibility to make these disclosures, to be familiar with the Endorsement Guides, and to comply with laws against deceptive ads. Do not rely on others to do it for You.

When to Disclose

- Disclose when You have any financial, employment, personal, or family relationship with a brand.
- Financial relationships are not limited to money. Disclose the relationship if You received anything of value to mention a product.
- If a brand gives You free or discounted products or other perks and then You mention one of its products, make a disclosure even if You weren't asked to mention that product.
- Don't assume Your followers already know about Your brand relationships.
- Make disclosures even if You think Your evaluations are biased.
- Keep in mind that tags, likes, pins, and similar ways of showing You as a brand or product are endorsements.
- If You have no brand relationship and are just telling people about a product You bought and happen to like, You do not need to declare that You do not have a brand relationship.



How to Disclose and make sure people will see and understand the disclosure:

- Place it so it is hard to miss.
- The disclosure should be placed with the endorsement message itself.
- Disclosures are likely to be missed if they appear only on an 'About Me' or profile page, at the end of posts or videos, or anywhere that requires a person to click 'More'.
- Do not mix Your disclosure into a group of hashtags or links.
- If Your endorsement is in a picture on a platform like Snapchat and Instagram Stories, superimpose the disclosure over the picture, and make sure viewers have enough time to notice and read it.
- If making an endorsement in a video, the disclosure should be in the video and not just in the description uploaded with the video. Viewers are more likely to notice disclosures made in both audio and video. Please remember - some viewers may watch without sound and others may not notice superimposed words.
- If making an endorsement in a live stream, the disclosure should be repeated periodically so viewers who only see part of the stream will get the disclosure.
- Use simple and clear language. Simple explanations like "Thank you to Acme brand for the free product", are often enough if placed in a way that is hard to miss.
- So are terms like "advertisement," "ad," and "sponsored."
- On a space-limited platform like Twitter, the terms "Acme Partner" or "Acme Ambassador" (where Acme is the brand name) are also options.
- It is fine (but not necessary) to include a hashtag with the disclosure, such as #ad or #sponsored.
- Do not use vague or confusing terms like "sp," "spon," or "collab," or stand-alone terms like "thanks" or "ambassador," and stay away from other abbreviations and shorthand when possible.
- The disclosure should be in the same language as the endorsement itself.
- Do not assume that a platform's disclosure tool is good enough, but consider using it in addition to Your own, good disclosure.

What else to Know:

- You cannot talk about Your experience with a product You have not tried.
- If You are paid to talk about a product and thought it was terrible, You cannot say it is terrific.
- You cannot make up claims about a product that would require proof the advertiser does not have – such as scientific proof that a product can treat a health condition.

