

**Statement of Policy & Procedures, Privacy Policy and Disclaimer**

**KryptoGenex LLC**

# TABLE OF CONTENTS

<b>SECTION 1.0 - <u>INTRODUCTION</u></b>	<b>5</b>
1.1 Mutual Commitment Statement	5
1.2 Code of Ethics	6
1.3 KryptoGenex Policies & Procedures and Compensation Plan Incorporated into the Krypto Promoter Agreement	7
1.4 Purpose of the Policies & Procedures	7
1.5 Changes, Amendments & Modifications	7
<b>SECTION 2.0 - <u>BASIC PRINCIPLES</u></b>	<b>8</b>
2.1 Becoming a KryptoGenex Promoter	8
2.2 New Promoter Registration	8
<b>SECTION 3.0 – <u>KRYPTOGENEX’S PROMOTER RESPONSIBILITIES</u></b>	<b>9</b>
3.1 Correct Address	9
3.2 Training and Leadership	9
3.3 Sponsorship	10
3.4 Unethical Sponsoring	10
3.5 Cross Sponsoring Prohibited	11
<b>SECTION 4.0 – <u>AGREEMENT &amp; GENERAL UNDERSTANDINGS</u></b>	<b>12</b>
4.1 Rights Granted	12
4.2 Renewals and Expiration of the KryptoGenex Agreement	13
4.3 Effect of Cancellation	13
4.4 Modification of the Krypto Promoter Agreement	13
4.5 Unauthorized Transfer & Re-Enrollment	14
4.6 Change of Sponsor or Placement of Active Promoters	14
4.7 Change of Organizations	14
4.8 Placement Lounge	15
4.9 Voluntary Termination	15
4.10 Involuntary Termination	15
<b>SECTION 5.0 – <u>BUSINESS ENTITIES</u></b>	<b>16</b>
5.1 Definition	16
5.2 Independent Business Relationship (Indemnification for Actions)	16
5.3 Insurance	17
<b>SECTION 6.0 – <u>POLICY VIOLATIONS</u></b>	<b>18</b>
6.1 Reporting Policy Violations	18
6.2 Adherence to the KryptoGenex Compensation Plan	18
6.3 Adherence to all Laws, Regulations & Ordinances	19
6.4 Compliance with all Applicable Income Tax Laws	19
6.5 One KryptoGenex Business Per Krypto Promoter	19
6.6 Actions of Household Members or Affiliated Parties	19
6.7 Identification Numbers and Pay-Out	20

6.8	Sell, Assign or Delegate Ownership	20
6.9	Separating a KryptoGenex Business	21
6.10	Succession	21
<b>SECTION 7.0 – <u>DISCIPLINARY ACTIONS</u></b>		<b>23</b>
7.1	Imposition of Disciplinary Action (Purpose)	23
7.2	Consequences & Remedy of Breach	23
7.3	Suspension Procedures	23
<b>SECTION 8.0 – <u>DISPUTE RESOLUTION</u></b>		<b>24</b>
8.1	Grievances	24
8.2	Mediation	26
8.3	Termination of Mediation	27
8.4	Severability	27
8.5	Waiver	28
8.6	Governing Law	28
<b>SECTION 9.0 – <u>PAYMENT OF COMMISSIONS &amp; BONUSES</u></b>		<b>28</b>
9.1	Bonus and Commissions Qualifications	28
9.2	Computation of Commissions and Discrepancies	28
9.3	Adjustments to Bonuses and Commission for Returned Products or Promoter Memberships	29
<b>SECTION 10.0 – <u>ORDERING PRODUCT</u></b>		<b>29</b>
10.1	General Product Ordering Policies	29
10.2	Sale to Customers	30
10.3	Insufficient Funds	30
10.4	Credit Card Purchases	31
10.5	Sales Tax Obligation	31
10.6	Refund Policy	32
10.7	Return Process	32
<b>SECTION 11.0 – <u>KRYPTOGENEX OPPORTUNITY</u></b>		<b>33</b>
11.1	Presentation of Compensation Plan	33
11.2	Sales Requirements Governed by the Compensation Plan	34
<b>SECTION 12.0 – <u>PROPRIETARY INFORMATION &amp; TRADE SECRETS</u></b>		<b>34</b>
12.1	Business Reports, Lists, and Proprietary Information	34
12.2	Obligation of Confidentiality	35
12.3	Breach and Return of Materials	35
12.4	Return of Materials	35
<b>SECTION 13.0 – <u>PRIVACY POLICY</u></b>		<b>35</b>
13.1	Introduction	35
13.2	Expectation of Privacy	35

13.3	Employee Access to Information	35
13.4	Restrictions on the Disclosure of Account Information	35
<b>SECTION 14.0 – <u>ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS</u></b>		<b>36</b>
14.1	General Product Ordering Policies	36
14.2	Use of Company Names and Protected Materials	36
14.3	Faxes and E-Mail – Limitations	38
14.4	Internet and Third-Party Website Restrictions	39
14.5	Advertising and Promotional Materials	41
14.6	Testimonial Permission	41
14.7	Telemarketing – Limitations	42
<b>SECTION 15.0 – <u>INTERNATIONAL MARKETING</u></b>		<b>43</b>
15.1	International Marketing Policy	43
<b>SECTION 16.0 – <u>GLOSSARY OF TERMS</u></b>		<b>43</b>

## STATEMENT OF POLICIES & PROCEDURES

### **1.0 INTRODUCTION**

#### **1.1 Mutual Commitment Statement**

KryptoGenex LLC. (hereinafter referred to as “**KryptoGenex**”) recognizes that in order to develop a long-term and mutually rewarding relationship with its Compensation Plan participants (hereinafter referred to as “**Promoter(s)**” or “**Krypto Promoters**”) must acknowledge and respect the true nature of the relationship and support the “**Customers**”.

(a) In the spirit of mutual respect and understanding, KryptoGenex is committed to:

- (i) Provide prompt, professional and courteous service and communications to all of its Promoters and Customers;
- (ii) Provide the highest level of quality products and services, at fair and reasonable prices;
- (iii) Exchange or refund the purchase price of any product, service, subscription or membership as provided in our return policies contained herein;
- (iv) Deliver orders promptly and accurately;
- (v) Pay commissions accurately and on a timely basis;
- (vi) Expedite orders if an error or unreasonable delay occurs;
- (vii) Roll out new products and programs with Promoters input and planning;
- (viii) Implement changes in the Compensation Plan or Policies and Procedures that affect the Promoters with input from the Customers (note: such changes will be effective thirty (30) days after the date it was published);
- (ix) Support, protect and defend the integrity of the KryptoGenex Business Opportunity;
- (x) Offer Promoters an opportunity to grow with KryptoGenex with such growth guided by the principles of Servant Leadership.

(b) In return, KryptoGenex expects that its Promoters will:

- (i) Conduct themselves in a professional, honest, and considerate manner;
- (ii) Present KryptoGenex Corporate and product information in an accurate and professional manner;
- (iii) Present the Compensation Plan and return and exchange policies

contained herein in a complete and accurate manner;

- (iv) Not make exaggerated income or product claims;
- (v) Make reasonable effort(s) to support and train other Promoters and Customers in their downline;
- (vi) Not engage in cross-line recruiting, unhealthy competition or unethical business practices;
- (vii) Provide positive guidance and training to KryptoGenex Promoters and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Promoter is discouraged from providing cross-line training to other Promoters or Customers in a different organization without first obtaining consent of the Promoter's or Customer's upline leader;
- (viii) Support, protect, and defend the integrity of the KryptoGenex Business Opportunity;

## **1.2 Code of Ethics**

- (a) KryptoGenex desires to provide its independent Krypto Promoters with the best products and services and Compensation Plan in the industry. Accordingly, KryptoGenex values constructive criticism and encourages the submission of written comments addressed to KryptoGenex Compliance Team.
- (b) Krypto Promoter's negative and disparaging comments about KryptoGenex, its products, the Agreement or Compensation Plan, made to KryptoGenex, or to the field or at any KryptoGenex meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other Promoters and Customers. KryptoGenex Promoters must not belittle KryptoGenex, fellow KryptoGenex Krypto Promoters, KryptoGenex products or services, the Compensation Plan, or any and all KryptoGenex directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by KryptoGenex.
- (c) KryptoGenex endorses the following code of ethics:
  - (i) A KryptoGenex Promoter must show fairness, tolerance, and respect to all people associated with KryptoGenex, regardless of race, gender, social class or religion, thereby fostering a "positive atmosphere" of teamwork, good morale and community spirit.
  - (ii) A Promoter shall strive to resolve business issues, including situations with upline and downline Promoters, by emphasizing tact, sensitivity, good will taking care not to create additional problems.
  - (iii) KryptoGenex Promoters must be honest, responsible, professional and conduct themselves with integrity.

- (iv) KryptoGenex Promoters shall not make disparaging statements about KryptoGenex, other Krypto Promoters, KryptoGenex employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.
- (d) KryptoGenex may take appropriate action against a Promoter if it determines, in its sole discretion, that a Promoter's conduct is detrimental, disruptive, or injurious to KryptoGenex or to other Promoters.

### **1.3 KryptoGenex Policies & Procedures and Compensation Plan Incorporated into the Krypto Promoter Agreement**

- (a) Throughout these Policies & Procedures, when the term "Agreement" is used, it collectively refers to the KryptoGenex on-line Application, the most current version of the Policies and Procedures in effect and any addendums thereto, the *Compensation Plan*, also referred to as the 'KryptoGenex Performance Rewards' (attached hereto as "ADDENDUM" and incorporated herein for all purposes), and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto.
- (b) It is the responsibility of the Sponsoring Krypto Promoter to provide the most current version of these Policies and Procedures (available on the KryptoGenex website), the Income Disclosure Statement, the KryptoGenex Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their downline Promoters.

### **1.4 Purpose of Policies & Procedures**

- (a) KryptoGenex is a direct sales community-based cryptocurrency educational company that markets products and services through a network of independent sales and marketing entrepreneurs. To clearly define the relationship that exists between Promoters and KryptoGenex, and to explicitly set a standard for acceptable business conduct, KryptoGenex has established these Policies and Procedures.
- (b) KryptoGenex Promoters and Customers are required to comply with; (i) all of the Terms and Conditions set forth in the Agreement which KryptoGenex may amend from time to time in its sole discretion in accordance with the terms hereof; and (ii) all Federal, State, and/or local laws governing his, her and/or its KryptoGenex business.
- (c) KryptoGenex Promoters must review the information in these Policies and Procedures carefully. Should a Promoter have any questions regarding a policy or rule, the Promoter is encouraged to seek an answer from their Sponsor or any other upline Promoter. If further clarification is needed, the Promoter may contact the KryptoGenex Customer Experience Team by submitting an email to: [support@KryptoGenex.com](mailto:support@KryptoGenex.com).

### **1.5 Changes, Amendments, and Modifications**

- (a) Because Federal, state and local laws, as well as the business environment, periodically change, KryptoGenex reserves the right to amend the KryptoGenex Agreement

in its sole and absolute discretion. Notification of amendments shall appear in all official KryptoGenex materials, KryptoGenex website, social media outlets or the Krypto Promoter's back office.

- (b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:
  - i. Posting on the official KryptoGenex website;
  - ii. Electronic mail (e-mail); or
  - iii. Any KryptoGenex communication channels or social media outlets (ie. Facebook, Instagram, Twitter and/or KryptoGenex Pulse App).

## **2.0 BASIC PRINCIPLES**

### **2.1 Becoming A KryptoGenex Promoter**

- (a) To become a Promoter, an applicant must comply with the following requirements:
  - (i) Be of the age of majority (not a minor) in his or her province or territory of residence;
  - (ii) Reside or have a valid address in the United States or U.S. territory, Canada, Australia or country wherein KryptoGenex is licensed to operate.
  - (iii) Have a valid tax payer identification number (i.e. Social Security Number, Federal Tax ID Number (TIN) or federal Business Number;
  - (iv) Enter a verified mobile phone number, which is not in use or associated with any other KryptoGenex accounts, which will be verified through a verification code sent to the number.

### **2.2 New Krypto Promoter Registration**

- (a) A potential new Promoter may self-enroll on any Promoter/Sponsor's website. In such event, KryptoGenex will accept the web enrollment and KryptoGenex Application by accepting the "electronic signature" stating the new Promoter has accepted all terms and conditions of such the KryptoGenex Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Promoter and KryptoGenex.
- (b) Signed documents, including, but not limited to, Promoter personal agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the



Promoter's position.

- (c) If one applicant enrolls creating an Account listing a certain sponsor and enrolls a second time listing multiple sponsors, only the first completed form to be received by KryptoGenex will be accepted. KryptoGenex reserves the right, at its sole discretion, to make the final decision with respect to all such disputes.
- (d) KryptoGenex reserves the right, at its sole discretion to accept or reject any application submitted by a potential Krypto Promoter.

### **3.0 KRYPTOGENEX'S PROMOTER RESPONSIBILITIES**

#### **3.1 Correct Address**

- (a) It is the responsibility of the Promoter or Customer to make sure KryptoGenex has the correct billing address before any orders are billed.
- (b) A Promoter and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by KryptoGenex Support Team.

#### **3.2 Training and Leadership**

- (a) Any KryptoGenex Promoter who Sponsors another Promoter into KryptoGenex must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her KryptoGenex business. Sponsoring Promoters should have ongoing contact and communication with the Promoters in their downline organizations. (Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, direct contact, team conference calls, voice-mail, e-mail, personal meetings, accompaniment of downline Promoters to KryptoGenex meetings, training sessions, events, workshops, and any other related functions.)
- (b) A Sponsoring KryptoGenex Promoter should monitor the Promoters in his or her downline organizations to ensure that downline Promoters do not make improper product, service or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Promoter should be able to provide documented evidence to KryptoGenex of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- (c) Upline Promoters are encouraged to educate and train new Promoters about KryptoGenex's products and services, effective sales techniques, the KryptoGenex Compensation Plan, along with compliance with KryptoGenex Policies and Procedures and any and all social media guidelines or any other guidelines and amendments thereto implemented at that time. Marketing product is a required activity in KryptoGenex and must be emphasized in all recruiting presentations.
- (d) We emphasize and encourage all Promoters to sell KryptoGenex's products and services to Customers.

- (e) Use of Sales Aids and Marketing Collateral. To promote both the products and the opportunity KryptoGenex offers, Promoters must use the sales aids, marketing collateral and support materials produced by KryptoGenex. If KryptoGenex Promoters develop their own sales aids and promotional

materials, which includes Internet advertising, notwithstanding Promoters' good intentions, along with the intentional violation of any number of statutes or regulatory laws affecting the KryptoGenex business. These violations, although they may be relatively few in number, could jeopardize the KryptoGenex opportunity for all Promoters. Accordingly, Promoters must submit via email all written sales aids, promotional materials, advertisements, websites, training material, flyers, along with any other literature to the Compliance Team for approval prior to use. COMPLIANCE EMAIL: [KryptoCorporate@KryptoGenex.com](mailto:KryptoCorporate@KryptoGenex.com). Unless the Promoter receives specific written approval to use the material, the request shall be deemed denied. All Promoters shall safeguard and promote the good reputation of KryptoGenex and its products. The marketing and promotion of KryptoGenex, the KryptoGenex opportunity, the Compensation Plan, and KryptoGenex products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

### **3.3 Sponsorship**

- (a) The Sponsor is the person who introduces a Promoter or Customer to KryptoGenex, helps them complete their enrollment, and supports and trains those in their downline.
- (b) KryptoGenex recognizes the Sponsor as the name(s) shown on the first:
  - (i) Physically signed KryptoGenex Krypto Promoter Agreement on file; or
  - (ii) Electronically signed Krypto Promoter Agreement from a website or a KryptoGenex Krypto Promoter website.
- (c) A Krypto Promoter Agreement that contains notations such as "by phone" or the signatures of other individuals (i.e. Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by KryptoGenex.
- (d) KryptoGenex recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but KryptoGenex will not allow Promoters to engage in unethical sponsoring activities.
- (e) All active Promoters in good standing have the right to Sponsor and enroll others into KryptoGenex. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Promoter will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Promoter who presented a comprehensive introduction to KryptoGenex products or business opportunity.

### **3.4 Unethical Sponsoring**

- (a) Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition by attempting to acquire a prospect or new Promoter away from a fellow Promoter or influencing another Promoter to transfer to a different sponsor.

- (b) Allegations of unethical sponsoring must be reported in writing to the KryptoGenex Compliance Team within the first 7 days of the new Promoter enrollment in question. If the reports are substantiated, KryptoGenex may transfer the Promoter or the Promoter's downline to another sponsor or organization without approval from the current up-line Sponsor or Placement Promoters. KryptoGenex remains the final authority in such cases.
- (c) KryptoGenex prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the KryptoGenex compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Promoter in an unearned manner. One example of stacking occurs when a Sponsor places Promoter(s) under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent Promoter positions of all individuals and/or entities found to be directly involved.
- (d) Should Promoters engage in solicitation and/or enticement of members of another direct sales company to sell or distribute KryptoGenex products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Promoter alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, KryptoGenex will not pay any of Krypto Promoter's defense costs or legal fees, nor will KryptoGenex indemnify the Promoter for any judgment, award, or settlement.

### **3.5 Cross Sponsoring Prohibition**

- (a) "Cross sponsoring" is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Promoter Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by KryptoGenex, sanctions up to and including termination of a Promoter's position may be imposed.
- (b) The use of a Spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal Business Numbers, or fictitious ID numbers to evade or circumvent this Policy is not permitted.
- (c) This Policy does not prohibit the transfer of a KryptoGenex business in accordance with KryptoGenex Transfer of Sale or Transfer Policy set forth in these Policies.

## **4.0 AGREEMENTS & GENERAL UNDERSTANDINGS**

### **4.1 Rights Granted**

- (a) KryptoGenex hereby grants to the Promoter a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
  - (i) Purchase KryptoGenex products and services;
  - (ii) Promote and sell KryptoGenex products and services; and

- (iii) Sponsor new Krypto Promoters and Customers in countries where KryptoGenex is currently authorized to do business or becomes authorized to business in the future.
- (iv) No feature of the Compensation Plan constitutes a personal purchase requirement to become a Promoter, move up in rank in or otherwise fully participate in the Compensation Plan. No product purchase is

required of anyone at any time to fully participate as a Promoter.

#### **4.2 Renewals and Expiration of the Krypto Promoter Agreement**

- (a) If the Krypto Promoter allows his or her Krypto Promoter Agreement to expire due to nonpayment, the Krypto Promoter will lose any and all rights to his, her or its downline organization unless the Krypto Promoter re-activates within sixty (60) days following the expiration of the Application.
  - (i) If the former Krypto Promoter re-activates within the sixty (60) day time limit, the Krypto Promoter will resume the rank and position held immediately prior to the expiration of the Krypto Promoter Agreement. However, such Krypto Promoter's paid as level will not be restored unless he, she and/or an entity qualifies at that payout level in the new month. The Krypto Promoter is not eligible to receive commissions for the time period that the Krypto Promoter's position was expired.
  - (ii) Any Krypto Promoter who was terminated or whose Agreement has expired and lapsed the thirty (30) day grace period is not eligible to re-apply for a KryptoGenex business for three (3) months following the expiration of the Krypto Promoter Agreement.
  - (iii) The downline of the expired Promoter will roll up to the immediate, active upline Sponsor.

#### **4.3 Effect of Cancellation**

- (a) Following a Promoter's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such Promoter:
  - (i) Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Promoter's former organization or any other payments in association with the Promoter's former independent position;
  - (ii) Effectively waives any and all claims to property rights or any interest in or to the Promoter's former Downline organization;
  - (iii) Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to KryptoGenex.

#### **4.4 Modification of the Promoter Agreement**

- (a) A KryptoGenex Promoter may modify his or her existing Promoter Agreement (i.e., add a Spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Promoter) by submitting a written request, accompanied by a new Promoter Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a "crossed out" or "white-out" version of the first Agreement), and any appropriate supporting documentation.

#### **4.5 Unauthorized Transfer & Re-Enrollment**

- (a) In the event a Promoter discovers that a Promoter in their downline has re-enrolled under a different Promoter, the Promoter has fifteen (15) days from the date the downline Promoter enrolled under a new Promoter to notify the KryptoGenex Compliance Team and request the downline Promoter be transferred back to his/her downline. Upon the expiration of the fifteen (15) day notice period, the right to re-claim a new Promoter to his or her downline will be waived.

#### **4.6 Change of Sponsors or Placement for Promoters**

- (a) Placement changes/corrections may be requested within a period of 72 hours from the time of enrollment. Such adjustments require written permission directed to the Support Team submitted from the personal back office of the sponsor as well as the Promoter to be moved and in some cases the upline distributor.
- (b) Sponsor changes are generally not permitted. However, sponsor corrections can be made if they are reported to the Support Team within 72 hours from the time of enrollment. Sponsor corrections must be requested from the distributor back office of the current (original) sponsor, stating the reason that the correction needs to be made.
- (c) At the discretion of KryptoGenex, Promoters who have not ordered products or services for at least 6 months, and who have not tendered a letter of termination resignation, are eligible to re-enroll in KryptoGenex under the Sponsor/Placement of their choice.
- (d) Upon written notice to KryptoGenex that a former Promoter wishes to re-enroll, KryptoGenex will "compress" (close) the original account. A new KryptoGenex ID number will then be issued to the former Promoter.
- (e) Such Promoter does not retain former rank, downline, or rights to commission from his or her former organizations.
- (f) KryptoGenex reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

#### **4.7 Change Organizations**

- (a) If a KryptoGenex Promoter wishes to transfer organizations, he or she must submit a letter of termination resignation to the KryptoGenex Customer Experience Team and remain inactive (place no orders) with or in KryptoGenex for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.
- (b) KryptoGenex retains the right to approve or deny any request to re-enroll after a Promoter's termination.
- (c) If re-enrollment is approved, the former Promoter will be issued a new KryptoGenex ID number and will be required to submit a new Krypto Promoter Agreement. The Promoter will not be entitled to keep any former rank, downline, or rights to commission

from any prior organization.

#### **4.8 Voluntary Termination**

- (a) A Promoter may immediately terminate his or her position by submitting a written notice or email to the KryptoGenex Compliance Team at [compliance@KryptoGenex.com](mailto:compliance@KryptoGenex.com). The written notice must include the following:
  - (i) The Promoter's intent to terminate the Agreement;  
Date of termination;
  - (ii) KryptoGenex Identification Number;
  - (iii) Reason for terminating; and
  - (iv) A KryptoGenex Promoter may not use termination as a way to immediately change Sponsor and Placement. Instead, the Promoter who has voluntarily terminated is not eligible to reapply for a position or have any financial interest in a or any KryptoGenex business for 6 months from the receipt of the written notice of termination.
  - (v) Signature.

#### **4.9 Involuntary Termination**

- (a) KryptoGenex reserves the right to terminate a Promoter's position for, but not limited to, the following reasons:
  - (i) Violation of any Terms or Conditions of the Krypto Promoter Agreement;
  - (ii) Violation of any provision of these Policies and Procedures in effect at the time the violation occurred or was discovered;
  - (iii) Violation of any provision in the Compensation Plan;
  - (iv) Violation of any applicable law, ordinance, or regulation regarding the KryptoGenex business;
  - (v) Engaging in unethical business practices or violating standards of fair dealing;



- (b) KryptoGenex will notify the Promoter in writing by certified mail, return receipt requested or overnight documented mail, at his or her last known address of its intent to terminate the Promoter's position and the reasons for termination. The Promoter will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. KryptoGenex will then have 30 calendar days from the date of receipt of the Promoter's response to render a final decision as to termination.
- (c) If a decision is made by KryptoGenex to terminate the Promoter's position, KryptoGenex will inform the Promoter in writing that the position is terminated effective as of the date of the written notification.
- (d) If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by KryptoGenex. The former Promoter shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any KryptoGenex products or services. KryptoGenex will notify the active Upline Sponsor within 10 days after termination. The organization of the terminated Promoter will "roll up" to the active Upline Sponsor on record.
- (e) The KryptoGenex Promoter who is involuntarily terminated by KryptoGenex may not reapply for a position, either under his or her present name or any other name or entity, without the express written consent of an officer of KryptoGenex, following a review by the KryptoGenex Compliance Committee. In any event, such Promoter may not re-apply for a position for 12 months from the date of termination.

## **5.0 BUSINESS ENTITIES**

### **5.1 Definition**

- (a) A corporation, partnership, or trust (collectively referred to as a ("Business Entity")) may apply to be a KryptoGenex Promoter.
- (b) A KryptoGenex Promoter may change their status under the same Sponsor from an individual to a partnership, corporation, trust or from one type of business entity to another.

### **5.2 Independent Business Relationship; Indemnification for Actions**

- (a) Promoters are independent contractors acting in the capacity of a wholly independent marketing representative who establish and services retail customers for Company products. Promoter status, as such does not constitute either a sale of a security, franchise or a distributorship (exclusive or otherwise), and absolutely no fees have been or will be required from Promoter for the right to distribute Company products and services pursuant to the Krypto Promoter Agreement. The Krypto Promoter Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between Promoter and any other participant in the Company marketing plan and/or Company. As an independent contractor, Promoter

will: (i) comply with all applicable federal, provincial and local laws, rules and regulations pertaining to the Krypto Promoter Agreement, including the sale, distribution and advertising of Company products, and services and (ii) at Promoter's own expense, complete all filings, and obtain such licenses as are required by applicable federal, provincial and local laws, rules and regulations, with respect to the Krypto Promoter Agreement and Promoter's activities as a Promoter.

- (b) Promoters have no authority to bind Company to any obligation. It is each Promoter's responsibility to pay all income, local or applicable taxes as an independent contractor, and Promoters are not eligible for employee benefits, such as unemployment compensation, worker's compensation or minimum wages. Company encourages its Promoters to set their own hours and to supply all of their own equipment and tools for operating their Company business, such as telephones, transportation, professional services, office equipment and supplies. Further, Promoters should determine their own methods of sale, so long as they comply with the policies of Company. Without limiting the generality of the foregoing, Promoters shall be fully responsible for (i) all applicable federal, state and local withholding taxes, worker's compensation contributions license requirements and fees related to the Promoter's earnings and activities as an Promoter, and (ii) all expenses incurred in connection with the operation of the Promoter's Company-related business, including but not limited to travel, meals, accommodation, secretarial, office, telephone and other business expenses.
- (c) The KryptoGenex Promoter is fully responsible for all of his or her verbal and written communications made regarding KryptoGenex products, services, and the Compensation Plan that are not expressly contained within official KryptoGenex materials. Promoters shall indemnify and hold harmless KryptoGenex, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees and court costs incurred by KryptoGenex as a result of the Promoter's unauthorized representations or actions. This provision shall survive the termination of the KryptoGenex Krypto Promoter Agreement.

### **5.3 Insurance**

- (a) Business Pursuits Coverage. KryptoGenex encourages Promoters to arrange insurance coverage for their business. A homeowner's insurance policy does not cover business related injuries, or the theft of, or damage to, inventory or business equipment. KryptoGenex Promoters need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.
- (b) If a Promoter has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, genealogy, orders or charges, the Promoter must notify KryptoGenex in writing within thirty (30) days of the date the error or incident in question occurred. Any such errors, omissions or problems not reported within thirty (30) days shall be deemed waived by the Promoter.

## **6.0 POLICY VIOLATIONS**

## **6.1 Reporting Policy Violation**

- (a) A Promoter who observes a policy violation by another Promoter, Promoter or Customer associated with KryptoGenex should submit an e- mail to [corporate@KryptoGenex.com](mailto:corporate@KryptoGenex.com) any and all violations directly to the KryptoGenex Corporate office. The message shall set forth the details of the incident as follows: The nature of the violation:
  - (i) Specific facts to support the allegations;
  - (ii) Dates;
  - (iii) Number of occurrences;
  - (iv) Persons involved; and
  - (v) Supporting documentation
- (b) Once the matter has been presented to KryptoGenex, it will be researched thoroughly by the Compliance Team and appropriate action will be taken if required.
- (c) This section refers to the general reporting of Policy violations as observed by other Promoters for the mutual effort to support, protect, and defend the integrity of the KryptoGenex business and opportunity. If a Promoter has a grievance or complaint against another Promoter which directly relates to his or her KryptoGenex business, the Procedures set forth in these Policies must be followed.

## **6.2 Adherence to the KryptoGenex Compensation Plan**

- (a) A Promoter must adhere to the terms of the KryptoGenex Compensation Plan as set forth in these Policies and Procedures as well as in official KryptoGenex literature. Deviation from the Compensation Plan is prohibited.
- (b) A Promoter shall not offer the KryptoGenex opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official KryptoGenex literature.
- (c) A Promoter shall not require or encourage a current or prospective Promoter to participate in KryptoGenex in any manner that varies from the Compensation Plan as set forth in official KryptoGenex literature.
- (d) A Promoter shall not require or encourage a current or prospective Promoter to make a purchase from or payment to any individual or other entity as a condition to participating in the KryptoGenex Compensation Plan.

## **6.3 Adherence to Laws and Ordinances**

- (a) Many cities, counties and townships have laws regulating certain home-based businesses. Promoters must check their local laws and obey the laws that do apply to them.
- (b) A KryptoGenex Promoter or Customer shall comply with all Federal and local laws and regulations in their conduct of his or her KryptoGenex business.
- (c) A Promoter accepts sole responsibility for and agrees to pay all fines and incur all liabilities for his or her actions that violate any laws or ordinances.

#### **6.4 Compliance with Applicable Income Tax Laws**

- (a) A Promoter accepts sole responsibility for and agrees to pay all Federal, Provincial and local taxes on any income generated as an independent Promoter, and further agrees to indemnify KryptoGenex from any failure to pay such tax amounts when due.
- (b) If a Promoter's business is tax exempt, the Federal Business Number must be provided to KryptoGenex in writing.
- (c) KryptoGenex encourages all Promoters to consult with a tax advisor for additional information for their business. KryptoGenex is required to charge and remit sales tax to the various states or provinces based on the retail price. (Receipt of trips, prizes or awards in the amount of \$600.00 or more.)

#### **6.5 One KryptoGenex Business Per Promoter**

- (a) A Krypto Promoter may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) KryptoGenex business. No individual (together with their spouse) may have, operate or receive compensation from more than one KryptoGenex business. Individuals of the same family unit, excluding spouses, may each enter into or have an interest in their own separate KryptoGenex businesses, only if each subsequent family position is placed front-line to the first family member enrolled. A "family unit" is defined as parents or dependent children living at or doing business at the same address. Each position must build their position separate and independent of the other or the position will be deemed to be stacking.

#### **6.6 Actions of Household Members or Affiliated Parties**

- (a) If any member of a Promoter's immediate household engages in any activity which, if performed by the Promoter, would violate any provision of the Agreement, such activity will be deemed a violation by the Promoter and KryptoGenex may take disciplinary action pursuant to these Policies and Procedures against the Promoter. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and KryptoGenex may take disciplinary action against the Business Entity. Likewise, if a Promoter enrolls in KryptoGenex as a Business Entity, each Affiliated Party of the Business Entity

shall be personally and individually bound to, and

must comply with, the Terms and Conditions of the Agreement.

## **6.7 Identification Numbers and Pay-Out**

- (a) Each Promoter is required to provide his or her federal Social Security Number or Federal Tax Identification Number, if located in the United States or any of its territories to KryptoGenex at the time Promoter initiates a transfer of monies or earnings accumulated in the Promoter's Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a Pay-Out and KryptoGenex reserves the right to withhold Pay-Out from any Promoter who fails to provide such information or who provides false information.
- (b) Upon enrollment, KryptoGenex will provide a KryptoGenex Identification Number to the Krypto Promoter. This number will be used to place orders, structure organizations, and track commissions and bonuses.

## **6.8 Sell, Assign or Delegate Ownership**

- (a) In order to preserve the integrity of the hierarchical structure, it is necessary for KryptoGenex to place restrictions on the transfer, assignment, or sale of a position.
- (b) A KryptoGenex Promoter may not sell or assign his or her rights or delegate his or her position as a Promoter without prior written approval by KryptoGenex, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of KryptoGenex.
- (c) Should the sale be approved by KryptoGenex, the Buyer assumes the position of the Seller at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the Seller's Downline.
- (d) To request corporate authorization for a sale or transfer of a KryptoGenex position, the following items must be submitted to the KryptoGenex Compliance Team:
  - (i) A Sale/Transfer of Position Form properly completed, with the requisite signatures.
  - (ii) A copy of the Sales Agreement signed, dated and notarized by both Buyer and Seller.
  - (iii) A KryptoGenex Krypto Promoter Agreement completed and signed by the signed by the Buyer and proof of good standing;
  - (iv) Payment of the \$100 administration fee paid by Seller;
  - (v) Any additional supporting documentation requested by KryptoGenex.
- (e) Any debt obligations that either Seller or Buyer may have with KryptoGenex must be satisfied prior to the approval of the sale or transfer by KryptoGenex.

- (f) A KryptoGenex Promoter who sells his or her position is not eligible to re-enroll as a

KryptoGenex Promoter in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

#### **6.9 Separating a KryptoGenex Business**

- (a) Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:
  - (i) One of the parties may, with the written consent of the other(s), operate the KryptoGenex business whereby the relinquishing Spouse (which term herein means either an individual that is legally married or an individual that is party to a legally recognized common law relationship), shareholders, partners, members or trustees authorize KryptoGenex to deal directly and solely with the other Spouse, non- relinquishing shareholder, partner, member or trustee;
  - (ii) The parties may continue to operate the KryptoGenex business jointly on a "business as usual" basis, whereupon all compensation paid by KryptoGenex will be paid in the name designated as the Promoters or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, KryptoGenex will pay compensation to the name on record and in such event, the Krypto Promoter named on the account shall indemnify KryptoGenex from any claims from the other business owner(s) or the other Spouse with respect to such payment.
- (b) KryptoGenex recognizes only one Downline organization and will issue only one commission payment transfer per KryptoGenex business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will KryptoGenex split commission and/or bonuses.
- (c) If a relinquishing Spouse, partner or owner of the business has completely relinquished ("Relinquishing Party"), in writing, all rights to the original KryptoGenex business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Promoter or active Customer in the former organization, and must develop a new business in the same manner as any other new KryptoGenex Promoter. A Promoter in the Relinquishing Party's former Downline who wishes to transfer to the Relinquishing Party's new organization or to any other organization, must comply with the requirements in Section 4.0.

#### **6.10 Succession**

- (a) The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- (b) Upon the death or incapacity of a Promoter, the Promoter's business may be passed on to his or her legal successors in interest (successor). Whenever a KryptoGenex business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased



Promoter's sales organization. The successor must:

- (i) Complete and sign a new KryptoGenex Krypto Promoter Agreement;
  - (ii) Comply with the Terms and provisions of the Krypto Promoter Agreement; and
  - (iii) Meet all of the qualifications for the last rank achieved by the former Promoter.
- (c) Bonus and commission of a KryptoGenex business transferred based on this section will be paid in a single transfer to the successor. The successor must provide KryptoGenex with an "address of record" to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- (d) If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a federal Business Number. KryptoGenex will issue all bonus and commission payments to the managing business entity only.
- (e) Appropriate legal documentation must be submitted to KryptoGenex Compliance Team to ensure the transfer is done properly. To affect a testamentary transfer of a KryptoGenex business, the successor must provide the following to KryptoGenex Compliance Team;
- (i) A certified copy of the death certificate; and
  - (ii) A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the KryptoGenex business.
- (f) To complete a transfer of the KryptoGenex business because of incapacity, the successor must provide the following to the KryptoGenex Compliance Team;
- (i) A notarized copy of an appointment as trustee;
  - (ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the KryptoGenex business; and
  - (iii) A completed Krypto Promoter Agreement executed by the trustee.
- (g) If the successor is already an existing Promoter, KryptoGenex will allow such Promoter to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Promoter must have compressed (if applicable), sold or otherwise transferred either the existing position or the inherited position.
- (h) If the successor wishes to terminate the KryptoGenex position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.

- (i) Upon written request, KryptoGenex may grant a 1 month bereavement waiver

and pay out at the last "paid as" rank.

## **7.0 DISCIPLINARY ACTIONS**

### **7.1 Imposition of Disciplinary Action - Purpose**

- (a) It is the spirit of KryptoGenex that integrity and fairness should pervade among its Promoters, thereby providing everyone with an equal opportunity to build a successful business. Therefore, KryptoGenex reserves the right to impose disciplinary sanctions at any time, when it has determined that a Promoter has violated the Agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by KryptoGenex in accordance herewith.

### **7.2 Consequences and Remedies of Breach**

- (a) Disciplinary actions may include one or more of the following:
  - (i) Monitoring a Promoter's conduct over a specified period of time to assure compliance;
  - (ii) Issuance of a written warning or requiring the Promoter to take immediate corrective action;
  - (iii) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until KryptoGenex receives adequate additional assurances from the Promoter to ensure future compliance;
  - (iv) Suspension from participation in Company or Promoter events, rewards, or recognition;
  - (v) Suspension of the KryptoGenex Krypto Promoter Agreement and position for one or more pay periods;
  - (vi) Involuntary termination of the Krypto Promoter's Agreement and position;
  - (vii) Any other measure which KryptoGenex deems feasible and appropriate to justly resolve injuries caused by the Krypto Promoter's Policy violation or contractual breach; OR
  - (viii) Legal proceedings for monetary or equitable relief.

### **7.3 Suspension Procedures**

- (a) First Violation: Counseling and initial warning letter.
  - (i) A first violation usually occurs because the Promoter is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the KryptoGenex the Policies and Procedures and the specific violation, and to

provide

counseling on complying with the Policies and Procedures and applicable laws. Compliance will also describe expectations and steps the Promoter must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to 2nd Violation notice.

(b) Second Violation: Second warning letter and temporary suspension

- (i) Although it is hoped that the Promoter will promptly correct the violation(s), KryptoGenex recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a temporary suspension of the Promoter's account. During the suspension period, the Promoter waives any and all rights to Pay-Out and must submit a signed a reinstatement letter wherein the Promoter acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by KryptoGenex, the suspension will be lifted, and the Promoter will be able to request a Pay-Out. The Promoter may be subject to additional discipline up to and including termination if the violation is not remedied or further violations occur.

(c) Third Violation: Suspension and final written warning

- (i) Repeated violations of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Promoter and forfeiture of commissions for at least a month. The final written warning letter will include notification of such suspension, the extent of the commission forfeiture, and an indication that if the Promoter violates the Policies and Procedures again, the Promoter will be terminated immediately.

(d) Fourth Violation: Termination

- (i) As described above, KryptoGenex will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning and suspension and commissions forfeiture before proceeding to termination; however, KryptoGenex reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, Promoter may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

## **8.0 DISPUTE RESOLUTION**

### **8.1 Grievances**

- (a) If a KryptoGenex Promoter has a grievance or complaint against another Promoter regarding any practice or conduct relating to their respective KryptoGenex businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the KryptoGenex Compliance Team as outlined below in this

Section.

- (b) The KryptoGenex Compliance Team will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Promoters involved.
- (c) KryptoGenex will confine its involvement to disputes regarding KryptoGenex business matters only. KryptoGenex will not decide issues that involve personality conflicts or unprofessional conduct by or between Promoters outside the context of a KryptoGenex business. These issues go beyond the scope of KryptoGenex and may not be used to justify a Sponsor or Placement change or a transfer to another KryptoGenex organization.
- (d) KryptoGenex does not consider, enforce, or mediate third party agreements between Promoters, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- (e) Process for Grievances:
  - (i) The KryptoGenex Promoter should submit a letter of complaint (e-mail will be accepted) directly to the KryptoGenex Compliance Team. The letter shall set forth the details of the incident as follows:
    - (A) The nature of the violation;
    - (B) Specific facts to support the allegations;
    - (C) Dates;
    - (D) Number of occurrences;
    - (E) Persons involved; and
    - (F) Supporting documentation.
  - (ii) Upon receipt of the written complaint, KryptoGenex will conduct an investigation according to the following procedures:
    - (A) The Compliance Team will send an acknowledgment of receipt to the complaining Promoter;
    - (B) The Compliance Team will provide a verbal or written notice of the allegation to the Promoter under investigation. If a written notice is sent to the Promoter, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by KryptoGenex.
    - (C) The Compliance Team will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary.

- (D) During the course of the investigation, the Compliance Team will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Promoter calls, letters, and requests for "progress reports" during the course of the investigation will not be answered or returned.
- (f) KryptoGenex will make a final decision and timely notify the KryptoGenex Promoters involved.

## **8.2 Mediation**

- (a) Promoter and KryptoGenex (collectively "the Parties") recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Additionally, the Parties recognize that litigation in court can be time consuming and expensive, hence THE PARTIES AGREE TO THE FOLLOWING:
- (b) The Parties hereto agree to refer the following matters and responsibilities to the Mediator:
  - (i) The Mediator shall conduct the mediation based on the principle of party self-determination, in which the Parties come to a voluntary, uncoerced decision where each party makes free and informed choices.
  - (ii) The Mediator shall conduct any necessary separate or ex parte meetings and other communications with parties or representatives, before, during, and after any scheduled mediation conference.
  - (iii) The Parties should exchange all documents pertinent to the relief requested. The Mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the Mediator in a separate communication.
  - (iv) The Mediator does not have the authority to issue a settlement but will help facilitate a satisfactory resolution of the dispute.
  - (v) The Mediator will not make decisions for a Party or act as an arbitrator. i. Should a complete settlement of some or all issues not be achieved, the Mediator may continue to communicate with the Parties following the mediation conference.
  - (vi) The Mediator is not a legal representative of any party.
  - (vii) The Mediator shall set the date, time, and place for each session of the mediation conference and the Parties shall respond in a timely manner.
- (c) The Mediator shall direct the Parties to file statements of their respective claims, legal submissions and reliefs claimed. Each party will file statements of defense in reply to the statements of claims of others. The Mediator shall allow the Parties to produce documents in support of their claims.



- (d) The Mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (*pro se*).
- (e) Mediation sessions and related mediation communications are private proceedings. The Parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the Mediator.

### **8.3 Termination of Mediation**

- (a) The mediation shall be terminated:
  - (i) By the execution of a settlement agreement by the Parties; or
  - (ii) By a written or verbal declaration of the Mediator to the effect that further efforts at mediation would not contribute to a resolution of the Parties' dispute; or
  - (iii) By a written or verbal declaration of all Parties to the effect that the mediation proceedings are terminated; or
  - (iv) When there has been no communication between the Mediator and any party or party's representative for twenty (21) days following the conclusion of the mediation conference.
- (b) Each Party will pay its own costs and expense of the mediation unless the Parties agree otherwise. The expenses of participants for either side shall be paid by the party requesting the attendance of such participants.
- (c) The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.
- (d) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be submitted to a Mediator with a principal office in Okaloosa County, Florida. The mediation shall occur at the office of the Mediator or at any neutral location located in Okaloosa County, Florida. The Parties further agree that the laws of the State of Florida shall govern all matters, claims or controversy submitted to mediation pursuant to the Agreement.

### **8.4 Severability**

- (a) If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

## **8.5 Waiver**

- (a) Only an officer of KryptoGenex can, in writing, affect a waiver of the KryptoGenex Policies and Procedures. KryptoGenex's waiver of any particular breach by a Promoter shall not affect KryptoGenex's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Promoter.
- (b) The existence of any claim or cause of action of a Promoter against KryptoGenex shall not constitute a defense to KryptoGenex's enforcement of any term or provision of these Policies and Procedures.

## **8.6 Governing Law**

- (a) Subject to and without waiving the terms set forth in Sections 8.2 (Mediation) and 8.3 (Termination of Mediation) above, jurisdiction and venue of any controversy or claim arising from the Agreement or between KryptoGenex and Promoter, shall be in Okaloosa County, Florida. The law of the State of Florida shall govern all matters relating to or arising from the Agreement or between KryptoGenex and Promoter.

## **9.0 PAYMENT OF COMMISSIONS & BONUSES**

### **9.1 Bonus and Commission Qualifications**

- (a) A Promoter must be active and in compliance with any and all KryptoGenex Policies and Procedures set forth herein, along with all guidelines implemented to qualify for bonuses and commissions. So long as a Krypto Promoter complies with the terms and conditions set forth in the Agreement, KryptoGenex shall pay commissions to such Promoters in accordance with the Compensation Plan and any amendments thereto.
- (b) KryptoGenex will not issue a payment earned of any form to a Krypto Promoter without the receipt of a of the annual membership fee and completed electronic KryptoGenex Application.
- (c) KryptoGenex reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.

### **9.2 Computation of Commissions and Discrepancies**

- (a) In order to qualify to receive commissions and/or bonuses, a Krypto Promoter must be in good standing and comply with the Terms of the Application and these Policies and Procedures. Commissions, bonuses, overrides, and achievement levels are calculated each month.
- (b) A KryptoGenex Promoter must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day "grace period" no additional requests will be considered for commission recalculations.
- (c) For additional information on payment of commissions, please review the

Compensation Plan, a copy of which is attached hereto as "ADDENDUM 2".

### **9.3 Adjustments to Bonuses and Commissions for Returned Products or Promoter Memberships.**

- (a) A Promoter receives bonuses and commissions based on the actual sales of products and services to end consumers and to Promoters through product and service purchases. When a product or service is returned to KryptoGenex for a refund from the end consumer or by a Promoter, the bonuses and commissions attributable to the returned product or service will be deducted from the Promoter who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- (b) In the event that a Promoter terminates his or her position, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by KryptoGenex, the remainder of the outstanding balance may be offset against any other amounts that may be owed by KryptoGenex to the terminated Promoter.

## **10.0 ORDERING PRODUCT**

### **10.1 General Product Ordering Policies**

- (a) "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Application by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as a Promoter or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Promoters or Customers ("phantoms"); (d) purchasing KryptoGenex products or services on behalf of another Promoter or Customer, or under another Promoter's or Customer's ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products, services or subscriptions that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers.
- (b) KryptoGenex requires that Promoters use their own credit cards and not allow others to use them. A Promoter shall not use another Promoter's or Customer's credit card or debit account to enroll in KryptoGenex or purchase products, services or subscription without the account holder's written permission. Such documentation must be kept by the Promoter indefinitely in case KryptoGenex needs to reference this.
- (c) Regarding an order with an invalid or incorrect payment, KryptoGenex will attempt to contact the Promoter by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled.

- (d) Prices are subject to change without notice.
- (e) A Promoter or Customer who is a recipient of a damaged or incorrect order must notify KryptoGenex within thirty (30) calendar days from receipt of the order and follow the Procedures as set forth in these Policies and Procedures, along with the Return/Exchange Policies and any and all guidelines instated and effective and any amendments thereto.

## **10.2 Sales to Customers**

- (a) Sales to retail customers may be done directly through Promoters' replicated websites or directly using product that KryptoGenex has in inventory.
- (b) Promoters will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation. When making a sale to an end customer, a Promoter must provide him/her with an official KryptoGenex retail receipt at or prior to the time of the initial sale and every sale thereafter. Promoter will need to customize the template with his/her personal information. If the customer exercises the right to cancel the sale, Promoter shall follow the refund procedures described in this section.

## **10.3 Sales Tax Obligation**

- (a) The Krypto Promoter shall comply with all federal and local taxes and regulations governing the sale of KryptoGenex products and services.
- (b) KryptoGenex will collect and remit sales tax, on Krypto Promoter orders. When orders are placed with KryptoGenex, sales tax is prepaid based upon the suggested retail price. KryptoGenex will remit the sales tax to the appropriate Provincial and local jurisdictions. The Krypto Promoter may recover the sales tax when he or she makes a sale. KryptoGenex Krypto Promoters are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- (c) KryptoGenex encourages each Krypto Promoter to consult with a tax advisor for additional information for his or her business.
- (d) KryptoGenex required to charge and remit sales tax to the various states and U.S territories based on the retail price.

## 10.4 Refund Policy

(a) KryptoGenex Customers:

- (i) If within the first twenty-four (24) hours you are not satisfied with the product you must contact [support@KryptoGenex.com](mailto:support@KryptoGenex.com) to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After thirty (30) days and up to ninety (90) days post purchase, you must contact [support@KryptoGenex.com](mailto:support@KryptoGenex.com) to return the remaining sellable portion of the product for a full refund, minus shipping and handling charges incurred.

(b) KryptoGenex Promoters:

- (i) If within the first twenty-four (24) hours of the original purchase, you are not satisfied with the product, you must contact [support@KryptoGenex.com](mailto:support@KryptoGenex.com) to return the unused portion of the product for a full refund, minus shipping and handling charges. Your promoter account will then be subject to six (6) months suspension.

## 11.0 **KRYPTOGENEX OPPORTUNITY**

### 11.1 **Presentation of Compensation Plan**

- (a) In presenting the KryptoGenex opportunity to potential Customers and Promoters, a Promoter is required to comply with the following provisions:
- (b) A Promoter shall not misquote or omit any significant material fact about the Compensation Plan.
  - (i) A Promoter shall make it clear that the Compensation Plan is based upon sales of KryptoGenex products and services and upon the sponsoring of other Promoters.
  - (ii) A Promoter shall make it clear that success can be achieved only through substantial and diligent independent efforts.
  - (iii) A KryptoGenex Promoter shall not make income projections, claims, or guarantees while presenting or discussing the KryptoGenex opportunity or Compensation Plan to prospective Promoters or Customers. A KryptoGenex Promoter should inform all Promoters that success requires substantial work.
  - (iv) A Promoter may not make any claims regarding products or services of any products offered by KryptoGenex, except those contained in official KryptoGenex literature.
  - (v) A Promoter may not use official KryptoGenex material to promote the KryptoGenex business opportunity in any country where KryptoGenex has not established a "presence" or is duly authorized to conduct business.

## **11.2 Sales Requirements Are Governed by the Compensation Plan**

- (a) The KryptoGenex program is built on sales to the ultimate consumer or end user.

## **12.0 PROPRIETARY INFORMATION & TRADE SECRETS**

### **12.1 Business Reports, Lists, and Proprietary Information**

- (a) By agreeing to the KryptoGenex Krypto Promoter Agreement, the Promoter acknowledges that business reports, lists of Customer and Promoter names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by KryptoGenex or pertaining to the business of KryptoGenex (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to KryptoGenex.

### **12.2 Obligation of Confidentiality**

- (a) During the term of the KryptoGenex Krypto Promoter Agreement and for a period of one (1) years after the termination or expiration of the Krypto Promoter Agreement between the Promoter and KryptoGenex, the Promoter shall not;
- (b) Use the information in the Reports to compete with KryptoGenex or for any purpose other than promoting his or her KryptoGenex business;
- (c) Use or disclose to any person or entity any confidential information contained in the reports, including the replication of the genealogy in another network marketing company.

### **12.3 Breach and Remedies**

- (a) The Promoter acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to KryptoGenex and to independent KryptoGenex businesses. KryptoGenex and its Promoters will be entitled to injunctive relief or to recover damages against any Promoter who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of lawyer's fees, court costs and expenses.

### **12.4 Return of Materials**

- (a) Upon demand by KryptoGenex, any current or former Promoter will return the original and all copies of all "Reports" to KryptoGenex together with any KryptoGenex confidential information in such person's possession.

## **13.0 PRIVACY POLICY**

### **13.1 Introduction**

- (a) This Privacy Policy is to ensure that all Customers and Promoters understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section 7.0, all Promoters must comply with applicable privacy laws governing the collection, use and disclosure of Customer and fellow Promoter information.

### **13.2 Expectation of Privacy**

- (a) KryptoGenex recognizes and respects the importance its Customers and Promoters place on the privacy of their financial and personal information. KryptoGenex will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and Promoters' financial and account information and nonpublic personal information.
- (b) By entering into the Krypto Promoter Agreement, a Promoter or Customer authorizes KryptoGenex to disclose his or her name and contact information to upline Promoters solely for activities related to the furtherance of the KryptoGenex business. A Promoter hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the KryptoGenex business.

### **13.3 Employee Access to Information**

- (a) KryptoGenex limits the number of employees who have access to Customer's and Promoters' nonpublic personal information.

### **13.4 Restrictions on the Disclosure of Account Information**

- (a) KryptoGenex will not share non-public personal information or financial information about current or former Customers or Promoters with third parties,



except as permitted or required by laws and regulations, court orders, or to serve the

Customers', or Promoters' interests or to enforce its rights or obligations under these Policies and Procedures, or Krypto Promoter's Agreement or with written permission from the accountholder on file.

## **14.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS**

### **14.1 Labeling, Packaging, and Displaying Products**

- (a) A KryptoGenex Promoter and/or Customer may not re-label, re-package, refill, or alter labels of any KryptoGenex product, or service, information, materials or program(s) in any way. KryptoGenex products and services must only be sold in their original containers from KryptoGenex. Such re-labeling or re-packaging violates federal and regulatory laws, which may result in criminal or civil penalties or liability.
  
- (b) A Promoter may sell KryptoGenex products and services and display the KryptoGenex trade name at any appropriate display booth (such as trade shows, expositions, conferences etc.) with the express written consent of KryptoGenex.
  - (i) KryptoGenex reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the KryptoGenex opportunity.

### **14.2 Use of Company Names and Protected Materials**

- (a) A KryptoGenex Promoter must safeguard and promote the good reputation of KryptoGenex and the products and services it markets. The marketing and promotion of KryptoGenex, the KryptoGenex opportunity, the Compensation Plan, and KryptoGenex products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.

- (b) All promotional materials supplied or created by KryptoGenex must be used in their original form and cannot be changed, amended or altered, except with prior written approval from the KryptoGenex Compliance Team.
- (c) The name of KryptoGenex, each of its product and service names and other names that have been adopted by KryptoGenex, in connection with its business are proprietary trade names, trademarks and service marks of KryptoGenex. As such, these marks are of great value to KryptoGenex and are supplied to Promoters for their use only in an expressly authorized manner.
- (d) A KryptoGenex Promoter's use of the name "KryptoGenex" is restricted to protect KryptoGenex proprietary rights, ensuring that the KryptoGenex protected names will not be lost or compromised by unauthorized use. Use of the KryptoGenex name on any item not produced by KryptoGenex is prohibited except as follows:
  - (i) [Promoter's name] Independent KryptoGenex Promoter.
  - (ii) [Promoter's name] Independent Promoter of KryptoGenex products and services.
- (e) Further procedures relating to the use of the KryptoGenex name are as follows:
  - (i) All stationary (i.e. letterhead, envelopes, and business cards) bearing the KryptoGenex name or logo intended for use by the KryptoGenex Promoter must be submitted via email to the KryptoGenex Compliance Team for approval. Submit to: [corporate@KryptoGenex.com](mailto:corporate@KryptoGenex.com).
  - (ii) KryptoGenex Promoters may list "Independent KryptoGenex Promoter" in the white pages of the telephone directory under his or her own name.
  - (iii) KryptoGenex Promoters may not use the name KryptoGenex or KryptoGenex in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent KryptoGenex Promoter."
- (f) Certain photos and graphic images used by KryptoGenex in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Promoters. If a Promoter wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- (g) A KryptoGenex Promoter shall not appear on or make use of television or radio or make use of any other media to promote or discuss KryptoGenex or its programs, products or services without prior written permission from the KryptoGenex Compliance Team.

- (h) A Promoter may not produce for sale or distribution any Company event or speech, nor may a Promoter reproduce KryptoGenex audio or video clips for sale or for personal use without prior written permission from the KryptoGenex Compliance

Team.

- (i) KryptoGenex reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Promoter.
- (j) A Promoter shall not promote non-KryptoGenex products or services in conjunction with KryptoGenex products or services on the same social media site or same advertisement without prior approval from KryptoGenex Compliance Team.
- (k) Claims (which include personal testimonials) of any products offered by KryptoGenex may not be made except those contained in official KryptoGenex literature. In particular, no Promoter may make any claim at any time, outside of those published by KryptoGenex. Such statements can be perceived as investment claims. Not only do such claims violate KryptoGenex policies, but they also potentially violate federal and provincial laws and regulations.

### **14.3 Faxes and E-mail - Limitations**

- (a) Except as provided in this section, a Promoter may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages or "spamming" that advertises or promotes the operation of his or her KryptoGenex business. The exceptions are:
  - (i) E-mailing any person who has given prior permission or invitation;
  - (ii) E-mailing any person with whom the Promoter has established a current business or personal relationship.
- (b) In all states or U.S. or International territories where prohibited by law, a Promoter may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- (c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following;

- (i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
  - (ii) A clear return path or routing information;
  - (iii) The use of legal and proper domain name;
  - (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
  - (v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
  - (vi) The true and correct name of the sender, valid senders fax or e-mail address, and a valid sender physical address;
  - (vii) The date and time of the transmission;
  - (viii) Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, a KryptoGenex Promoter shall not transmit any further documents to that recipient.
- (d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
- (i) Use of any third-party domain name without permission;
  - (ii) Sexually explicit materials.

#### **14.4 Internet and Third-Party Website Restrictions**

- (a) A Promoter and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell or advertise their KryptoGenex business. A Promoter and/or Customer is prohibited to use or attempt to register any of KryptoGenex's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the KryptoGenex name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.
- (b) A KryptoGenex Promoter may not sell KryptoGenex products, services or offer the Business Opportunity using "online auctions," such as eBay®, Amazon, Etsy or other external retail websites or auction sites.
- (c) Social Media sites may be used to sell or offer to sell KryptoGenex products or services. PROFILES A PROMOTER OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE KRYPTOGENEX IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE PROMOTER AS AN INDEPENDENT KRYPTOGENEX PROMOTER, and when a Promoter and/or Customer participates in those communities, Promoters and/or Customers must avoid inappropriate

conversations, comments,

images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at KryptoGenex's sole discretion, and offending Promoter and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the KryptoGenex approved library, official KryptoGenex website or social media outlet. If a link is provided, it must link to the posting Promoter's Replicated website.

- (d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Promoters will be subject to disciplinary action.
- (e) Promoters and/or Customers may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Promoters or Customers create, or leave must be useful, unique, relevant and specific to the blog's article.
- (f) Promoters and/or Customers must disclose their full name on all Social Media postings, and conspicuously identify themselves as an Independent KryptoGenex Promoter for KryptoGenex. Anonymous postings or use of an alias is prohibited.
- (g) Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the KryptoGenex income opportunity, KryptoGenex's products and services, and/or your biographical information and credentials.
- (h) Promoter and/or Customer are personally responsible for their postings and all other online activity that relates to KryptoGenex. Therefore, even if a Promoter does not own or operate a blog or Social Media site, if a Promoter and/or Customer posts to any such site that relates to KryptoGenex or which can be traced to KryptoGenex, the Promoter is responsible for the posting. Promoter and/or Customer are also responsible for postings which occur on any blog or Social Media site that the Promoter and/or Customer owns, operates, or controls.
- (i) As a KryptoGenex Promoter, it is important to not converse with any person who places a negative post against you, other Promoters, or KryptoGenex. Report negative posts to KryptoGenex at [support@KryptoGenexhq.com](mailto:support@KryptoGenexhq.com). Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as KryptoGenex, and therefore damages the reputation and goodwill of KryptoGenex.
- (j) The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, KryptoGenex therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.
- (k) If your KryptoGenex business is cancelled for any reason, you must discontinue using the KryptoGenex name, and all of KryptoGenex's trademarks, trade names, service marks, and other intellectual property, and



all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified

yourself as an Independent KryptoGenex Promoter, you must conspicuously disclose that you are no longer an Independent KryptoGenex Promoter.

- (l) Failure to comply with these Policies for conducting business online may result in the Promoter losing their right to advertise and market KryptoGenex products, services and KryptoGenex's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

#### **14.5 Advertising and Promotional Materials**

- (a) You may not advertise any KryptoGenex products or services at a price LESS than the highest company published, established retail price of ONE offering of the KryptoGenex product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
- (b) Advertising and all forms of communications must adhere to principles of honesty and propriety.
- (c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the KryptoGenex Compliance Team.
- (d) All requests for approvals with respect to advertising must be directed in writing to the KryptoGenex Compliance Team.
- (e) KryptoGenex reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Promoter.

#### **14.6 Testimonial Permission**

- (a) By agreeing to the KryptoGenex Krypto Promoter Agreement, a Promoter gives KryptoGenex permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the KryptoGenex Business Opportunity, a Promoter waives any right to be compensated for the use of his or her testimonial or image and likeness even though KryptoGenex may be paid for items or sales materials containing such image and likeness, and represents that any testimonial represents Promoter's current, original, honest opinion,

thoughts, beliefs, findings or experiences, based on Promoter's actual experience with KryptoGenex and any stated use of KryptoGenex products and/or services, and agrees to notify Promoter immediately of any changes in the views expressed in the testimonial. In some cases, a Promoter's testimonial may appear in another Promoter's advertising materials. If a Promoter does not wish to participate in KryptoGenex sales and marketing materials, he or she should provide a written notice to the KryptoGenex Compliance Team to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

#### **14.7 Telemarketing - Limitations**

- (a) A KryptoGenex Promoter must not engage in telemarketing in relation to the operation of the Promoter's KryptoGenex business. The term "telemarketing" means the placing of one or more telephone calls or facsimile transmissions to an individual or entity to induce the purchase of KryptoGenex products or services, or to recruit them for the KryptoGenex opportunity.
- (b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- (c) While a Promoter may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Promoter to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
- (d) "Cold calls" or unsolicited calls/faxes made to prospective Customers or Promoters in order to promote KryptoGenex products, services or the KryptoGenex opportunity is considered telemarketing and is prohibited.
- (e) Exceptions to Telemarketing Regulations
- (f) A KryptoGenex Promoter may place telephone calls or faxes to prospective Customers, or Promoters under the following limited situations:
  - (i) If the Promoter has an established current business relationship with the prospect;
  - (ii) In response to the prospect's personal inquiry or application regarding a product or service offered by the KryptoGenex Promoter, within 3 months immediately before the date of such a call/fax;
  - (iii) If the Promoter receives written and signed permission from the prospect authorizing the Promoter to call/fax;

(iv) If the call/fax is to family members, personal friends, and

acquaintances. However, if a Promoter makes a habit of collecting business cards from everyone he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption;

- (v) KryptoGenex Promoters engaged in calling "acquaintances," must make such calls/faxes on an occasional basis only and not as a routine practice.
- (g) A Promoter shall not use automatic telephone dialing systems in the operation of his or her KryptoGenex businesses.
- (h) Failure to abide by KryptoGenex policies or regulations as set forth by the federal government regarding telemarketing may lead to sanctions against the Promoter's position, up to and including termination of the position.
- (i) By signing the Krypto Promoter Agreement, or by accepting commissions, other payments or awards from KryptoGenex, a Promoter gives permission to KryptoGenex and other Promoters to contact them as permitted under the Federal Do Not Call regulations.
- (j) In the event a Promoter violates this section, KryptoGenex reserves the right to institute legal proceedings to obtain monetary or equitable relief.

## **15.0 INTERNATIONAL MARKETING**

### **15.1 International Marketing Policy**

- (a) A KryptoGenex Promoter is authorized to sell KryptoGenex products and services, to Customers and Promoters only in the countries in which KryptoGenex is authorized to conduct business, according to the Policies and Procedures of each country. KryptoGenex Promoters may not sell products or services in any country where KryptoGenex products and services have not received applicable government authorization or approval.
- (b) A Promoter may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Promoters, nor conduct any other activity for the purpose of selling KryptoGenex products and services, establishing a sales organization, or promoting the KryptoGenex business opportunity.

## **16.0 KRYPTOGENEX GLOSSARY OF TERMS**

**ACTIVE PROMOTER:** A Promoter who is in good standing with respect to the Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

**AGREEMENT**: The contract between KryptoGenex and each KryptoGenex Promoter and Customer; includes the Krypto Promoter Agreement, the KryptoGenex Policies and Procedures, and the KryptoGenex Compensation Plan, all in their current form and as amended by KryptoGenex in its sole

discretion in accordance with the terms hereof. These documents are collectively referred to as the "Agreement."

**CANCEL**: The termination of a Promoter's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

**COMPENSATION PLAN**: The guidelines and referenced literature for describing how Promoters can generate commissions and bonuses.

**CUSTOMER**: A Customer who purchases KryptoGenex products and does not engage in building a business or retailing product.

**PROMOTER**: A Promoter who enrolls a Customer, Retailer, or another Promoter into the Company, and is listed as the Sponsor on the Krypto Promoter Agreement. The act of enrolling others and training them to become Promoters is called "Sponsoring."

**\*Note: Any reference to "personally enrolling/sponsoring" herein is simply descriptive of the method of building a community of Promoters, ie. personally enrolling other participants into the Plan. The phrase is not intended to imply any connection between the simple act of recruitment, sponsorship, or enrollment, and payment of compensation.**

**PROMOTER'S/ KRYPTO PROMOTER'S WALLET**: Is a secure site that manages Krypto Promoter's commissions.

**SPONSOR\***: A Promoter who enrolls a Customer, Retailer, or another Promoter into the Company, and is listed as the Sponsor on the Krypto Promoter Agreement. The act of enrolling others and training them to become Promoters is called "sponsoring."

**\*Note: Any reference to "personally enrolling/sponsoring" herein is simply descriptive of the method of building a community of Promoters, ie. personally enrolling other participants into the Plan. The phrase is not intended to imply any connection between the simple act of recruitment, sponsorship, or enrollment, and payment of compensation.**

**KRYPTO PROMOTER**: An individual or entity who actively promotes, markets and sells KryptoGenex products for profit and who actively seeks and recruits' others to do the same in accordance with the Agreement.

**LINE OF SPONSORSHIP (LOS)**: A report generated by KryptoGenex that provides critical data relating to the identities of Promoters, sales information, and enrollment activity of each Promoter's organization. This report contains confidential and trade secret information which is proprietary to KryptoGenex.

**ORGANIZATION**: The Customers and Promoter placed below a particular Promoter.

**OFFICIAL KRYPTOGENEX MATERIAL**: Literature, audio or video tapes, and/or any other materials developed, printed, published, or distributed by KryptoGenex to Promoter and Customers.

**RECRUIT**: For purposes of the Agreement, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any

other way, either directly, indirectly, or through a third party, another KryptoGenex Promoter or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

**UPLINE:** This term refers to the Promoter or Promoters above a particular KryptoGenex Promoter or Sponsor in a sponsorship line up to the Company. It is the line of sponsors that links any particular Promoter to the Company

# Kryptogenex Privacy Policy

## **PRIVACY POLICY**

KRYPTOGENEX LLC (“KRYPTOGENEX” or “we”) publishes this Privacy Policy to inform you of our practices concerning the collection and use of information you provide us through interactions with this website. This policy is not applicable to information gathered or provided to us by other methods or controlled by other agreements. The website(s) to which this policy applies is(are) the home page, and related pages, of KRYPTOGENEX ‘s website, operating under the URL [www.KRYPTOGENEX.com](http://www.KRYPTOGENEX.com). Such website(s) are collectively referred to in this Privacy Policy as “The Site.”

## **Our Commitment to Privacy**

To better protect your privacy, we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our homepage and at every point where personally identifiable information may be requested.

## **A Note to Non-US Users**

If you are located outside of the United States, please note that the information you provide to us will be transferred to the United States. By using this website, you consent to this transfer and the processing of your data (personal or otherwise) in accordance with this Privacy Policy. You also consent to the adjudication of any disputes arising in connection with this website in the federal and state courts of, and in accordance with the laws of, the state of Florida. The applicable laws in the United States regarding the processing of data (personal or otherwise) may be less stringent than the laws in your country.

## **A Note to California & Canadian Users**

California and Canadian users may have certain rights to know how their personal information may be shared with third parties who engage in direct marketing activities. This Privacy Policy explains our practices and how you can elect to opt-out of having your information shared for such purposes.



## **A Note to All Users**

By using this website, you consent to this transfer and the processing of your data (personal or otherwise) in accordance with this Privacy Policy. You also consent to the adjudication of any disputes arising in connection with The Site in the federal and state courts of, and in accordance with the laws of, the state of Nevada.

## **What is Personally Identifiable Information**

“Personally identifiable information” is information that can be used to identify you as an individual. Personally identifiable information includes your name, address, telephone number and any other information that is connected with you personally.

## **Information You Provide to Us**

On some pages of The Site, you may be able to subscribe, register as a user, order products, make requests, and ask to receive materials. When you subscribe, register, place an order, schedule a delivery, or otherwise transact business on The Site, we may collect personally identifiable information from you, such as your name, email address, address, country of residence, phone number, zip code and/or mail code; gender and age; credit card number, information, name, billing information, expiration date and security code; order number, reference number, billing contact and address, and delivery contact and address; other payment information; and subscriber or registration user name, number, login, password, password reminder questions, security questions and answers for returning users. If you provide us feedback or testimonials regarding The Site, products or service via The Site or email, we will collect your name, email address and other information you provide.

From time to time and if they are offered, you may be able to elect to participate in a variety of KRYPTOGENEX emails or e-letters (email services), ranging from daily news to specials. KRYPTOGENEX collects personal information in connection with the registration for and use of such services. If you wish to opt out of receiving such promotional emails, you should follow the directions to opt out on such emails or as provided through The Site.

## **Personal Information Collected via Technology**

To make The Site more useful to you, we may use technological means to collect personally identifiable information from you, including the Uniform Resource Locator (URL) you just came from, the URL you go to next, your browser type, and your Internet Protocol (IP) address. We also may use cookies or clear GIFs to collect personally identifiable information from you about your use of The Site or emails we send you. You expressly consent to our use of cookies and clear GIFs when you use The Site and services.

An “IP Address” is a number that is usually associated with the place from which you enter the Internet, like your Internet Service Provider, your company or your university. We may use your IP address to help diagnose problems with our servers, to gather broad demographic information, to administer The Site, and/or to analyze The Site’s flow.

“Cookies” are small amounts of data (often including a unique identifier), that are sent to your browser from a website’s computers and stored on your computer’s hard drive. The Site may use both session cookies, which expire once you close your web browser, and persistent cookies, which stay on your computer until you delete them, to provide you with a more personal and interactive experience on The Site. You often have the ability to accept or to decline cookies, typically through an option on your web browser. If you disable your cookies, however, you will not have access to certain features of The Site or portions of The Site may not function efficiently.

“Clear GIFs” are clear electronic images that are used to track your movements on The Site. They help us determine whether content on The Site is effective. We also use clear GIFs in certain types of emails (such as HTML-based emails) to let us know which emails have been opened and acted upon by recipients (including any persons to which the emails have been forwarded). Clear GIFs on our site collect a limited set of information including cookie number, time and date of a page view and a description of the page on which the clear GIF resides. This information helps us assess the effectiveness of certain communications and marketing campaigns.

We (or third-party service providers on our behalf) may also use cookies and Clear GIFs to collect aggregate information about web site users on an anonymous basis. We may share aggregate demographic and usage information with our prospective and actual business partners, advertisers and other third parties for any business purpose.

### **Use of Information**

We use the information you provide about yourself to provide Subscription(s), renewal(s) of the Subscription(s), services and/or ordered product to you. Such services and our use of information include the assessment of, communication concerning, billing and payment, and fulfillment of an order. We also use personally identifiable information to notify you about updates to our services, marketing initiatives, and to respond to your requests and inquiries. We also may use personally identifiable information to offer you other products, programs or services that we believe may be of interest to you, to send you newsletters and other marketing material concerning sale information, and to issue discount coupons. We use the information you provide to communicate with you, such as to notify you when we make changes to our registration or subscription agreement, to fulfill a request by you for a subscription or an online newsletter, or to contact you about your account, subscription or registration with us.

We use and may disclose to third parties the information that you provide also for the purpose of fulfilling drop shipments and warranty/repair issues, if applicable.

If you register with The Site, we may send you newsletters and emails that directly promote the use of The Site or the purchase of our products or services and may contain, in whole or in part, advertisements for third parties which relate to others with whom we do business.

We do not share your personally identifiable information with outside parties except to the extent necessary to provide services or ordered products to you or as stated in this Privacy Policy.

We use return email addresses to answer emails or web-based requests that we receive.

If you send a testimonial or comment to us, we may post it on The Site or use it in any advertising materials. We will attribute your testimonial to you by posting your name or some combination of your name and initials, if provided or ascertainable, on The Site or advertising materials.

We use the information you provide about someone else when placing an order to ship a product or service and to confirm delivery, if applicable. We do not share this information with outside parties except to the extent necessary to provide services or ordered product or service.

We use the information that you provide about others to enable us to send them your gifts or cards, if applicable. From time to time, we also may use this information to offer our products, programs, or services to them.

We may create anonymous data records from personally identifiable information by excluding information (such as your name) that makes the data personally identifiable to you. We use this anonymous data to perform statistical analysis of users' aggregate behavior so that we may enhance the content of our services and The Site and improve The Site's navigation. We reserve the right to disclose anonymous data to third parties in our discretion.

We use the non-personally identifiable information that we collect to improve the design and content of The Site and to enable us to augment your Internet experience. We also may use this information in the aggregate to analyze site usage, as well as to offer you products, programs, or services.

We may transfer information about you if we are acquired by or merged, in part or in whole, with another company.

We may transfer information about you if we are acquired by or merged, in part or in whole, with another company.

Agents and contractors of KRYPTOGENEX who have access to personally identifiable information are required to protect this information in a manner that is consistent with this Privacy Policy by, for example, not using the information for any purpose other than to carry out the services they are performing for KRYPTOGENEX.com.

Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot assure you that personally identifiable information that we collect will never be disclosed in a manner that is inconsistent with this Privacy Policy.

At some places on The Site, we may ask your permission to disclose personally identifiable information about you to companies whose practices are not covered by this Privacy Policy (e.g., other marketers, magazine

publishers, retailers, participatory databases and non-profit organizations) that want to market products or services to you. If at some point you grant us permission to transfer your information for these purposes and later decide that you want to opt out of such things and no longer want us to do so, simply send us an email at [info@KRYPTOGENEX.com](mailto:info@KRYPTOGENEX.com) and we will edit your preferences accordingly within our system. If a third party already has your data by the time we receive and process your opt out request, you will need to contact them as well as we cannot control their actions.

We may, on occasion, combine information we receive online with outside records to enhance our ability to market to you those products or services that may be of interest to you. When registering with The Site, we provide you with an opportunity to express your preferences with respect to receiving details about other products and services from KRYPTOGENEX.com and about products and services from selected third parties. If you ever decide in the future that you would like to update these preferences, you may do so by sending us an email at [info@KRYPTOGENEX.com](mailto:info@KRYPTOGENEX.com) and we will edit your preferences accordingly. Finally, we will not use or transfer personally identifiable information provided to us in ways unrelated to the ones described in this Privacy Policy without also providing you with an opportunity to opt out of these unrelated uses.

Except as otherwise stated in this Privacy Policy, we do not sell, trade, or rent to third parties the personally identifiable information collected from our services.

#### **Our Commitment to Data Security**

The Site takes precautions to protect your personally identifiable information. When you transmit credit card information, it is encrypted during transfer via SSL (Secure Socket Layer).

While our goal is to operate a 100% error-free and secure site, we do not guarantee that The Site is accurate, complete or free from unauthorized access. To help prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

To protect your privacy and security, we will take reasonable steps to help verify your identity before granting access or making corrections.

#### **Our Commitment to Children's Privacy**

The Site is not directed towards children, minors or anyone under the age of 18.

Please do not send us any information about anyone under the age of 18, like names, addresses or email addresses. In general, we do not knowingly collect personally identifiable information from those under 18. If, in limited circumstances, we do knowingly collect personally identifiable information from someone under the age of 18, we will do so only with verified parental consent prior to collection. In the event that we learn that we have collected any personal information from a child under the age of 18 without verification of parental consent, we will delete that information from our database as quickly as possible.

## **Breaches of Security**

We are not responsible for any breach of security caused by third parties or for any actions of any third parties that receive the information. We also may link to other websites or we may allow to be displayed on The Site advertisements of third parties. We are not responsible for such third party's privacy policies or how they treat information about their users.

## **Legal Subpoenas and Other Required Disclosures**

We may disclose personally identifiable information if we are required to do so by law, such as in response to a subpoena, or if we in good faith believe that such action is necessary to (1) comply with the law or with legal process; (2) protect and defend our rights and property; (3) protect against misuse or unauthorized use of The Site; or (4) protect the personal safety or property of our users or the public (among other things, this means that if you provide false information or attempt to pose as someone else, information about you may be disclosed as part of any investigation into your actions). We also may disclose such information in response to a law enforcement agency's request or where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of use, or as otherwise required by law.

## **Update/Change Your Data/Opt Out**

To update your email address or change your preferences please contact [support@KRYPTOGENEX.com](mailto:support@KRYPTOGENEX.com).

## **Changes to this Privacy Policy**

We reserve the right to modify the Terms & Conditions of Use, Privacy Policy or other disclaimers or legal terms at any time without giving you prior notice. Your use of The Site following any such modification constitutes your agreement to follow and be bound by such things as modified. For this reason, we encourage you to review the Terms & Conditions of Use, Privacy Policy and other terms whenever you use The Site.

## **Your California Privacy Rights**

Under a provision of California law, a California resident who has provided personal information to a business with whom he/she has established a business relationship for personal, family, or household purposes ("California customer") may be entitled to request information about whether the business has disclosed personal information to any third parties for the third parties' direct marketing purposes. Alternatively, the law provides that if the company has a privacy policy that gives either an opt-out or opt-in choice for use of your personal information by third parties for marketing purposes, the company may instead provide you with information on how to exercise your disclosure choice options.

To the extent an California resident using The Site for personal, family, or household purposes seeks information covered the law, The Site qualifies for the alternative option. As stated in our Privacy Policy, users of The Site may opt-out or opt-in to the use of your personal information by third parties. Therefore, we are not required to maintain or disclose a list of the third parties that received your personal information during the preceding year for marketing purposes. To prevent disclosure of your personal information for

use in direct marketing by a third party, do not opt-in to such use when you provide personal information on The Site. Please note that whenever you opt-in to receive future communications from a third party, your information will be subject to the third party's privacy policy. If you later decide that you do not want that third party to use your information, you will need to contact the third party directly, as we have no control over how third parties use information. You should always review the privacy policy of any party that collects your information to determine how that entity will handle your information.

California residents who utilize The Site for personal, family, or household purposes may request further information about our compliance with this law by emailing [info@KRYPTOGENEX.com](mailto:info@KRYPTOGENEX.com). You should put the statement "Your California Privacy Rights" in the subject field of your email. Please note that we are only required to respond to one request per customer each year, and we are not required to respond to requests made by means other than through this email address.

### **What Else Should I Know About My Privacy When Online?**

The Site may contain hyperlinks to other websites. The Site also may contain advertisements of third parties. We do not control and are not responsible for the privacy practices or the content of such third-party websites or advertisers, or even those third parties to whom we may disclose personally identifiable information (as provided above). We do not share any of the individual personal information you provide us with the websites to which we link, except as stated elsewhere within this Privacy Policy, although we may share aggregate data with such websites (such as how many people use The Site). Please check with those third-party sites to determine their privacy policy. When and if we embed third party content into a page of The Site, we will use reasonable efforts to ensure that it is evident or to advise our users that they have exited The Site and are entering a third-party controlled website. You should read and understand any privacy policy noted on all third-party websites that you visit.

Please keep in mind that whenever you voluntarily disclose personal information online -for example through email, discussion lists, or elsewhere -that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return.

Ultimately, you are solely responsible for determining whether you intend for your personal information to be confidential and for maintaining its confidentiality. Please be careful and responsible whenever you're online.

### **Terms & Conditions of Use of The Site**

The Terms & Conditions of Use of The Site, as well as the Disclaimer, are part of this Privacy Policy and are incorporated by reference herein

Should you have other questions or concerns about these privacy policies, please contact us through the contact information on our Contact Us page or send us an email at [corporate@KRYPTOGENEX.com](mailto:corporate@KRYPTOGENEX.com).

The Site is operated by: KRYPTOGENEX LLC

Last updated: July 20, 2017

Copyright © 20017 KRYPTOGENEX LLC. All rights reserved.

# Kryptogenex Disclaimer

SITE INFORMATION. "SITE INFORMATION" REFERS TO ALL INFORMATION ON THE SITE, INCLUDING WITHOUT LIMITATION, THE PLATFORM, AND ALL OTHER INFORMATION, STRATEGIES, COLUMNS, GUIDES, DOCUMENTATION, TRAINING, VIDEOS, SEMINARS, BLOGS, ARTICLES AND OTHER FEATURES OF THE SITE.

AT YOUR OWN RISK. YOUR USE OF THE SITE AND SITE INFORMATION IS ENTIRELY AT YOUR OWN RISK. ALL SITE INFORMATION (INCLUDING WITHOUT LIMITATION SUBSCRIPTIONS AND THE PUBLICATION) IS PROVIDED "AS IS," ON AN "AS AVAILABLE" BASIS, AND WITHOUT GUARANTEES OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. SITE INFORMATION SHOULD BE USED, AT YOUR OWN SOLE RISK AND WITHOUT RELIANCE, AS A STARTING POINT FOR DOING YOUR OWN INDEPENDENT RESEARCH IN ORDER TO ALLOW YOU TO FORM YOUR OWN OPINION REGARDING CRYPTOASSETS AND CRYPTOCURRENCIES. YOU ASSUME FULL RESPONSIBILITY FOR ANY AND ALL GAINS AND LOSSES, FINANCIAL, EMOTIONAL OR OTHERWISE, EXPERIENCED, REALIZED, SUFFERED OR INCURRED BY YOU.

NOT A GUARANTEE; NOT A RECOMMENDATION. KRYPTOGENEX LLC BELIEVES THAT THE SITE INFORMATION INCLUDES A UNIQUE SYSTEM OF CRYPTOASSETS AND CRYPTOCURRENCY ANALYSIS. ALL OF THE SITE INFORMATION IS BASED ON DATA AND SOURCED BELIEVED TO BE RELIABLE, BUT ACCURACY, TIMELINESS AND COMPLETENESS CANNOT BE GUARANTEED. THE SITE AND SITE INFORMATION IS FOR INFORMATIONAL, EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. NOTHING ON THE SITE AND NO SITE INFORMATION IS A RECOMMENDATION, ADVICE OR SOLICITATION TO BUY, SELL OR HOLD CRYPTOASSETS AND/OR CRYPTOCURRENCIES, OTHER INVESTMENTS, OR FINANCIAL INSTRUMENTS. YOU SHOULD NOT CONSTRUE ANY SITE INFORMATION AS LEGAL, TAX, INVESTMENT, FINANCIAL OR OTHER ADVICE. KRYPTOGENEX LLC, ITS OWNER(S), AND ITS REPRESENTATIVES ARE NOT MAKING ANY RECOMMENDATIONS TO BUY AND/OR TO SELL ANY STOCKS, SECURITIES, BONDS, FUTURES OR OTHER INVESTMENTS OR FINANCIAL INSTRUMENTS. KRYPTOGENEX LLC, ITS OWNER(S), STRATEGIC ADVISORS, AND ITS REPRESENTATIVES ARE NOT BROKERS OR DEALERS.

PAST, MODELED OR SIMULATED PERFORMANCE. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE RESULTS. HYPOTHETICAL, MODELED OR SIMULATED PERFORMANCE RESULTS HAVE INHERENT LIMITATIONS, AND DO NOT REPRESENT ACTUAL CRYPTOCURRENCY TRADING. YOU SHOULD NOT ASSUME THAT FUTURE ACTIVITY WILL ACHIEVE THE SAME OR SIMILAR RESULTS AS OR BE INDICATED BY PAST RESULTS OR HYPOTHETICAL, MODELED OR SIMULATED PERFORMANCE RESULTS.

KRYPTOGENEX LLC IS NOT AN INVESTMENT ADVISER, BROKER DEALER OR SIMILAR PROFESSIONAL. KRYPTOGENEX LLC, ITS OWNER(S), STRATEGIC PARTNERS, AND ITS REPRESENTATIVES ARE NOT AUTHORIZED, TRAINED OR PERMITTED TO PROVIDE CRYPTOASSET OR CRYPTOCURRENCY INVESTMENT OR TRADING ADVICE OR TO SOLICIT ORDERS. THEY ARE NOT INVESTMENT ADVISORS, COMMODITY TRADING ADVISORS, BROKERS, DEALERS, BROKER DEALERS, SIMILAR ADVISORS, YOUR REPRESENTATIVES OR YOUR FIDUCIARIES. KRYPTOGENEX LLC, ITS OWNER(S), AND ITS REPRESENTATIVES ARE NOT RESPONSIBLE FOR ANY ACTIONS TAKEN AS A RESULT OF ANY INFORMATION, INVESTMENT OR TRADING INFORMATION OR ADVICE PROVIDED THROUGH THE SITE OR BY KRYPTOGENEX LLC, ITS OWNER(S) OR ITS REPRESENTATIVES, WHETHER THE COMMUNICATION IS PROVIDED THROUGH THE SITE, SITE INFORMATION, BLOG(S), EMAIL(S), TELEPHONE CALL(S) OR OTHERWISE; AND ANY SUCH INFORMATION OR ADVICE RECEIVED BY YOU SHOULD NOT BE RELIED UPON OR CONSIDERED ACCURATE FOR ANY REASON.

CRYPTOASSET AND CRYPTOCURRENCY TRADING HAS RISKS. YOU UNDERSTAND AND AGREE THAT THERE IS A VERY HIGH DEGREE OF RISK INVOLVED IN TRADING CRYPTOASSETS AND CRYPTOCURRENCIES OR OTHER INVESTMENTS OR FINANCIAL INSTRUMENTS. YOU ALSO AGREE THAT THERE ARE RISKS INVOLVED IN DESIGNING, EVALUATING AND IMPLEMENTING COMPUTERIZED CRYPTOCURRENCY TRADING SYSTEMS, TRADING SYSTEMS, CRYPTO ASSETS STRATEGIES AND CRYPTOCURRENY PURCHASING. YOU AGREE THAT FUTURE RESULTS MAY NOT BE PROFITABLE OR EQUAL TO PAST PERFORMANCE, REAL, INDICATED OR IMPLIED. YOU SHOULD NOT TRADE UNLESS YOU ARE WILLING TO TAKE THE CHANCE THAT YOU WILL LOSE ALL OF YOUR INVESTMENT. DEPENDING UPON THE NATURE OF THE TRADING IN WHICH YOU MAY ENGAGE, YOU COULD LOSE MORE THAN YOUR INITIAL CRYPTOASSETS AND/OR CRYPTOCURRENCIES.

KRYPTOGENEX LLC ASSUMES NO RESPONSIBILITY FOR YOUR CRYPTO TRADING. KRYPTOGENEX LLC ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY CRYPTO TRADING IN WHICH YOU MAY CHOOSE TO ENGAGE OR FOR FINANCIAL RESULTS YOU MAY REALIZE. THE SITE AND SITE INFORMATION IS STANDARDIZED, IS NOT EXHAUSTIVE, IS NOT PERSONALIZED, IS NOT BASED UPON AND IS NOT CUSTOMIZED TO YOUR NEEDS, SITUATION, GOALS OR OBJECTIVES.



YOU ASSUME ALL RESPONSIBILITY. YOU ALONE ASSUME SOLE RESPONSIBILITY FOR ANY INVESTMENT DECISIONS YOU MAKE, WHETHER OR NOT YOU BELIEVE THEY ARE BASED, IN PART OR IN WHOLE, ON THE SITE OR SITE INFORMATION. KRYPTOGENEX LLC, ITS OWNER(S), EMPLOYEE(S), AGENT(S) AND REPRESENTATIVE(S) ARE NOT RESPONSIBLE FOR ANY LOSSES OR GAINS YOU MAY INCUR, AND YOU AGREE NOT TO CLAIM OR HOLD KRYPTOGENEX LLC, ITS OWNER(S), EMPLOYEE(S), AGENT(S) AND REPRESENTATIVE(S), RESPONSIBLE OR LIABLE FOR ANY DAMAGES ARISING FROM ANY DECISION, LACK OF DECISION, INTERRUPTION IN OR INTERCEPTION OF SERVICE, OR OTHER ACTION YOU TAKE OR MAKE BASED, IN PART OR ON WHOLE, ON THE SITE OR SITE INFORMATION.

DISCLAIMER OF WARRANTIES. YOUR USE OF THE SITE AND SITE INFORMATION IS AT YOUR OWN RISK. THE SITE AND ALL SITE INFORMATION ARE PROVIDED "AS IS," ON AN "AS AVAILABLE" BASIS, AND WITHOUT GUARANTEES OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE SITE OR SITE INFORMATION, AND KRYPTOGENEX LLC IS NOT RESPONSIBLE FOR SUCH THINGS. KRYPTOGENEX LLC IS NOT RESPONSIBLE FOR THE AVAILABILITY OR CONTENT OF OTHER SITES THAT MAY BE LINKED TO THE SITE. KRYPTOGENEX LLC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, SUITABILITY, NON-INFRINGEMENT, AND CONDITION. KRYPTOGENEX LLC DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED, THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, THAT DEFECTS WILL BE CORRECTED, THAT NO VIRUSES WILL BE TRANSMITTED ON THE SITE, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. KRYPTOGENEX LLC DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SITE OR SITE INFORMATION IN TERMS OF ACCURACY, RELIABILITY, TIMELINESS, OR OTHERWISE. KRYPTOGENEX LLC DOES NOT WARRANT OR MAKE ANY REPRESENTATION THAT INFORMATION COMMUNICATED TO YOU WILL NOT BE LOST OR INTERCEPTED. THE SITE AND SITE INFORMATION MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND KRYPTOGENEX LLC MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT KRYPTOGENEX LLC, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE SITE OR SITE INFORMATION. KRYPTOGENEX LLC MAKES NO WARRANTIES THAT YOUR USE OF THE SITE OR SITE INFORMATION WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH THINGS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL, ELECTRONIC OR WRITTEN, OBTAINED BY YOU FROM KRYPTOGENEX LLC THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE OR SITE INFORMATION, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

Date of Publishing. All Site Information, whether historical in nature or forward-looking, speaks only as of the date Site Information is published on The Site and is subject to change without notice; and KRYPTOGENEX LLC does not undertake any obligation to update such Site Information after it is posted or to remove such Site Information if it is not, or is no longer, accurate or complete. Quoted prices of cyproassets and/or cryptocurrencies, and other financial investments or instruments are not updated to the minute, rather they are subject to a delay, depend upon market fluctuations, are based upon the latest quotes received from third-party providers, and/or may represent a price as of the last preceding day of trading, although KRYPTOGENEX LLC cannot guarantee the accuracy of the quoted information that is provided by third party service provider(s). Before trading, buying or selling any stock or investment, you should consult a qualified broker or other financial professional to assess or verify pricing and other information.

Your Requirements. It shall be your own responsibility to ensure that any Subscriptions, products, services or information available through The Site meet your specific requirements.

Corrections. KRYPTOGENEX LLC reserves the right, but assumes no obligation, to correct any errors or omissions on The Site. Although KRYPTOGENEX LLC intends to take reasonable steps to prevent the introduction of viruses, worms, "Trojan horses" or other destructive materials to The Site, KRYPTOGENEX LLC does not guarantee or warrant that The Site or materials that may be downloaded from The Site do not contain such destructive features. KRYPTOGENEX LLC is not liable for any damages or harm attributable to such features. You should not rely on The Site, and if you do rely on The Site, you do so solely at your own risk.

LIMITATION OF LIABILITY. IN NO EVENT SHALL KRYPTOGENEX LLC, ITS SUBSIDIARIES, AFFILIATES, OWNER(S), LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING FROM, ALLEGEDLY SUSTAINED ARISING OUT OF, OR DIRECTLY OR INDIRECTLY RELATED TO YOUR USE OF, THE USE OF, RELIANCE UPON, THE INABILITY TO USE OR INTERRUPTION IN USE OF ANY OF THE SITE, SITE INFORMATION, SUBSCRIPTION, PUBLICATION, OR ANY MATERIALS AND/OR SERVICES ALLEGED TO HAVE BEEN OBTAINED FROM THE SITE, OR INFORMATION AVAILABLE ON THE SITE, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, REPLACEMENT COSTS, ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF KRYPTOGENEX LLC OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL TYPES OF CLAIMS, INCLUDING TORT, CONTRACT AND OTHER CLAIMS, AND INCLUDES CLAIMS OF NEGLIGENCE, INTENTIONAL CONDUCT, AND RELIANCE. IN NO EVENT SHALL ANY LIABILITY TO KRYPTOGENEX LLC EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY YOU WITHIN SUBSCRIPTION

TERM IN WHICH THE ALLEGED EVENT ALLEGEDLY GIVING RISE TO LIABILITY OCCURRED. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN SOME CIRCUMSTANCES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS IN PARTICULAR CIRCUMSTANCES. YOU HEREBY AGREE TO RELEASE KRYPTOGENEX LLC, KRYPTOGENEX LLC'S AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OWNERS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIM WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WITHOUT LIMITING THE FOREGOING OR THAT WHICH APPEARS BELOW, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING FROM, ALLEGEDLY SUSTAINED ARISING OUT OF, OR DIRECTLY OR INDIRECTLY RELATED TO ILLEGAL CONDUCT BY YOU OR TO CONDUCT BY YOU IN VIOLATION OF THESE TERMS & CONDITIONS; AND YOU AGREE TO RELEASE US FOR ALL CLAIMS ARISING FROM OR RELATED IN ANY WAY TO ANY ILLEGAL CONDUCT BY YOU OR TO CONDUCT BY YOU IN VIOLATION OF THESE TERMS & CONDITIONS; AND YOU AGREE TO INDEMNIFY AND DEFEND US AS SET FORTH BELOW.

Indemnity. You agree to indemnify and hold KRYPTOGENEX LLC, its owner(s), employees, representatives, affiliates, licensors, content providers, and service providers, and all of their employees, agents, officers, managers, directors, owners, shareholders, agents, and contractors (the "Indemnified Parties") harmless from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms & Conditions by you or done at your direction or request or from any illegal conduct by you, including without limitation any use of The Site or any Content other than as expressly authorized in these Terms & Conditions. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from The Site. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms & Conditions. In such event, you shall provide us with such cooperation as is reasonably requested by us and reimburse us all defense costs, including reasonable attorneys' fees.

Holdings. KRYPTOGENEX LLC, its owner(s), employees, representatives, or agents may have positions in and from time to time make purchases or sales of stocks, securities, bonds, futures, funds, investments or financial instruments discussed or mentioned on The Site or in the Publication

