

Valid until: 31 December 2017

 **trade.Berry** | **REBATE PLAN TERMS
AND CONDITIONS**

REBATE PLAN TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The Site is owned by R Capital Solutions Ltd (the "Company"), a financial services company incorporated according to the laws of the Republic of Cyprus, Registration number 329922, having its registered office at 3 Markou Botsari Street, 2nd & 3rd floor, 3040, Limassol, Cyprus. The Company operates under license number 246/14 issued in Cyprus by Cyprus Securities and Exchange Commission whose offices are located at 27 Diagorou Str. Nicosia, Cyprus (the "CySEC").
- 1.2. The present Terms and Conditions (hereby referred to as "the Terms") govern all actions in respect of the Rebate Plan Promotional Offer, (hereby referred to as "RB Plan"), whereby Eligible Clients of the Company operating under the brand name of trade.Berry (www.tradeberry.com) will be rewarded in accordance the Terms set out in this RB Plan.
- 1.3. These Terms should be carefully read in conjunction with the Terms and Conditions/ Service Agreement of the Company prior to agreeing to the RB Plan. By accepting these Terms you unconditionally acknowledge that you have read, understood and intend to be legally bound by these Terms as well as the general terms and conditions that apply to your trading account as those can be found on the Company's Site, www.tradeberry.com.
- 1.4. Words and Terms not specifically defined in this RB Plan and in the attached Glossary, shall have the same meaning as in the general Terms and Conditions.

2. ELIGIBILITY CRITERIA

- 2.1. The RP Plan is available only to the following Clients:
 - Clients who have accepted the Terms and Conditions of the Company;

- Clients who have successfully completed the due diligence procedures of the Company and provided all required documentation and/or information;
- Clients who have passed the appropriateness test and/or suitability test (as applicable);
- Clients who have deposited in their trading account with the Company at least \$500 or €500.

Clients who collectively satisfy all of the above criteria will be referred to as “Eligible Clients”.

2.2. The RB Plan is only available on the trade.Berry platform.

3. THE PLAN

- 3.1. Eligible Clients upon accepting these Terms will be redirected to www.tradeberry.com where they will login with their designated credentials.
- 3.2. You can then access the NetBerry section on the trade.Berry Platform in order to send an email and/or electronic invitation.
- 3.3. Invitations can be forwarded by email exclusively from the trade.Berry platform.
- 3.4. Individuals introduced by You, who have successfully become Clients of the Company (“Clients through Introduction”) will appear in the NetBerry section of your account.
- 3.5. From your NetBerry section you will be able to access information on Clients through Introduction in accordance with the Terms and Conditions, including generated eligible spread in the period and your Downline’s total generated eligible spread.
- 3.6. Eligible Clients will be assessed and/or evaluated by the Company, in accordance with information collected from Clients through Introduction, on a monthly basis, gathered from a survey which will be provided by the Company to the Clients through Introduction, at their terminal, after logging in in the Trading Platform

(hereinafter the "Survey"). The completion of the Survey by the Clients through Introduction will provide the Company with the overall monthly results of each Eligible Client which will be given in the form of a percentage (%) (hereinafter referred to as the "Results"). The percentage number of the Results will determine the remuneration of Eligible Clients as described herein below under Clause 4.1. If the Eligible Clients score an overall monthly result below 50% on the Survey, the Company will inform such Eligible Client of their respective results and will caution them that repetition of the same and/or similar scoring result(s) entail the risk of terminating the Client Agreement upon the Company's absolute discretion.

- 3.7. The purpose of the monthly evaluations of the Eligible Clients through the Survey is to ensure the fair, clear, true and not misleading provision of information by the Eligible Clients to the Clients through Introduction and to promote the general ethical conduct of the Introducers towards the Clients as per the conditions of the Terms.

4. THE REMUNERATION

- 4.1. The purpose of the RB Plan is that the Company will offer to eligible Clients within the RB Plan (the "Member" as defined in the Glossary) the opportunity to receive commissions calculated on the basis of a percentage on the volume of eligible spreads generated by the Clients and/or Members and Member's Downline, introduced to the Company by the said Member (the "Downline" as defined in the Glossary) but not the Members own eligible spread (hereinafter referred to as the "Generated Commission"). It is defined as Eligible Spread the spread generated from an outright (not hedged) trading position closed after more than 5 minutes from the opening time. The Generated Commission will be paid by the Company to the Eligible Client after discounting linearly the amount of the Generated Commission in accordance and on the basis of the percentage of the Results of the Eligible Clients (for example if the Result of the Eligible Client's is 70% from all Surveys completed by Clients through Introduction then the Eligible Client shall accordingly receive 70% on the Generated Commission).
- 4.2. The RB Plan is divided into three Levels through which the Member can advance and acquire different Career Titles and be entitled to different commissions as follows:

1. Member Role
 - i. Member 1 Star
 - ii. Member 2 Stars
 - iii. Member 3 Stars
2. Associate Role
 - i. Associate 1 Star
 - ii. Associate 2 Stars
 - iii. Associate 3 Stars
3. Partner Role
 - i. Partner 1 Star
 - ii. Partner 2 Stars
 - iii. Partner 3 Stars

- 4.3. Depending on the Level and/or Paid-as Title, Members will receive the following commissions for each period (as defined in the Glossary a period coincides with a Calendar month):
 - i. Client Sales Commissions
 - ii. Level 2-5 Commissions
 - iii. Quarterly Leadership Pool
 - iv. Generation Commissions

- 4.4. Commissions will be credited directly into the Member's Trading account with the Company not later than the 10th calendar day after the end of each month.

- 4.5. The Member can use the commission to either withdraw the funds in accordance with Paragraph 5.2. below or to trade, in which case the amount invested and any resulting profits or losses will be credited or debited to the Member's Trading account.

- 4.6. You can additionally find an explanatory brochure for every different Level and Commissions [here](#). You can also address any questions for clarifications at the following email address at: support@tradeberry.com.

5. WITHDRAWALS

- 5.1. You can see the received commission in your trading account balance.
- 5.2. Withdrawals will be effected in accordance with Paragraph 38 of the Service Agreement.

6. OBLIGATIONS UNDER THE RB PLAN

- 6.1. The Members are obliged to comply with the following:
- i. They will contact potential clients or existing Members to invite them to join the trade.Berry exclusively by email through the trade.Berry Platform, in the NetBerry section of their account;
 - ii. When contacting potential clients or existing Members, they will only use the promotional material that can be found on www.tradeberry.com, in an "as is" form with no alterations whatsoever;
 - iii. To follow the updates under section NetBerry regularly where information about the RB Plan will be regularly uploaded;
 - iv. To submit a report at www.tradeberry.com ("Report a Scam"), in case a Member identifies any other Member acting in a way contrary to this Agreement.
- 6.2. Any one of the following actions by the Members constitutes an Event of Default which will result in an immediate termination of the Members' trade.Berry account:
- i. Member is using inappropriate means to attract new members/clients under the RB Plan, including but not limited to operating of a call center facility and performance of cold calling practices;
 - ii. Member is providing to new members/clients any form of warranty and/or representation that is untrue, not clear or misleading;

- iii. Member is providing to new members/clients any advice as to trading activity;
- iv. Member offers makes any kind of recommendation or offers any kind of investment and/or ancillary service as this is defined in the MiFID and the Law, or appears to new members/clients as legal representative of the Company;
- v. A well-founded complaint is received by the Company from a Client introduced by the Member or from any other competent authority, against the said Member, in relation to any of the points of this Paragraph 6.2.;
- vi. Member engages in Stacking practices, regarding the placement of the accounts in the genealogy of the RB Plan (Stacking in defined in the Glossary);
- vii. Member offers technical support, education or market education on behalf of trade.Berry;
- viii. Member is actively advertising trade.Berry as a brand or its services, outside the scope of this Agreement which is restricted to the invitation sent through the NetBerry Section.

6.3. The Eligible Client is obliged to comply with the following:

- i. Mention to the Clients through Introduction that he will be numerically rewarded based on the trading activity of such Clients through Introduction.
- ii. Mention to the Clients through Introduction that CFDs are high risk financial instruments which may not be suitable for everyone;
- iii. Direct the Clients through Introduction as to where they can find trade.Berry's Terms and Conditions and all other relevant policies.

6.4. The Eligible Client agrees and understands that during his contact with the Company's clients and/or Clients through Introduction, he shall maintain an ethical conduct at all times, which means, amongst others, that the Eligible Clients warrants and guarantees that he will not do the following:

- i. present himself as a representative of the Company;
- ii. present himself as professional/certified advisor and/or portfolio manager;
- iii. guarantee profits from trading;

- iv. offer to trade on behalf of the Company's Clients and/or Clients through Introduction and/or offer money management services to the Company's Clients and/or Clients through Introduction and/or or provide investment advise or trading signals to the Company's Clients and/or Clients through Introduction;
- v. exercise any kind of pressure to the Clients through Introduction to open a trading account and/or deposit money with trade.Berry and/or the Company.

7. ASSESSMENT AND MONITORING

- 7.1. You agree and understand that the Company will be monitoring and recording all of the actions performed by You under the RB Plan and all such actions will be assessed by the Company on a monthly basis in order to:
- i. Calculate your commissions;
 - ii. Establish whether an Event of Default occurs;
 - iii. Establish whether You consistently comply with your obligations under this RB Plan;
 - iv. Establish if You qualify for a Demotion Policy;
 - v. Establish if You qualify for a Cancellation Policy;
 - vi. Establish if You qualify for a Reinstatement Policy.
- 7.2. You can access your status and know your assessment on the above at all times in the NetBerry Section of your account.

8. TERMINATION

- 8.1. You can choose to terminate your participation at the RB Plan at any time, by giving a five (5) business days' notice. In such case the provisions of Paragraph 19 of your Services Agreement as it can be amended from time to time, will apply Mutatis mutandis. The termination of the participation in the RB Plan will not affect the existence of your Trading Account.

- 8.2. Further to the provisions of Paragraph 6.2. above and the occurrence of an Event of Default, your trade.Berry account will be immediately and without prior Written Notice terminated, and the Company will have the right to perform any or all of the actions of Paragraph 8.1. above.
- 8.3. The termination following the occurrence of an Event of Default will result in the permanent banning of the Member from the RB Plan.
- 8.4. The Company has the right to terminate the Eligible Client's Client Agreement immediately and without notice if the Company scores a 0% on his Results from the Survey.
- 8.5. The termination of the trade.Berry account, for whatever reason, will result under certain conditions for the said Member's downline and clients to be compressed to the next upline Member who is in good standing, in accordance with the Compression Policy found in the Glossary of terms.

9. MISCELLANEOUS

- 9.1. AMENDMENTS: These Terms may be amended by the Company at any time giving to the Client at least five Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice. You acknowledge that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately.
- 9.2. TRANSFERABILITY: The rights and obligations of the Member under these Terms are not transferable. Rights and obligations of the Member under these Terms are only transferrable to the legal heirs of a deceased Member, subject to the Company being provided with an official proof of the legal rights of the heir(s) after finalization of any administrative proceedings from the competent jurisdictions, following the Member's death.
- 9.3. All Terms and Conditions of this RP Plan are essential and binding. IT IS REMINDED THAT THESE TERMS SHOULD BE READ IN CONJUNCTION WITH THE COMPANY'S SERVICES AGREEMENT AND WHERE NO SPECIFIC PROVISION IS

MADE UNDER THESE TERMS THE PROVISIONS OF THE SERVICES AGREEMENT
WILL APPLY MUTATIS MUTANDIS.

- 9.4. All Terms of this RB Plan shall be governed by the laws and regulations of the Republic of Cyprus.
- 9.5. Any disputes arising out or in connection with the present RB Plan shall be exclusively settled by the Courts of the Republic of Cyprus.

MEMBER ROLE

trade.Berry Rebate Plan	Enrolled Member	Qualified Member	Member 1 Star	Member 2 Stars	Member 3 Stars
Title Abbreviations	EM	AM	M1S	M2S	M3S
To Qualify and Maintain *to receive downline commissions (except CSC), the Member must be Active (\$500 CCV)	Submit an application	1 Eligible Client	\$500 CCV 1 Active Line	\$1,000 CCV 2 Active Lines	\$1,500 CCV 2 Active Lines \$5,000 DV
Max Line DV					\$2,500

CLIENT SALES COMMISSIONS (CSC)

Eligible spread per account per period	% of Eligible spread
0 USD - 299 USD	35%
300 USD - 999 USD	37%
1,000 USD - 2,999 USD	40%
At least 3,000 USD	50%

LEVEL COMMISSIONS (MEMBER)

Paid-As Title for the period	AM	M1S	M2S	M3S
Level 1	CSC	CSC	CSC	CSC
Level 2		2%	3%	4%
Level 3				1%

ASSOCIATE ROLE

trade.Berry Rebate Plan	Associate 1 Star	Associate 2 Stars	Associate 3 Stars
Title Abbreviations	A1S	A2S	A3S
To Qualify and Maintain *to receive downline commissions (except CSC), the Member must be Active (\$500 CCV)	\$2,250 CCV 3 Active Lines \$10,000 DV	\$3,000 CCV 3 Active Lines \$17,500 DV	\$4,000 CCV 4 Active Lines \$25,000 DV
Max Line DV	\$5,000	\$8,750	\$12,500

LEVEL COMMISSIONS (ASSOCIATE)

Paid-As Title for the period	A1S	A2S	A3S or higher
Level 1	CSC	CSC	CSC
Level 2	5%	6%	7%
Level 3	2%	3%	4%
Level 4		1%	2%
Level 5			1%
Quarterly Leadership Pool			1 share (A3S)

PARTNER ROLE

trade.Berry Rebate Plan	Partner 1 Star	Partner 2 Stars	Partner 3 Stars
Title Abbreviations	P1S	P2S	P3S
To Qualify and Maintain, all Partner titles must meet the minimum A3S requirements plus those listed here.	\$5,000 CCV 4 Active Lines (1 A3S Line) \$60,000 DV	\$5,000 CCV 4 Active Lines (2 A3S Lines) \$120,000 DV	\$5,000 CCV 4 Active Lines (2 A3S Lines) (+1 P1S Line) \$300,000 DV
Max Line DV	\$30,000	\$60,000	\$150,000
Qualified Line Count	1 Qualified Line 1 A3S Line	2 Different Qualified Lines 2 A3S Lines	3 Different Qualified Lines 2 A3S Lines + 1 P1S Line

GENERATION OVERRIDES AND QUARTERLY LEADERSHIP POOL

Title Abbreviations	P1S	P2S	P3S
Generation 1	2%	2%	2%
Generation 2		2%	2%
Generation 3			2%
Quarterly Leadership Pool	2 shares	3 shares	4 shares

GLOSSARY OF TERMS

Active A Member must maintain at least \$500 Client Contribution Volume (CCV) to be considered Active for a period. If a Member is not active in a period, they receive no commissions in that period from their downline, except for the Client Sales Commissions (provided they are paid-as a Qualified Member or higher). A Member's client purchases will accrue to the Member's CCV and count toward their Active status.

Active Line Any first level Member and their entire downline where at least one person is considered to be Active.

Cancellation Policy Members must have a minimum of \$1,500 CCV in a 12-month period in order to remain a Member and keep their downline. If they fail to meet this requirement in any 12-month period, they will be canceled which causes them to be removed from the company downline organization. Their downline and clients will be compressed to the next upline Member who is suitable to receive them according to our compression policy.

Career Title A Member's Career Title is their recognition title or the highest title they have achieved. A Member's Career Title does not change unless they are promoted or demoted (see Demotion Policy), unlike a Paid-as Title, which may vary from period to period.

For example, Joanna met the requirements to promote to the title of Associate 3 Stars in June. Her Career Title is now Associate 3 Stars and will remain so until she promotes to a higher title or she is permanently demoted (see Demotion Policy). Her paid-as title is also Associate 3 Stars for June. Let us assume that in July, she is again paid-as an Associate 3 Stars. Her Career Title and Paid-as Title are the same. In August, she is paid-as a Member 3 Stars. Her Career Title remains as an Associate 3 Stars but her Paid-as Title for August is Member 3 Stars.

Client

A Client is considered to be on the "Level 1" of the Member that is their sponsor in the Placement Genealogy. However, clients are not allowed to sponsor (i.e. to have a downline) and do not receive commissions.

If a Member with clients is canceled, their clients will be compressed up to that individual's sponsor (must be a member) who may then earn commissions on them based on the rules of the commissions (the clients would be a Level 1 to that up-line of the canceled member).

Client Contribution Volume(CCV)

The total Qualifying Volume (QV) from closed positions generated by a Member's Level 1 clients and members in a period. This does not include any QV from orders placed directly by the Member themselves or from the clients of the Level 1 members. The calculation of CCV starts in each period from 0.

**Client Sales
Commissions**

In each period, Qualified Members and higher will receive a Client Sales Commission on the eligible spread generated by closed positions from their Level 1 clients and members (a member's clients are considered to be on their level 1 in the genealogy). This commission does not pay a Member on the eligible spread from their own personal closed positions. A Member is not required to be Active in order to receive this commission.

The amount of the commission is calculated on a per Client/Member basis with the percentage being based on the total eligible spread from that Client or Member in the reference period. This means that a Member may receive a variety of percentages in the same period. Please refer to the Client Sales Commission table for specific volume requirements.

Example: Dan is a Member and has generated \$10,000 eligible spread himself and has three clients and two level 1 members that each have generated eligible spread in the same period.

Dan will not receive a Client Sales Commission (or any other commission) on his own closed positions generated eligible spread but will receive the Client Sales Commission on the closed positions of Level 1 clients and members. Client 1 had a total of \$5,000 eligible spread (generated from its closed positions in the related period), Client 2 had a total of \$500 eligible spread, and Client 3 had a total of \$2,800 eligible spread. Member 1 had a total of \$7,000 eligible spread and Member 2 had a total of \$1,200 eligible spread. Dan will receive a Client Sales Commission of 50% on the eligible spread generated by Client 1, 37% on the eligible spread generated by Client 2, and 40% on the eligible spread generated by Client 3. He will also receive 50% on the eligible spread generated by Member 1 and 40% on the

Closed Positions

Closed positions are trades that are closed in a period and generate a eligible spread on which commissions may be paid on.

**Commissionable
Volume (CV)**

Each inventory item has both a Qualifying Volume (QV) and Commissionable Volume (CV) assigned to it. Commissionable Volume (CV) is the volume on which commissions are paid. In this rebate plan, the Commissionable Volume in a period will be 100% of the transaction eligible spread in that period.

All Commissionable Transactions are calculated in USD and the respective earnings will then be converted to a Member's account currency.

**Compression
(General)**

When a Member is canceled and no longer part of the Rebate Plan, their downline is compressed to their upline filling the gap left by the canceled Member, as long as the special compression case presented below is not involved.

For example, Sarah had three lines: Joseph, Emma, and John. Sarah failed to meet the requirements to maintain her status as a Member and was therefore canceled. Because Sarah was canceled, Joseph, Emma, and John, and their respective downlines, were compressed up to Sarah's upline, Harry. Joseph, Emma, and John are now each considered lines to Harry (i.e. they now reside on his first level).

**Compression
(Partner 1 Star and
higher)**

If a Member that was paid-as an P1S or higher in the last four periods is canceled (whether voluntarily or involuntarily), their downline will only be compressed up under the following conditions:

If their Personal Sponsor has been paid-as an P1S or higher at least once in the last four periods, then the downline will immediately be compressed up. If their Personal Sponsor has not been paid-as an P1S or higher at least once in the last four periods, then they will be given the following six periods to be paid-as an P1S or higher at least twice. If the Member promotes to P1S in the last of the six month period, then they will be given the following period to qualify as an P1S again (to meet the 2 periods of being paid-as P1S or higher). If the Personal Sponsor qualifies under these conditions, then the downline of the canceled Member will be compressed up upon the completion of the qualifications. If the Personal Sponsor does not qualify under these conditions, then the position of the canceled Member will remain permanently vacant.

Currency	Volumes and payouts are expressed in USD(\$). The primary currency used for this plan will be USD and other currencies will be converted into the equivalent USD.
Demotion Policy	<p>Associate 3 Stars and higher must be paid-as their Career title at least once every 12 periods in order to keep their Career Title. If a Member is not paid-as their Career Title at least once within 12 consecutive periods their Career Title will be demoted to their Paid-As title in the 12th period. There are no demotions for titles lower than Associate 3 Stars but an A3S or higher may be demoted to a title that is lower than A3S. Title demotions will occur in the 12th consecutive period of failure to qualify.</p> <p>For example, if you qualify for your title in June, you will keep your Career Title until June of next year (because the 12 periods would start again in July). If, prior to June of next year, you qualify again in May, you will keep your title until May of next year.</p>
Downline	All of the people below you are considered to be part of your downline.
Downline Volume (DV)	<p>The total Qualifying Volume (QV) from a Member's downline in a period. This starts with a Member's Level 1 and includes all Member's and Clients from that Level 1 and below, all the way down. DV does not include a Member's own personal eligible spread(s). The calculation of DV starts in each period from 0.</p> <p>A maximum DV contribution from the eligible spreads from any one Line is in effect for title requirements, which means that no more than a specific amount of DV may come from any one line (please refer to the Max Line DV row in the Career Path tables above). For example, for a DV requirement of 5,000, no more than 2,500 from any individual line will be counted.</p>

Eligible Client	Clients who have accepted the Service Agreement of the Company, AND Clients who have successfully completed the due diligence procedures of the Company and provided all required documentation and/or information, AND Clients who have passed the appropriateness test and/or suitability test (as applicable) , AND An Eligible Client should have a minimum initial deposit of 500USD or 500EUR. [CE1] RP Plan is available only to the Eligible Clients.
Eligible Spread	The spread generated from an outright (not hedged) trading position closed after more than 5 minutes from the opening time.
Enrolled Member	An Enrolled Member is the initial Member title and is a Member that has not met the requirements to become a "Qualified Member" but is already considered an Eligible Client. While an Enrolled Member, they will be able to enroll other Clients as well as enroll other Members but will not receive any commissions until they become a Qualified Member.
Enroller	The person who introduces an individual to the company is considered to be the "Enroller" or "Personal Sponsor".
Generation	<p>A generation starts with a downline A3S or higher (based on Career Title) and includes all of the members (and their clients) below them from all the chains of sponsorship that are connected to the related A3S or higher (Career Title), down to but not including the next A3S (based on Career Title) in each chain, which would be the start of the next Generation. The location of the next A3S or higher will vary from chain of sponsor to chain of sponsorship meaning that there may be multiple A3S or higher in the same line and the generation would stop in each of those positions.</p> <p>If an A3S or higher is not paid-as an A3S, they are still considered a Generation to their upline A3S or higher.</p>

Generation Overrides

In each period, Paid-as Partner 1 Stars and higher may receive Generation Overrides on the Commissionable Volume (CV) from their downline Generations in the related period. For example, a Generation 1 (G1) would pay out on the closed positions of the first downline A3S or higher title (based on Career Title), their clients, and all the members below them (and those members' clients), down to but not including the next A3S or higher (Career Title) which would be considered a Generation 2 (G2).

Group

A group begins with a Member themselves and includes all of the members (and their clients) below them from all the chains of sponsorship that are connected to the related member, down to but not including, the next Associate 3 Stars (Career Title) or higher in each chain, which would be the start of a 1st generation. This is also sometimes referred to as a "personal group" when talking about a specific Member and their group.

Level

The position a Member or Client has in a downline relative to another upline or downline Member. Members and clients personally sponsored (i.e. first level) are Level One. Those Members and clients sponsored by Level One Members are Level Two, relative to the original Member.

Level 2-5 Overrides

In each period, Active Members may receive a percentage on the Commissionable Volume of the eligible spread generated in the related period by the clients and members on their second through fifth levels. The percentages and number of levels that a Member receives is based on their Paid-as Title for the related period and is regardless of the title of the people below them. If a Member is inactive or unqualified, then that Level Override will not roll upline. Please refer to the definitions of Active and Qualified.

The reason this commission is not paid on the eligible spread generated by a member's Level 1 clients and members is because they are receiving the Client Sales Commissions on that CV instead.

For example, Cosmin sponsored Dan as a client and Adrian as a member. Adrian sponsored George as a client. Cosmin may receive a Level 2 on the CV of the eligible spreads generated by George. Cosmin does not receive level overrides on the CV generated by the eligible spreads from Dan and Adrian because Cosmin is receiving the Client Sales Commissions on that volume instead.

Line

A Line begins with a first level Member and includes all of the Members beneath them. A Member has as many lines as they have first level Members. Clients are not lines.

For example, if Sally has five first level Members and two first level clients, then she has five lines. Sarah is one of Sally's first level Members. Sarah, and her entire downline, is considered to be one line to Sally. Clients are not Lines.

Member

Member is a general term for a person who may participate in the Rebate Plan and can earn on the eligible spreads generated by their downline clients and Members. New Members will begin with the Career Title of Enrolled Member. This means any member should meet the requirements of being an eligible client. Until an Enrolled Member advances to Qualified Member, the Enrolled Member will be unable to receive any commissions but may enroll Clients and other Members.

Paid As Title (also referred to as Paid-as)	Each Member is paid at the title for which they qualify during the respective period. The requirements to be paid-as a title is the same as the requirements to promote to that title. If in any period they fail to achieve their Career Title level, they are paid at the lower title to which they do qualify for during the period. They retain their Career Title (as long as the demotion policy is not involved) but are paid as the title they actually qualify for.
Period	A period refers to the specific time frame in which qualifications and payouts are calculated for. In this plan, a period is equal to an actual Calendar month. Six periods would be six calendar months.
Personal Group	Please see Group.
Personal Sponsor	The Member directly above another Member or Client in the genealogy is considered to be the "Personal Sponsor." If placement is allowed, then the personal sponsor may be different than the Enroller.
Placement Genealogy	The Placement Genealogy follows the line of Personal sponsorship (see also Personal Sponsor). This plan only has one genealogy, the Placement Genealogy.
Promote(Promotion)	A Member promotes to a new Career Title when they meet all of the qualifications for that title in the period. The promotion is effective the first day of the same period meaning that regardless of what day the promotion was actually qualified for, the new Career Title is effective for the entire period. For example, if a Member meets the qualifications for a Partner 1 Star on June 23rd, they "promote" to the title of Partner 1 Star for the entire period of June (effective June 1) and will be paid-as a Partner 1 Star for the entire period of June.

Reinstatement Policy If a Member is canceled or resigns, they may request reinstatement at any time and, if approved, will be reinstated under their original sponsor. Their downline organization will not be reinstated nor their previous title. They will be considered a new Member for all intent and purposes. If a Member wishes to join under a different sponsor, they must wait for a minimum of six months after termination before reapplying and will start as a new Member, without their former downline and title. If a Member wishes to join under a different sponsor, together with his Downline group, the Management approval is needed.

Qualified A Member is considered to be Qualified if they meet the Paid-As requirements for a particular payout and/or title. A Member will only receive the payouts that they are qualified for. This means all the commissions received by a member in a certain period (except CSC), i.e. level overrides, generation overrides and shares, are calculated in respect of the paid-as title of the related member for that period.

Qualified Line Qualified Lines require that at least one individual in the line is qualified to be paid as a specific title position (or above) during the period. For example, to be a Partner 1 Star, one needs four Active Lines of which one line must have at least one Member that is paid-as an Associate 3 Stars or higher. Qualified Lines depend on the periodically (i.e. monthly) Paid-As Titles.

Qualified Member (AM) "Qualified Member (AM)" is a title in the Career Path of this plan represented by a member having at least one eligible client. In order to receive any commissions in this plan, a member must be paid-as a Qualified Member or higher.

Qualifying Volume (QV) Each inventory item has both a Qualifying Volume (QV) and Commissionable Volume (CV) assigned to it. QV is used for Client Contribution Volume (CCV) and Downline Volume (DV) calculations and is used solely to determine if the Member is qualified based on the terms of their respective title. The Qualifying Volume in a period in this plan will typically represent the total eligible spread generated in the related period. The Client Sales Commissions are the only commissions that are paid based on the QV instead of the CV. All other commissions are paid based on CV.

Quarterly Leadership Pool Paid-as Associate 3 Stars and higher may receive a portion of the Quarterly Leadership Pool. This pool pays out only in calendar quarters (Jan – Mar, Apr – June, etc) in which the company has attained at least \$ 20,000,000 Commissionable Volume (total for the quarter).

Pool amount will be 0.5% of the CV in the Quarter.

Paid-as Associate 3 Stars and higher must have been paid as an Associate 3 Stars or higher all three periods (months) in the Quarter in order to receive a portion of the pool. Shares are awarded to each participating Member based on their Paid-as Title for each period. Please refer to the table for specific share assignments.

For example, Dan qualified as an Associate 3 Stars for two of the three months in the calendar quarter and in the third month, he promoted to Partner 1 Star. Dan will receive a total of 4 shares, 1 share for each of the two months he was paid-as an Associate 3 Stars (total of 2 shares) and 2 shares for the third month in which he was paid as a Partner 1 Star. The pool amount is \$10,000 for the period and each share is worth \$500.00. That means that Dan will earn \$2,000 for his quarterly Leadership Pool.

Roll-up Roll-up refers to the "rolling up" of payouts due to a Member being inactive, unqualified and giving it to a Member that is active and qualified. In this plan, there is no roll-up used.

Stacking Clarification Business Policies will be in place so that it is clear to Members the policies around stacking. Violation of these policies will be grounds for disciplinary action (including grounds for termination of the Member account). These rules will include (but not limited to):

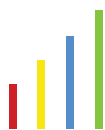
- Clients and Members who you discuss the opportunity or product with must be assigned to you.
- Only one Member or Client per household. Members may not sign up any members of their household as additional client or Member accounts. This will need to be managed/enforced by checking multiple pieces of information and regularly audited by the home office. Pieces of information to verify will include (but not limited to): Credit Card Number, Bank Account Information, Tax IDs, Addresses, Email, Phone, etc)

Stacking means placing trustee accounts in the genealogy, one below each other, when all of those accounts have the same beneficial owner, aiming to elude and abuse the Level Commissions.

Members who resign and wish to be reinstated will need to adhere to the reinstatement policy.



platform **with a face**



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