

2021



# NETWORK BIOIMIS

Policies and procedures  
for all members of the Bioimis Network

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## **I. PREFACE**

Welcome to the BIOWORLD group.

We welcome you to the Bioimis Network.

You have decided to embark on this journey with Bioworld and, even if simple, the road ahead of you will not necessarily be easy to travel.

Your success as a promoter of the Bioimis Program will be directly proportional to the quality of the relationships you establish with customers and with all the Promoters you sponsor.

This document aims to promote harmony and ensure fairness in the application of the rules by offering everyone the same opportunities.

Anyone joining the Bioimis Network will realize that applying what is written in this document will help to provide an authentic and high quality service, which in turn will result in greater success and recognition.

The purpose of this document establishes the respective duties, responsibilities and obligations of all the parties involved, authorizing an individual to carry out the activity of Promoter Bioworld in compliance with what is reported here.

We present this document with great confidence in what will be the results you can get with us. Your Success depends on you and therefore we invite you to fully follow the rules listed here below.

## **II. CODICE DI CONDOTTA**

First of all BIOWORLD lays its foundations on values that represent the cornerstones of our activity: integrity, setting an example and offering trust.

In every moment of the activity you shall treat customers and your fellow Promoters with respect, proving you are willing to offer your help, by sharing your positive experiences.

All activities will be judged by common sense and based on what is reported in this document.

Any attitude or action contrary to what is reported will be immediately sanctioned with a recall or closure of the collaboration relationship as provided for by art. 9 of the Application.

To become a Promoter of the Bioimis Program, the applicant is obliged to agree to conduct business in accordance with this Code of Conduct, which ensures high standards of integrity and professionalism throughout the Bioworld network as well as protecting and defending the overall commercial image of the Company.

## **III. OBBLIGHI DELLA SOCIETA'**

A. The Company shall:

1. behave in an ethical and professional way;
2. provide the members of the Bioimis Network with information on the organization and sales in order to be able to manage the business activities;
3. reward Promoters by following the indications in the approved Compensation Plan;

4. treat all Promoters without prejudice or favors;
5. take all possible measures to ensure that the policies to promote the Bioimis Programs and/or products and/or services are carried out in accordance with the applicable legislation;
6. take all measures to ensure that the recruitment activities of Promoters are carried out according to principles of correct information and good faith.

**B. The Company shall not: :**

1. guarantee the achievement of success that will depend on each Promoter's skills and on adequate effort;
2. recognize commissions or bonuses for the mere recruitment of other people;
3. tolerate that everyone, both Customers and/or Promoters enrolled in the Bioimis Network, put pressure on potential customers for the purchase of services or products offered or bear that the Promoters themselves put pressure on other subjects in order to make them join the Bioimis Network;
4. allow the Bioimis Nutritional Programs and/or proposed products to be misleadingly advertised or in any form this may occur;
5. resolve or cease collaborative relationships with anyone registered in the Network without having followed the due procedure.

#### **IV. THE PROMOTERS' OBLIGATIONS**

**A. Promoters shall:**

1. conduct business in an ethical and professional manner;
2. spread and describe the compensation plan only as specified in the related document and as reported herein;
3. respect, in relations with customers, laws and regulations to protect consumers where applicable;
4. provide in good faith the necessary training, motivation and support both to Customers and to Promoters of their organization.

**B. Promoters shall not:**

1. undertake deceptive, illegal or immoral business activities or recruitment practices;
2. undertake sales or recruitment practices by exerting pressure;
3. make claims or give misleading guarantees regarding the Company, the Bioimis Nutritional Programs and/or other proposed products;
4. sponsor or recruit minors or people who are not able to consciously make a decision;
5. conduct business activities in areas other than the Territory where Bioworld conducts its business
6. debase, diminish or make negative statements about the Company, the Pro-

moters, the Bioimis Nutritional Programs or other proposed products, the Compensation Plan, officials, managers or employees of the Bioworld company

## V. DEFINITIONS

Unless otherwise stated, the terms indicated below will have the following meaning if used in the Contract and in other company documents, present in the Promoter's reserved area or subject of public communications:

- A. Active:** a Promoter is considered active starting from the payment of the annual network subscription fee. 12 months later promoters can renew their registration by paying the required fee again.
- B. Active Line:** Line means having a Promoter or Structure directly connected regardless of the qualification acquired. The Line is considered active when a directly connected Promoter has personally, or through their structure, sold a Bioimis Program or the payment of a monthly fee for a Sold Program has been carried out.
- C. Compensation Period:** the time interval used to calculate the bonuses and targets to be achieved, on a monthly and annual basis.
  - 1. MONTHLY commission periods:** calculated based on the calendar month from midnight on day 1 (00:00.00) until 23:59.59 on the last day of the month, Italian time zone (UTC/GMT +1 hour)
  - 2. ANNUAL commission periods:** calculated according to the calendar year from midnight on day 1 of the year (00:00.00) until 23:59.59 on the last day of the year, Italian time zone (UTC/GMT + 1 hour)
- D. Bioimis Coin (BC):** Virtual currency used in the Bioimis Network for the uniformity of remuneration in relation to the vending of the Bioimis Nutritional Programs all over the world. Each service or product placed on sale is given a value in Bioimis Coins and on each service or product sold by a Promoter, a percentage calculated in Bioimis Coins is paid to the Promoter. Each Bioimis Coin will have a value of € 1
- E. Bioimis Coin Purchase Value:** the value in Bioimis Coins assigned to a service or product sold. The Purchase Value Bioimis Coin is used to record business activity, qualifications and to calculate commissions.
- F. Customers:** Customers are the buyers of the Bioimis Nutritional Programs or products offered within the Bioimis platform.
- G. Promoters:** those who register through the appropriate Application to become a Promoter in the Bioimis Network.
- H. Structure:** the Promoter's organization.
- I. Direct:** any customer or first level Promoter.

- J. **BC STRUCTURE (BCS):** the total value in Bioimis Coins produced by all sales generated by the structure.
- K. **BC 5th STRUCTURE (BCS5):** the total value in Bioimis Coins produced by all sales generated by the structure up to the 5th level in depth.
- L. **Identification Code:** the unique number assigned to Customers and Promoters who carry out their action to sponsor the sales of the Bioimis Nutritional Programs or the Network Marketing activity. The Identification Code is used by new Customers and/or new Promoters who, after being contacted and made aware of the purchase of the Bioimis Nutritional Program or the Network Marketing activity, enter this code; the first to be entitled to a discount on purchases and the latter to connect to the Sponsor's Network. Both Customers and Promoters must refer to this number in all correspondence and in all relations with the Company.
- M. **Contract:** a) the 'Application' to become a Bioworld Promoter; b) the document called 'Policies and Procedures'; c) the document called 'Compensation Plan'; d) the 'General Conditions of Purchase of the Bioimis Program and use of the Site'.
- N. **Line:** descendant line of sponsorship that, starting from the Promoter at the head, expands to innumerable levels of depth.
- O. **Level:** the positioning history of people in a structure.
- P. **Orphan:** a Requestor without a Sponsor.
- Q. **Title for commission purposes:** the actual title for which a Sales Intermediary Promoter qualifies in the BIOWORLD Compensation Plan in a given period.
- R. **Sponsor:** the person who introduced you to BIOWORLD.

## VI. STATUS OF SALES INTERMEDIARY PROMOTER

Promoter Status does not represent a subordinate or quasi-subordinate relationship in any way. The only purchase required to become a Promoter in the Bioimis Network is that of the registration fee which includes, in addition to the personalized duplication of the official Bioimis website, the tools and information necessary to conduct the business in an efficient and ethical manner. A person will start their own business using their own name. A user can make use of a single Promoter status that carries the name of an individual.

### A. INDEPENDENT STATUS

1. Promoters are self-employed without any bond of subordination with the Company.
2. The stipulation of this Contract does not create any relationship between the Company and the Promoter, nor shall the latter claim to be part, in any way or form, of a relationship between the employer and employee, agency, sales agent, partnership, affiliation or joint venture between the Company and the Promoter.



3. Promoters must comply with all applicable rules and regulations relating to the purchase of the Bioimis Nutritional Programs.
4. Promoters are solely responsible for the declaration and payment of any taxes or taxes associated with their sales intermediary activity, according to the regulations in force in their country.
5. Promoters are solely responsible for providing their own equipment and tools necessary for carrying out their business activities such as telephone, transport, professional services, office equipment, office supplies and liability insurance.
6. Promoters are solely responsible for obtaining their own business premises, if necessary, and setting up their own working hours.

#### **B. REQUIREMENTS FOR THE APPLICATION TO BECOME A BIOWORLD PROMOTER**

1. The Company is required to obtain from the applicant the data that identify him/her for tax purposes in their country of residence. According to its contractual rights, the Company refuses to grant a position to any person who is unable or unwilling to provide all the data required on the contract. It is the sole responsibility of the applicant/Promoter to make sure that he/she operates according to the provisions of the country in which he/she operates.
2. The Company reserves the right to reject an Application or terminate a Contract already in force if it becomes aware that the data requested in the contract and communicated during the registration process were incorrect.

#### **C. APPLICATION ELABORATION**

1. The applicant is solely responsible for completing the Application to become a BIOWORLD Promoter. The company will reject incomplete or incorrect applications and has no obligation to notify the applicant or the Sponsor about the refusal.
2. If a request is loaded by the Promoter in Pdf directly into the reserved area of the Promoter himself/herself, it is not necessary to send an original application, unless requested by the Company.

#### **D. FALSIFIED REGISTRATION**

Submitting an Application to become a BIOWORLD Promoter in the name of an individual without that individual's authorization is illegal and strictly prohibited, as well as presenting or pushing someone to present false or invalid information on an Application to become a BIOWORLD Promoter. A person who submits false information about his/her Application to become a BIOWORLD Promoter, or pushes someone to do so, will be subject to the cancellation of the account and will lose all rights deriving from their Promoter status. In such circumstances, BIOWORLD reserves the right to take all legal remedies, both civil and criminal, to protect itself and the sales structure.

#### E. IDENTIFICATION CODE

1. At the time of registration a unique identification code (ID) of the Promoter will be automatically issued to be used to access the reserved area, to sponsor Customers and for the possible future registration of other Promoters
2. Customers will also have a unique and recognizable identification code
3. Promoter and Customer IDs must be reported in all correspondence with the Company.

#### F. MULTIPLE ACCOUNTS OF PROMOTERS

1. A family unit (spouses or cohabitants or other dependent family members residing at the same address) cannot maintain more than one Promoter account.
2. In the event that multiple accounts are detected, the Company reserves the right to cancel the most recent account(s) without notice to the Promoter. No refunds will be made for the registration fee paid by subsequent accounts.
3. The Company reserves the right to decide whether or not to transfer any members of the structure registered as subsequent accounts to the original account.
4. A Promoter that pushes the members of the Structure to create and/or maintain multiple entities or who enrolls Promoters already registered by another Promoter (cross-recruitment), will have to face disciplinary action that may also lead to the cancellation of their account.

#### G. DURATION OF THE PROMOTER STATUS

1. The duration of the Promoter status is one year from the date of submission of the Application by the Company and may be renewed from year to year as provided for by art. 7 of the Application.
2. The Company reserves the right to remove Promoters from the system that remain inactive for a period of 12 (twelve) consecutive months, and any organization personally sponsored by an inactive Promoter may be automatically transferred to the canceled Promoter's sponsor, if any.

#### H. SPONSOR MODIFICATION

1. To protect integrity and safeguard the efforts of all Promoters, the Company discourages and rarely authorizes sponsorship changes.
2. Sponsor changes: Promoters who wish to change sponsors have the possibility to cancel their current Promoter status by remaining inactive for 6 (six) months before submitting a new application for admission as Promoter with the Sponsor of their choice. The period of inactivity of 6 (six) months begins with the acceptance by the Company of the cancellation letter signed by the Promoter.
3. If the changes are approved, no adjustments will be made for the commissions or bonuses previously paid.



#### I. SALE OR CESSION OF THE PROMOTER STATUS

1. The status and the related Promoter code may be sold, transferred or assigned (within the same country) only with the prior written approval of the Company; this right will not be unreasonably denied.
2. The Bioworld Company has the right of pre-emption to purchase the Promoter's code on equal terms. If the Company announces not to accept, the Promoter Sponsor will have the opportunity to bid or find a buyer, under the conditions proposed to BIOWORLD, within a period of 30 days. Any sale related to the status and code of a Promoter, carried out without complying with these provisions or not in fact respecting the right of BIOWORLD's pre-emption, will not be accepted by the latter.

#### J. BENEFICIARIES

In the event of death or incapacity of the Promoter, the Contract will automatically terminate as it is concluded intuitu personae.

#### K. SPONSORSHIP RIGHTS AND RESPONSIBILITIES

1. Promoters have the right to sponsor other people within the Territory.
2. Sponsors at all times must emphasize that the success of the Company's compensation plan varies from one Promoter to another and depends on personal efforts, including, but not limited to, the skills and time invested to develop the business. Promoters are rewarded exclusively for the sale of the Bioimis Nutritional Program and/or for products sold through their intermediation or that of their structure. **The mere sponsorship of a new Promoter does not generate any compensation of any kind.**
3. The purpose of the BIOWORLD activity is the sale of the Bioimis Nutritional Programs and/or of the products offered to final consumers; this aspect must be underlined in all presentations of the opportunity offered by the Bioimis Nutritional Programs or/and the proposed products regarding weight control and/or by the activity of being a Sponsor through the Bioimis Network Marketing.
4. The Sponsors will refrain from mentioning the competing brands in a negative, denigrating or otherwise illegal manner, and from making negative or denigrating appreciations on competing companies and/or food industries.

#### L. PROMOTER STATUS

1. Promoters can conduct business exclusively in the Territory.
2. All Promoters registered on the Network are subject to the policies and procedures set by the Company for each country.

#### M. DEVELOPMENT OF NEW MARKETS

1. Promoters cannot operate in any country where BIOWORLD does not conduct its business.
2. Promoters agree that conducting preliminary launch activities in countries not officially authorized for BIOWORLD's business activity is against the Company's policy.

**N. ANNUAL FEE FOR THE ACCOUNT ADMINISTRATION**

On the annual expiration date of the Promoter's registration, an annual fee will be applied for the account administration.

**O. VOLUNTARY CANCELLATION**

1. Promoters may withdraw from the Contract and therefore cancel their Promoter status at any time by sending an email or registered letter with return receipt to be sent to the Company with a 30-day notice.
2. Any organization affected by this cancellation will be transferred to the Promoter's Sponsor who withdraws, if any.
3. Once the account has been canceled, the former Promoter may not resubmit the application to become a Promoter for six (6) months from the cancellation date, provided that the same was in order at the time of voluntary cancellation.
4. The deleted accounts will not be returned under any circumstances to their original placement or title.

**P. UNILATERAL RESOLUTION**

1. The Company may terminate the contract with the Promoter immediately and without notice in case of violation of any of the provisions set forth in this document attached to the application for registration to the Network, including any changes made by the Company in its sole discretion.
2. The cancellation will become effective on the date on which the written communication will be sent by post, fax or e-mail to the last known address (physical or electronic) of the Promoter or when the Promoter receives effective notification of cancellation.

**VII. THE COMPANY'S PRODUCTS AND SERVICES****A. ORDERS**

1. Each service will be accompanied by a document, which shows the payment made, any administrative costs, taxes and shipping costs.
2. The Bioimis Coins related to the orders made by the final consumer are credited to the Promoter within 24 hours, after the company has received the relevant payment and in any case after the activation of the Nutritional Program by the Customer.

**B. CUSTOMER PROGRAMS**

1. Promoters will exercise their business in compliance with all the rules, regulations, policies and procedures envisaged by the Company.
2. Promoters acknowledge that the Company reserves the right to interrupt the service to a Customer in the event that the company evidences an incorrect behavior on the part of the Customer.
3. Sponsor Customers are not authorized to participate in the BIOWORLD compensation program if not registered as Bioimis Network Promoters.

### C. RELATIONSHIP BETWEEN PROMOTERS AND COMPANY EMPLOYEES

1. In order to protect the rights of Promoters and BIOWORLD employees alike, all calls can be recorded both for training purposes and for verifying compliance.
2. Company employees receive appropriate training to be polite and professional in every contact with Promoters, Customers, and the public. In the event that a Promoter receives unresponsive treatment by Company personnel, he/she must document the situation and forward it to the company via email to [info@bioimismworld.com](mailto:info@bioimismworld.com).
3. Promoters are required to use the same courtesy in dealing with company personnel, via telephone, online or in person.

### D. PROCEDURES FOR RETURNS AND RIGHT OF WITHDRAWAL BY THE NETWORK MEMBERS

1. Each subject may exercise the right to withdraw from the registration as Promoter to the Bioimis Network by requesting the return of the registration fee paid.
2. The Promoter has the right, within 14 working days from the registration as Promoter of the Bioimis Network and from the payment of the registration fee, to exercise the right of withdrawal, consisting in the possibility to renounce to use the online services purchased and to obtain the reimbursement of the price paid, without penalty and without having to specify the reason.
3. To exercise the right of withdrawal you must send, within 14 working days of receipt of the product purchased, a notice in which the desire to withdraw from the purchase contract is clearly manifested indicating, if possible, the original invoice number. This communication must be sent to Customer Service by writing to BIOWORLD S.r.l. Via Macello 45, 35013 Cittadella, Padua, Italy or by e-mail to [info@bioimismworld.com](mailto:info@bioimismworld.com)
4. If the right of withdrawal will be exercised according to the conditions described, the Promoter will have the right to close the account and refund the full registration fee, no later than 30 days from the moment of receipt of the withdrawal request.

## VIII. COMPENSATION

The BIOWORLD Compensation Plan is based on a Network Marketing system, if permitted in your country of residence, which is based on the sale to the Consumer of the Bioimis Nutritional Programs. Promoters who are active as Sponsors are compensated for the services sold through their intermediation or through other Promoters included in their marketing organization. **The detailed BIOWORLD Compensation Plan is attached to this document.**

**Promoter:** Anyone joining the Bioimis Network can become a Promoter and carry out the activity of Sponsor transforming in this case the Bioimis Coins received in Dollars, Euros or in other available currency.

Thanks to the tools received and to their own Bioimis Website, personalized with their Own ID (identification code), the Promoter is active both in the promotion of the Bioimis Programs, carrying out the intermediary sale activity, and in the promotion and search for new members to link to their own Structure.

Promoters receive their remuneration calculated not only on sales made through direct intermediation (DIRECT COMPENSATION) but also on those produced indirectly through other registered Promoters or Customers connected to their Structure (INDIRECT COMPENSATION) based on the criteria established in the document called Compensation Plan.

### **Benefits offered to each contacted person.**

Anyone who purchases one of the services or products offered on the Bioimis Platform, through the code of a Promoter, will be entitled to receive a discount. This way the Network is guaranteed that any user has every interest in inserting the Identification Code of a Customer or a Promoter.

Each service purchased will give you the right to receive Bioimis Coins (the Bioimis virtual currency)

### **The Value of 1 Bioimis Coin = € 1**

#### **A. QUALIFICATIONS AND PAYMENTS**

1. To qualify for direct and indirect compensation, monthly bonuses, incentives, in addition to being active, Promoters must reach the required budgets/qualifications better specified in the Compensation Plan. Moreover:
  - a. The Bioimis Coins earned are credited 15 days after the purchase of a Nutritional Program, or a monthly instalment if paid by subscription. This is because it is necessary to verify the receipts or any payment cancellations.
  - b. The verification of who has reached a new qualification is always carried out 15 days after each month's closure. This is to verify the receipts or any cancellations of orders that have been placed.
  - c. Each qualification reached within a month gives the right to receive the fees due to that qualification already on that month's turnover.
  - d. Indirect payments will always be credited 15 days after each month's closure. This is to make it possible to verify that the proceeds of the produced turnover and the required structure have been achieved.
2. Given that the Promoter complies with the terms set out in the enclosed documents 'Application to become a Bioworld Promoter', the Company will recognize the Promoter the fees referred to in the BIOWORLD Compensation Plan (see attached).

3. No compensation and/or bonus are paid on the registration fee paid by members of the Network Marketing, or on all purchases that do not refer to the Bioimis Nutritional Program.
4. Promoters receive bonuses and commissions based on actual purchases made by final customers through their intermediation.
5. If a Promoter detects any discrepancies in the fees, he/she must inform the Company within 15 days of receiving the Bioimis Coins relating to the direct and indirect remuneration, bonuses and/or incentives put in place by the company. Once this term has expired, the Promoter will no longer have the right to challenge the accreditation made by the Company.
6. The exchange of Bioimis Coins in currency will be possible for amounts equal to or greater than 100 Bioimis Coins. If the received Bioimis Coins are not equal or higher than this amount, the fees or bonuses will be accumulated in the Promoter's portfolio, visible in the reserved and personalized area of the latter, until the amount of Bioimis Coins does not reach minimum amount to make a change and transfer to your PayPal account. In the case of dissolution of the Contract the amount of Bioimis Coins up to then accumulated even if less than 100 Bioimis Coins will be paid to the Promoter.

#### **B. EXPENSES FOR PAYING COMMISSIONS AND/OR BONUSES**

1. The costs for currency conversion and for the transfer of commissions to the Promoter's PayPal account will be deducted from Bioworld's financial partner, directly from the sum transferred.

### **IX. LIMITATIONS**

In conducting their business, Promoters must endeavor to promote the services offered by the Company by refraining from any conduct that may be harmful and incongruous.

#### **A. ALL ENTRIES TO THE BIOIMIS NETWORK AS PROMOTERS:**

1. They must faithfully and fairly represent the Company and its services when proposing them to current or potential clients and/or Promoters.
2. They shall not enter into a contract or transaction in the name and on behalf of the Company or represent themselves as employees, representatives, agents or privileged sellers of the Company.
3. They shall not make any claim regarding therapeutic or curative properties of the Bioimis Nutritional Programs and the products sold by the Company. The Bioimis Nutritional Programs and the Company's products do not claim to diagnose, cure, heal, alleviate or prevent any disease and should never be presented as such.
4. They shall not suggest any diagnosis, prognosis, evaluation, cure, description, management or remedy of any illnesses, disorders or diseases.
5. They shall not make any false, unreasonable, misleading, or intentionally distorted earning projections to current or potential Promoters.

6. They shall emphasize that the success of the Company's Network Marketing Program varies from one Promoter to another and depends on personal efforts, including, but not limited to, the skills and time invested in business development.
7. They shall not state that the Company's plan or product portfolio has been approved or signed by any government representative.
8. They are fully responsible for any of their verbal or written statements concerning the Company, the Bioimis Nutritional Programs, products, services and opportunities that do not conform to the material supporting the current and official activity of the Company.

## B. ADVERTISING

1. BIOWORLD compensates its Promoters for the advertising, dissemination and sale intermediation of the Bioimis Nutritional Programs and the proposed products that must be carried out only with the help of the tools provided by the Company
2. Retail Stores: The Company's Bioimis Nutritional Programs may not be sold, marketed or distributed in any retail outlet, including, but not limited to, shops, markets, restaurants, hypermarkets, etc.
3. The Bioimis Nutritional Programs and/or the products proposed by the Company shall not be proposed, advertised, marketed or distributed in open-air markets, flea markets, bazaars, walking carts or similar places.
4. Shows, Exhibitions, Trade fairs: Exhibition on a stand, advertising in forms other than those allowed in the reserved area, promotion of the Bioimis Nutritional Programs or business opportunity offered by the Company in exhibitions, trade fairs, open-air markets or any similar event requires prior written approval from the Company. Requests must be submitted at least 60 days before the event and before signing any contract with the exhibition venue.
5. To protect the Bioimis Network Marketing, the Company reserves the discretionary right to prohibit the sale of its services in any place it does not consider acceptable.
6. External signs or window display: external signs or window displays advertising the Company or its products will be forbidden in any place except the company offices and/or representative offices.
7. Promotional items: with the exception of previously approved promotional items that may be authorized for sale by the Company, no Promoter or any other person, association, company, entity may use the registered Bioimis, Bioworld trademarks in any form, design, color, logo and no promotional items produced independently (e.g. decals on cars/magnets/stickers, key rings, hats, T-shirts, mugs, business cards, banners, stickers, stationery, etc.).
8. Use of the Company's trademarks: Promoters may not use, reproduce or disclose the trade name, logo or any trademark or service mark of the Company except for the use of the tools, means and documents made available by the Company.



9. Promoters agree to avoid any reference or link to websites of any third-party bibliographic material for the purpose of verifying or highlighting medicinal or therapeutic effects of the Bioimis Nutritional Programs and any service offered by the Company or its components. In this regard, these third-party declarations become direct declarations without appropriate validation.
10. Promoters must avoid any false reference to authorities (e.g., deities, doctors, nurses, therapists, scientists, Company officials, etc.) during the dissemination and/or presentation of the Bioimis Nutritional Programs, the proposed products or the opportunities offered by the Company.
11. Promoters shall not charge the Company, or other Promoters of their structure, any cost in order to obtain a profit for any service, training, advertising brochures, materials, websites, association or other material related to the Company.
12. In order to avoid any conflicts of interest, Promoters shall not sell, display or publicise the Bioimis Nutritional Programs or the Company's services in conjunction with similar products not belonging to the Company in any physical or electronic retail, exposure or advertising.
13. The Company prohibits Promoters from promoting the products of another competitor company together with the Bioworld Company's products in any physical or electronic retail, exposure or advertising (for competitors we mean another company that proposes Diets, Nutritional Education Programs and/or dietary products or supplements).
14. All requests for advertising approval must be submitted together with a hard copy of the proposed material, before the material is published or distributed. These advertisements include, but are not limited to: advertising leaflets, audio or video tapes, e-mails, exhibits, vehicle signs, bulletin boards, websites, Internet communications, telephone messages, printed announcements, goods, etc. Any material approved in writing by the Company is for personal use and for exclusive distribution within the Promoter's structure.
15. Marketing through mass media is not permitted and any request for such projects will be rejected. Examples of this type of marketing include appearance and information or commercial advertising on radio and television, billboards and/or online media.
16. Promoters may not sell or distribute any recordings regarding an event, meeting, Company meeting without prior written authorization from BLOWORLD. Furthermore, Promoters may not reproduce for the sale or for personal use any recording of presentations on audio or video tape produced by the Company.
17. The Company reserves the right, at its sole discretion, to request the immediate elimination of any non-compliant or offensive material used by Promoters to promote the products or opportunities offered by the Company.
18. Violation of any of the above limitations may result in immediate suspension and/or termination of the Contract.

### C. ADVERTISING ON THE INTERNET

1. All general advertising provisions apply to internet/electronic advertising, including posts on any social media site (e.g., Facebook, Twitter, MySpace, LinkedIn, Google AdWords) or opinion sites (e.g. blogs, Yelp, etc.)
2. Promoters shall not promote or sell the Bioimis Nutritional Programs, the Company's services in any auction or electronic or physical sales site (including, but not limited to, eBay, Craigslist, Yahoo, etc.). To protect the proposed Network Marketing activity from person to person, the Company may, at its discretion, prohibit its products being promoted or sold on any electronic site that is not deemed acceptable.
3. Domain names that are intended to be used for marketing the products or opportunities offered by the Company must be submitted for approval before purchase.
4. Promoters are not authorized to use the trade name "BIOIMIS" and "BIOWORLD" or any trademark of the Company (or any derivative or similar variation thereof that may confuse someone and lead them to believe they are dealing with the Company) as part of an e-mail address, domain name, online ad, company name, username and/or contract details. Promoters and all Network members agree to transfer to the Company, at their own expense, any domain name violating this provision.
5. In no case may a Promoter claim to be responsible for a location or to be an official representative of the Company.
6. The Company offers Promoters personal websites replicated on the Internet with a text approved in advance and photographs so that they can manage their Customers and enrol new Promoters in the Bioimis Network Marketing. Subscription pages or sales/e-commerce platforms that are independent from the replicated Websites issued by the Company will not be authorized to promote the Bioimis Nutritional Programs, services and/or products or have the opportunity offered by the Company to register for the Bioimis Network.
7. Promoters shall not create their own independent websites but only use the websites provided by the Company.
8. Violation of any of the above limitations will result in immediate suspension and/or termination of the contract pending removal of offensive material and/or investigation (see XI. Disciplinary measures).

### D. SPAM

1. The Company maintains a zero tolerance policy against any spam activity by Promoters. Spam consists of sending bulk or individual e-mails or other messages in an attempt to force information to people who have not specifically expressed the wish or granted approval to receive such information, regardless of whether the message is signed or not.
2. Unsolicited e-mails BIOWORLD does not allow Promoters to send unsolicited commercial e-mails, unless such submission complies with applicable laws and regulations and has been approved by the Company prior to sending. Any e-mail sent by the Promoter promoting BIOIMIS and/or BIOWORLD, the

opportunity offered by BIOWORLD, the Bioimis Nutritional Programs, the services and products offered by BIOWORLD must comply with the following points:

- a. The e-mail must be accompanied by a notice informing the recipient of the fact that the latter has the possibility to reply to the e-mail, through an active reply e-mail address, to request that in the future they no longer want to receive offers or correspondence via e-mail. An active reply e-mail address must be present to the sender.
  - b. The e-mail must include the Promoter's physical address.
  - c. The e-mail must clearly and visibly affirm that the message is an advertisement or an offer.
  - d. The use of deceptive words in the subject line and/or false information in the title is prohibited.
  - e. All requests not to receive any more advertising mail or proposals concerning the Bioimis Nutritional Programs, the services and/or products proposed by BIOWORLD, received by e-mail or by post, must be respected. If a Promoter receives a similar request from a recipient of an e-mail, the Promoter must also send the request to the Company.
  - f. The Company may periodically send commercial e-mails in the name of the Promoters as - when stipulating the Contract with the Company - the Promoter agrees that the Company may send such e-mails and that the Promoter's physical and electronic address are included in said e-mails, as described above. Promoters must comply with requests expressing the wish not to receive more e-mails regarding the Bioimis Nutritional Programs, services and/or products offered by BIOWORLD.
3. Unnecessary automatic call systems and faxes
- a. Except as provided in this paragraph, Promoters may not use or transmit unsolicited faxes or use an automatic dialing system in relation to the performance of their business activity with BIOWORLD.
  - b. The term "automatic number dialing system" refers to those devices that have the capacity to: (a) store or generate telephone numbers to be called, using a causal or sequential number generator; and (b) dial these numbers.
  - c. The term "unsolicited faxes" means the transmission by fax of any material or information that publicizes or promotes the Bioimis Nutritional Program, the services and/or products proposed by BIOWORLD, the compensation plan or any other aspect of the Company that is transmitted to any person, with the exception of faxes: (a) sent to any person who has previously expressed an invitation or an authorization; or (b) any person with whom the Promoter has established a collaborative or personal relationship.
  - d. The term "established a collaborative or personal relationship" means a previous or existing relationship consisting of a two-way voluntary communication between a Promoter and a person, based on: (a) an inquiry, a

request, a purchase or a transaction by the person regarding the products offered by the Promoter in question; or (b) a personal or family relationship, which has not previously been concluded by either party.

4. Telemarketing techniques

Promoters must not use telemarketing to exercise their BLOWORLD business. The term 'telemarketing' means sending one or more telephone calls to an individual or an entity to induce the purchase of the Bioimis Nutritional Programs, the services and/or products offered by BLOWORLD, or to involve them in the opportunity offered by the Bioimis Network Marketing. Current legislation establishes the limitations of telemarketing practices and Promoters are responsible for observing these laws. The 'cold calls' made to potential customers or Promoters who promote the BLOWORLD products or services or the opportunity offered by the Company constitute telemarketing and are therefore prohibited.

E. RELATIONSHIPS WITH MASS-MEDIA

1. According to the Company's policy, all relations with mass media (radio, television or press) must be managed by company spokespeople determined by the Company.
2. Promoters must not respond or attempt to respond to requests from the media relating to the Company, the Bioimis Nutritional Program, services, products, or their BLOWORLD Independent Promoter activity, and agree to immediately report any requests received to the Company at [info@bioimeworld.com](mailto:info@bioimeworld.com).

F. FACTORY BRAND, REGISTERED TRADEMARKS, OWNERSHIP INFORMATION AND COMMERCIAL SECRETS

The Bioimis brand and the Bioworld brand are an important and valuable asset. They help identify Bioworld Company products around the world and distinguish them from those of other competitors. The Company must protect its trademark from misuse and any kind of violation, otherwise it may fail. Whenever a trademark, a registered trademark, a logo or a symbol are used improperly or are used by someone other than the owner, the value and importance of the trademark can be greatly diminished. Therefore the Company will make every effort to protect its trademark, company logo and related designs, so that no one else can use them. The rules set out below have been developed to maintain the integrity of the Company's trademark and to ensure that the Company's name and trademarks are available exclusively for the Company's business.

1. Request for authorization before use: The Company will not allow anyone, including Promoters, to use its trade name (company name), licensed brands (Bioimis), trademarks (product names such as Bioimis Nutritional Program), drawings, or symbols, without the Company's prior authorization.
2. Promoters may not use or attempt to register any current or subsequently acquired trade name, trademark, registered trademark, service name, logo, product name, company name of the Company (collectively called Intellectual Property), or any derivative or variation similar to the same in such a way that they can create confusion, errors or deception regarding the source of the

advertised products or services.

3. Promoters may not use the Company's Intellectual Property in a company name, e-mail address, domain name or Internet subdomain, telephone number, online advertising, username or any other addresses, contacts or titles.
4. The Promoter agrees to immediately reassign to the Company any corporate name registration, trade names, trademarks or company Internet domain names registered or booked in violation of this provision. Failure to comply with this provision will result in the immediate cancellation of Promoter status.
5. The information on the Promoter including: names, addresses, e-mail addresses and telephone numbers of other Promoters are a trade secret that constitute information owned by the Company.
6. The Company's proprietary information is transmitted to the Promoter confidentially on the basis of this confidentiality and non-disclosure agreement.
7. Promoters agree not to disclose such information to third parties or use it for non-business purposes or to compete with the Company.
8. The Promoter recognizes that such proprietary information of the Company has such a characteristic that makes it unique and that disclosure or use of the same in violation of this policy will cause irreparable damage to the Company's and independent Promoter's activities.
9. At the Company's request, any current or former Promoter will return the original of the proprietary information and all copies to the Company.
10. Promoters are freelancers, and the Company does not impose any restrictions on any of the Promoter's activities of participation or sales in other activities or programs of Network Marketing or direct sales, provided that this is not an opportunity directly in competition with BLOWORLD.

## **X. TRANSLATION FOREIGN LANGUAGES**

From time to time, the Company may provide foreign language translations of marketing material, sales and provisions. In the event that discrepancies emerge in the drafting, meaning or interpretation between English and foreign language translation, the English version will always prevail.

## **XI. PRIVACY DECLARATION**

1. The Company maintains its firm commitment to respect confidentiality and will do its utmost to protect the data security of Customers and Promoters who decide to exercise a BLOWORLD activity. The Company guarantees security measurements to protect data loss, misuse, alterations of confidential information of the Promoter or Customer collected and managed by it. The Company uses recognized leaders in the "secure server" and "encryption" technology to protect the transactions of Clients and members of the Bioimis Network Marketing as Promoters, and takes any precautions necessary to protect against identity theft or fraud relating to credit cards, including the verification of information on the Promoter or on the Customer at each transaction.
2. Promoters acknowledge that they will receive or have access to certain per-

sonal information. Promoters will keep this information separate and distinct from any other information used or stored by the Promoter, and engage with the Company to collect, use and/or disclose personal information only for purposes authorized by the Company in respect of use and/or disclosure of personal information. The Promoter will always comply with the applicable privacy legislation and will immediately inform the Company of any violations or suspected breaches of security to protect personal information. In any case, the rules signed in the privacy policy signed in the Application to become a BIOWORLD Promoter are valid

## **XII. CHANGES TO THE PROGRAM**

The Company has the right to change the Compensation Plan, the prices of services, policies and procedures. These changes will be immediately binding upon communication to the Promoter. Updates will be published on the Promoter's back office. A hard copy will be made available upon written request of the Promoter. Promoters agree to abide by these changes. In such cases the Promoter will have the right to withdraw from the Contract with 14 days' notice.

## **XIII. CLAUSE OF NON RENUNCIATION**

Failure by the Company to exercise the rights contained in this document, the BIOWORLD Compensation Plan, the Application to become a Bioworld Sales Promoter or any other document referred to in this document, shall not constitute a waiver of the Company's right to request the application of the same. The waiver of this right by the Company can only be made effective in writing by an authorized officer of the Company.

## **XIV. EXECUTION OF THE PROVISIONS**

If any provision of this contract is not valid, illegal or not executable for any reason, the Company may modify or delete that provision. The modification or elimination of any clause or provision will not affect in any way the remaining clauses and provisions, which will remain in full force and effect.

## **XV. APPLICABLE LEGISLATION, JURISDICTION AND THE COMPETENT COURT**

Any dispute between the Parties concerning the interpretation, execution and/or termination of the Contract will be the exclusive competence of the Court of Padua, Italy. The Company reserves in any case the right to appeal to the Judge of the place where the Promoter has his/her residence or domicile.

## **XVI. CONTACTS**

Telefono: +39 0499402333  
Website: [www.bioimis.com](http://www.bioimis.com)  
E-mail: [info@bioimisworld.com](mailto:info@bioimisworld.com)  
Indirizzo: BIOWORLD Srl - Via Macello 45, 35013 - Cittadella (Padova) - Italia



# NETWORK BIOIMIS

Policies and procedures  
for all members of the Bioimis Network

v. 4.3.2021

**BIOIMIS**<sup>®</sup>  
ACCADEMIA ALIMENTARE