



## UNENDING HEIGHTS- TERMS & CONDITIONS

### 1. BACKGROUND

Unending Heights Limited (hereinafter referred to as “Unending” or the “Company”) has made a commitment to provide the finest Membership Marketing experience

backed by impeccable service to its Distributor. In turn, the company expects its registered distributors (“Unending Heights Distributors”) to reflect that image in their relationships with customers and fellow Unending Heights Distributors.

An Unending Heights Distributor is expected to operate the business according to the highest standards of integrity and fair practice in the role as an Unending Heights Distributor. Additionally, Unending Heights Distributors should note that failure to comply with the code of ethics set out in section 2 below (the “Code of Ethics”) can result in your termination as an Unending Heights Distributor.

### 2. CODE OF ETHICS FOR A DISTRIBUTOR

- a. I will conduct my business in an honest, ethical manner at all times.
- b. I will make no representations about the benefits of membership with Unending Heights other than those contained in officially approved corporate literature and videos.
- c. I will provide support and encouragement to my customers to ensure that their experience with Unending Heights is a successful one.
- d. I will motivate and actively work with Distributors of my organization to help them build their Unending Heights business. I understand that this support is critical to each Distributor’s success with Unending Heights.
- e. I will refrain from exaggerating my personal income or the income potential in general and will stress to prospective Distributors the level of effort and commitment required to succeed in the business.
- f. I will not abuse the goodwill of my association with Unending Heights to further or promote other business interests (particularly those which may be competitive to Unending Heights) without the prior written consent of Unending Heights.
- g. I will not make disparaging remarks about other products, services, Distributors, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow Unending Heights Distributors or Unending Heights staff.
- h. I will abide by all of the Policies and Procedures of Unending Heights as included herein, or as may be amended from time to time.
- i. I will not make any payment(s) or promise to pay any prospective or existing Distributor in return for such Distributor’s enrollment, continued enrollment, or team building or sponsoring activities with Unending Heights.



j. I acknowledge and agree that any debt towards Unending Heights by me may be deducted from my commission at the discretion of Unending Heights.

k. I hereby confirm that all information given to the company is true to the best of my knowledge and in the event of any information change I will inform Unending Heights in writing within 7 days from the date of that change.

1

l. I confirm that I have read and understood the conditions of joining Unending Heights and will abide by the rules and regulations of the company in force from time to time.

Violations of these rules and regulations may result in suspension and termination of the account without any compensation or liability on the part of Unending Heights.

m. This agreement is a binding agreement between the company and me, however I am in no way an employee of the company but I am acting as an independent distributor selling Unending Heights products. As an individual I am tax compliant and responsible for declaring any tax due to the government.

n. I acknowledge and agree that the company may at any time make changes to its Terms and Condition or regulations without prior notice.

o. I shall ensure that all marketing, online and offline shall follow the regulations of the company and that, should I require clarification, I shall consult the online guideline or contact the Unending Heights marketing department.

p. All data submitted to the company may be used for statistical purposes and I consent to Unending Heights's storage of my information.

q. I agree to pay the joining fee and the monthly autship fees associated with being a Distributor of the distributor network of Unending Heights in Nigeria, the cost of the fee will be at the sole discretion of Unending Heights.

r. I agree to use Unending Heights's network for the sole distribution of the Unending Heights products. I acknowledge that I am not an employee, legal representative, an agent, or franchisee of Unending Heights. My joining of Unending Heights does not entitle me to act in the name of Unending Heights or to act as an agent, franchisee, employee or legal representative.

s. To properly represent Unending Heights's products and its marketing plan, I agree that all forms of advertising, including, but not limited to, audio and video tapes and printed material, must be submitted and approved in writing by an authorized Unending Heights representative prior to use.



t. I acknowledge that any commission that Unending Heights may pay me shall be based on my performance in the sale of Unending Heights products and not on the number of hours worked or an element of chance.

u. I may at any time choose not to renew my autoship with Unending Heights. I acknowledge and agree that, in the event of my default in paying the Autoship for 3 consecutive months, my membership will expire and I would need to re-register in such event, if I decide to re-register, I will not be entitled to downlines previous in my network. I agree that, should my membership be terminated by Unending Heights, all my downlines will be moved to the Distributor on level above mine and the said downlines shall not be restored to me following such termination.

v. My registration with Unending Heights gives me, the independent distributor, the opportunity to purchase Unending Heights products at a discounted rate.

w. It is understood that that the commissions paid to me as the distributor are subjected to withholding tax deduction at the applicable rate.

x. The products bought by me are for my personal use and for the use of my relatives and friends. However, should I decide to resell the products in the course of a commercial activity, I will do so strictly on my own account and under strict compliance with the provisions of Nigerian legislation.

y. I agree to market the products in a truthful and honest way and not to make any false claims about the products and the Unending Heights sales structure.

aa. All my commercial activities with Unending Heights products shall be my sole responsibility and solely at my expense. I shall be solely responsible and liable for any and all losses, claims, damages, costs, expenses, risks, taxes, filing or other statutory liabilities envisaged for the specific activity performed by me and I agree to indemnify and abjure Unending Heights from any liability arising from such activities.

bb. The Unending Heights approved way of selling and distributing the products is the only way that the Distributor agrees to sell the products. When a Distributor reaches the manager level in the compensation plan, they agree not to be involved in other network marketing companies.

cc. I agree that, in the event of a termination or suspension of my membership of Unending Heights or my independent distributorship, including a termination at my instance, all products which I had, prior to such termination or suspension, purchased from Unending Heights shall only be resold in compliance with these T&Cs and Unending Heights's policies.

dd. The Agreement (including these Terms and Conditions) is personal in nature and shall not be assigned or transferred by me, except in the event of death, in which



case an individual who can qualify as an independent distributor herein may inherit

### 3. OTHER KEY TERMS

#### 3.1. Policies and Compensation Plan Incorporated into Distributor Agreement

These terms and conditions, in their present form and as amended at the sole discretion of Unending Heights, are incorporated into, and form an integral part of, the Unending Heights Distributor Agreement.

Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Unending Heights Distributor Application and Agreement Form, these Policies and Procedures and the

Unending Heights Compensation Plan. These documents are incorporated by reference into the Unending Heights Distributor Agreement (all in their current form and as amended by Unending Heights).

#### 3.2. Changes to the Agreement

Because laws and the business environment periodically change, Unending Heights reserves the right to amend the Agreement, compensation plan and its prices at its sole and absolute discretion.

By signing the Distributor Agreement, a Distributor Delays

Unending Heights shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, government decrees or orders, acts of God or other force majeure events.

#### 3.5. Waiver

For the avoidance of doubt, the Company retains its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Unending Heights to exercise any right or power under the Agreement or to insist upon strict compliance by a Distributor with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Unending Heights's right to demand exact compliance with the Agreement.

Waiver by Unending Heights can be affected only in writing by an authorized officer of the Company. Unending Heights's waiver of any particular breach by a Distributor shall not affect or impair Unending Heights's rights with respect to any subsequent breach, nor shall it affect in any way the rights, duties or obligations of any other Distributor. Nor shall any delay or omission by Unending Heights to exercise any right arising from a breach affect or impair Unending Heights's rights as to that or any subsequent breach. The existence of any claim or cause of action of a Distributor against Unending Heights shall not constitute a defense to Unending Heights's enforcement of any term or provision of the Agreement.

#### 3.6. Becoming a distributor



#### Requirements to Become a Distributor.

- Be at least 18 years of age;
- Reside in the Federal Territory of Nigeria or any other market officially opened by the Company;
- Have a valid Identification number; and
- Submit an Unending Heights Distributor Application and Agreement online and accept the Terms and Conditions.

The consideration of any application is at the sole discretion of the Company. The Company reserves the right to reject any applications for a new Distributor or applications for renewal.

The date on which the membership registration fee is paid shall count as the date of my joining Unending Heights.

#### 3.7. Distributor Benefits

Once a Distributor Application and Agreement has been accepted by Unending Heights, the following

benefits are available to the new Distributor.

- Sell Unending Heights products to retail customers and receive commission based profit from these sales
- Receive periodic Unending Heights literature and other Unending Heights communications

4

- Build a network of Independent Distributor and participate in the Unending Heights Compensation Plan

#### 4. OPERATING A UNENDING HEIGHTS BUSINESS

##### 4.1. Adherence to the Unending Heights Compensation Plan

- Distributors must adhere to the terms of the Unending Heights Compensation Plan as set forth by Unending Heights in its literature.

▪ Distributors shall not offer the Unending Heights opportunity through, or in combination with, any other system, program or method of marketing other than that specifically set forth in official Unending Heights literature.

▪ Distributor shall not require or encourage other current or prospective customers or Distributors to participate in Unending Heights in any manner that varies from the program as set forth in official Unending Heights literature.

▪ Distributors shall not require or encourage other current or prospective customers or Distributors to execute any agreement or contract other than official Unending Heights agreements and contracts in order to become a Unending Heights Distributor. Similarly, Distributors shall not require or encourage other current or prospective customers or



Distributors to make any purchase from, or payment to, any individual or other entity to participate in the Unending Heights Compensation Plan other than those purchases or payments identified as recommended or required in official Unending Heights literature.

#### 4.2. Bonus Buying Prohibited

4.2.1. Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes:

- The enrollment of individuals without their knowledge and agreement and/or without execution of a Distributor Application;
- The fraudulent enrollment of an individual as a Distributor or merchant;
- The enrollment or attempted enrollment of non-existent individuals as Distributor or merchants;
- The use of a credit card by or on behalf of a Distributor or merchant when the Distributor or customer is not the account holder of such credit card and;
- Purchasing Unending Heights products on behalf of another Distributor, or under another Distributor's ID number, to qualify for commissions or bonuses.

#### 4.3. Changes to an Unending Heights Membership

##### 4.3.1. General

- A Distributor may only update the information contained in his or her Membership as allowed by the Unending Heights system online, which changes may be made in their Distributor's back-office or by contacting Unending Heights, but in no case are Distributor allowed to make such updates if the intent is to change ownership of the account.

##### 4.3.2. Change of Sponsor

- To protect the integrity of all marketing organizations and safeguard the hard work of all Distributors, Unending Heights does not allow changes in sponsorship for 5

active Distributor. Maintaining the integrity of sponsorship is critical for the success of every Distributor and marketing organization. Accordingly, the transfer of an Unending Heights business from one sponsor to another is not permitted.

- Exception - A request for a change in sponsor, due to Unending Heights error, will be accepted within 5 business days of completion of the application. If application received after 5 days of the error occurring, change will not be affected.

#### 4.4. Cancellation and Re-application

4.4.1. A Distributor may legitimately change organizations by:

- Voluntarily cancelling his or her Unending Heights Agreement and remaining inactive (i.e., no purchases of Unending Heights products for resale; no sponsoring; and no attendance at any Unending Heights functions, participation in any other form of Distributor activity, or operation of any other Unending Heights business) for 6 full calendar months.



- Following the 6 calendar month period of inactivity, the former Distributor may reapply under a new sponsor. However the former Distributor will permanently lose any and all rights to their former Distributor downline organization.

#### 4.5. Unauthorized Claims and Actions

##### 4.5.1. Indemnification

- A Distributor is fully responsible for all of his or her verbal and written statements made regarding Unending Heights products, services, and the Compensation Plan that are not expressly contained in official Unending Heights materials. Distributors agree to indemnify Unending Heights's directors, officers, employees and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Unending Heights as a result of the Distributor's unauthorized representations or actions. This provision shall survive the termination of the Distributor Agreement.

#### 4.6. Conduct at Unending Heights Events

##### 4.6.1. No Selling or Recruiting at Unending Heights Events

Selling and recruiting at Unending Heights events is not permitted. These activities take away from the primary focus of the event, and can negatively reflect on the professional image of Unending Heights as a company. You may, however, offer a business card and/or catalog.

##### 4.6.2. No Selling or Recruiting for other Companies at Unending Heights Events

Unending Heights Distributors shall not sell any products or recruit for any business during Unending Heights events. This restriction most specifically applies to sales and recruitment efforts for any other direct sales or marketing program, regardless of the product category, including those that do not compete with Unending Heights's product line.

##### 4.6.3. Conflicts of Interest

##### 4.6.4. Non-solicitation

6

- During the term of this Agreement, Distributors may not recruit other Unending Heights Distributors or Merchants or customers for any other network marketing or other similar business. Following the cancellation of this Agreement, and for a period of one year thereafter, a former Distributor may not recruit any Unending Heights Distributor or customer for another network marketing business, with the exception of a Distributor who is personally sponsored by the former Distributor. The Distributor and Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire territory of Nigeria, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly



ineffective. Therefore, the Distributors and Company agree that this non-solicitation provision shall apply to all markets in which Unending Heights conducts business.

- The term “recruit” means actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly, indirectly or through a third party, another Unending Heights Distributor or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Distributor’s actions are in response to an inquiry made by another Distributor or customer.

#### 4.6.5. Downline Activity (Genealogy) Reports

- Downline Activity Reports made available for Distributor access and viewing at Unending Heights’s online Distributor’s Lounge are considered confidential. Distributor access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Unending Heights. Downline Activity Reports are provided to Distributors in the strictest of confidence and are made available to Distributors for the sole purpose of assisting Distributors in working with their respective Downline Organizations in the development of their Unending Heights business. Distributors should use their Downline Activity Reports to assist, motivate and train their Downline Distributors. The Distributor and Unending Heights agree that, but for this agreement of confidentiality and nondisclosure, Unending Heights would not provide Downline Activity Reports to the Distributor. A Distributor shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- ❖ Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- ❖ Directly or indirectly disclose the password(s) or other access code to his or her Downline Activity Report;
- ❖ Use the information to compete with Unending Heights or for any purpose other than promoting his or her Unending Heights business;
- ❖ Recruit or solicit any Distributor or Customer of Unending Heights listed on any report or in any manner attempt to influence or induce any Distributor or customer of Unending Heights to alter their business relationship with Unending Heights;
- ❖ Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report.

- ❖ Upon demand by the Company, any current or former Distributor will





return the original and all copies of printed Downline Activity Reports to the Company.

#### 4.6.6. Cross-Sponsoring

- Actual or attempted cross-sponsoring is strictly prohibited. “Cross-sponsoring” is defined as the enrollment of an individual or entity that already has a current Customer, Merchant or Distributor Agreement on file with Unending Heights, or who has had such an agreement within the preceding 6 calendar months, within a different line of sponsorship. The use of a spouse or relative’s name, trade names, assumed names or fictitious ID numbers to circumvent this policy is strictly prohibited. Distributors shall not demean, discredit or defame other Unending Heights Distributors in an attempt to entice another Distributor to become part of the first Distributor’s marketing organization. If a prohibited organization transfer occurs, Unending Heights shall take disciplinary action against the Distributor(s) who engaged, acquiesced and/or knowingly participated in the improper cross-sponsoring. However, it shall be entirely within Unending Heights’s discretion where in the genealogical structure, the cross-sponsored organization in question shall be placed or otherwise

- Because equities often exist in favor of both upline organizations, Distributors waive any and all claims and causes of action against the company for its decision regarding the final disposition or placement of the cross sponsored organization.

#### 4.6.7. Errors or Questions

- If a Distributor has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Distributor must notify the customer service team at the headquarters in Lagos, Nigeria within 15 days of the date of the purported error or incident in question. Unending Heights will not be responsible for any errors, omissions or problems not reported to the Company within 15 days.

#### 4.6.8. Sales Aids Optional

- Distributors are not required to carry sales aids. Distributors who do so must make his or her own decision with regard to these matters. To ensure that Distributors are not encumbered with Company Sales Aids, such Sales Aids may be returned to Unending Heights upon the Distributors cancellation pursuant to the terms of Section 8.1.

#### 4.6.9. Governmental Approval or Endorsement

- Unending Heights prides itself by being a fully ethical company and works transparent in everything they do and abide by the local laws in any territory Unending Heights is active.



#### 4.6.10. Non-Financial Enrollments

▪ Distributor enrollments are not complete, and therefore not considered for final acceptance by Unending Heights, without making a paid joining fee or/and an initial order. Such 'un financial' Distributor enrollments are subject to deletion within 72 hours of their entry at Unending Heights' discretion without notice.

#### 4.6.11. Identification

8

▪ All Distributors are required to provide their national ID number or National Passport to Unending Heights in order to be paid commissions.  
▪ Upon enrollment, the Distributor must create a unique handle (username) by which he or she will be identified. This handle will be used for all account transactions, including to place orders and track commissions and bonuses.

#### 4.6.12. Income Taxes

▪ Each Distributors income earned in the form of commission will be subjected to the statutory WHT for individuals at 5%. The WHT will be deducted by Unending Heights at source when payment is to be made and will the remitted to the relevant tax authority on Distributors' behalf.  
▪ This rate can change due to new government legislations and Unending Heights will not give any prior notice to Distributors before the new rate(s) is affected.  
▪ All prices of Unending Heights products are inclusive of value added tax, unless otherwise stated.

#### 4.6.13. Independent Contractor Status

▪ Distributor are independent contractors and are not purchasers of a franchise or a business opportunity. The agreement between Unending Heights and its Distributors does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the Distributor. Distributors shall not be treated as an employee for his or her services or for federal or state tax purposes. All Distributors are responsible for paying local, state and federal taxes due from all compensation earned as a Distributor of the Company. The Distributor has no authority (expressed or implied) to bind the Company to any obligation. Each Distributor shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Distributor Agreement Form, and these Policies and Procedures, and applicable laws.  
▪ The names of Unending Heights and other names as may be adopted by Unending Heights are proprietary trade names, trademarks and service marks of Unending Heights. As such, these marks are of great value to Unending Heights and are supplied to Distributor for their use only in an expressly authorized manner. Use of these names on any item not produced by the Company is prohibited except as follows:



❖ Independent Unending Heights Distributor -OR- Independent Distributor of Unending Heights

❖ All Distributors may list themselves as an “Independent Unending Heights Distributor” in online media under their own name. Distributor may not create websites, blogs, social media accounts, or place telephone directory display ads using Unending Heights’s name or logo.

❖ Distributor may not answer the telephone by saying “Unending Heights,” “Unending Heights Office,” or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Unending Heights, or in anyway represent to any third party that they are a representative of Unending Heights. Distributor shall make a good-faith effort to make sure the caller understands that the Distributor is not an agent of Unending Heights.

Distributor are not allowed to create social media account or webpages in the name of Unending Heights or in any way try to portray

9

themselves as being the official Unending Heights site. No website or social media account/address may contain Unending Heights’ name in any way that can mislead visitors that it is the official Unending Heights site.

❖ Advertising is not limited to print media; it also includes internet advertising and other forms of advertising. It is prohibited for a Distributor to use an internet or email address that utilizes the trade name Unending Heights, or includes Unending Heights in a portion of the address. It is also prohibited for a Distributor to create a website or any other online medium that references or relates to Unending Heights that is not authorized in writing by Unending Heights. It is also prohibited for a Distributor to place links to unauthorized websites or webpages onto a website or webpage that has been authorized by Unending Heights.

#### 4.7. Insurance

##### 4.7.1. Business Pursuits Coverage

▪ As an independent Unending Heights Distributor you and the products in your possession are not covered by insurance. If you wish to do so it is at your own discretion.

##### 4.7.2. International Marketing

▪ Because of critical legal and tax considerations, Unending Heights must limit the marketing and enrollment of Unending Heights services and the presentation of the Unending Heights business to prospective customers, Merchants and Distributors located within the territory of Nigeria and any other jurisdiction officially opened by Unending Heights. Distributors are only authorized to do business in the countries in which Unending Heights has announced are open for business in official Company literature.



#### 4.7.3. Laws and Ordinances

▪ Distributors shall comply with all federal, state and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Distributors because of the nature of their business. However, Distributors must obey those laws that do apply to them. If a city or county official tells a Distributor that an ordinance applies to him or her, the Distributor shall comply with the law.

#### 4.7.4. Minors

▪ Distributors shall not enroll or recruit individuals under the age of 18 into the Unending Heights program. Minimum age, even if related, is 18 years of age.

#### 4.7.5. Actions of Household Distributors or Affiliated Individuals.

▪ Unending Heights memberships are limited to one per household. If any member of a Distributor's household, family, or other affiliated individual engages in any activity that, if performed by the Distributor, would violate any provision of the Agreement, such activity will be deemed a violation by the Distributor and Unending Heights may take disciplinary action pursuant to the Statement of Policies against the Distributor.

▪ An exception to the one-Distributor-per-household rule will be considered on a case-by-case basis if two Distributors marry. Requests for exceptions to

10  
this policy must be submitted in writing to the Compliance Department. Please contact Unending Heights head office for more details.

#### 4.7.6. Requests for Records

▪ Any request from a Distributor for printed copies of invoices, agreements, Downline activity reports or other records/reports as reasonably available will require a fee of NGN 100 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records. Electronic versions of the same are provided without charge and can also be downloaded from the back-office.

#### 4.7.7. Sale, Transfer or Assignment of Unending Heights Business

▪ Unending Heights businesses cannot be sold or transferred to another individual.

#### 4.7.8. Separation of an Unending Heights Distributor Business

▪ In the event of a dissolution of marriage of a Unending Heights Distributor, and a spouse, arrangements must be made to ensure that any division of the business assets is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Distributor and the Company, Unending Heights may be forced to involuntarily terminate the Distributor



Agreement.

#### 4.7.9. Divorce

- During the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution.
- Under no circumstances will the Downline Organization of divorcing spouses be divided. Similarly, under no circumstances will Unending Heights split commission and bonus checks between divorcing spouses. Unending Heights will recognize only one Downline Organization and will issue only one commission check per Unending Heights business per commission cycle. Commission checks shall always be issued to the individual whose name appears on the Distributor Agreement.

#### 4.7.10. Death

- In the event of death, the Distributor's Unending Heights business shall be transferred to the personal representative or executor/administrator of the will of the deceased. Without an heir the Distributor's Unending Heights business will revert to Unending Heights or be terminated at the company's discretion. If the assuming party or parties cannot operate a Unending Heights business properly as per these Terms and Conditions or otherwise fail to provide for the best interests of other Distributor and the Company, Unending Heights may terminate the Distributor Agreement.

#### 4.7.11. Sponsoring

- All active Distributors in good standing have the right to sponsor and enroll others into Unending Heights. Each prospective Distributor has the ultimate right to choose his or her own sponsor. If two Distributor claim to be the sponsor of the same new Distributor, the Company shall regard the first Membership request as controlling.

11

## 5. RESPONSIBILITIES OF DISTRIBUTOR

### 5.7. Change of Address or Telephone

- To ensure timely delivery of products, support materials and commission checks, it is critically important that Unending Heights's files are current. Distributors planning to move should update their new address and telephone numbers via their Distributor's Lounge.

### 5.8. Continuing Development Obligations

- Ongoing Training
  - ❖ Any Distributor who sponsors another Distributor into Unending Heights must perform a bona fide assistance and training function to ensure that his or her Downline is properly operating his or her Unending Heights business. Distributor must have



ongoing contact and communication with the Distributors in their Downline Organizations. Examples of such contact and communication may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of Downline Distributor to Unending Heights meetings, training sessions, and other functions. Upline Distributors are also responsible to motivate and train new Distributor in Unending Heights product knowledge, use and function of the Distributor's Lounge, effective sales techniques, the Unending Heights Compensation Plan and compliance with Company Policies and Procedures. Communication with and the training of Downline Distributor must not, however, violate Section 5.2 (regarding the development of Distributor-produced sales aids and promotional materials).

- Increased Training Responsibilities

- ❖ As Distributor progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the Unending Heights program. They will be called upon to share this knowledge with lesser-experienced Distributor within their organization.

- Ongoing Sales Responsibilities

- ❖ Regardless of their level of achievement, Distributor have an ongoing obligation to continue to personally promote sales through the generation of new customers or Distributor and through servicing their existing customers or Distributor.

- Non-disparagement

- ❖ Unending Heights wants to provide its Distributor with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Unending Heights corporate offices. While Unending Heights welcomes constructive input,

negative comments and remarks made in the field by Distributor about the Company, its products or Compensation Plan serve no purpose other than to sour the enthusiasm of other Unending Heights Distributors. For this reason, and to set the proper example for their Downline, Distributor must not disparage, demean or make negative remarks about Unending Heights, other Unending Heights Distributors, Unending Heights's services, the Compensation Plan or Unending Heights's directors, officers or employees in social media or other forums.

- Providing Enrollment Support to Applicants



❖ Distributor must provide a reasonable amount of assistance to new applicants to ensure their online enrollment is completed accurately and to provide at least a basic level of understanding of the functionality of their Distributor's Lounge, including but not limited to, order entry, autoships, sponsorship of new Distributors, downline viewers, and disposition of earnings.

▪ Reporting Policy Violations

❖ Distributor observing a policy violation by another Distributor should submit a report of the violation directly to the attention of the Unending Heights Management. Details of the incident(s), such as dates, number of occurrences, persons involved and any supporting documentation, should be included in the report.

## 6. PURCHASING PRODUCT & PRODUCT SALES REQUIREMENTS

### 6.7. Product Sales

▪ The Unending Heights Compensation Plan is based upon the sale of Unending Heights products and services to end user. Distributor must fulfill personal and Downline organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

### 6.8. Retail Sales

▪ Unending Heights wants to ensure that prices for its products and services are not destabilized and that quality is intact, that is why it is forbidden to sell Unending Heights products in any retail outlet. Therefore, Products sold in a retail environment (which sales shall be strictly subject to the prior approval of Unending Heights) will be subject to a fixed advertised retail price. Any Distributor who knowingly fails to honor the minimum price set by Unending Heights for its products and services will be subject to termination.

▪ Sales of Unending Heights products through on-line auction sites, such as Ebay/Konga/Jumia/OLX/Jiji are strictly prohibited and will/can result in termination of account.

### 6.9. Territory Restrictions

▪ There are no exclusive territories granted to anyone.

### 6.10. Payment(s) of products

▪ All products are paid in advance with no credit given. After payment is received by Unending Heights the products will be arranged for delivery.

## 7. PRODUCT RETURNS

### 7.7. Sales

▪ The entire commission structure is based upon volume of sales referred by the individual Distributor as well as their entire organization. Any returns are by the sole



responsibility of the distributor.

#### 7.8. Money Back Product Guarantee

▪ Unending Heights does not give money back for purchased products. If you would have a complaint or request regarding product returns please contact Unending Heights customer service for information. For Unending Heights claim process see the question and answer section for more information.

13

#### 7.9. Governing Law, Jurisdiction and Venue

▪ Jurisdiction and venue of any matter not subject to arbitration shall reside in Lagos, Nigeria. The Arbitration and Conciliation Act, Cap C18, laws of the Federation, 2004, shall govern all matters relating to arbitration.

### 8. INACTIVITY AND CANCELLATION

#### 8.7. Effect of Cancellation

▪ Following a Distributor's termination for inactivity (365 consecutive days with no volume on the account), or voluntary or involuntary termination of his or her Distributor Agreement (all of these methods are collectively referred to as "termination"), the former Distributor shall have no right, title, claim or interest to the marketing organization that he or she operated, or any commission or bonus from the sales generated by the organization. A Distributor whose business is terminated will lose all rights as a Distributor. This includes the right to sell Unending Heights products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Distributor's former Downline sales organization. In the event of termination, Distributors agree to waive all rights they may have, including but not limited to property rights, to their former Downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Downline organization.

▪ Following a Distributor's termination of his or her Distributor Agreement, the former Distributor shall not hold himself or herself out as a Unending Heights Distributor. A Distributor whose Distributor Agreement is terminated shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary termination).

#### 8.8. Involuntary Termination

▪ A Distributor's violation of any of the terms of the Agreement, including any amendments that may be made by Unending Heights in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary termination of his or her Distributor Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier to the Distributor's last





known address (or fax number), or to his or her attorney, or when the Distributor receives actual notice of termination, whichever occurs first.

#### 8.9. Voluntary Termination

▪ A Distributor has a right to terminate his/her distributorship, at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address or by calling Unending Heights directly. Distributors who have resigned may re-apply to become a Distributor with Unending Heights after 6 months. A Distributor's position is subject to termination due to inactivity (i.e., merchant enrollments, no commissions, no ordering, no sponsoring; and no attendance at any Unending Heights functions, participation in any other form of Distributor activity, or operation of any other Unending Heights business) after being inactive for 6 full calendar months.

#### 8.10. Non-Renewal

▪ A Distributor may also voluntarily cancel his or her Distributor Agreement by failing to maintain the Agreement annually. The Company may also elect not to renew a Distributor's Agreement.

14

#### 8.11. Complete Agreement

▪ This Agreement, any and all modifications made by the Company make up the entire agreement between Distributor and Unending Heights.

### 9. TERMS AND CONDITIONS FOR UNENDING HEIGHTS LIFESTYLE GLOBAL CONCEPT LIMITED

▪ When joining the product distribution network of Unending Heights, I hereby agree to become an independent purchaser of Unending Heights products and follow the code of conduct and terms and conditions of being an independent purchaser. Further, I agree to abide by the following terms and conditions of my agreement with Unending Heights to become a Distributor of its network or independent distributor of its products.