

Effective: June 10, 2025

ZINRAI, LLC

Policies & Procedures

POLICIES & PROCEDURES

1.0 INTRODUCTION

1.1 Zinrai Policies & Procedures and Compensation Plan Incorporated into the Brand Promoter Agreement

- (a) Throughout these Policies & Procedures, when the term “Agreement” or “Brand Promoter Agreement” is used, it collectively refers to the on-line application, electronic signature process, the Brand Promoter Agreement Terms and Conditions, these Policies and Procedures, and the Zinrai Compensation Plan, incorporated herein for all purposes), and any and all other guidelines or policies that may be implemented from time to time and any amendments thereto.
- (b) Brand Promoters are required to comply with: (i) all of the terms and conditions set forth in the Agreement; and (ii) all national, federal, state, and/or local laws governing their Zinrai business.
- (c) The most current version of the Agreement, including these Policies and Procedures is published at www.Zinrai.com and in the Brand Promoter back office, together with the Zinrai Compensation Plan, and any and all other guidelines which may be implemented from time to time and any amendments thereto.

1.2 Code of Ethics

(a) Zinrai expects that Brand Promoters shall:

- (i) Conduct themselves in a professional, honest, and considerate manner;
- (ii) Comply with all applicable laws and regulations in the city, state, province or country in which the Brand Promoter is promoting Zinrai services and products or the Zinrai business opportunity ;
- (iii) Present information about Zinrai and its services in an accurate and professional manner
- (iv) Present the Compensation Plan, services, products and Zinrai refund policies in a complete and accurate manner;
- (v) Not make exaggerated income or product or service claims;
- (vi) Not make any product, service or income claims related to replacement of income impacted by coronavirus;
- (vii) Not state or infer that Zinrai sells or promotes the sale of financial services, broker services or provides investment advice of any kind;
- (viii) Not engage in crossline sponsoring, solicitation of competing services, or unethical business practices;
- (ix) Not target recruitment of Brand Promoters or Customers towards any racial group or minority.
- (x) Not target recruitment of Brand Promoters or Customers towards individuals under the age of 18, or otherwise vulnerable persons.

All Zinrai Brand Promoters shall familiarize themselves with, and comply with the Zinrai Code of Ethics which states as follows:

- (i) A Brand Promoter must show fairness, tolerance, and respect to all people associated with Zinrai, regardless of race, gender, social class or religion, thereby fostering a positive atmosphere of teamwork, good morale and community spirit;

- (ii) A Brand Promoter shall strive to resolve business issues, including situations and disputes with other Brand Promoters, by emphasizing tact, sensitivity, and goodwill, taking care not to create additional problems;
 - (iii) Brand Promoters must be honest, responsible, professional, and conduct themselves with integrity;
 - (iv) Brand Promoters shall not make disparaging statements about Zinrai, other Brand Promoters, Zinrai officers, employees, contractors, suppliers or agents, services, or make statements that offend, mislead, or coerce others;
 - (v) Brand Promoters shall not represent Zinrai's services other than as an educational and information platform and service and under no circumstances shall a Brand Promoter represent that Zinrai, any Brand Promoter or Zinrai educator provides investment or trading advice or is affiliated with a broker or investment advisor; and
 - (vi) Brand Promoters shall not recommend brokers or investment advisors to Zinrai Customers or to other Brand Promoters.
- (b) Zinrai may take appropriate action against a Brand Promoter if Zinrai determines, in its sole unfettered discretion, that a Brand Promoter's conduct is detrimental, disruptive, or injurious to Zinrai or to other Brand Promoters.

1.4 Changes, Amendments, and Modifications

- (a) Because applicable laws, as well as the business environment, periodically change, Zinrai reserves the right to amend the Agreement and the prices for its services and services in its sole and unfettered discretion.
- (b) Any such amendment, change, or modification shall be effective following notice by one of the following methods:
 - i. Posting in the Brand Promoter back office and on www.Zinrai.com;
 - ii. Electronic mail (e-mail); or
 - iii. Any Zinrai communication channels or social media outlets (*i.e.*, Facebook, Instagram, Twitter and/or Zinrai App).

EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT REGARDING AMENDMENTS TO THE DISPUTE RESOLUTION AGREEMENT, CONTINUED PARTICIPATION AS A BRAND PROMOTER AFTER ZINRAI CHANGES THE BRAND PROMOTER AGREEMENT INCLUDING THESE POLICIES & PROCEDURES CONSTITUTES ACCEPTANCE OF THE CHANGES. IF A BRAND PROMOTER DOES NOT AGREE TO ANY CHANGES, THE BRAND PROMOTER MUST CANCEL THEIR BRAND PROMOTER AGREEMENT.

2.0 BASIC PRINCIPLES

2.1 Becoming A Brand Promoter

To become a Brand Promoter, an applicant must comply with the following requirements:

- (i) Be of the age of majority (not a minor) in the Brand Promoter's country, state, province, or territory of residence and at least 18 years old.
- (ii) Reside or have a valid address in the United States, U.S. territory, or a country wherein Zinrai operates its business.

- (iii) Have a valid taxpayer identification number (*i.e.*, Social Security Number, Federal Tax ID Number (TIN), federal business number, or proper personal identification number of the respective country);
- (iv) Provide an address, mobile phone number and e-mail address, on enrollment and updated thereafter, which is not in use or associated with any other Zinrai account and which may be verified by Zinrai on request.

2.2 New Brand Promoter Registration

- (a) A potential new Brand Promoter may self-enroll on any Brand Promoter or Sponsor's Zinrai replicated website by entering their personal information and accepting the terms of the Agreement.
- (b) A Brand Promoter may hold only one account with Zinrai. If an applicant enrolls creating an account listing a certain Sponsor and enrolls a second time listing a different Sponsor, only the first completed online enrollment will be accepted.

3.0 ZINRAI BRAND PROMOTER RESPONSIBILITIES

3.1 Correct Brand Promoter Information

- (a) It is the responsibility of the Brand Promoter to make sure at all times that Zinrai has the correct contact information for all correspondence and communications and that contact information is kept updated in their Brand Promoter account profile.
- (b) A Brand Promoter must allow up to seventy-two (72) hours for processing after any change to the information in the Brand Promoter's account profile has been received by the Zinrai Customer Service Team for such change to become effective.

3.2 Training and Leadership

- (a) Sponsoring Brand Promoters are encouraged to educate and train new Brand Promoters about Zinrai's products, services, effective sales techniques, the Compensation Plan, along with compliance with the Agreement, and any and all guidelines and amendments thereto implemented at that time.
- (b) Zinrai emphasizes and encourages all Brand Promoters to sell Zinrai's products and services to Customers. Brand Promoters are not compensated other than for sales to Customers. Commissions and bonuses are paid solely on sales of Zinrai products and services to Customers. No compensation is paid for recruiting new Brand Promoters.
- (c) Use of sales and marketing collateral. To promote the products, services, , and business opportunity Zinrai offers, Brand Promoters must use the sales and marketing collateral and support materials produced by Zinrai. If Brand Promoters develop their own sales and marketing collateral and promotional materials, which includes Internet advertising, those materials must comply with the Agreement including these Policies and Procedures and applicable law. All Brand Promoters shall safeguard and promote the good reputation of Zinrai and its products and services. The marketing and promotion of Zinrai, the Zinrai business opportunity, the Compensation Plan, and Zinrai products and services shall be consistent with applicable law, the terms of the Agreement and the Zinrai code of ethics, and must avoid all illegal, discourteous, deceptive, misleading, unethical or immoral conduct or practices.

3.3 Sponsorship

- (a) A Sponsor introduces Brand Promoters or Customers to Zinrai, helps them complete their enrollment, and may support and/or train those in their sales and marketing organization.
- (b) Zinrai recognizes the Sponsor as the name(s) shown on the first Brand Promoter online application submitted to Zinrai.
- (c) Zinrai recognizes that each new prospect has the right to ultimately choose their own Sponsor, but Zinrai will not allow Brand Promoters to engage in unethical sponsoring activities.
- (d) All Active Brand Promoters in good standing have the right to sponsor and enroll others into Zinrai. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Brand Promoter will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Brand Promoter who presented a comprehensive introduction to Zinrai products, services, or opportunities.
- (e) Zinrai may temporarily suspend a Brand Promoter's right to sponsor and enroll other Brand Promoters at any time in its sole discretion.

3.4 Unethical Sponsoring

- (a) Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition by attempting to acquire a prospect or new Brand Promoter away from a fellow Brand Promoter or influencing another Brand Promoter to transfer to a different Sponsor.
- (b) Allegations of unethical sponsoring must be reported in writing to the Zinrai Compliance Team within the first thirty (30) days of a new Brand Promoter's enrollment. If the reports are substantiated, Zinrai may, but is not obliged to, transfer the Brand Promoter or the Brand Promoter's downline to another Sponsor or organization and any such transfer may be effected without approval from the current up-line Sponsor or Placement Brand Promoters. Zinrai remains the final authority in such cases.
- (c) Zinrai prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the Zinrai Compensation Plan in order to trigger commissions or cause a promotion of a direct or indirect Brand Promoter in the sales and marketing organization in an unearned manner. One example of Stacking occurs when a Sponsor places Brand Promoter(s) under an inactive Brand Promoter lower in the Brand Promoter tree without that Brand Promoter's knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it may be addressed with measures up to and including the termination of the independent Brand Promoter positions of all individuals and/or entities found to be directly involved.
- (d) Should Brand Promoters engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Zinrai products or services such Brand Promoters bear the risk of being sued by the other company. If any lawsuit, arbitration, mediation, or other action is brought against a Brand Promoter relating to allegations that such Brand Promoter engaged in inappropriate sponsoring/recruiting activity of another company's sales force or customers, Zinrai will not pay, and will not be responsible for paying, any of the Brand Promoter's defense costs or legal fees, nor will Zinrai indemnify the Brand Promoter for any judgment, award, or settlement.

3.5 Cross Sponsoring/Recruiting Prohibition

- (a) For the purposes of this section, "Cross Sponsoring" or "Cross Recruiting" is defined as the enrollment into a different Line Of Sponsorship of an individual, or Business Entity, that already has a signed Brand Promoter Agreement. Actual or attempted Cross Sponsoring is not

allowed. If Cross Sponsoring is verified by Zinrai, sanctions up to and including termination of a Brand Promoter's position may be imposed. If a Brand Promoter Cross Sponsors, they must return to their original position or wait six (6) months before rejoining Zinrai.

- (b) Cross Recruiting Zinrai members into a Brand Promoter's organization may result in suspension, fines, and possible termination.
- (c) The use of a spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, federal business numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.
- (d) This policy does not prohibit the transfer of a Zinrai business in accordance with the Zinrai Sale or Transfer Policy set forth in these Policies and Procedures.

3.6 Solicitation for Other Companies or Services

- (a) During the term of the Agreement a Brand Promoter may participate in other direct sales, multilevel, network marketing, or relationship marketing business ventures or marketing opportunities, as long as they are for non-competing services, , or products. However, during the term of the Agreement and for one (1) year thereafter, a Brand Promoter may not solicit or recruit any fellow Brand Promoter or Customer to whom the Brand Promoter has marketed Zinrai products or services within the immediately prior two (2) years to (i) participate, personally or through any entity or other medium, in another multi-level marketing, network marketing, or other direct selling business opportunity (ii) to move their business away from Zinrai; or (iii) purchase products or services that are the same as or similar to, or competing with any Zinrai products or services unless expressly approved in writing by Zinrai.
- (b) For the purposes of this Section, the terms "sponsor" or "recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or indirectly) of another Brand Promoter or Customer to enroll or participate in any other direct sales or network marketing business opportunity . Such conduct represents recruiting even if the Brand Promoter's actions are in response to an inquiry made by another Brand Promoter or Customer. Any product or service in the same category as a Zinrai product or service is deemed to be competing (*i.e.*, any competing product or service regardless of differences in cost or quality).
- (c) Due to the nature of network marketing the parties to the Agreement agree that it is reasonable that the foregoing solicitation prohibition extends to all markets in which Zinrai conducts business.
- (d) All Customers solicited by a Brand Promoter for the promotion or sale of Zinrai products or services are deemed to be Customers of Zinrai and not of the Brand Promoter, whether or not the Brand Promoter originally introduced such Customer to Zinrai.
- (e) For the avoidance of doubt a Brand Promoter may sell non-competing products or services to Zinrai Customers and Brand Promoters that they personally sponsored but not to Customers and Brand Promoters not personally sponsored by them.
- (f) A Brand Promoter may not display or bundle Zinrai products or services in sales literature, on a website, or in sales meetings, with another business's services, products, in order to avoid confusing or misleading a prospective Customer or Brand Promoter into believing there is a relationship between Zinrai and non-Zinrai products or services.
- (g) A Brand Promoter may not promote or offer for sale a non-Zinrai business opportunity , , service, or product at any Zinrai-related meeting, event, seminar, or convention, or immediately prior to or following a Zinrai event.
- (h) A Brand Promoter may not be affiliated with a broker or investment advisor and bundle or associate Zinrai products or services with the services of a broker or investment advisor.
- (i) A violation of any of the provisions in this section shall constitute unreasonable and

unwarranted contractual interference between Zinrai and its Brand Promoters and would inflict irreparable harm on Zinrai and its Brand Promoters. In such event, Zinrai may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Brand Promoter or such Brand Promoter's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

4.0 AGREEMENTS & GENERAL UNDERSTANDINGS

4.1 Rights Granted

Zinrai hereby grants to the Brand Promoter a non-exclusive right, based upon the terms and conditions contained in the Agreement, to:

- (i) Promote and sell Zinrai products or services; and
- (ii) Sponsor new Brand Promoters and Customers in countries where Zinrai is currently operating or where Zinrai may operate in the future.

No feature of the Compensation Plan constitutes a personal purchase requirement to become a Brand Promoter, move up in rank in or otherwise fully participate in the Compensation Plan. No purchase is required at any time to participate in the Zinrai business opportunity as a Brand Promoter, outside of the initial and recurring administrative fee which is payable on enrollment and every twenty-eight (28) days thereafter, for the administrative support of the Brand Promoter's business, the Brand Promoter back office and support services.

4.2 Renewals and Expiration of the Brand Promoter Agreement

If the Brand Promoter allows their Brand Promoter account to become inactive due to non-payment of the administrative fees, the Brand Promoter will lose any and all rights to their downline organization during any period in inactive status unless and until the Brand Promoter reactivates the account.

- (i) If the former Brand Promoter re-activates the account within 28-days, Zinrai may permit the Brand Promoter to resume the rank and position held immediately prior to expiration. However, such Brand Promoter's paid-as level will not be restored unless the Brand Promoter qualifies at that payout level in the new month. The Brand Promoter is not eligible to receive commissions for the time period that the Brand Promoter's position was inactive.
- (ii) Any Brand Promoter who was terminated or has cancelled their account is not eligible to re-apply for a Zinrai business for six (6) months following the expiration of the Agreement except with the express written consent of Zinrai.
- (iii) The sales and marketing organization of a terminated or cancelled Brand Promoter account may at the option of Zinrai compress up to the immediate, Active Brand Promoter in the sales and marketing organization .

4.3 Effect of Cancellation

Following a Brand Promoter's cancellation for voluntary or involuntary termination, (collectively, a "Cancellation") such Brand Promoter:

- (i) Shall have no right, title, claim, or interest in any commission or bonus from the sales generated by the Brand Promoter's former sales and marketing organization or any other payments in association with the Brand Promoter's former position;
- (ii) Waives any and all claims to property rights or any interest in or to the Brand

- Promoter's former sales and marketing organization; and
- (iii) Shall receive commissions and bonuses only for the last full pay period in which the Brand Promoter was active prior to cancellation or termination, less any amounts withheld during any period of suspension or during an investigation preceding an involuntary cancellation, and less any other amounts owed to Zinrai including amounts Zinrai is entitled to deduct from commissions due to refunds made to Customers in the sales and marketing organization of the Brand Promoter.

Notwithstanding any other provisions of the Agreement the Brand Promoter shall not be entitled to any commission on any transactions concluded after the termination of the Agreement, regardless of whether such transactions are attributable to the Brand Promoter's efforts during the term of the Agreement.

4.4 Changes to Brand Promoter Account

- (a) A Brand Promoter may add a spouse or partner to the account or change the form of ownership from an individual to a Business Entity owned by the Brand Promoter by submitting a written request, accompanied by a new Brand Promoter Agreement completed and signed by the authorized representatives of the Business Entity and a Business Registration Form, if applicable, and any appropriate supporting documentation. Zinrai has the right, in its full and unfettered discretion, to accept or deny any such requests.
- (b) Zinrai may charge a fee of \$50 for the cost of administering a change to the Brand Promoter account in accordance with these Policies and Procedures.

4.5 Unauthorized Transfer and Re-Enrollment

In the event a Brand Promoter discovers that another Brand Promoter in their downline has re-enrolled under a different Brand Promoter, the Brand Promoter has ninety (90) days from the date the downline Brand Promoter enrolled under a new Brand Promoter to notify the Zinrai Compliance Team and request the downline Brand Promoter be transferred back to the Brand Promoter's downline. Upon the expiration of the ninety (90) day period, a Brand Promoter's right to reclaim a new Brand Promoter to the Brand Promoter's downline will be waived.

4.6 Change Organizations

- (a) A Brand Promoter may only transfer between Zinrai sales and marketing organizations, if they submit a letter of voluntary termination to the Zinrai Customer Service Team and remains inactive with, or in, Zinrai for six (6) months from the receipt by Zinrai of the request letter. After six (6) months the Brand Promoter will be eligible to re-enroll under a different Sponsor or receive a different Placement.
- (b) Zinrai retains the unfettered right and discretion to approve or deny any request to re-enroll after a Brand Promoter's termination.
- (c) If a Brand Promoter re-enrolls after voluntary termination, the Brand Promoter will be issued a new Zinrai ID number. The Brand Promoter will not be entitled to keep any former rank, sales and marketing organization, or rights to commission from any prior organization.

4.7 Voluntary Termination

- (a) A Brand Promoter may immediately terminate their position by submitting a written notice or e-mail to the Zinrai Compliance Team at compliance@zinrai.com or at support@zinrai.com. The written notice must include the following;

- (i) The Brand Promoter's intent to terminate their Brand Promoter account;
 - (ii) Date of termination;
 - (iii) Zinrai Identification Number; and
 - (iv) The Brand Promoter's signature.
- (b) A Brand Promoter may not use termination as a way to immediately change Sponsor and Placement. Instead, the Brand Promoter who has voluntarily terminated is not eligible to reapply for a position or have any financial interest in any Zinrai business for six (6) months from the receipt of the written notice of termination. They may also not promote Zinrai, hold themselves out as affiliated in any way with Zinrai or attend Zinrai events after termination.

4.8 Involuntary Termination

- (a) Zinrai reserves the right to suspend or terminate a Brand Promoter for any reason, including, but not limited to:
- (i) Violation by the Brand Promoter of any terms or conditions of the Agreement, including these Policies and Procedures in effect at the time the violation occurred or was discovered;
 - (ii) Violation by the Brand Promoter of any provision in the Compensation Plan;
 - (iii) Violation by the Brand Promoter of any applicable law, ordinance, or regulation affecting the Zinrai business;
 - (iv) The Brand Promoter engaging in unethical business practices or violating the Zinrai code of ethics; or
 - (v) If Zinrai ceases to do business in whole or in part, merges its business with a third party or restructures its business such that it ceases to offer the Zinrai business opportunity or ceases to sell its some or all of its products or services, globally, or specifically to residents of the country where the Brand Promoter is resident
 - (vi) If Zinrai is required to change its business model or products or services to comply with Applicable Law, court order or settlement of any action by a regulatory authority or agency.

Notwithstanding any other provisions of the Agreement a Brand Promoter shall not be entitled to any commission on any transactions concluded after the termination of the Agreement, regardless of whether such transactions are attributable to the Brand Promoter's efforts during the term of the Agreement.

- (b) Zinrai will notify the Brand Promoter in writing through the e-mail on file or by mail at the Brand Promoters last known address, of Zinrai's intent to suspend or terminate the Brand Promoter's position and the reasons for suspension or termination. Except where suspension or termination is pursuant to Section 4.9 (a) (v) or (vi), the Brand Promoter will have fifteen (15) calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for suspension or termination as stated in the notice. Zinrai will then have thirty (30) calendar days from the date of receipt of the Brand Promoter's response to render a final decision as to suspension or termination. During the notice period the Brand Promoter's account will be suspended and will not earn commissions under the Compensation Plan.
- (c) After the expiry of the notice period, if a decision is made by Zinrai to suspend or terminate the Brand Promoter's position, Zinrai will inform the Brand Promoter that the position is suspended or terminated effective as of the date of the notification.
- (d) Where justified by the gravity of the allegations against a Brand Promoter Zinrai may accelerate or omit any part of the process set out in this Section 4.9.

- (e) If the suspension or termination is not rescinded by Zinrai, the suspension or termination will be effective as of the date of the original notice. The former Brand Promoter shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Zinrai products or service. Zinrai will notify the Active Sponsor within ten (10) days after suspension or termination. The volume associated with the sales and marketing organization of a terminated Brand Promoter will “roll up” permanently to the next immediate active direct Sponsor on record.
- (f) The Brand Promoter who is involuntarily terminated by Zinrai may not reapply for a position, either under their present name or any other name or entity, without the express written consent of Zinrai,. In any event, such Brand Promoter may not re-apply for a position for twelve (12) months from the date of termination.

5.0 BUSINESS ENTITIES

5.1 Definition

- (a) A corporation, limited liability company or partnership (collectively referred to as a “Business Entity”) may apply to be a Brand Promoter.
- (b) A Brand Promoter may change their status under the same Sponsor from an individual to a partnership, limited liability company or corporation or from one type of Business Entity to another.

5.2 Independent Business Relationship; Indemnification for Actions

- (a) Brand Promoters are independent contractors acting in the capacity of wholly independent sales and marketing representatives who introduce retail customers to Zinrai products and services. Brand Promoter status, as such, does not constitute either a sale of a security, franchise, or a distributorship (exclusive or otherwise), and absolutely no fees have been or will be required from Brand Promoter for the right to market and sell Zinrai products or services pursuant to the Brand Promoter Agreement, outside of the initial and recurring Brand Promoter administrative fee. The Brand Promoter Agreement is not intended to and shall not be construed to create an employer-employee relationship, agency, partnership, or joint venture between Brand Promoter and any other participant in the Zinrai business opportunity. As independent contractors, Brand Promoters must: (i) comply with all applicable federal, state, provincial, and local laws, rules, and regulations pertaining to the Agreement, including the sale, distribution and advertising of Zinrai products and services, and (ii) at a Brand Promoter’s own expense, complete all filings, and obtain such licenses as are required by applicable city, county, federal, state, provincial, and local laws, rules, and regulations, with respect to the Agreement and the Brand Promoter’s activities as a Brand Promoter.
- (b) Brand Promoters have no authority to bind Zinrai to any obligation. It is each Brand Promoter’s responsibility to pay all income, local, or applicable taxes as an independent contractor, and Brand Promoters are not eligible for employee benefits, such as unemployment compensation, worker’s compensation, or minimum wages. Brand Promoters are responsible for setting their own hours and for supplying all of their own equipment and tools for operating their Zinrai business, such as telephones, transportation, professional services, office equipment, and supplies. Further, Brand Promoters should determine their own methods of sale, so long as they comply with the Agreement. Without limiting the foregoing, Brand Promoters shall be fully responsible for (i) all applicable federal, state and local withholding taxes, worker’s compensation contributions, license requirements, and fees

related to the Brand Promoter's earnings and activities as a Brand Promoter, and (ii) all expenses incurred in connection with the operation of the Brand Promoter's Zinrai-related businesses, including but not limited to travel, meals, accommodation, secretarial, office, telephone, and other business expenses.

- (c) The Brand Promoter is fully responsible for all of his, her, or its verbal and written communications made regarding Zinrai products and services, and the Compensation Plan. Brand Promoters shall indemnify and hold harmless Zinrai, its directors, officers, employees, contractors, suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by Zinrai as a result of the Brand Promoter's unauthorized representations or actions. This provision shall survive the termination of the Agreement.

5.3 Insurance

Zinrai encourages Brand Promoters to arrange insurance coverage for their business. A homeowner's insurance policy normally does not cover business related injuries, or the theft of, or damage to, inventory or business equipment.

6.0 POLICY VIOLATIONS

6.1 Reporting Policy Violation

A Brand Promoter who observes a policy violation by another Zinrai Brand Promoter should submit an e-mail to the Zinrai Compliance Team at compliance@Zinrai.com. Any and all violations should be reported directly to the Zinrai Compliance Team including the following:

- (i) The nature of the violation;
- (ii) Specific facts to support the allegations;
- (iii) Dates;
- (iv) Number of occurrences;
- (v) Persons involved; and
- (vi) Supporting documentation.

6.2 Adherence to the Zinrai Compensation Plan

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

6.3 Adherence to Laws and Ordinances

- (a) Many countries, cities, counties, and townships have laws and rules regulating certain home-based or online businesses. Brand Promoters must check their local laws and obey the laws and rules that apply to them.
- (b) A Brand Promoter shall comply with all federal, state, provincial, and local laws, regulations

- and licensing requirements relating to the conduct of the Brand Promoter's Zinrai business.
- (c) Brand Promoters are responsible for all fines and incur all liabilities for their actions that violate any laws, regulations, or ordinances.

6.4 Compliance with Applicable Income Tax Laws

- (a) A Brand Promoter accepts sole responsibility for, and agrees to pay all federal, state, provincial, and local taxes on any income generated as a Brand Promoter, and further agrees to indemnify Zinrai from any failure to pay such tax amounts.
- (b) If a Brand Promoter's business is requested to do so they shall provide Zinrai with their federal Tax Identification Number or federal Social Security Number or other tax identifier in writing or by uploading the same to the Brand Promoter profile in their Zinrai back office.
- (c) Zinrai encourages all Brand Promoters to consult with a tax advisor for additional information for their business.

6.5 One Zinrai Business Per Brand Promoter

A Brand Promoter may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, or beneficiary, or have management control of, only one (1) Zinrai business unless expressly authorized by Zinrai to operate or have an ownership or management interest in more than one (1) Zinrai business. Individuals of the same family unit, excluding spouses, may each enter into or have an interest in their own separate Zinrai businesses, only if each subsequent family position is placed frontload to the first family member enrolled. A "family unit" is defined as parents or dependent children living at or doing business at the same address. Each position must build their position separate and independent of the other or the position will be deemed to be Stacking.

6.6 Actions of Household Members or Affiliated Parties

If any member of a Brand Promoter's immediate household engages in any activity which, if performed by the Brand Promoter, would violate any provision of the Agreement, such activity will be deemed a violation by the Brand Promoter, and Zinrai may take disciplinary action pursuant to the Agreement against the Brand Promoter. Similarly, if any individual associated in any way with a Business Entity violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Zinrai may take disciplinary action against the Business Entity. Likewise, if a Brand Promoter enrolls in Zinrai as a Business Entity, each affiliated party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

6.7 Identification Numbers and Pay-Out

- (a) Zinrai pays commissions only to an e wallet account held in the name of the Brand Promoter. Each Brand Promoter will receive an invitation to activate their e wallet account on enrollment as a Brand Promoter and commissions shall not be paid or due until the Brand Promoter activates the e wallet account. The e wallet account is provided by a third-party provider and the Brand Promoter's use of the e wallet is subject to the terms and conditions of the third-party provider which shall be supplied to the Brand Promoter prior to e wallet account activation. Once Zinrai has transferred any commissions due to the Brand Promoter to the Brand Promoter's e wallet account Zinrai shall have no further liability to the Brand Promoter in respect of such funds.
- (b) Each Brand Promoter is required to provide their US federal Social Security Number or US Federal Tax Identification Number, if located in the United States or any of its territories, to Zinrai at the time Brand Promoter initiates a transfer of monies or earnings to the Brand

Promoter's wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a Pay-Out and Zinrai reserves the right to withhold Pay-Out from any Brand Promoter who fails to provide such information or who provides false information.

- (c) Upon enrollment, Zinrai will provide a Zinrai Identification Number to the Brand Promoter. This number will be used to place orders, structure the sales and marketing organization, and track commissions and bonuses.

6.8 Sell, Assign, or Delegate Ownership

- (a) A Brand Promoter may not sell or assign his, her, or its rights or delegate their position as a Brand Promoter without prior written approval by Zinrai. Any attempted sale, assignment, or delegation without such written approval may be voided at the unfettered discretion of Zinrai.
- (b) Should a sale be approved by Zinrai, the buyer will assume the position of the seller at the current qualified title of the position, at the current "paid as" rank, at the time of the sale and acquires the seller's downline.
- (c) To request authorization for the sale or transfer of a Zinrai Brand Promoter position, the following items must be submitted to the Zinrai Compliance Team:
 - (i) A Sale or Transfer Form properly completed, with the requisite signatures;
 - (ii) A certified or notarized copy of the executed sale agreement between the buyer and seller;
 - (iii) A Brand Promoter Agreement completed and signed by the buyer and proof of good standing;
 - (iv) Payment by the seller to Zinrai of the \$250 administration fee;
 - (v) Any additional supporting documentation requested by Zinrai.
- (d) A Brand Promoter who sells their position or their interest in a Business Entity that holds a Zinrai position is not eligible to re-enroll as a Brand Promoter in any Zinrai sales and marketing organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in the Agreement.

6.9 Separating a Zinrai Business

- (a) Pending a divorce or dissolution of a partnership or other Business Entity, the parties to the divorce or owners of the Business Entity must adopt one of the following methods of operation:
 - (i) One of the parties may, with the written consent of the other(s), operate the Zinrai business whereby the relinquishing spouse (which term herein means either an individual that is legally married or an individual that is party to a legally recognized common law relationship), shareholders, partners, or members authorize Zinrai to deal directly and solely with the other spouse, non-relinquishing shareholders, partners or members;
 - (ii) The parties may continue to operate the Zinrai business jointly on a "business as usual" basis, whereupon all compensation paid by Zinrai will be paid in the name designated as the Brand Promoter or in the name of the entity to be divided, as the parties may independently agree between them and notify to Zinrai in writing. If no name is stipulated, Zinrai will pay compensation to the name on record and in such event, the Brand Promoter named on the account shall indemnify Zinrai from any

claims from the other business owner(s) or the other spouse with respect to such payment.

- (b) Zinrai recognizes only one sales and marketing organization for a Brand Promoter, and Zinrai will issue only one commission payment per Zinrai business per commission cycle. Under no circumstances will the hierarchy of a sales and marketing organization be divided, nor will Zinrai split commissions and/or bonuses.
- (c) If a relinquishing spouse, partner or owner of the business has completely relinquished ("Relinquishing Party"), in writing, all rights to the original Zinrai business, they may immediately thereafter re-enroll under the Sponsor and Placement of their choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Brand Promoter or active Customer in their former organization, and must develop a new business in the same manner as any other new Brand Promoter. A Brand Promoter in the Relinquishing Party's former downline who wishes to transfer to the Relinquishing Party's new organization or to any other organization, must comply with the requirements of the Agreement.

6.10 Succession

- (a) The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- (b) Upon the death or incapacity of a Brand Promoter, the Brand Promoter's business may be passed on to their legal successors in interest (the "Successor"). Whenever a Zinrai business is transferred by will or other testamentary process, the Successor acquires the right to collect all bonuses and commissions of the deceased Brand Promoter's sales and marketing organization. The successor must:
 - (i) Provide evidence of entitlement to assume the position;
 - (ii) Complete and sign a new Agreement;
 - (iii) Comply with the terms and conditions of the Agreement; and
 - (iv) Meet all of the qualifications for the last rank achieved by the former Brand Promoter.
- (c) Bonuses and commissions of a Zinrai business transferred based on this Section 6.10 will be paid in a single transfer to the Successor. The Successor must establish an e-wallet account to which all bonus and commission payments will be sent.
- (d) If the business is bequeathed to joint devisees, except spouses ("Successors"), they must form a Business Entity and acquire a federal tax ID for the Business Entity. Zinrai will issue all bonuses and commission payments to the managing Business Entity only.
- (e) To affect a testamentary transfer of an Zinrai business, the Successor must provide the following to Zinrai Compliance Team;
 - (i) A certified copy of the death certificate; and
 - (ii) A notarized copy of the will or other appropriate legal documentation establishing the Successor's right to the Zinrai business.
 - (iii) A copy of the grant of probate or similar authorization if applicable.
- (f) To complete transfer of the Zinrai business because of incapacity, the Successor must provide the following to the Zinrai Compliance Team;
 - (i) A notarized copy of the documentation establishing the Successor's right to administer the Zinrai business; and
 - (ii) A completed Brand Promoter Agreement executed by the Successor.

- (g) If the Successor is already an existing Brand Promoter, Zinrai will allow such Brand Promoter to keep the Brand Promoter's own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Brand Promoter must have compressed (if applicable), sold or otherwise transferred either the existing position or the inherited position.
- (h) If the Successor wishes to terminate the Zinrai position, the Successor must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, grant of probate, appointment as trustee, and/or any other appropriate legal documentation.

7.0 DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action

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

7.2 Consequences and Remedies of Breach

Disciplinary actions for breach of the Agreement may include any one or more of the following:

- (i) Counselling the Brand Promoter on compliance;
- (ii) Monitoring a Brand Promoter's conduct to assure compliance;
- (iii) Issuance of a warning or requiring the Brand Promoter to take immediate corrective action;
- (iv) Withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Zinrai receives adequate additional assurances from the Brand Promoter to ensure future compliance;
- (v) Suspension from participation in Zinrai or Brand Promoter events, rewards, or recognition;
- (vi) Suspension of the Brand Promoter's position for one or more pay periods;
- (vii) Involuntary termination of the Brand Promoter's Agreement and position;
- (viii) Any other measure which Zinrai deems feasible and appropriate to justly resolve injuries caused by the Brand Promoter's Policy violation or contractual breach; or
- (ix) Legal proceedings for monetary or equitable relief.

7.3 Suspension Procedures

- (a) Zinrai may, but is not required to, follow the following suspension procedures (the "Discipline Policy"):
- (b) **First Violation: Counseling and initial warning.**

In the case of a first violation counseling and an initial warning provide an opportunity for the Zinrai Compliance Team to bring to the attention of the Brand Promoter the terms of the Agreement and the details of the specific violation, and to provide counseling on compliance with the Agreement. The Zinrai Compliance Team may describe expectations and steps the Brand Promoter must take to resolve the violation. Within three (3) days of an initial warning

notice, Zinrai's Compliance Team will determine if non-compliant material or other policy violation has been remediated. If so, the Zinrai Compliance Team may close the file. If not, the Zinrai Compliance Team may proceed to the Second Violation procedure.

(c) **Second Violation: Second warning and temporary suspension.**

Although it is hoped that the Brand Promoter will promptly correct the violation(s), Zinrai recognizes that this may not always occur. The second warning may indicate the seriousness of repeated violations and may prompt a temporary suspension of the Brand Promoter's account. During the suspension period, the Brand Promoter waives any and all rights to Pay-Out. Once the violation has been remedied the suspension may be lifted. The Brand Promoter may be subject to additional discipline up to and including termination if the violation is not remedied or further violations occur.

(d) **Third Violation: Termination.**

As described above, Zinrai will try to exercise the progressive nature of the Discipline Policy by first providing initial warnings, a final warning and suspension and commissions forfeiture before proceeding to termination; however, Zinrai reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. A Brand Promoter may be suspended or terminated without prior notice or disciplinary action. Zinrai treats the posting of non-compliant content on social media as a serious breach of the Agreement and will accelerate the disciplinary process for such breaches.

8.0 DISPUTE RESOLUTION

8.1 Grievances Between Brand Promoters

- (a) If a Brand Promoter has a grievance or complaint against another Brand Promoter regarding any practice or conduct relating to their respective Zinrai businesses, that Brand Promoter is encouraged to resolve the issue directly with the other party. If a resolution cannot be reached, it should be reported directly to the Zinrai Compliance Team as outlined below in this Section 8.
- (b) The Zinrai Compliance Team will be the final authority on settling any grievance or complaint between Brand Promoters in matters relating to the Zinrai business and its decision shall be final and binding on all Brand Promoters.
- (c) Zinrai will confine its involvement to disputes regarding Zinrai business matters only. Zinrai will not decide issues that involve personality conflicts or unprofessional conduct by or between Brand Promoters outside the context of a Zinrai business. These issues go beyond the scope of Zinrai and may not be used to justify a Sponsor or Placement change or a transfer to another Zinrai organization.
- (d) Zinrai does not consider, enforce, or mediate third-party agreements between Brand Promoters, nor does Zinrai provide names, funding, or advice for obtaining outside legal counsel.
- (e) Process for Grievances:
 - (i) The Brand Promoter should submit a letter of complaint (e-mail will be accepted) directly to the Zinrai Compliance Team. The letter shall set forth the details of the incident as follows:

- (A) The nature of the violation;
- (B) Specific facts to support the allegations;
- (C) Dates;

- (D) Number of occurrences;
- (E) Persons involved; and
- (F) Supporting documentation.

(ii) Upon receipt of the written complaint, Zinrai may conduct an investigation according to the following procedures:

- (A) The Zinrai Compliance Team may send an acknowledgment of receipt to the complaining Brand Promoter;
- (B) The Zinrai Compliance Team may provide a verbal or written notice of the allegation to the Brand Promoter under investigation. If a written notice is sent to the Brand Promoter, the Brand Promoter will have ten (10) business days from the date of the notification letter to present all information relating to the incident for review by Zinrai.
- (C) The Zinrai Compliance Team will investigate the complaint and consider submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
- (D) During the course of the investigation, the Zinrai Compliance Team may only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time.
- (E) Zinrai will make a final decision and timely notify the Brand Promoters involved.

8.2 Dispute Resolution Between Zinrai and Brand Promoters.

All disputes and claims arising under the Zinrai Policies & Procedures shall be settled in accordance with the dispute resolution procedures set out in the Brand Promoter Agreement terms and conditions.

9.0 PAYMENT OF COMMISSIONS & BONUSSES

9.1 Bonus and Commission Qualifications

- (a) A Brand Promoter must be active and in compliance with the Agreement to qualify for commissions. So long as a Brand Promoter complies with the terms and conditions set forth in the Agreement, Zinrai shall pay commissions to the Brand Promoter in accordance with this Agreement, the Compensation Plan and any amendments thereto.
- (b) Zinrai will not issue a payment, in any form, to a Brand Promoter without first receiving all administrative fees and a completed online enrollment.
- (c) Zinrai reserves the right to postpone commission payments until the cumulative amount of bonuses and commissions owed to a Brand Promoter exceeds \$50.00.

9.2 Computation of Commissions and Discrepancies

- (a) Commissions, bonuses, overrides, and achievement levels are calculated every twenty-eight (28) days.
- (b) A Brand Promoter must review their earnings in their back office promptly and report any discrepancies within thirty (30) days of receiving a commission payment. No additional requests will be considered after thirty (30) days.
- (c) For additional information on payment of commissions, please review the Compensation Plan.

9.3 Adjustments to Bonuses and Commissions for Returned Services or Brand Promoter Memberships.

- (a) A Brand Promoter receives commissions based on the actual sales of products and services to Customers. When products or services are canceled by a Customer and a refund is paid by Zinrai to a Customer, the commissions attributable to the refunded product or service will be deducted from account of the Brand Promoter who received commissions on such sales. Deductions will occur in the pay period in which the refund is given and continue every pay period thereafter until the adjusted commission is recovered.
- (b) In the event that a Brand Promoter terminates their position, and bonuses or commissions attributable to refunded products or services have not been fully recovered by Zinrai, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Zinrai to the terminated Brand Promoter.

If a Brand Promoter has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, the sales and marketing organization, orders or charges, the Brand Promoter must notify Zinrai in writing within thirty (30) days of the date the error or incident in question occurred. Any such errors, omissions or problems not reported within thirty (30) days shall be deemed waived by the Brand Promoter.

10.0 ORDERING SERVICES

10.1 General Product or Service Purchase Policies

- (a) “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or Business Entities without the knowledge of and/or completion of an online enrollment by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or Business Entity as an Brand Promoter or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Brand Promoters or Customers (“phantoms”); (d) purchasing Zinrai products or services on behalf of another Brand Promoter or Customer, or under another Brand Promoter’s or Customer’s ID number, to qualify for commissions or bonuses; and/or (e) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers. Inventory loading, defined as encouraging or requiring Brand Promoters to purchase more products or services than they can reasonably expect to sell or use, is strictly prohibited. Zinrai will monitor sales patterns and may require documentation of sales to end consumers.
- (b) Zinrai requires that Brand Promoters use their own payment method for purchases and shall not allow others to use their payment methods. A Brand Promoter shall not use another Brand Promoter’s or Customer’s credit card or debit account to enroll in Zinrai or purchase products or services without the account holder’s written permission.
- (c) Where a Brand Promoter’s payment method is invalid or payment cannot be processed, Zinrai will attempt to contact the Brand Promoter by phone, mail, or e-mail in order to obtain another form of payment. If these attempts are unsuccessful, any order related to the invalid payment method may be canceled.
- (d) Prices are subject to change upon prior notice, where required by applicable law, including but not limited to for Brand Promoters and customers residing in California, New York, other US states and countries with auto-renewal laws requiring advance notice of price changes.
- (e) Any errors or incorrect charges to a Brand Promoter payment method must be reported to Zinrai within three (3) calendar days from date of the transaction.

10.2 Sales to Customers

- (a) Sales to Customers must be made directly through a Brand Promoter's replicated website.
- (b) Brand Promoters must comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights afforded to consumers to return products or cancel services) .

10.3 Insufficient Funds

- (a) All electronic payments or payment methods that are declined for insufficient funds will be automatically re-submitted for payment.
- (b) Any outstanding balance owed to Zinrai by a Brand Promoter due to insufficient funds fees will be withheld by Zinrai from that Brand Promoter's future bonus and commission funds.
- (c) All transactions involving insufficient funds, which are not resolved in a timely manner by the Brand Promoter, constitute grounds for disciplinary sanctions or termination of the account.

10.4 Credit Card Purchases

- (a) Credit and debit card purchases may only be made by the individual whose name and address are on the credit or debit card. Any Brand Promoter who uses another individual's credit or debit card to pay for purchases risks having their Zinrai account suspended pending an investigation and resolution of any complaints regarding unauthorized charges. Zinrai considers such transactions fraudulent and will report them to the proper authorities.
- (b) If a Brand Promoter charges back any payments due to Zinrai, Zinrai may decline to accept further payments by credit card by that Brand Promoter until the disputed charges are resolved. If the disputed charges are found to be valid and/or the chargeback is found to be unreasonable and/or unjustified Zinrai may terminate the Brand Promoter's position. If an erroneous charge is applied to a Brand Promoter's credit card, the Brand Promoter should immediately contact the Zinrai Customer Service Team via e-mail at support@zinrai.com to initiate an investigation and resolution.

10.5 Sales Tax/VAT Obligation

- (a) The Brand Promoter shall comply with all federal and local tax laws and regulations governing the sale of Zinrai products and services.
- (b) Zinrai encourages each Brand Promoter to consult with a tax advisor for additional information for their business.
- (c) Zinrai may be required to charge and remit sales tax or VAT as applicable to various US states and U.S. territories and other countries in which Zinrai sells Products and services based on the retail price of products and services.

10.6 Refund Policy

- (i) Upon voluntary or involuntary termination, Brand Promoters may return all unused resalable product inventory and sales aids purchased within the previous twelve (12) months for a refund of not less than 90% of the original net cost, and less any applicable commissions or bonuses paid on those items. Shipping costs for returns shall be borne by the Brand Promoter unless otherwise required by law.
- (ii) All purchases are charged and refunded in U.S. Dollars. All refunds and exchanges will be made to the payment method used for the original purchase and will be refunded or exchanged in U.S. Dollars. Zinrai is not responsible for any losses due to fluctuating exchange rates.

11.0 ZINRAI OPPORTUNITY

11.1 Presentation of Compensation Plan – Income Claims

In presenting the Zinrai business opportunity to potential Brand Promoters, a Brand Promoter is required to comply with the following provisions:

- (i) A Brand Promoter shall not misquote or omit any significant material fact about the Compensation Plan.
- (ii) A Brand Promoter shall make it clear that the Compensation Plan is based upon sales of Zinrai products and services and not upon the sponsoring of other Brand Promoters.
- (iii) A Brand Promoter shall make it clear to all prospective Brand Promoters that success can be achieved only through substantial and diligent independent efforts and that a Brand Promoter may incur expense in operating their Zinrai business including initial and recurring administrative fees, event attendance, and travel expenses.
- (iv) A Brand Promoter shall not make income projections, claims, or guarantees while presenting or discussing the Zinrai business opportunity or Compensation Plan to prospective Brand Promoters. A Brand Promoter should inform all prospective Brand Promoters that success requires substantial work and that a Brand Promoter may incur expenses in operating their business such as travel costs, event attendance and Brand Promoter initial and recurring administrative fees. Income claims include, but are not limited to, copies of payment checks, bank statements, rank earnings, tax documents, trading profits, lifestyle claims, or photos (i.e., cash, exotic cars, yachts, etc.). Income claims are prohibited at events and/or posting on social media, websites, or videos. If found to have posted income or lifestyle claims on social media, a Brand Promoter will receive a warning to remove the post immediately. Repeated offenses will result in suspension or possible termination. If any income representation is made, it must be accompanied by a clear and conspicuous disclosure of the typical earnings of participants, as required by the FTC. All such disclosures must be pre-approved by Zinrai Compliance.
- (v) A Brand Promoter may not make any income or profit claims or show trading results based on or regarding products or services offered by Zinrai.
- (vi) A Brand Promoter may not recommend or be affiliated with brokers or investment advisors or make any claim that Zinrai is offering any products or services other than an educational platform, products and services.
- (vii) A Brand Promoter may not make any claim or infer that the Zinrai business opportunity or Compensation Plan can replace or exceed income impacted by Coronavirus Disease 2019 (COVID-19).

11.2 Events

- (a) Brand Promoters are limited to charging a reasonable seat charge per person for events to cover the cost of venue hire and associated out of pocket event costs.
- (b) All marketing materials created by a Brand Promoter to support a Brand Promoter event and all on stage content must comply with the Agreement including these Policies and Procedures and all applicable laws and regulations.

11.3 Trading Policies

- (a) Brand Promoters are strictly prohibited from selling Signals, Trading Bots, Auto-traders or taking investments to trade. Any violation of these will result in immediate termination.
- (b) Trading challenges or projected growth charts are prohibited.

11.4 Sales Requirements Are Governed by the Compensation Plan

There are no exclusive territories granted to any Brand Promoter. No franchise fees are applicable to a Zinrai business.

12.0 PROPRIETARY INFORMATION & TRADE SECRETS

12.1 Business Reports, Lists, and Proprietary Information

By enrolling as a Brand Promoter, Brand Promoters acknowledge that business reports, the identity and contact information of Customers, Brand Promoters, and potential Customers or Brand Promoters (including as available in SMS message and on group chats or channels), information about Zinrai's or a Brand Promoter's sales and marketing organization, and any other financial, technical or other information that is not generally known and/or is of a sensitive nature and that is circulated by Zinrai or pertains to the business of Zinrai, both written or otherwise, whether that information is received directly from Zinrai or from other Brand Promoters are confidential and proprietary information and trade secrets belonging to Zinrai. Such information shall be referred to collectively as "Zinrai Confidential Information and Trade Secrets."

12.2 Obligation of Confidentiality

Brand Promoters shall not use Zinrai's Confidential Information and Trade Secrets for any purpose other than to promote a Brand Promoter's Zinrai business. A Brand Promoter may never disclose Zinrai's non-public Confidential Information and Trade Secrets to anyone outside Zinrai without the written consent of Zinrai management. The Agreement prohibits the replication of Zinrai's or a Brand Promoter's sales and marketing organization in another network marketing company. This provision survives the termination of the Agreement. To reduce the risk of intentional or inadvertent misuse of Zinrai's Confidential Information and Trade Secrets, during the term of the Agreement and for a period of one (1) year after the termination or expiration of this Agreement Brand Promoters shall not:

- a. Use any information obtained from Zinrai or its affiliates (whether or not the Brand Promoter believes that it is Zinrai Confidential Information and Trade Secrets) to compete with Zinrai or for any purpose other than promoting a Brand Promoters Zinrai business; or
- b. Disclose to any person or entity any Confidential Information and Trade Secrets obtained from Zinrai or its affiliates during the life of this Agreement (whether or not the Brand Promoter believes that it is Zinrai Confidential Information and Trade Secrets).

12.3 Breach and Remedies

Brand Promoters acknowledge that Zinrai's non-public Confidential Information and Trade Secrets are of such character as to render them unique, and that disclosure or use thereof in violation of §12.1 *et seq.* will result in immediate and irreparable harm to Zinrai and to its Brand Promoter's Zinrai businesses. In addition to recovering any damages, Zinrai and its Brand Promoters will be entitled to expedited injunctive relief against any Brand Promoter who violates this provision in any action to enforce its rights under this Section 12. Zinrai may seek such injunctive relief on an expedited basis under the federal Defend Trade Secrets Act and/or the laws of the State of Florida. The prevailing party shall be entitled to an award of lawyer's fees, court costs and expenses.

12.4 Return of Materials

A Brand Promoter shall immediately return to Zinrai the original and all copies of all Zinrai Confidential Information and Trade Secrets in such person's possession upon (1) termination of the Agreement, or (2) demand by Zinrai.

13.0 PRIVACY POLICY

13.1 Introduction

All Brand Promoters shall adhere to applicable principles of confidentiality and data privacy and their use of the Zinrai website is subject to the terms of the Zinrai Privacy Policy ("Privacy Policy") published at the Zinrai.com website as amended from time to time. Without limiting the terms of this Section 13, all Brand Promoters must comply with applicable privacy laws governing the collection, use and disclosure of Customer and fellow Brand Promoter information.

13.2 Expectation of Privacy

- (a) Zinrai recognizes and respects the importance its Customers and Brand Promoters place on the privacy of their financial and personal information. Zinrai will safeguard the privacy of, and maintain the confidentiality of its Customers' and Brand Promoters' financial and account information and non-public personal information in accordance with the terms of its Privacy Policy.
- (b) By enrolling a Brand Promoter authorizes Zinrai to disclose their name and contact information to Upline Brand Promoters solely for activities related to the furtherance of the Zinrai business. Upline Brand Promoters hereby agree to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing their downline sales and marketing organization and conducting the Zinrai business.

13.3 Restrictions on the Disclosure of Account Information

Zinrai will not share non-public personal information or financial information about current or former Customers or Brand Promoters with third parties, except in accordance with the Agreement, the Privacy Policy, as permitted or required by laws and regulations, court orders, or to serve the Customers', or Brand Promoters' interests or to enforce its rights or obligations under the Agreement or with written permission from the account holder on file.

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

14.1 Displaying Services

A Brand Promoter may not re-brand electronically or otherwise any Zinrai products or services, information, materials or program(s) in any way. Zinrai products and services must only be sold through the Zinrai ecosystem of replicated websites, hosted on Zinrai servers.

14.2 Use of Company Names and Protected Materials

- (a) A Brand Promoter must safeguard and promote the good reputation of Zinrai and the products and services they market. The marketing and promotion of Zinrai, its products, services, the Zinrai business opportunity, and the Compensation Plan must be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- (b) All promotional materials supplied or created by Zinrai must be used in their original form and cannot be changed, amended or altered, except with prior written approval from the Zinrai Compliance Team.
- (c) The name of Zinrai, each of its product or service names and other names that have been adopted by Zinrai, in connection with its business are proprietary trade names, trademarks,

and service marks of Zinrai. As such, these marks are of great value to Zinrai and are licensed to Brand Promoters for their use only in an expressly authorized manner and in relation to their Zinrai business.

- (d) A Brand Promoter's use of the name "Zinrai" is restricted to protect Zinrai proprietary rights and to ensure that Zinrai protected names will not be lost or compromised by unauthorized use. Use of the Zinrai name in relation to any product, service, or strategy not produced or offered by Zinrai is prohibited except as follows:
 - (i) [Brand Promoter's name] Independent Zinrai Brand Promoter or Zinrai Independent Business Owner.
 - (ii) [Brand Promoter's name] Independent Brand Promoter of Zinrai.
- (e) Additional restrictions on the use of the Zinrai name include:
 - (i) Brand Promoters may list "Independent Zinrai Brand Promoter" in the white pages of the telephone directory and equivalent online directories under their own name.
 - (ii) Brand Promoters may not use the name Zinrai in answering their phone, creating an outgoing voice message, or in relation to the use of an answering service in such a way as to give the impression to a caller that they have reached Zinrai's corporate office. Brand Promoters may answer calls by describing themselves as an "Independent Zinrai Brand Promoter."
- (f) Certain photos and graphic images used by Zinrai in its advertising, packaging, and websites are the result of paid contracts with third parties that do not extend to or cover Brand Promoters. If a Brand Promoter wants to use such materials, they must negotiate individual contracts with the third parties for a fee.
- (g) A Brand Promoter shall not appear on, or make use of, television or radio or any other media to promote or discuss Zinrai or its programs, services, products, or the Zinrai business opportunity without prior written permission from the Zinrai Compliance Team.
- (h) A Brand Promoter may not produce for sale or distribution any recording or transcript of a Zinrai corporate event or speaker, nor may a Brand Promoter reproduce Zinrai corporate audio or video clips for personal use or sale without prior written permission from the Zinrai Compliance Team.
- (i) A Brand Promoter shall not promote non-Zinrai services, , or products in conjunction with Zinrai products or services on the same social media site or same advertisement without prior approval from Zinrai Compliance Team.
- (j) Brand Promoters may not make claims, including personal testimonials, relating to any products, or services offered by Zinrai, except as contained in official Zinrai literature. For avoidance of doubt, Brand Promoters are prohibited from making any claims that Zinrai products or services, or the Zinrai business opportunity, guarantee financial or investment growth, profits, or any other statement that could be understood to guarantee a return on investment. Brand Promoters are strictly prohibited from making any false, misleading, or unsubstantiated representations regarding the Zinrai business opportunity, typical earnings, or the nature and benefits of Zinrai products or services. All representations must be truthful, not misleading, substantiated at the time they are made and where appropriate adequately disclaimed.

14.3 Faxes and E-mail - Limitations

- (a) Except as provided in this section, a Brand Promoter may not use or transmit unsolicited e-mail, mass e-mail distribution, other commercial electronic messages, or “spamming” that advertises or promotes the operation of his, her, or its Zinrai business. The exceptions are:
 - (i) E-mailing any person who has given prior permission or invitation; and/or
 - (ii) E-mailing any person with whom the Brand Promoter has established a current business or personal relationship.
- (b) In all US states or U.S. or international territories or in other countries where prohibited by law, a Brand Promoter may not transmit, or cause to be transmitted through a third-party (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this Section 14.3.
- (c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
 - (i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
 - (ii) A clear return path or routing information;
 - (iii) The use of legal and proper domain name;
 - (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
 - (v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - (vi) The true and correct name of the sender, valid sender’s fax, or e-mail address, and a valid sender physical address;
 - (vii) The date and time of the transmission;
 - (viii) Upon notification by recipient of their request not to receive further faxed or e-mailed documents, a Brand Promoter shall not transmit any further documents to that recipient.
- (d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
 - (i) Use of any third-party domain name without permission; or
 - (ii) Sexually explicit materials.

14.4 Internet and Third-Party Website Restrictions

Promoters are encouraged to maintain an active online presence to promote Zinrai products and opportunities. However, all online activities must comply with these Policies and Procedures and applicable law. Brand Promoters may use personal blogs, and social media platforms to share information about Zinrai, provided they do not misrepresent the company or its products. Use of Zinrai's trademarks or copyrighted materials is prohibited.

- (a) Brand Promoters may use personal blogs, and social media platforms to share information about Zinrai, provided they do not misrepresent the company or its products. However, a Brand Promoter is prohibited from creating or registering any third-party website in order to promote, sell or advertise their Zinrai business. A Brand Promoter is prohibited to use or

attempt to register any of Zinrai's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Zinrai name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third-party websites, e-mail addresses, web pages, or blogs.

- (b) A Brand Promoter may not sell Zinrai products or services, or offer the business opportunity using "online auctions," such as eBay®, Amazon, Etsy or other external retail websites, or auction sites.
- (c) Social media sites may be used to market, sell, or offer to sell Zinrai products or services. Profiles a Brand Promoter generates in any social community where Zinrai is discussed or mentioned must clearly identify the Brand Promoter as an independent Zinrai Brand Promoter. When a Brand Promoter participates in any such communities, Brand Promoters must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. Zinrai reserves the right to determine what is considered acceptable within its sole and unfettered discretion. Brand Promoters who violate this provision may be subject to disciplinary action.
- (d) Banner ads and images used on websites must be current and must come from the official Zinrai website or social media outlet. If a link is provided, it must link to the posting Brand Promoter's replicated website.
- (e) Anonymous postings or use of an alias on any social media site is prohibited, and offending Brand Promoters may be subject to disciplinary action.
- (f) Brand Promoters may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Brand Promoters create, or leave, must be useful, unique, relevant and specific to the blog's article.
- (g) Brand Promoters must disclose their full name on all social media postings, and conspicuously identify themselves as an Independent Zinrai Brand Promoters for Zinrai.
- (h) Postings that are false, misleading, or deceptive are prohibited, including in relation to the Zinrai business opportunity, Zinrai's products or services, and/or a Brand Promoter's biographical information and credentials.
- (i) Brand Promoters are personally responsible for their postings and all other online activity, even if a Brand Promoter does not own or operate a blog or social media site.
- (j) Brand Promoters are responsible for any postings on any platform that the Brand Promoter owns, operates, or controls, regardless of who made the post.
- (k) As a Brand Promoter, it is important to not contact or participate in communications with any persons or entities that publish potentially negative post against a Brand Promoter or Zinrai. Negative posts should be reported to Zinrai at support@Zinrai.com. Responding to such negative posts may simply fuel a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Zinrai, and therefore damages the reputation and goodwill of Zinrai.
- (l) The distinction between a social media site and a third-party website may not be clear, because some social media sites are particularly robust, Zinrai therefore reserves the sole and exclusive right to classify certain social media sites as third-party websites which are herein prohibited.

- (m) If a Brand Promoter's Zinrai business is terminated for any reason, that Brand Promoter must discontinue using the Zinrai name, and all of Zinrai's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all social media sites. To the extent a Brand Promoter has posted on any social media or other Internet site identifying the Brand Promoter as affiliated with Zinrai, the Brand Promoter must immediately and conspicuously disclose on all such websites or social media sites that the Brand Promoter is no longer a Brand Promoter.
- (n) Failure to comply with the Agreement for conducting business online may result in the Brand Promoter losing their right to advertise and market Zinrai products, services, and the Zinrai business opportunity online in addition to any other disciplinary action available under the Agreement.

14.5 Testimonial Permission

Zinrai may use without compensation a Brand Promoter's testimonial or image and likeness in any and all corporate promotional materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the Zinrai business opportunity, a Brand Promoter waives any right to be compensated for the use of their testimonial or image and likeness even though Zinrai may be paid for items or sales materials containing such image and likeness. Any testimonial must represent the Brand Promoter's current, original, honest opinion, thoughts, beliefs, or experiences, based on the Brand Promoter's actual experience with Zinrai and any stated use of Zinrai products and services and be adequately disclaimed if appropriate. Brand Promoters agree to notify Zinrai immediately of any changes in their views expressed in the testimonial. Brand Promoters acknowledge and agree that a Brand Promoter's testimonial may appear in another Brand Promoter's advertising materials.

14.6 Telemarketing – Limitations

- (a) A Brand Promoter must not engage in telemarketing in relation to any activities performed for or in relation to Zinrai in breach of applicable laws, regulations and codes. The term "telemarketing" means the placing of one or more telephone calls or facsimile transmissions to any individuals or entities with the purpose of inducing those individuals or entities to purchase Zinrai products or services or to recruit them for the Zinrai business opportunity.
- (b) The United States federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on a "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future. Other national government agencies in countries outside of the United State may maintain similar registries.
- (c) While a Brand Promoter may not consider themselves a "telemarketer" in the traditional sense, regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on a "Do Not Call" registry could be a violation of the law. These regulations must not be taken lightly, as they carry significant penalties.
- (d) "Cold calls" or unsolicited calls/faxes made to prospective Customers or Brand Promoters in order to promote Zinrai products or services, or the Zinrai business opportunity is considered telemarketing and is prohibited.
- (e) A Brand Promoter shall not use automatic telephone dialing systems in the operation of their Zinrai businesses.
- (f) Failure to abide by the Agreement or applicable laws, regulations or codes regarding telemarketing may lead to sanctions against the Brand Promoter by Zinrai, up to and including

termination of the Brand Promoter. Violations of federal or state telemarketing laws, including the Telephone Consumer Protection Act (TCPA) and Do Not Call regulations, or similar international law or regulations may result in immediate termination of the Brand Promoter Agreement.

- (g) In the event a Brand Promoter violates this Section 14.6, Zinrai reserves the right to institute legal proceedings to obtain monetary or equitable relief.
- (h) Exceptions to Telemarketing Regulations. A Brand Promoter may place telephone calls or faxes to prospective Customers or Brand Promoters under the following limited situations:
 - (i) If the Brand Promoter has an established current business relationship with the prospect;
 - (ii) In response to the prospect's personal inquiry or application regarding a product or service offered by the Brand Promoter, but only for a period of three (3) months following that inquiry or application;
 - (iii) If the Brand Promoter receives written and signed permission from the prospect authorizing the Brand Promoter to call or fax;
 - (iv) If the call/fax is to family members, personal friends, and acquaintances. However, if a Brand Promoter makes a habit of collecting business cards from everyone, they meet and subsequently calls or faxes them, this may be considered a form of telemarketing that is not subject to this exemption;
 - (v) Brand Promoters engaged in calling "acquaintances," must make such calls or faxes on an occasional basis only and not as a routine practice.

15.0 INTERNATIONAL MARKETING

Each Brand Promoter shall comply with all applicable laws and regulations in the country, state or province where they are marketing the Zinrai products or services or the Zinrai business opportunity outside of the United States. Zinrai encourages international expansion and marketing efforts by Brand Promoters, provided that all activities comply with local laws and regulations. Brand Promoters are responsible for understanding and adhering to the legal requirements of the countries in which they operate.

16.0 ZINRAI GLOSSARY OF TERMS AND DEFINITIONS

ACTIVE BRAND PROMOTER: A Brand Promoter who is in good standing with respect to the Agreement and who satisfies the minimum sales volume requirements to be considered "active as defined in the Compensation Plan.

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

COMPLIANCE TEAM: The Zinrai Compliance Team which can be contacted at compliance@Zinrai.com.

CUSTOMER: An end consumer who purchases Zinrai products or services and does not engage in building a business or promoting the sale of Zinrai products or services.

CUSTOMER SERVICE TEAM: The Zinrai Customer Service Team, which can be contacted at: support@zinrai.com.

DOWNLINE: A Brand Promoter or Brand Promoters located beneath another Brand Promoter in any Zinrai sales and marketing organization network or genealogy.

SPONSOR OR SPONSORING BRAND PROMOTER: A Brand Promoter who enrolls a Customer, or another Brand Promoter into their Zinrai sales and marketing organization, and is named as the Sponsor in the sponsored Brand Promoter's online enrollment. The act of enrolling others and training them to become Brand Promoters is called "sponsoring."

BRAND PROMOTER: An individual or entity who actively promotes, markets and sells Zinrai products or services and who actively seeks and recruits others to do the same in accordance with the Agreement.

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

SALES AND MARKETING ORGANIZATION or GENEALOGY: The Customers and Brand Promoters located above or below a particular Brand Promoter in Zinrai's sales and marketing organizational structure.

ZINRAI MATERIAL: Literature, audio or video tapes, and/or any other materials developed, printed, published, or otherwise distributed by Zinrai, including to Brand Promoter and Customers.

PLACEMENT: A Brand Promoter's position inside their Sponsor's organization.

RECRUIT OR RECRUITING: The actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third-party, another Brand Promoter or Customer to enroll or participate in a multilevel marketing, network marketing, or direct sales business opportunity .

UPLINE: A Brand Promoter or Brand Promoters located above another Brand Promoter in any Zinrai sales and marketing organization or genealogy.

ZINRAI: Zinrai LLC, a limited liability company registered in Wyoming, USA.

Zinrai LLC

www.Zinrai.com

E Mail: support@zinrai.com

© 2025 Zinrai LLC. All rights reserved.