



“Codes of Conduct”

SECTION 1 INTRODUCTION

The Codes of Conduct ("Codes" or "COC") define as:

- Set of rules outlining the social norms and rules and responsibilities of, or proper practices for an Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business
- The rights, duties, and responsibilities of each Ultra Green Conglomerate Corp./Ultra Green Company/UGC Independent Affiliate ("UGCIA").

The terms and conditions of this relationship are set forth in:

- The Ultra Green Conglomerate Corp./Ultra Green Company/UGC Independent Affiliate ("UGCIA") Contract.
- The Pre-Registration Website, which include these Codes of Conduct.

The Objectives are:

- To ensure an equal opportunity for UGCIA's
- To secure and establish environment for a long-term and profitable Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business.
- To advocate unity and harmony among UGCIA's
- To protect the benefits of Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business & Marketing Plan fair for all UGCIA's.

The contents of these documents are changed from time to time. Ultra Green Conglomerate Corp./Ultra Green Company/UGC will notify the UGCIA of such changes.

SECTION 2 DEFINITIONS

Ultra Green Company: "Ultra Green Company" shall mean Ultra Green Conglomerate Corp.

UGC Starter Package: Sales aid and other materials that UGCIA's are required to possess in connection with acceptance by Ultra Green Conglomerate Corp./Ultra Green Company/UGC of their application and the UGCIA Contract.

UGC Business: The products, marketing, and compensation system offered by Ultra Green Conglomerate Corp./Ultra Green Company/UGC.

UGC Business Policies: The set of basic principles and associated guidelines, formulated and enforced by Ultra Green Conglomerate Corp./Ultra Green Company/UGC, to direct and limit its actions in pursuit of long-term goals.

Reseller's Business Orientation: The products, marketing, support and compensation system offered by Ultra Green Company.

UGC Products: All goods and services made available by Ultra Green Conglomerate Corp./Ultra Green Company/UGC.

UGCIA: Ultra Green Conglomerate Corp./Ultra Green Company/UGC Independent Affiliate, a promoter whose UGC Independent Affiliate Application Form/UGCIA Contract has been accepted by Ultra Green Conglomerate Corp./Ultra Green Company/UGC.

UGC Matching Bonus Commissions: The amount of money that an Ultra Green Conglomerate Corp./Ultra Green Company/UGC Independent Affiliate receives based on their matching sales bonus that he or she has obtained individually or by their team/s.

Sponsor: A UGCIA who introduces a Client into the Ultra Green Conglomerate Corp./Ultra Green Company/UGC affiliate program.

Sign-Up: A UGCIA who is enlisted by a registered UGCIA sponsor.

Reseller: A Reseller is another way to describe an Ultra Green Conglomerate Corp./Ultra Green Company/UGC Independent Affiliate, which is identified by a UGCIA unique number.

Retail Price: The mandated price charged to the customer, higher than the UGCIA discounted price.

Client: A potential Ultra Green Conglomerate Corp./Ultra Green Company/UGC customer or Independent Affiliate.

Encoding: These are the products being purchased by the UGCIA's under the UGCIA's account. All case or product purchases will only be encoded under the UGCIA accounts under the same name (maximum of three accounts).

SECTION 3 HOW TO BECOME A UGCIA

3.1 UGC Starter Package: An applicant must buy a corresponding number of products, sign the application form either offline or online so as to be encoded.

3.2 Requirements:

- A UGCIA must be at least 18 years of age otherwise he/she must submit a parental consent waiver together with the application.
- Must not be engaged in another Direct Selling/MLM Company OF THE SAME NATURE OR PRODUCT upon duration of membership.
- Must not have been terminated for breach of contract under a previous Distributorship from another company or Distributorship with another Ultra Green Conglomerate Corp./Ultra Green Company/UGC independent affiliate.
- Must not be an employee of a Direct Selling/MLM company at the time of the initial application or during the term of his or her authorization as a UGCIA. Failure to disclose such information will be subject to immediate termination.
- Must not be a person serving an imprisonment sentence or otherwise confined to any correctional institution or have a previous conviction record for an offense relation to production (and/or) trading of counterfeit goods, false advertisement, illegal conduct of business, tax evasion (or) deception of customers, or an offense relation to deceptive appropriation of assets, abuse of trust to appropriate assets (or) unlawful possession of assets.

3.3 Acceptance or Rejection of UGCIA Application/UGCIA Contract or Renewal: Ultra Green Conglomerate Corp./Ultra Green Company/UGC reserves the right to accept or reject UGCIA Application/ UGCIA Contract. Likewise, Ultra Green Conglomerate Corp./Ultra Green Company/UGC reserve the right to refuse any Renewal request and can revoke the Membership if a UGCIA's activities have not been in accordance with the Codes of Conduct or if the UGCIA is not in Good Standing or has not complied with the requirements of Rule 3.2

3.4 Date of Membership: The date of membership as an UGCIA is when the UGCIA Application/UGCIA Contract has been processed by Ultra Green Conglomerate Corp./Ultra Green Company/UGC.

SECTION 4

DUTIES AND RESPONSIBILITIES OF ALL ULTRA GREEN COMPANY INDEPENDENT AFFILIATE (UGCIA)

4.1 Acknowledge by Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business Polices/Revision/Duty of Good Faith: UGCIA's must adhere strictly to the guidelines, procedures and policies stated in the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business Policies of which these Codes of Conduct are a part.

4.2 Retail Stores: No UGCIA shall permit UGC products or services to be sold in retail establishments that would sell products and services below the UGCIA mandated member's price to the public.

4.3 E-Commerce Platform: No UGCIA is allowed to sell in online selling platforms such as Shopee, Lazada, Carousell, Amazon and the likes. Violation of this shall be subject to sanctions as stated in Section 10 of this Code of Conduct under selling on prohibited E-Commerce platform.

4.4 Social Media: UGCIA's are allowed to sell in their personal social media accounts such as Instagram, Facebook and Facebook Page.

- The usage of other member's photos without the owner's written consent and any alteration found to be in violation of the company's rules and policies will result to a warning and fine/penalty upon conclusion of a proper investigation as stated in Section 10.
- The naming of digital accounts purposely made for the sale and distribution of UGC products shall be subjected to the rule below:

When naming your physical store and/or your digital storefront/account/page/website, it is prohibited to use the words 'Ultra Green Company', 'Ultra Green Coffee', 'Ultra Green Company Main', 'Ultra Green Coffee Main', 'Ultra Green Company Official', 'Ultra Green Coffee Official', 'UGC Main', 'UGC Official Account', 'UGC', or any variation of the aforementioned that might be misleading to our customers and fellow distributors. These names are reserved for the brand's official pages and are thus under the exclusive use of the management.

Examples of prohibited names are the following:

- Ultra Green Coffee
- Ultra Green Company
- Ultra Green Coffee Main
- Ultra Green Coffee Official
- Ultra Green Coffee Official Account
- Ultra Green Company Official Account
- Ultra Green Company Main
- Ultra Green Company Official
- Ultra Green Coffee Company Main
- Ultra Green Coffee Company Official
- UGC
- UGC Official
- UGC Main
- UGC Official Account

Affiliates, however, can still use 'Ultra Green Company', 'Ultra Green Coffee', 'UGC', or a variation as part of the name of their physical stores and/or digital accounts, as long as it does not go against the rule. An example of a recommended name is one that follows this format:

ULTRA GREEN COFFEE/ULTRA GREEN COMPANY/UGC + area of jurisdiction

(Examples: 'Ultra Green Company Pampanga', 'Ultra Green Coffee Taguig City', 'UGC Taiwan')

- If you have inquiries or you would like to consult whether the name you plan to use conforms to the rule, please do not hesitate to message the Management through its official hotline and email.

4.5 Retail Price: No UGCIA shall sell/retail below the mandated retail price. Violation of this rule shall be subject to sanctions as stated in Section 10 of this Code of Conduct. Any promos are subject to the review and discretion of the Management before being released to the public. Selling any UGC product below the SRP or at an unauthorized discount will result in a warning, and if persistent, a TOTAL BAN from taking part in any transactions with the company. The price may be allowed to increase due to shipping costs and other operational expenses. This is at the Affiliate's own discretion.

4.6 True and Exact: No UGCIA shall make any offer to sell any UGC products or services which are not true and exact as to price, grade, quality, performance, and availability.

4.7 Repackaging: UGCIA's may not repackage products, change the content of products or otherwise change or alter any of the packaging labels of Ultra Green Conglomerate Corp./Ultra Green Company/UGC products or services.

4.8 Compliance with Applicable Rules and Regulations: UGCIA's shall comply with all rules and regulations, including but not limited to, memorandum instructions, policies and procedures, terms, that apply to the operation of their Membership wherever their business may be conducted.

4.9 Professionalism: All UGCIA must be courteous, honest and responsible when dealing with individuals or other companies in the business environment and online. Any form of disrespect to UGC management and its members through social media or any other outlet will be grounds for fines/penalties or suspension as stated in Section 10 of this Code of Conduct.

4.10 Franchises and Territories: No UGCIA shall represent to anyone that there are exclusive franchises or territories available under the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Sales and Marketing Plan.

4.11 Interference in another UGCIA's Membership; Encouragement: It is a breach of the Codes of Conduct or the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business Policies for a UGCIA to interfere or attempt to interfere with another UGCIA's Membership.

4.12 Retail Effort Rule: Ultra Green Conglomerate Corp./Ultra Green Company/UGC pays commission under the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Sales and Marketing Plan based on sales to end consumers.

4.13 Unsolicited E-mail Messages: No UGCIA shall send, transmit, or otherwise communicate any unsolicited electronic mail messages in whatever format to persons with whom the UGCIA does not have a pre-existing personal or business relationship. (This includes, but is not limited to, sending e-mails, postings in news groups, mass SMS messages (Short Messaging System) purchased mailing lists, "safe lists", or other lists of individuals or entities with which the UGCIA does not have a relationship.)

4.14 Fundraising: No UGCIA shall use UGC products in conjunction with any type of fundraising activity.

4.15 Ultra Green Company/UGC Sales and Marketing Plan Manipulation: No UGCIA shall manipulate the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Sales and Marketing Plan or rewards volume in any way which results in the payment of commission or other awards and recognition that have not been earned in accordance with the terms of the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Sales and Marketing Plan.

4.16 Personal/Business Information Update: All UGCIA's are responsible for communicating any updates or changes to their personal information (e.g., name, address, and telephone numbers, etc.) or business information (e.g., change of business status, etc.) to Ultra Green Conglomerate Corp./Ultra Green Company/UGC.

4.17 Proprietary Information: Ultra Green Conglomerate Corp./Ultra Green Company/UGC is the exclusive owner of all Proprietary Information, which is derived and maintained by Ultra Green Conglomerate Corp./Ultra Green Company/UGC. All UGCIA's shall maintain Proprietary Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality.

4.18 Presentation Rules: The content of the presentations which include or support the promotion of the retailing of Ultra Green Company products and services, or the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Sales and Marketing Plan. UGCIA's shall not exaggerate income representations by relating it to or incorporating it with other income and suggesting that it is the result of building the Ultra Green Conglomerate Corp./Ultra Green Company/UGC business.

4.19 Returns & Refunds: Products can be returned or exchanged within 7 days from date of purchase. As for all UGC Starter Packages, the Membership Card should be unopened, unencoded and still in its unused state. The management shall replace any product deemed defective and compromised only upon reporting of the said defect through email and upon the conduct of a thorough investigation. All reports regarding defective and/or compromised product/s must contain the following information: Product Name / Lot No. / Mfg. and Best Before Date / Source of Purchase / Reason for Complaint / Supporting image/s. Failure to provide complete details will void the claim of a defective product. When a claim is proven legitimate, the defective product will be returned to the Main Office.

SECTION 5

DUTIES AND RESPONSIBILITIES OF ALL SPONSORS

5.1 Responsibilities and Obligations of Sponsors: A UGCIA who engages in sponsoring activity or who sponsors a UGCIA shall:

- Train and empower the sponsored UGCIA in accordance with Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business Policies.
- Ensures that the UGCIA whom they have personally sponsored and down the line of those sponsored, fully comply with the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Codes of Conduct.
- Encourage UGCIA's whom they have personally sponsored and down the line of those sponsored, to attend official Ultra Green Conglomerate Corp./Ultra Green Company/UGC meetings and functions.
- Explain the responsibilities and obligations of an UGCIA under the UGCIA Contract, including the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business Policies

- Support and comply with the Codes of Conduct and educate and assure that other UGCIA's whom they have personally sponsored and down the line.
- All UGCIA Sponsor should discuss the Terms and Conditions stated in the application form before sign-up.

SECTION 6 ENCODING

- It is the responsibility of every UGCIA to make sure that all case repurchases (product/s) are encoded to its corresponding UGCIA's accounts. Hence maximum of three (3) accounts under the same name.
- Relatives/next of kin will be treated as a separate entity as they have their own accounts.
- **Indiscriminate negligence of policies in this Section will automatically result to account deactivation and forfeiture of all rewards (e.g. Sodexo) and shall be obligated to pay back ALL claimed rewards which can either be paid in cash or deducted from commission checks by Ultra Green Company/UGC.**

SECTION 7 PROTECTION OF THE LINE OF SPONSORSHIP

7.1 Preservation of the Line of Sponsorship: The sale of an ownership interest in a Membership, transferring a Membership, requires prior approval by Ultra Green Conglomerate Corp./Ultra Green Company/UGC. This approval shall be at Ultra Green Conglomerate Corp./Ultra Green Company/UGC's sole discretion.

- The transfer of a UGCIA, with or without his/her personally sponsored and down the line of those sponsored, moves the sponsorship of that Membership from one UGCIA to another.
- When a UGC Starter Package is sold, such Membership shall remain in the same position in the Line of Sponsorship.
- Transfers may not be used to strategically, manipulatively or artificially restructure any part of the Line of Sponsorship.

7.2 Individual Transfers: An individual transfer involves the transfer of a UGCIA without any of his/her sponsored UGCIA's, without limiting or restricting in any way Ultra Green Company's powers and discretion under Section 6.1 above:

- Any UGCIA who wants to change Sponsors must submit a written request to Ultra Green Conglomerate Corp./Ultra Green Company/UGC accompanied by (1) A written release signed by all the UGCIA's uplines. (2) A written acceptance from the new Sponsor. The written acceptance by the new Sponsor above confirms that they will incur all responsibilities of the transferring UGCIA.
- Ultra Green Conglomerate Corp./Ultra Green Company/UGC will also contact any International Sponsor and Matching Bonus recipient and will allow 30 days for comment.

7.3 Group Transfers: A group transfer involves the transfer of a UGCIA with all or some of his/her personally sponsored and down the line of those sponsored. Without limiting or restricting in any way Ultra Green Conglomerate Corp./Ultra Green Company/UGC's powers and discretion under 6.1

7.3.1 A UGCIA who wishes to transfer to a different Sponsor with all or part of his/her personally Sponsored and down the line of those sponsored, must submit a written request to Ultra Green Conglomerate Corp./Ultra Green Company/UGC accompanied by the written consent from all down line UGCIA's, who wish to transfer, and all UGCIA's who are qualified.

- Ultra Green Conglomerate Corp./Ultra Green Company/UGC will then allow 14 days for comment.

7.3.2 The transfer request must be accompanied by written consent of all those UGCIA's, including those internationally sponsored who the transferring UGCIA wishes to take him/her and the written acceptance of the UGCIA in the line of sponsorship to which the requester wants to be transferred.

- Ultra Green Conglomerate Corp./Ultra Green Company/UGC will also contact any International Sponsor and international Matching Bonus recipient and will allow 30 days for comment.

7.4 Six Months Inactivity: A UGCIA who wishes to terminate (by resignation or failure to extend) his or her Membership under his or her present Sponsor and who thereafter becomes inactive for a period of six (6) or more consecutive months shall cease to be an authorized UGCIA and may, following the lapse of said inactive period, apply as new UGCIA under a new Sponsor

- **Definition of Inactivity:** Inactivity for purposes of this Rule shall mean that during the period of inactivity, the UGCIA shall be completely inactive which means such UGCIA shall not have purchased products or services of Ultra Green Conglomerate Corp./Ultra Green Company/UGC as a UGCIA for personal use or to sell. UGCIA shall not have presented the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Sales and Marketing Plan to any Prospect and shall not have attended any recruiting, training or motivational meeting conducted by any UGCIA or any Ultra Green Conglomerate Corp./Ultra Green Company/UGC sponsored meetings.
- **Consequence of Inactivity:** In consequence of the six (6) months inactivity, the UGCIA's commission check account shall be suspended and has two months to reactivate by making a repurchase or signing-up a new affiliate. Failure to do so within the allotted eight (8) months will result to PERMANENT TERMINATION of the said account.

7.5 One Year Inactivity: A UGCIA who transfers to or who following six (6) or more months of inactivity applies for sponsorship under a Sponsor in a different Line of Sponsorship pursuant to the provisions of this Rule, may not be sponsored by UGCIA who was previously above him/her in the original Line of Sponsorship unless at least two (2) years have elapsed since the termination of his or her Distributorship.

7.6 Corrective Action: If any provisions to this Rule are violated, Ultra Green Conglomerate Corp./Ultra Green Company/UGC may take corrective action, which may include, but is not limited to, the termination of the violating UGCIA's Membership, and transfer of his or her former personally sponsored and down line of those sponsored and/or the Business Volume generated during the period of violation to the appropriate Line of Sponsorship.

SECTION 8

PRESENTATION OF THE ULTRA GREEN COMPANY/UGC SALES AND MARKETING PLAN

8.1 Must not Give Misinterpretation: Always give good impression when inviting a prospect to hear an orientation of the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Sales and Marketing Plan, a UGCIA shall neither directly nor indirectly:

- Give the impression that the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Sales and Marketing Plan relates to an employment opportunity
- Disguise the invitation as a "market survey"
- Promote the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business Opportunity as a business relationship with a person, company, or organization other than Ultra Green Conglomerate Corp./Ultra Green Company/UGC
- Directly or indirectly indicate that such products are merely one line of products distributed through or as a part of a brokerage, consignment, or intermediary business operated by a person, company, or organization other than Ultra Green Conglomerate Corp./Ultra Green Company/UGC;
- Directly or indirectly indicate that the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business Opportunity, UGCIA or products and services merchandised through Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business Opportunity as defined in the Code of Conduct

8.2 Must not Upload Online: Ultra Green Conglomerate Corp./Ultra Green Company/UGC uses a person to person business model hence, preserving the integrity of the personal RBO approach. A UGCIA should NEVER upload the Reseller's Business Orientation (RBO) material as a whole or any part of it on any digital platform or social media (e.g. YouTube, Vimeo, Instagram, Facebook, Twitter and the likes).

8.3 First Contact with Prospects: It is a breach of the Code of Conduct or the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business Policies for a UGCIA to mislead or fail to inform a Prospect the nature of the UGCIA activities and, therefore, at the first contact with Prospects, a UGCIA must:

- Introduce himself by name
- Truthfully and honestly represent the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Sales and Marketing Plan, its products and/or service
- Make himself/herself known as an Ultra Green Conglomerate Corp./Ultra Green Company/UGC Independent Affiliate
- Appropriately identify Ultra Green Company/UGC and the UGCIA's relationship to Ultra Green Company/UGC
- Indicate the purpose of contact, namely the sale of Ultra Green Company/UGC products and services and/or the introduction of the prospect to the Ultra Green Company/UGC Business Opportunity; and
- Truthfully and honestly respond with full transparency and candor to any questions that the Prospect has concerning the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business Opportunity, Ultra Green Company/UGC products and services, the UGCIA or Ultra Green Company/UGC.

8.4 Sponsorship Ethics: In seeking participation of a prospect in the Sales and Ultra Green Conglomerate Corp./Ultra Green Company/UGC Marketing Plan, the sponsoring UGCIA must:

- Must not say that a successful Membership can be built in the form of a "wholesale buying club", where the only products bought and sold are those transferred to other UGCIA's for their personal use.
- Must not say that there is no requirement for the retail sale or marketing of products by UGCIA's
- Must not say that the business is a "get-rich-quick" opportunity in which it is easy to achieve success with little or no expenditure of effort or time. In the event that another UGCIA is used as an example of success, that UGCIA's success must be verifiable and substantiated.
- As a general rule, should the spouse join Ultra Green Conglomerate Corp./Ultra Green Company/UGC as an Independent Affiliate, he/she shall automatically be under the spouse's sales team. In the event of this happening with or without the knowledge of the Sponsor, the Affiliate has the right to make necessary changes upon presentation of proper legal documents such as marriage contract/certificate.
- Must not use any broadcast communication methods including mass mailings, telemarketing, national or international advertising, radio, television, facsimile services, or any other means by which person to person contact is not present to secure Clients or to solicit the sale of products.
- All new UGCIA will require full payment upon delivery of the products (or through other transaction methods, e.g. "pay-first-then-deliver" or "installment payments", depending on an agreement between the new affiliate and the Sponsor facilitating the entry). Ultra Green Conglomerate Corp./Ultra Green Company/UGC waives any liability from losses incurred by transacting with fraudulent Affiliates. To avoid such an event from happening, it is important that all Affiliates to follow Section 7.2 and 7.3 as indicated in this Code of Conduct.
- A UGCIA must not misrepresent the relationship between and any Ultra Green Conglomerate Corp./Ultra Green Company/UGC other company affiliated with Ultra Green Conglomerate Corp./Ultra Green Company/UGC.

8.5 No Exclusive Territories: No UGCIA shall represent that there are exclusive territories available. It is a breach of the terms of UGCIA Contract to make such a representation.

SECTION 9

USE OF THE ULTRA GREEN CONGLOMERATE TRADE NAME, TRADEMARKS AND COPYRIGHTED MATERIALS

Ultra Green Conglomerate Corp./Ultra Green Company/UGC values your help in spreading the word about sustainability reporting by referencing Ultra Green Conglomerate Corp./Ultra Green Company/UGC and Ultra Green Company/UGC Materials. Ultra Green Company/UGC's Trademark and Copyright Policy ensures neutrality and consistency in all communications about Ultra Green Company/UGC. Ultra Green Conglomerate Corp. trademarks and copyrighted materials including Ultra Green Company Logo can be used after obtaining prior written permission from Ultra Green Conglomerate Corp.

This rule has been developed to maintain the integrity of Ultra Green Conglomerate's intellectual property and to ensure that the Ultra Green Company/UGC brand will be available exclusively for the Ultra Green Conglomerate Corp./Ultra Green Company/UGC Business.

SECTION 10

BREACH OF CONTRACT; SANCTIONS

Sanctions: In the event that Ultra Green Conglomerate Corp./Ultra Green Company/UGC at its sole discretion determines that there has been a breach of the Code of Conduct or the Ultra Green Company/UGC Business Policies by a UGCIA, Ultra Green Conglomerate Corp./Ultra Green Company/UGC may take one or more of the following actions:

- Impose fines/penalties;
- **SELLING BELOW RETAIL PRICE:** UGCIA will be sent a warning with a penalty of \$100 or 5,000 pesos or a suspension of six (6) months with a written notice at his/her specified address or by some other suitable or electronic means (email notification) or via sms or as allowed by law upon conclusion of proper investigation. Repeating the same offense will result to TOTAL BAN or REVOKE/DEACTIVATE ACCOUNT upon conclusion of proper investigation;
- **SELLING ON PROHIBITED E-COMMERCE PLATFORMS** such as Shopee, Lazada, Carousell, Amazon and the likes will be subject to a warning with a penalty of \$100 or 5,000 pesos. The UGCIA will be sent an email notification or via sms, **FAILURE TO COMPLY/DISREGARD** after repeating the same offense will result to PERMANENT ACCOUNT DEACTIVATION upon conclusion of proper investigation;
- Require the UGCIA to attend training;
- Suspend specific authorizations under the distributorship, such as by way of example and without limitation, the UGCIA opportunity to Sponsor, to claim matching bonus checks, to purchase or sell Ultra Green Company/UGC products and services, or to conduct similar activities associated with the Ultra Green Company/UGC Business;
- Require refund of Ultra Green Conglomerate Corp./Ultra Green Company/UGC commission;
- Remove the UGCIA as a Sponsor of any down the line UGCIA also called "de-sponsoring" and/or restrict the UGCIA's authority to Sponsor others;

No Waiver: The failure of Ultra Green Conglomerate Corp./Ultra Green Company/UGC to take any action upon learning of a breach or potential breach shall not constitute a waiver of Ultra Green Conglomerate Corp./Ultra Green Company/UGC's rights to assert such a breach in the future.

Suspension: Ultra Green Conglomerate Corp./Ultra Green Company/UGC reserves the right to determine the specific terms of each Suspension on a case to case basis. In the event of any breach of contract by a UGCIA, Ultra Green Conglomerate Corp./Ultra Green Company/UGC may take action to suspend some or all of the UGCIA's privileges under the Membership, including but not limited to:

- Withholding commission for payment of higher award monies pending final resolution of the matter; and/or
- Suspending authorization to conduct sponsoring activity (sponsoring, recruiting meetings, training sessions, home presentations, etc.); and/or
- Suspend invitations to company-sponsored seminars,
- Conduct reorientation and retaining meetings; and/or require that UGCIA's provide Ultra Green Conglomerate Corp./Ultra Green Company/UGC with recordings of their Ultra Green Conglomerate Corp./Ultra Green Company/UGC Sales and Marketing Plan presentations.

Actions of Termination: Upon termination for any cause whatsoever, the UGCIA shall:

- Cease to identify himself/herself as a UGCIA.

SECTION 11

DEATH AND INHERITANCE

Death and Inheritance: Upon the death of a UGCIA, the Sponsor of the deceased shall take the responsibility of informing the management and the appointed beneficiary. The UGCIA's interest in the Membership may be passed on to a relative or other designated person, subject to the laws on succession and Ultra Green Conglomerate Corp./Ultra Green Company/UGC's acceptance of the assignment of the Membership pursuant to Section 3. Therefore, the original UGCIA must make proper arrangements during their lifetime for the orderly and legal transfers of ownership of their Membership to

their heirs. This is to ensure that down the line UGCIA's will continue to receive proper service, training, empowerment and growth.

SECTION 12

ABANDONMENT

Abandonment: When a Member is giving up or renunciation of his interest, claim, appeal, privilege, possession, or right, Ultra Green Conglomerate Corp./Ultra Green Company/UGC may assign or Dissolve Membership.

No Limitation on Ultra Green Conglomerate Corp./Ultra Green Company/UGC: Ultra Green Conglomerate Corp./Ultra Green Company/UGC, however, is in no way limited to any of the above methods of disposition of an Ultra Green Conglomerate Corp./Ultra Green Company/UGC business and may exercise complete discretion as to methods and/or timing of disposition.