

NOVAGENNIX LLC CODE OF CONDUCT

Effective Date: November 1, 2025

Last Revised: April 1, 2026

1. PURPOSE AND SCOPE

This Code of Conduct (“Code”) establishes mandatory standards of behavior for all Members (“Member(s)”). This Code is incorporated into, and forms a legally binding part of, the NovaGennix LLC Policies & Procedures, Member Agreement, and Compensation Plan (collectively, the “Agreement”).

By enrolling as a Member, you agree to comply with this Code. Violations may result in disciplinary action, including suspension or termination.

2. INDEPENDENT CONTRACTOR STATUS

Members are independent contractors and not employees, agents, partners, or legal representatives of NovaGennix.

Members shall not:

- Represent themselves as employees or authorized agents of NovaGennix
- Bind the company to any obligation or agreement
- Make statements that imply corporate authority

3. COMPLIANCE WITH LAWS AND REGULATIONS

Members must comply with all applicable laws and regulations, including but not limited to:

- Federal Trade Commission (FTC) Act and advertising guidelines
- Food and Drug Administration (FDA) regulations
- State consumer protection and privacy laws, including California (CCPA/CPRA)
- Anti-spam laws (CAN-SPAM Act)
- Truth-in-advertising and endorsement disclosure rules

Failure to comply constitutes a material breach of this Agreement.

4. PROHIBITED CLAIMS

4.1 Income Claims

Members shall not:

- Guarantee or imply guaranteed income or financial success
- Represent NovaGennix LLC as a “get rich quick” opportunity
- Use unapproved income claims or lifestyle representations

All income representations must:

- Be truthful, typical, and substantiated
- Reference the official NovaGennix LLC Income Disclosure Statement (IDS)

4.2 Product & Health Claims

Members shall not:

- Represent products as diagnosing, treating, curing, or preventing any disease
- Make unsubstantiated health or scientific claims
- Misrepresent product efficacy or results

All claims must comply with FDA and FTC requirements and use approved company materials.

5. ETHICAL SALES PRACTICES

Members agree to:

- Promote products based on genuine value and customer need
- Refrain from deceptive, misleading, or high-pressure sales tactics
- Avoid inventory loading (requiring or encouraging excessive purchases)
- Ensure compensation is primarily driven by bona fide retail sales

6. MARKETING AND ADVERTISING COMPLIANCE

Members shall:

- Use only company-approved marketing materials, branding, and messaging
- Clearly disclose their independent Member status in all promotions
- Comply with FTC endorsement guidelines, including:

- Clear and conspicuous disclosure of financial interest

Members shall not:

- Create unauthorized websites, domains, or misleading social media pages
- Bid on restricted trademarks or misrepresent affiliation with NovaGennix
- Engage in false or misleading digital advertising practices

7. NON-SOLICITATION AND CROSS-RECRUITING

Members shall not:

- Recruit or attempt to recruit NovaGennix LLC Members into another network marketing or direct sales opportunity
- Solicit NovaGennix LLC customers or Members for competing products or services
- Engage in cross-line recruiting within NovaGennix LLC

This obligation remains in effect during Membership and for [6–12 months] following termination.

8. DATA PRIVACY AND CONFIDENTIALITY

Members must:

- Comply with all applicable data privacy laws (including CCPA/CPRA where applicable)
- Collect, use, and store personal data only for legitimate business purposes
- Implement reasonable safeguards to protect personal and sensitive data

Members shall not:

- Sell, share, or misuse customer or Member data
- Disclose confidential company information, including:
 - Genealogy reports
 - Compensation details
 - Trade secrets or business strategies

9. INTELLECTUAL PROPERTY

All NovaGennix LLC trademarks, logos, content, and materials are the exclusive property of NovaGennix.

Members may not:

- Use intellectual property without express written permission
- Modify or create derivative works from official materials
- Register domains, social handles, or business names that include NovaGennix LLC branding

10. INVENTORY LOADING & BONUS BUYING PROHIBITION

Members shall not:

- Purchase or encourage others to purchase products in unreasonable quantities solely to qualify for bonuses or rank advancement
- Manipulate compensation through artificial transactions or self-consumption schemes

NovaGennix LLC reserves the right to audit accounts and adjust commissions accordingly.

11. DISCIPLINARY ACTIONS AND ENFORCEMENT

NovaGennix LLC reserves the right, in its sole discretion, to enforce this Code.

Disciplinary actions may include:

- Warning or notice of violation
- Suspension of Member privileges
- Forfeiture of commissions or bonuses
- Termination of Membership
- Legal action, where applicable

Serious violations (including regulatory breaches, fraud, or reputational harm) may result in immediate termination without prior notice.

12. REPORTING VIOLATIONS

Members are encouraged to report suspected violations to NovaGennix LLC Compliance at:

Email: customerservice@novagennix.com

All reports will be reviewed confidentially to the extent permitted by law.

13. AMENDMENTS

NovaGennix LLC reserves the right to amend this Code at any time. Updated versions will be effective upon publication and incorporated into the Agreement.

Continued participation as a Member constitutes acceptance of any revisions.

14. ACKNOWLEDGMENT AND AGREEMENT

By enrolling and/or continuing as a NovaGennix Member, you acknowledge that:

- You have read, understood, and agree to comply with this Code of Conduct
- You understand that compliance is a condition of your Membership
- You accept that violations may result in disciplinary action, including termination and legal consequences