

NovaGennix LLC

Policies & Procedures Manual

Effective Date: November 1, 2025

Last Revised: April 1, 2026

SECTION 1 — INTRODUCTION

1.1 Purpose

These Policies & Procedures (“Policies”) govern the conduct of all NovaGennix LLC Members (“Members”) and form a legally binding part of the Member Agreement, Compensation Plan, and all related documents (collectively, the “Agreement”).

1.2 Acceptance

By enrolling or participating as a Member, you agree to comply with these Policies.

1.3 Amendments

NovaGennix LLC reserves the right to amend these Policies at any time. Updates are effective upon notice via official company channels.

SECTION 2 — DEFINITIONS

- **Member:** Independent contractor authorized to market products and participate in the Compensation Plan
- **Customer:** End consumer purchasing products
- **Sponsor:** Member who enrolls another Member
- **Downline Organization:** Network of Members sponsored directly or indirectly
- **Commissionable Volume (CV):** Volume used to calculate commissions

SECTION 3 — INDEPENDENT CONTRACTOR STATUS

Members are independent contractors.

Members may not:

- Represent themselves as employees, partners, or agents
- Bind NovaGennix LLC to contracts or obligations
- Open bank accounts, incur debt, or act on behalf of the company

SECTION 4 — ENROLLMENT & ELIGIBILITY

4.1 Requirements

To become a Member, an individual must:

- Be at least 18 years old
- Provide accurate and complete information
- Agree to all NovaGennix LLC Agreements

4.2 Business Entities

Entities (LLC, corporation) may enroll with proper documentation.

4.3 One Account Rule

Individuals may hold only one Member account unless expressly approved.

SECTION 5 — CODE OF CONDUCT

All Members must adhere to the NovaGennix LLC Code of Conduct, including:

- Truthful representation of products and income opportunity
- Compliance with FTC, FDA, and applicable laws
- Ethical sales practices and customer-first behavior

Violations constitute a material breach of the Agreement.

SECTION 6 — INCOME & PRODUCT CLAIMS COMPLIANCE

6.1 Income Claims

Members must not:

- Guarantee income

- Use misleading lifestyle claims
- Represent NovaGennix LLC as a “get rich quick” opportunity

All claims must reference the official Income Disclosure Statement (IDS).

6.2 Product Claims

Members must not:

- Make medical claims (diagnose, treat, cure, prevent disease)
- Misrepresent product effectiveness

All statements must align with approved company materials.

SECTION 7 — MARKETING & ADVERTISING

7.1 Approved Materials

Members must use only company-approved content.

7.2 Social Media Compliance

Members must:

- Clearly disclose their relationship
- Avoid misleading claims or testimonials

7.3 Prohibited Activities

Members may not:

- Create unauthorized websites or marketing funnels
- Use NovaGennix LLC trademarks improperly
- Engage in deceptive SEO or paid advertising practices

SECTION 8 — RETAIL SALES REQUIREMENT

NovaGennix LLC is a retail-driven business.

- Compensation must be based on genuine product sales to customers

- Members may not qualify for commissions solely through personal purchases
- NovaGennix LLC reserves the right to verify retail activity

SECTION 9 — INVENTORY LOADING & BONUS BUYING

Members may not:

- Purchase excessive inventory to qualify for bonuses
- Encourage others to do so

The company may:

- Adjust commissions
- Reject orders
- Audit accounts

SECTION 10 — CROSS-SPONSORING, NON-SOLICITATION & ETHICAL RECRUITMENT POLICY

10.1 Purpose

To protect the integrity of the NovaGennix network and align with the Direct Selling Association Code of Ethics.

10.2 Definitions

- **Cross-Sponsoring:** Enrolling or attempting to enroll an existing Member into another position
- **Predatory Recruitment:** Deceptive or coercive recruiting practices
- **Solicitation:** Any attempt to recruit or influence

10.3 Prohibition of Cross-Sponsoring

Strictly prohibited. Members may not:

- Recruit existing NovaGennix Members into another team
- Encourage Sponsor changes
- Manipulate genealogy

10.4 Circumvention Prohibited

Includes:

- Fake accounts
- Use of third parties
- Duplicate enrollments

10.5 Non-Solicitation

During membership and for **12 months after termination**, Members may not:

- Recruit NovaGennix Members into other opportunities
- Interfere with another Member's business

10.6 Predatory Recruitment Prohibited

Includes:

- Misrepresentation
- Disparagement
- Financial inducements to switch
- Use of confidential lists

10.7 Digital Conduct

Prohibited:

- Indirect recruiting posts targeting other distributors
- Funnel systems aimed at competitor teams

10.8 Enforcement

Violations may result in:

- Suspension
- Termination
- Loss of commissions

SECTION 11 — DATA PRIVACY & CONFIDENTIALITY

Members must comply with:

- U.S. privacy laws
- California Consumer Privacy Act (CCPA/CPRA)

Members must:

- Protect personal data
- Use data only for business purposes

Members may not:

- Sell or misuse data
- Share genealogy or internal reports

SECTION 12 — INTELLECTUAL PROPERTY

All NovaGennix LLC materials are proprietary.

Members may not:

- Modify branding
- Register domains using NovaGennix LLC name
- Create unauthorized derivative materials

SECTION 13 — PAYMENT, COMMISSIONS & TAXES

13.1 Commissions

Paid according to the Compensation Plan.

13.2 Adjustments

NovaGennix LLC may:

- Correct errors
- Adjust commissions for returns or violations

13.3 Taxes

Members are responsible for:

- All federal, state, and local taxes
- Reporting income

SECTION 14 — RETURNS & REFUNDS

Must align with NovaGennix LLC Return Policy:

- Customers entitled to satisfaction guarantees
- Returns may result in commission reversals
- Abuse of return policy may result in disciplinary action

SECTION 15 — DISCIPLINARY ACTIONS

NovaGennix LLC may take action for violations, including:

- Warning
- Suspension
- Commission forfeiture
- Termination
- Legal action

Severe violations may result in immediate termination.

SECTION 16 — TERMINATION & RESIGNATION

16.1 Voluntary Resignation

Members may cancel at any time.

16.2 Involuntary Termination

May occur due to:

- Policy violations
- Fraud or misconduct

16.3 Effects of Termination

Upon termination:

- Loss of all rights and commissions

- Removal from network
- Continued enforcement of certain obligations (confidentiality, non-solicitation)

SECTION 17 — DISPUTE RESOLUTION

17.1 Arbitration

All disputes shall be resolved through **binding arbitration**.

17.2 Class Action Waiver

Members waive the right to participate in class actions.

17.3 Governing Law

These Policies shall be governed by the laws of the State of Nevada, USA.

SECTION 18 — LIMITATION OF LIABILITY

NovaGennix LLC shall not be liable for:

- Indirect or consequential damages
- Loss of profits or business opportunities

Liability is limited to the amount paid to the Member in the preceding 12 months.

SECTION 19 — INDEMNIFICATION

Members agree to indemnify and hold NovaGennix LLC harmless from:

- Violations of laws
- Misconduct
- Unauthorized claims or representations

SECTION 20 — FORCE MAJEURE

NovaGennix LLC is not responsible for delays caused by events beyond its control (natural disasters, supply chain disruptions, etc.).

SECTION 21 — ENTIRE AGREEMENT

These Policies, along with the Compensation Plan and Member Agreement, constitute the entire agreement.

SECTION 22 — SEVERABILITY

If any provision is found invalid, the remaining provisions remain in full force.

SECTION 23 — WAIVER

Failure to enforce any provision does not constitute a waiver.

SECTION 24 — CONTACT INFORMATION

Compliance Department:
customerservice@novagennix.com