

Policies and Procedures

Effective May 08, 2017

SECTION 1 - TERMS OF USE

1.1 - Policies and Procedures - Terms of use

These Policies and Procedures, in their present form and as amended at the sole discretion of Yellow Network Corporation (hereafter “BizBiz” or the “Company”), are incorporated into, and form an integral part of, the BizBiz License Program. Throughout these Policies and Procedures, when the term “Agreement” is used, it collectively refers to the BizBiz License Application and Agreement, these Policies and Procedures, the BizBiz Reward Plan, BizBiz Terms of Service, and BizBiz Terms and Conditions. These documents are incorporated by reference into the BizBiz License Agreement (all in their current form and as amended by BizBiz). It is the responsibility of each Licensee to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When bringing a new Licensee, it is the responsibility of the sponsoring Licensee to ensure that the applicant is provided with, or has online access to, the most current version of these Policies and Procedures, the BizBiz BizBiz Reward Plan, BizBiz Terms of Service, and BizBiz Terms and Conditions prior to his or her execution of the Licensee Agreement.

1.2 - Purpose of Policies

BizBiz is a direct sales company that markets its products through Licensees.

BizBiz Licensees are required to comply with all of the Terms and Conditions set forth in the Agreement which BizBiz may amend at its sole discretion from time to time, as well as all international, federal, state, and local laws governing their BizBiz business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this manual carefully. It explains and governs the relationship between you, as an Independent Contractor and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from your sales manager.

1.3 - Changes to the Agreement

Because international, federal, state, and local laws, as well as the business environment, periodically change, BizBiz reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By accepting the terms of the Licensee Agreement, a Licensee agrees to abide by all amendments or modifications that BizBiz elects to make. Amendments shall be effective upon notice to all Licensees that the Agreement has been modified. Notification of amendments shall be published in official BizBiz materials. The Company shall provide or make available to all Licensees a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail) (3) inclusion in Company periodicals; (4) inclusion in Product orders or Bonus payments; or (5) special mailings. The continuation of a Licensee’s BizBiz business or a Licensee’s acceptance of Bonuses or Commissions constitutes acceptance of any and all amendments.

1.4 - Delays

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

1.5 - Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of BizBiz to exercise any right or power under the Agreement or to insist upon strict compliance by a Licensee with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of BizBiz's right to demand exact compliance with the Agreement. Waiver by BizBiz can be effectuated only in writing by an authorized officer of the Company. BizBiz's waiver of any particular breach by a Licensee shall not affect or impair BizBiz's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Licensee. Nor shall any delay or omission by BizBiz to exercise any right arising from a breach affect or impair BizBiz's rights as to that or any subsequent breach.

The existence of any claim or cause of action of a Licensee against BizBiz shall not constitute a defense to BizBiz's enforcement of any term or provision of the Agreement.

SECTION 2 - BECOMING A Licensee

2.1 - Requirements to Become a Licensee

To become a BizBiz Licensee, each applicant must:

- Be of the age of majority in his or her country of residence;
- Have a valid Government's Identification Card;
- Apply for a License covering an area not covered by any other active License;
- Agree to the BizBiz terms and conditions.

The Licensee will be accepted the date in which BizBiz informs her/him that a License has been assigned.

2.2 - Objectives of the Agreement

BizBiz grants a Licensee for the use of the brand, the image and application of the Licensing System and the Licensee accepts it in order to make use of the brand and image and application of the Licensing System. The marketing of the License requested and chosen by the Licensee will be conducted in the manner accepted by the Licensee , starting on the date of acceptance.

2.3 - Product Purchases

A Licensee is not required to purchase BizBiz Products or Services to participate in the License Program. As Licensee he/she will have unlimited UbiZ codes to commercialize in the License area while the License remains active with the monthly maintenance quote up to date.

The monthly maintenance quote is calculated based in the population of the License area and is an agreement between BizBiz and the Licensee signed prior the License is approved.

2.4 - Licensee Benefits

Once a Licensee Application and Agreement has been accepted by BizBiz, all the benefits of the License Program will be available to the new Licensee. These benefits include the right to:

- Sale of BizBiz products and services;
- Participate in sales training conducted by BizBiz professionals;
- Introduce others as new Licensees and receive a one-month extension of your License;
- Receive periodic BizBiz publications and other communications from BizBiz;
- Participate in promotional and incentive competitions and programs sponsored by BizBiz for its Licensees;
- Receive a personal corporate eMail address. (a US\$ 1.50 monthly payment apply).

SECTION 3 - OPERATING A BIZBIZ BUSINESS

3.1 - Adherence to the BizBiz Compensation Plan

Licensees must adhere to the terms of the BizBiz License Program and shall not offer this program through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official BizBiz literature. Licensees shall not require or encourage other current or prospective Customers or Licensees to participate in BizBiz in any manner that varies from the program as set forth in official BizBiz literature. Licensees shall not require or encourage other current or prospective Customers or Licensees to execute any agreement or contract other than official BizBiz agreements and contracts in order to become a BizBiz Licensee. Similarly, Licensees shall not require or encourage other current or prospective Customers or Licensees to make any purchase from, or payment to, any individual or other entity to participate in the BizBiz License Program other than those purchases or payments identified as recommended or required in official BizBiz literature.

3.2 - Advertising

3.2.1 - General

All Licensees shall safeguard and promote the good reputation of BizBiz and its Products. The marketing and promotion of BizBiz Products and Services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the Products and Services, Licensees may only use the sales aids and support materials produced by BizBiz or materials that have received prior written approval from BizBiz's compliance department.

BizBiz Licensees may not sell sales aids to other BizBiz Licensees. Therefore, Licensees who receive authorization from BizBiz to produce their own sales aids may make the sales aids available to other Licensees free of charge, but may not sell such sales aids to any other BizBiz Licensee.

3.2.2 - Associate Web Sites

If a Licensee desires to utilize an Internet web page to promote his or her business, he or she may do so only through an official BizBiz replicated website.

3.2.3 - Domain Names

Licensees may not use or attempt to register any of BizBiz's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name.

3.2.4 - Trademarks and Copyrights

BizBiz will not allow the use of its trade names, trademarks, designs, or symbols by any person, including BizBiz Licensees, without its prior, written permission. Licensees may not produce for sale or distribution any recorded Company events and speeches without written permission from BizBiz nor may Licensees reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

3.2.5 - Media and Media Inquiries

Licensees must not attempt to respond to media inquiries regarding BizBiz, its Products or Services. All inquiries by any type of media must be immediately referred to BizBiz's Marketing Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

3.2.6 - Unsolicited Email

BizBiz does not permit Licensees to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act.

BizBiz.mobistrictly prohibits any form of spamming (Spam) or massive unsolicited email linking to the functioning of the BizBiz , its products or services or with the intent to acquire referrals; in accordance with the BizBiz Policies and to protect the right of others. BizBiz shall have zero tolerance for Licensees who disregard this prohibition. Spamming (Spam) consists of sending unsolicited email messages to any recipient with whom you do not have a personal or professional relationship. Licensees are not authorized to send emails unless such emails comply with all the applicable and existing legislations and regulations, in every place where the emails are produced; such legislations include but are not limited to, the federal CAN SPAM Act.

3.2.7 - MediaAdvertising

The BizBiz is the only one entitled to either advertise in the media or use its corporative image. Any program or form of diffusion the Licensees may want to use must be expressly authorized in a written manner. Such authorization requires a prior analysis of the proposal and may either be granted or denied. Under no circumstances, shall BizBiz promote the opportunity of its business, products and services as employment agency and therefore, prohibits its Licensees to make such display. Licensees have direct and personal responsibility toward third parties for any contravening conduct.

3.2.8 - The BizBiz License Program, products and services do not require governmental approval or authorization, either of employees or organizations. Therefore, Licensees may not declare that such programs, products or services have special approval, authorization, or any type of governmental verification, to benefit before a customer or third party.

3.2.9 - Trademarks and Copyrights

BizBiz will not allow the use of its trade names, trademarks, designs, or symbols by any person, including BizBiz Licensees, without its prior, written permission. Associates may not produce for sale or distribution any recorded BizBiz events and speeches without written permission from BizBiz or may Licensees reproduce for sale or for personal use any recording of BizBiz -produced audio or video tape presentations.

3.3 - Unauthorized Claims and Actions

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

3.4 - Trade Shows, Expositions and Other Sales Forums

Licensees may display and/or sell BizBiz Products or Services at trade shows and professional expositions. Before submitting a deposit to the event promoter, Licensees must contact the Licensee Service department in writing for conditional approval, as BizBiz's policy is to authorize only one BizBiz business per event. Final approval will be granted to the first Licensee who submits an official advertisement of the event, a copy of the contract signed by both the Licensee and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Marketing Department. BizBiz further reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its Products, Services. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image BizBiz wishes to portray.

3.5 - Conflicts of Interest

3.5.1 - Non-solicitation

BizBiz Licensees are free to participate in other business ventures or marketing opportunities (collectively "network marketing"). However, during the term of this Agreement, Licensees may not directly or indirectly recruit other BizBiz Licensees or Customers for any network marketing business. Following the cancellation of the Licensee Agreement, and for a period of six calendar months thereafter.

3.5.2 - Sale of Competing Goods or Services

Licensees must not sell, or attempt to sell, any competing non-BizBiz programs, Products or Services to BizBiz Customers or Licensees. Any program, Product or Service in the same generic categories as BizBiz Products or Services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

3.5.3 - Licensee Participation in a Direct Selling Programs

If a Licensee is engaged in a direct selling program, it is the responsibility of the Licensee to ensure that his or her BizBiz business is operated entirely separate and apart from any other program.

3.6 - Errors or Questions

If a Licensee has questions about or believes any errors have been made regarding Bonuses or charges, the Licensee must notify BizBiz in writing within 24 hrs of the date of the purported error or incident in question. BizBiz will not be responsible for any errors, omissions or problems not reported to the Company.

3.7 - Identification

All Licensees are required to provide a Government's ID Number to BizBiz on the Licensee Application and Agreement. Licensees in India must also provide a PAN Identification Number. Upon enrollment, BizBiz will provide a unique Licensee Identification Number to the Licensee by which he or she will be identified. This number will be used to place orders, and track Licenses and Bonuses.

3.8 - Income Taxes

Each Licensee is responsible for paying local, state, and federal taxes on any income generated as an Independent Associate.

3.9 - Independent Contractor Status

The agreement between BizBiz and its Licensees does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Licensee. Licensees shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Licensees are responsible for paying local, state, and federal taxes due from all compensation earned as a Licensee of the Company. The Licensee has no authority (expressed or implied), to bind the Company to any obligation. Each Licensee shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Licensee Agreement, these Policies and Procedures, and applicable laws.

The name of BizBiz, UbiZ and other names as may be adopted by BizBiz are proprietary trade names, trademarks and service marks of Yellow Network Corporation. As such, these marks are of great value to BizBiz and are supplied to Licensees for their use only in an expressly authorized manner.

3.10 - Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy.

3.11 - Adherence to Laws and Ordinances

Licensees shall comply with all international, federal, state, and local laws and regulations in the conduct of their businesses. Many cities, counties and countries have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Licensees because of the nature of their business. However, Licensees must obey those laws that do apply to them. If a city or county official tells an Licensees that an ordinance applies to him or her, the Licensee shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of BizBiz. In most cases there are exceptions to the ordinance that may apply to BizBiz Licensees.

3.12 - Minors

A person who is recognized as a minor in his/her country of residence may not be a BizBiz Licensee. Licensees shall not enroll or recruit minors into the BizBiz program.

3.13 - Sale, Transfer or Assignment of BizBiz Business

Although a BizBiz business is a privately owned, independently operated business, the sale, transfer or assignment of a BizBiz business is subject to certain limitations. If an Licensee wishes to sell his or her BizBiz business, the following criteria must be met:

- The buyer or transferee must become a qualified BizBiz Licensee. If the buyer is an active BizBiz Licensee, not need any further action.
- Before the sale, transfer or assignment can be finalized and approved by BizBiz, any debt obligations the selling Licensee has with BizBiz must be satisfied.
- The selling Licensee must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a BizBiz business.

Prior to selling a BizBiz business, the selling Licensee must notify BizBiz's Marketing Department of his or her intent to sell the BizBiz business.

3.14 - Separation of a BizBiz Business

BizBiz Licensees sometimes operate their BizBiz businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses. If the separating parties fail to provide for the best interests of other Licensees and the Company in a timely fashion, BizBiz will involuntarily terminate the Licensee Agreement.

3.15 - Sponsoring

All active Licensees in good standing have the right to introduce a potential Licensee to the company. For each new Licensee approved by BizBiz the sponsor Licensee will receive an extension of one month of its sooner to expire License.

3.16 - Succession

Upon the death or incapacitation of a Licensee, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Licensee should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument.

SECTION 4 - RESPONSIBILITIES OF ASSOCIATES

4.1 - Change of Address, Telephone, and E-Mail Address

To ensure timely delivery of any correspondence and support materials, it is critically important that the BizBiz's files are current. You can make the change login into your Smartoffice, personal information.

4.2 - Continuing Development Obligations

4.2.1 - Ongoing Sales Responsibilities

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

4.3 - Nondisparagement

BizBiz wants to provide its Licensees with the best Products and Service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to support@bizbiz.mobi. Remember, to best serve you, we must hear from you! While BizBiz welcomes constructive input, negative comments and remarks made in the field by Licensees about the Company, its Products, or its Bonuses serve no purpose other than to sour the enthusiasm of other BizBiz Licensees. For this reason, Licensees must not disparage, demean, or make negative remarks about BizBiz, other BizBiz Licensees and BizBiz's Products/Services.

4.4 - Providing Documentation to Applicants

Licensees must provide the most current version of the BizBiz Statement of Policies and Procedures, BizBiz Terms and Conditions to individuals whom they are inviting to become Licensees before the applicant signs a Licensee Agreement. Additional copies of Policies and Procedures can be downloaded from BizBiz's website.

4.5 - Reporting Policy Violations

Licensees observing a Policy violation by another Licensee should submit a written report of the violation directly to the attention of the BizBiz Compliance Department, at support@bizbiz.mobi. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

SECTION 5 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Associate that, in the sole discretion of the Company may damage its reputation or goodwill, may result, at BizBiz's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Licensee to take immediate corrective measures;
- Imposition of a fine, which may be withheld from its eWallet;
- BizBiz may withhold from a Licensee all or part of the Licensee's rights during the period that BizBiz is investigating any conduct allegedly in violation of the Agreement. If an Licensee's business is canceled for disciplinary reasons, the Licensee will not be entitled to use any of its Licenses;
- Suspension of the individual's Licensee Agreement for one or more pay periods;
- Involuntary termination of the offender's Licensee Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which BizBiz deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Licensee's policy violation or contractual breach;
- In situations deemed appropriate by BizBiz, the Company may institute legal proceedings for monetary and/or equitable relief.