

8010 Paphos Cyprus, Nikola Nikolaidi 3 (Savva Plaza Building, 1st Floor Flat/office 110) E-mail: info@nday.eu www.nday.eu

# Terms and Conditions for Participation in the Affiliate Marketing Program

This document located on the site www.nday.eu is an official proposal of ND HOLDING LTD; it is a public offer released in accordance with legal regulations, which contains all essential terms and conditions for participation in the affiliate marketing program involving company ND HOLDING LTD and Buyer, the holder of the order.

Buyer: a legal entity or an individual who places orders on the site www.nday.eu. By agreeing to the terms of the Offer, Buyer acknowledges that he/she is a capable citizen of over 18 years, or a representative of an operating company, and has all necessary documents enabling him/her to act on behalf of this legal entity.

Buyer shall carefully read the text of this Offer. If Buyer does not agree with its terms, with any point of its conditions, Seller offers Buyer to refuse both to sign the Contract based on the Offer, and to use Seller's services.

The adoption of this Contract provides opportunity for each Buyer, Holder of the order, to participate in the affiliate marketing program and receive payment from the company ND HOLDING LTD for successful advertising of goods and services provided by the company.

# To participate in the affiliate marketing program, the Buyer must:

- Register at the website of the company
- Place an Order for a car or an apartment
- Pay the price of the order
- Sign the Deposit Contract in the Company.

# **General Provisions**

# 1. Definition of Terms

- **1.1. Company «New Day» -«ND HOLDING LTD»,** registration number: HE–284611. Address: Anavargos, Ieremiou 47, 8025 Paphos, Cyprus.
- **1.2. Partner** an individual or an entity, who expresses his will to participate in the advertising marketing program aiming at building career within a multi-level system in the field of trade of cars and real estate;
- **1.3. Buyer**: an individual or an entity involved into the program by a Partner who enters into the program without intention to build a career but to solely buy an apartment (the purchase of an apartment by the Buyer entitles him/her to become a partner and build a career with no time limit. The Partner can terminate his/ her career in any time and become a Buyer and not participate in the marketing program).

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- **1.4. Information service** the Company accepts and registers orders for purchase of apartments according to rules and the conditions listed in Agreements given by the Developer on purchase and sale of apartments and also provides the necessary information for the Partner.
- **1.5. Web site** the Company web site where the General Terms and Conditions of the Agreement, the information on the goods, and Internet addresses of necessary sources and contacts samples of Agreements and the other documents required for the agreement are accessible; advertising materials.
- **1.6. Partner's Personal Account**: interface on the Company's website, which is provided to the Partner after registration; the Partner can access this account with a personal code provided by the Company. In this account the Partner can monitor his/her activities, verify the location of orders and their fulfilment attract new partners and find out information about the services provided by the Company.
- **1.7. Terms and Conditions:** This agreement is an integral part of the permanent conditions which are binding for both parties to the Agreement. The Agreement can be found on the Company's website.
- **1.8. 'Help Desk'** Internet service provided by the Company which the Partner can use in each case if at the Agreement conclusion, purchase of the apartment or in the course of career building there will be questions, or the qualified help of an experts is required. By means of Help Desk the Partner can communicate with experts who well know system and can provide the necessary help.
- **1.9. Purchase Price:** The price of an apartment or a car includes the following: deposit, administrative charges and the bonus fund.
- **1.10. Deposit:** A part of the apartment or car purchase price. In case a Partner leaves the program, the Agreement loses its effect; if the Partner is repeatedly willing to join the program the same rules apply to him/her as for the newly registered Partners. The deposit shall not be refunded.
- **1.11. Bonus fund:** monetary fund created by the Company, solely from its profits which is used for financing and assisting Partners in building their careers by bonuses.
- **1.12. Qualifying for Reward:** the result of completing requirements of a platform by the Partner who carries out the qualification.
- **1.13.** Administrative Costs: the sum of €80, €40 out of which are spent on a Web-service, setting up and service of the Partner's Personal Account, while the remaining €40 cover administrative costs. In case a Partner leaves the program, the Agreement loses its effect; if the Partner is repeatedly willing to join the program the same rules apply to him/her as for the newly registered Partners. Administrative costs are payable only once over the duration of the Agreement, and are not refundable.

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# 2. Miscellaneous provisions

- **2.1** The company reserves the right to revise the amount of the deposit and the rules of general conditions of the Agreement in case of changes in market conditions, and to notify the active partners 30 days in advance of modifications. Notification will be available on the Company's website in the "News."
- **2.2**. Partner agrees to refrain from any action that is illegal or may cause damage to the interests of the company when using the Personal Account Partner.
- **2.3.1** Partner takes note that in the process of advertising it is prohibited to use the "spam" application, which is automatic delivery of advertising materials to individuals or groups who are third parties and who have not expressed willingness to receive them.
- **2.3.2**. Partner takes note that it is forbidden to disseminate false, misleading or defamatory information about the Company or its products. Partner agrees to refrain from any such conduct which obstructs or generates obstacles for the Company or its other partners. Partner shall fully comply with the general rules of the Agreement between the Parties.
- **2.3.3.** For the breach of duties defined in paragraphs **2.4.1** and **2.4.2**, Partner takes responsibility for any loss or damage which may arise for the Company or third parties as a result of the breach.
- **2.3.4**. Partner shall be responsible for checking his/her e-mail system.
- 2.4. At the request of the Partner and for additional fee, the signed original Agreement of the purchase of the company's products, agreements, or invoices will be sent to him by post to the address he has personally given in his Partner's Personal Account. The cost of the express mail delivery is (DHL) 60 €.

## 3. Settlement of Disputes, Liability for Breach of Agreement

- **3.1**. The Company's activities are governed by the laws of the Republic of Cyprus.
- **3.1.1**. In the event the Agreement is not fulfilled or fulfilled insufficiently, terminated or invalid, either totally or partially, as well as when resolving any legal disputes the Parties shall choose arbitration court of Nicosia and accept its jurisdiction.
- **3.2**. If the Partner violates this Agreement or its inseparable appendixes the Company has the right to immediately terminate the Agreement. In this case the deposit and administrative fees are not refunded to the Partner.
- **3.2.1**. In the event of termination of the Agreement under the provisions of paragraph 5.2. the Company has the right to withhold bonuses and refuse to pay them.

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- **3.2.2**. If the Partner terminates the Agreement unilaterally, the deposit or administrative fees are not refundable; however, the Company shall pay the bonuses, to the day of the Agreement termination. Bonuses which get generated after the termination of the Agreement shall not be paid to the Partner.
- **3.2.3.** In the event the Agreement is not fulfilled or fulfilled insufficiently, the Company has no material or moral responsibility for any loss or damage arising from the breach of Agreement.

# 4. Limitation of liability

- **4.1.** This site www.nday.eu, site content and services are provided "as is", without any representations, warranties, guarantees or conditions, express, implied, statutory or otherwise. Users use the site, its content and services at their own risk. ND HOLDING LTD hereby expressly disclaims any and all representations, warranties, guarantees and conditions in any form, express or implied, as well as any and all content of the site and services posted in any whatever the time. In addition, the company also disclaims any representations, warranties, guarantees or conditions that:
  - Access to the site, its content and services will always be uninterrupted and error-free;
  - The site, as well as its content and services, will meet the user's expectations, satisfy his needs and requirements;
  - Any errors or defects of the site, its content and services will be corrected;
  - The site, its contents and services will be functionally compatible with the user's hardware and software;
  - Any User Content will be made available on the Site or stored (permanently or temporarily) as Site Content;
  - Any documents relating to the site, its content and services will be available at any time.
- **4.2.** The user independently makes a decision on using the services of the site "ND HOLDING LTD" www.nday.eu and its mobile applications.
- **4.3.** The operation of the website www.nday.eu and content is carried out in accordance with the clauses of this Agreement. The Company does not provide any additional warranties or representations in relation to the site, its mobile applications and the services offered thereon, and hereby excludes its liability (to the extent permitted by law) in respect of all implied warranties.
- **4.4.** The Company shall not be liable for torts, negligence, losses, damages or losses which the Company cannot reasonably foresee at the time.
- **4.5.** The company is not responsible for the content of resources that can be accessed through the website www.nday.eu, content or its mobile applications.
- **4.6.** The User agrees and understands that the Company provides absolutely no

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guarantees that the User will earn money using the methods, information and offers provided on the website www.nday.eu.

- **4.7.** The user understands that any examples or demonstrations provided on the site are not a guarantee or promise of any financial gain. The earning potential is entirely dependent on the person using the ND HOLDING LTD website, its services, methods and ideas. The website www.nday.eu does not provide or recommend an "income scheme" or "money making scheme".
- **4.8.** The user accepts that his actual success in obtaining the results stated in our materials depends on many factors: the time you devote to the project, the methods and ideas, your own financial resources, experience, skills and knowledge. The Company cannot guarantee results, success, income levels or any other result that you expect! Statements on the site indicate our forecasts or expectations regarding future events. Words used such as "expect", "caution", "estimate", "project", "plan", "intent" and other words, phrases and similar terms have the meaning of describing potential or probable earnings or other financial performance. Any forward-looking statements used on www.nday.eu, or on any of our marketing content, express solely our own opinion regarding earnings potential.
- **4.9.** The user must understand that a huge number of factors influence earnings and actual results. Therefore, you must conduct your own independent research before undertaking any activity suggested on the website www.nday.eu.
- **5.** Risks and consequences of failure to fulfill obligations:
- **5.1.** The responsibility of each User (Buyer) is to exercise their own discretion and research all issues related to the purchase of cars and real estate. The user independently studies and is responsible for any legal issues that arise. All purchases must be based solely on the User's (Buyer's) independent due diligence.
- **5.2.** The buyer is responsible for losses and/or expenses directly or indirectly associated with self-testing. Buyer agrees to hold Company harmless from any such liabilities, damages and/or costs.

# 6. Force Majeure Circumstances

**6.1.** The parties exclude liability for damage caused by force majeure.

# 7. Conclusion of the Agreement, its Duration

**7.1**. This legally binding Agreement comes into effect at the time when the Partner signs it using his/her electronic signature (marks the appropriate space "I agree"), as well as pays to the Company the amount required for participation – the amount of the deposit and administrative fees.

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# 8. Confidentiality

- **8.1.** Parties are subject to mutual obligations of confidentiality; any piece of information considered confidential by any of the Parties shall be classified as confidential. Confidentiality extends to the personal data of staff and people whose details were entered in the multilevel system in the process of contracting and marketing activities. Information in the public domain or which has become widely known is not confidential.
- **8.2**. The Parties agree that they will observe the general rules for using the Internet, and take into account the provisions of paragraph **3**. When required information will be kept private from third parties; user passwords will also be kept secret.
- **8.3.** Parties shall comply with the rules for processing personal data; it may take place only with the consent of individuals.
- **8.4.** The Parties agree that confidential information will not be used for other purposes.

# Marketing program

# Affiliate Program for Placing Orders on Business Tiers

The business model of this affiliate marketing program consists of six tiers of orders:

- 1. Preliminary tier
- 2. Main tier
- 3. V.I.P. tier
- 4. Super VIP tier
- 5. Blitz tier
- 6. Compensation tier
  - a. Preliminary compensation tier
  - b. Main compensation tier

Orders for which €690 have been paid, get placed on the preliminary tier.

Orders for which €2080 have been paid, get placed on the main tier.

Orders for which €12080 have been paid, get placed both on main and VIP tiers simultaneously. (€10000 for VIP and €2080 for main tier).

Orders for which €50 000 have been paid, get placed on the Super VIP tier. Super VIP tier is available only for those who leave VIP tier.



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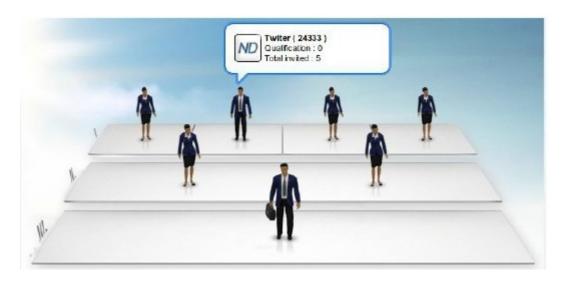
Orders for which €240 have been paid, get placed on the Blitz tier

Compensation tiers don't require any payments.

# **How Tiers Operate**

# **Preliminary Tier:**

Preliminary tier consists of three levels, where 7 buyers' orders are placed. The levels are arranged from top to bottom. Customer orders are arranged from left to right, taking into account the recommendations made.



Placing an order on a tier takes place after the payment has been completed and when the contract for the purchase of a flat or a car has been signed and activated.

All incoming customer orders are placed on the first level. Once the first level of the tier is full, the tier gets divided into two symmetrical order tiers.

Buyer's order goes to the second level. At the first level of the two new tiers 4 free places for new customers emerge.

As soon as the first level in which Buyer's order and 4 new orders are placed is full, Buyer's order advances to the second level and gets divided into two symmetrical tiers again.



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When the first level gets filled with 4 orders again, Buyer's order advances to the third level.

# At the next division of the tier, Buyer's order will automatically move:

- From the preliminary tier to the first level of the main tier;
- From the main tier to the first level of the main tier which follows his/her superior.
- If a Buyer so wishes, after an order passes the main tier, and after the qualification is confirmed, the order might enter VIP tier. After VIP tier is passed, eurobonuses are granted.

# Passing Preliminary Tier - Conditions and Procedure

Preliminary tier is designed for facilitating moving orders to the main tier.

Orders of the followers are places on a tier under the leader. If there is no leader on the preliminary tier Buyer implements the order and indicates the ID of the Buyer with whom he/ she would like to cooperate on the preliminary tier.

As soon as the third level of preliminary tier gets filled, Buyer's order follows the superior and goes to the first level of the main tier.

To pass the preliminary tier, a partner has to refer to the company at least two direct buyers. When the order completes the preliminary tier, Buyer receives 2000 eurobonuses for his order to get to the main tier. 2 direct buyers must be qualified before the rewarding.

If an order is not qualified as required on the preliminary tier, 610 eurobonuses are allocated to it, while the remaining 1390 are given by the Company as a loan, after which the order enters the main tier. When the main tier is completed, and qualification requirements met, the Company retains 1390 eurobonuses from the reward amount.

The holder of the order might refer newer orders to both main and VIP tiers. These orders later will be taken into account when Buyer is passing the main and the VIP tiers after their reinvestment.

# Passing the Main Tier - Conditions and Procedure

Main tier consists of three levels, where 7 buyers' orders are placed. The levels are arranged from top to bottom. Customer orders are arranged from left to right, taking into account the recommendations made.



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Placing an order on a tier takes place after the payment has been completed and when the contract for the purchase of a flat or a car has been signed.

All incoming customer orders are placed on the first level. Once the first level of the tier is full, the tier gets divided into two symmetrical order tiers.

Buyer's order goes to the second level. At the first level of the two new tiers 4 free places for new customers emerge.

As soon as the first level in which Buyer's order and 4 new orders are placed is full, Buyer's order advances to the second level and gets divided into two symmetrical tiers again.

When the first level gets filled with 4 orders again, Buyer's order advances to the third level.

For passing the main tier, a partner has to refer to the company's given order tier at least two direct orders or orders which were directly referred after reinvestment.

They should enter the tier following that of the partner who precedes them, and before this partner completes the tier. If at least 2 direct buyers must be qualified.

If these conditions are met, 6160 eurobonuses are allocated to the Buyer's order at the end of the cycle.

Company reinvests 2000 eurobonuses in the new main tier. The order will be placed on the preceding partner's tier.

4160 Eurobonuses can be taken in cash, or added to the amount needed to buy a car the partner chooses from the company.

At Buyer's wish, when the order completes the main tier, and if qualification requirements are met, the order may move to the VIP tier. In such case, 2000 euro



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bonuses are automatically reinvested in the main tier, and the Buyer, if wishes, transfers 10000 eurobonuses for placement on the VIP tier.

When a tier is completed without qualification, 2000 eurobonuses are reinvested in the new main tier, following the preceding partner.

Entering VIP tier is possible when 10000 eurobonuses are accumulated on the account.

When a tier is completed without qualification, penalty is not retained.

Beside 6160 eurobonuses every partner who completes the main tier with qualification receives a coupon for free 2 days accommodation in a standard townhouse of a «NEW DAY» hotel in Cyprus. The coupon is individual (cannot be given to another person) and cumulative (if the partner completes 2 tiers he gets 4 days coupon).

The coupon is valid for 6 months.

# Passing VIP Tier - Conditions and Procedure

VIP tier consists of 4 levels, where 15 buyers' orders are placed. The levels are arranged from top to bottom. Customer orders are arranged from left to right, taking into account the recommendations made.



When purchasing an order placement on VIP tier, the buyer pays the entrance both to the main and to the VIP tier – €12080.



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Mandatory condition for entering the VIP tier (€10 000) is placing the order on the main tier too, which costs €2080.

When VIP tier is completed, the holder of the order must have at least two new orders following his one, or such orders which followed his one after reinvestment.

It does not matter on which VIP tier these two orders are, but they have to enter the tier before the buyer enters level 4.

If this condition is met, then at the end of the cycle buyer's account is credited 60 000 eurobonuses.

The partner can take the accrued eurobonuses in cash, or he may buy a car or an apartment. In these cases, a eurobonus equals to 1 euro. When exiting VIP tier with unconfirmed qualification, buyer's order (the key for automatic reinvestment pressed) gets moved to the first level of the VIP tier, its position after the superior partner.

If you uncheck the button "reinvestment VIP», buyer's order is canceled, and the buyer continues to work on the main tier.

After completing the next main tier, the order may be placed on the VIP tier again. The number of orders from one customer on the VIP tier is indefinite. When an order qualifies for reward but there is no qualification, reinvestment to the VIP tier takes place automatically. In this case, the buyer has the right to refuse going through VIP tier, having sent an advance notice to the company (when entering level 4 of the tier). Then the Partner's Personal Account will be credited the original contribution of 10 000 eurobonuses.

If the order is taken out from the business program the leader loses qualification which will not be taken into account in further exiting.

10 % fee is charged when eurobonuses are cashed out in euro. There is no fee if eurobonuses are used to buy a flat or a car from the company. Withdrawal period is 17 days.

After exiting the 6<sup>th</sup> main tier or the 3<sup>rd</sup> VIP tier it is mandatory to buy a car or a flat from the company.

# Passing SUPER VIP Tier - Conditions and Procedure

SUPER VIP tier is designed for gaining 125 000 eurobonuses and consists of 3 levels, where 7 buyers' orders are placed. SUPER VIP tier is available for those who successfully passed VIP tier.



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Customer orders are placed on the first level whereas 2 other levels are occupied. Once the first level of SUPER VIP tier is full, the tier gets divided into two symmetrical order tiers.

Buyer's order goes to the second level. At the first level of the two new tiers 4 free places for new customers emerge.

As soon as the first level in which Buyer's order and 4 new orders are placed is full, Buyer's order advances to the third level.

When the tier gets divided again Buyer's order goes to the rewarding stage with 125 000 bonuses that can be used to buy a 120 m2 townhouse and «Nissan Mikra» car from the company. Buyer's order automatically goes to the second cycle.

125 000 eurobonuses are gained every time the cycle is completed.

## **Blitz tier:**

After a registration on www.nday.eu (if the customer doesn't take part in «New Day» program) there are two options:

- To buy a car
- To get a discount coupon for car rental

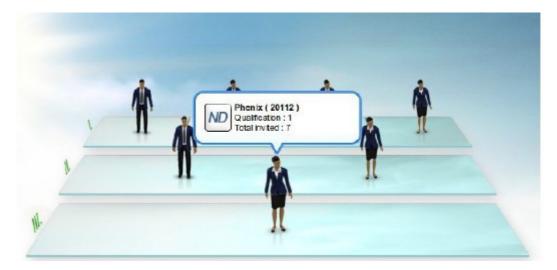
Buyer can choose services that he/ she wants to order, confirms it and pays for it.

# The discount coupon costs €240 (€5 -administration fee).

The payment is made through a bank transfer to ND Holding LTD bank account.



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# One coupon provides 235 eurobonuses to the Buyer's back office and enables participation in a «New Day» marketing program.

Eurobonus is an internal payment instrument that equals the amount spent to buy a 20% discount coupon for car rental from BP Group Kft, Hungary, Budapest, «New Day» auto showroom or from partners' auto showrooms (partners can be found here <a href="https://www.nday.eu/?lang=en&page=partners">www.nday.eu/?lang=en&page=partners</a>).

Eurobonuses gained from a coupon can be used only to join «New Day» marketing program. It cannot be cashed out or given to another person. Every buyer can purchase unlimited quantity of coupons, every purchasing leads to replenishment of the back office.

Eurobonuses can be used to buy a car. Having accumulated 2000 eurobonuses a customer gets an opportunity to rent «Nissan Note» for 14 days from a «New Day».

Accumulation of eurobonds can happen while exiting Blitz tier. Money withdrawal is possible only if there is an order on a Preliminary or on the Main tier.

In personal account settings Buyer indicates the name of the future owner of the coupon. Once it is saved, it cannot be changed. Having set the order, Buyer goes to a chosen Blitz tier strictly under his/her leader. If there is no such a superior Buyer takes the place right under the first one who has higher rank. Customer orders are arranged from left to right. Two qualifications are needed to be done before the order exit the tier.

# Passing Blitz Tier – Conditions and Procedure

Blitz tier is designed for gaining 690 eurobonuses and consists of 3 levels, where 7 buyers' orders are placed.



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Customer orders are placed on the first level whereas the 2<sup>nd</sup> and the 3<sup>rd</sup> levels remain occupied. The levels are arranged from top to bottom. Customer orders are arranged from left to right.

Once the first level of the tier is full, the tier gets divided into two symmetrical order tiers and Buyer's order goes to the second level.

As soon as the first level is full again, Buyer's order advances to the third level. When

the first tier gets full for the third time and the qualification requirements are met Buyer's order goes to the rewarding stage with 500 eurobonuses revenue.

In case a Partner has not joined the "New Day" program yet, his/her order is automatically moved to a Preliminary tier. In such case 610 eurobonuses are paid to place an order to Preliminary tier (without 80 eurobonuses as a commission).

If a partner exits the tier with 1 qualification he/she will not gain commission. Such a Partner will not take part in further program and his/her order will go to the level 3 of a new Blitz tier where the 1<sup>st</sup> and the 2<sup>nd</sup> levels are not occupied. 235 eurobonuses of reinvestment are not obligatory paid on the Blitz tier. If 235 eurobonuses are reinvested the order moves to the new tier, following the superior leader. In such a case and in further exists 610 eurobonuses are added to the Buyer's back office.

A Partner can withdraw the money and continue to place orders on the Blitz tier only if he/she is taking part in "New Day" marketing program and has an order placed on the Preliminary or main tier.

**Qualification:** 2 direct invited partners, including partners who entered a tier after reinvestment and before a reward period: 2 direct orders for all Blitz tiers. As the key "Reinvestment" is deactivated and subsequent orders of the Partner are placed on the Blitz tier previous qualifications disappear and the Partner must get 2 qualifications again. Every new individual place on a blitz tier provides qualification. Every duplicate is placed under the original order if it does not have qualification.

While exiting a Blitz tier a Partner who has orders on a Preliminary or a Main tier without qualification loses those places automatically.

In case of exiting a Blitz tier without qualification and if there are no orders on a Preliminary or a Main tier the place automatically moves to the 3<sup>rd</sup> level of a new Blitz tier. The 2<sup>nd</sup> and the 3<sup>rd</sup> levels remain free.

Orders of the followers are places on a tier under the inviting leader. If there is no leader on the Blitz tier orders are placed under the superior Partner. Partners who take part in



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the marketing program "New Day" can join Blitz tier as well. Coupon for a blitz tier can be purchased in both ways: by eurobonuses or by money transfer to the company euro account.

In case there are several orders placed on different tiers only the first qualified order is used for reinvestment (as the key "Reinvestment" is activated). Every duplicated order is added to the Buyer's back office.

# Compensation tier

# There are two types of compensation tiers: Main compensation tier Preliminary compensation tier

In case there is no activity on main or preliminary tiers for 30 days, a button "Compensation Tier" appears in the back office of all partners.

Compensation tier activates when the first order is placed. After activation any participant of the compensation tier can place orders.

# Passing Compensation Tier - Conditions and Procedure

Compensation tier appears in the back office of all participants of the given platform, becoming active only if two direct partners register and pay. In this case, the partner (organizer of the platform) moves to the tier 3 (which is the last one before reward) and the partners he invited move to the 2<sup>nd</sup> and 3<sup>rd</sup> tier respectively. 4 top positions remain free.

The partner who organizes the given compensation platform, shall not pay for his position repeatedly; his/her ID number is stored. On this platform, the qualification is obtained by two directly invited partners prior arriving at the reward. When all 6 free positions on the first tier are filled by partners the "clone" partner, who founded the platform, leaves. Eurobonuses are credited to his personal account, while he continues to work and participate in the "New Day" his orders are remaining on the former tier.

# Main compensation tier

Main compensation tier is designed for gaining 4160 eurobonuses and consists of 3 levels, where 7 buyers' orders are placed.

Upon activation of the key "Compensation Tier", compensation tier will appear in the back office of subsequently invited Partners.



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This platform appears in the back office of all participants of the given platform, becoming active only if two direct partners register and pay. In this case, the partner (organizer of the platform) moves to the tier 3 (which is the last one before reward) and the partners he invited move to the 2<sup>nd</sup> place of the 2<sup>nd</sup> tier respectively. 5 top positions remain free.



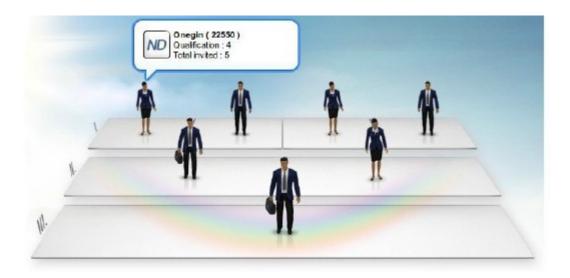
The partner who organizes the given compensation platform, shall not pay for his position repeatedly; his/her ID number is stored. On this platform, the qualification is obtained by two directly invited partners prior arriving at the reward. When all 5 free positions on the first tier are filled by partners the "clone" partner, who founded the platform, leaves. 4160 eurobonuses are credited to his personal account, while he continues to work and participate in the "New Day" his orders remaining on the former position on the main platform.



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The next compensation platform goes divided. Orders which were at tier 2 move to tier 3, while those on the tier 1 to tier 2 respectively, to the 2<sup>nd</sup> and 3<sup>rd</sup> positions. On the tier 1, 4 order positions get created. When these are filled with orders, the order on tier 3 arrives at the reward, then moving to the main platform right behind the leader. The positions still free on the order platform get occupied from the top to the bottom and from the left to the right. Further participants who arrive from this type of platform are credited 6160 eurobonuses. Out of these 2,000 eurobonuses are reinvested upon the transition to the main platform, while 4160 eurobonuses remain on the partner' personal account. The order of the partner who left the compensation platform moves to the main platform, and continues to participate in the program "New Day." When subordinate order is placed on the given tier leaders gain units and rewards through the program "New Day". When a partner leaves the compensation platform but there is still no activity on the main platform, he/she may again organize a compensation platform provided there are two personally invited customers. A partner may be involved in organizing only a single platform in the same period.

# Preliminary compensation tier



The mechanism of passing the preliminary platform is the same as for the compensation one. When leaving, the organizer of the platform receives 1380 eurobonuses in the form of two coupons. All subsequent partner orders are also credited 930 eurobonuses at the exit, of which 690 are reinvested into the preliminary platform, while the other 240 eurobonuses are credited to the personal account of the partner, in the form of coupons. Having passed preliminary compensation tier to enter the main tier the orders must go through a preliminary tier.

When a partner is invited to the "New Day" program, he chooses a platform for order management; compensation platform is not mandatory.



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When preliminary compensation tiers get divided into two ordinary tiers a Partner continues to take part in the program.

# **Compensation tier - Special Conditions**

If verification and validation requirements are not met, partners who place orders on Compensation tiers move to their superiors only if the leader has two direct invitee on the given tier.

If a leader has no qualification, a Partner exits a Compensation tier and follows any superior who has 2 qualifications and confirmed validation and moves to an active tier of the leader. In this case a Partner provides qualification only to his/her superior leader by whom the Partner was invited.

Partner can place only one order on a Preliminary or the Main tier. If the order is taken out from the business program the leader loses qualification which will not be taken into account in further exiting.

10 % fee is charged when eurobonuses are cashed out in euro. There is no fee if eurobonuses are used to buy a flat or a car from the company. Withdrawal period is 17 days.

After exiting the 6<sup>th</sup> main tier or the 3<sup>rd</sup> VIP tier it is mandatory to buy a car or a flat from the company.

# **Eurobonus Crediting - Special Conditions**

When an order completes a tier without qualification three consecutive times, it is taken out. The eurobonus amount with which the partner entered the project is returned – it is credited to the Partner's Personal Account. At the same time, the superior partner loses his referral confirmation (qualification).

Partner's leadership program also stops. He/she may resume work only on condition that he/she acquires the qualification. He/she does not get paid for the period between removing his/her order and resuming work.

Partner can place only one order on a Preliminary or the Main tier. If the order is taken out from the business program the leader loses qualification which will not be taken into account in further exiting.

10 % fee is charged when eurobonuses are cashed out in euro. There is no fee if eurobonuses are used to buy a flat or a car from the company. Withdrawal period is 17 days.

After exiting the 6<sup>th</sup> main tier or the 3<sup>rd</sup> VIP tier it is mandatory to buy a car or a flat from the company.



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# **Leadership Program**

Leadership program runs in parallel with the program aiming at filling tiers, and functions independently, subject to personal referral of five orders.

Position and bonus compensation within the leadership program depends solely on the volume you and your partners achieve, i.e. on your results, which are estimated in standard units of career growth. For one order placed, a partner gets 1 standard unit.

Leadership program starts with the date of payment of the fifth personally invited partner for his/her order.

Levels	Numbers of orders	EURO
0	With 0 to 5 units The direct involved orders	0
1 Level	from 5 units to 25 units The general production	40,0
2 Level	from 25 units to 75 units The general production	55,0
3 Level	from 75 units to 250 units The general production	70,0
4 Level	from 250 units to 700 units The general production	80,0
5 Level	from 700 units to 3 000 units The general production	90,0
6 Level	from 3 000 units to 10 000 units. The general production	100,0
7 Level	from 10 000 units to 25 000 units The general production	105,0
8 Level	from 25 000 units to 50 000 units. The general production	110,0
9 Level	from 50 000 units to 100 000 units. The general production	115,0
10 Level	from 100 000 units The general production	118,0

# **Commission for Personal Results**

For each new sale implemented after a personal consultation, you get a commission of the value determined in accordance with the level of your career; calculation is based on the monetary value assigned to the standard unit, which is set in the agreement.



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# **Example:**

Partner's level is 1; 1 standard unit equals to €40. For the given period, 5 units have been allocated to the partner.

## **Calculation:**

5 units multiplied by €40 = €200. Partner's commission constitutes €200.

# **Reward for Leadership**

Reward for leadership is based on the difference between the estimated rate of your position and that of the partners lead directly by you, on the basis of the volume achieved by them.

## **Example:**

Partner's level is 2; 1 standard unit equals to €55.

The level of the partner downstream is 1; his standard unit equals to €40.

Over the given period, totally 18 standard units were generated by this partner.

# Calculation:

18 units are multiplied by the difference between the higher rate and that of downstream partners (€55 - €40 = €15): 18 units x €15 euro = €270. The second-level partner's commission for leading this network will be 270 euro.

The calculation above was done on the basis of a single partner at level 1.

# Calculation of units assigned for program sales:

- For an order placed on any tier, superior partners earn 1 standard unit over a career.
- When an order passes to each new tier, superior partners earn 1 standard unit over a career.
- -A leader is rewarded for every order placed on a Preliminary tier.
- -A leader is rewarded and gets units over a career for moving to the main tier from a preliminary only if qualification requirements are met.
- Superior gains 2 units over a career for a payment in the amount of 2080 euro.
- When an order enters the marketing program called New Day, and the car price is fully paid to a company, 7 standard units are assigned to the partner.



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- When an order enters the marketing program called New Day, and the apartment price is fully paid, 41 standard units are credited to the partner.

# **Task Profile:**

## Level 1

# **Consultant- Representative**

- 1. Self-preparation, participation in online conferences
- 2. Sales and cooperation with Manager and Senior Manager.

## Level 2

## Manager

- **1.** Participation in online conferences. Participation in local conferences and those organised on other locations
- 2. Work with first-level partners
- 3. Sales and cooperation with Senior Manager

# Level 3

# **Senior Manager**

- 1. Participation in online conferences. Participation in local conferences and those organised on other locations
- 2. Support to first- and second-level partners
- 3. Sales of programs together with first- and second-level partners

## Level 4

## Structure Leader

- **1.** Support to third-level partners
- 2. Supervising talks on sales of downstream partners
- 3. Cooperation with Regional Manager
- **4.** Work in the network
- **5** Participation in local conferences and those organised on other locations



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## Level 5

# Regional Manager

- 1 Support to forth-level partners
- 2 Participation in local conferences and those organised on other locations
- 3 Preparation for and active participation in conferences
- 4 Cooperation with Regional Director.
- 5 Participation in internet workshops for training network leaders

## Level 6

# **Regional Director**

- 1 Support to fifth-level partners.
- 2 Preparation for and active participation in online conferences
- 3 Organising of and giving presentations on local and regional conferences
- 4 Cooperation with the Director-in-Charge
- 5 Participation in internet workshops for training structure leaders

## Level 7

# **Director-in Charge**

- 1 Support to sixth-level partners
- 2 Preparation for and active participation in online conferences
- 3 Organising of and giving presentations on local and regional conferences.
- **4** Preparation and organising of corporate conferences.
- **5** Cooperation with Executive Director.
- 6 Participation in internet workshops for training structure leaders



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### Level 8

## **Executive Director**

- 1 Control of networks
- 2 Support to seventh-level partners
- 3 Organising online conferences
- 4 Giving presentations on and organising of corporate conferences
- **5** Cooperation with the superior Director
- 6 Participation in internet workshops for training structure leaders.

## Level 9

## **Sales Director**

- 1 Monitoring the work of downstream Directors.
- **2** Giving presentation in corporate workshops

## Level 10

# Company's Shareholder

1. Active work on the company's workflow

It is strictly forbidden for the partners of the company to do any additional advertising without the consent of the management.

# Liability

If a partner violates this agreement, as well as in case of financial violations, the company has the unilateral right to terminate the contract with a partner.

# Right to Change the Order (transfer it to another person)

A buyer, having placed an order within the affiliate program, has the right to transfer it to another person, without pointing out the reasons, on the condition that he/she

# NEW DAY

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has paid the cost of such change to the company. The cost is calculated as 50% of the initial contribution.

# **Partner Training**

The company is interested in having strong and competent partners, and therefore conducts training sessions for partners, when they complete single levels.

Depending on the level, different windows will open in the Partners' Personal Accounts, displaying different tasks and programs designed to work within networks and motivation pertaining to them. Training courses are also being organised, both on locations where partners work and on distant locations, for partners who have achieved high levels of the career ladder. When a partner reaches Level 10, the company issues for him/her a certificate on training completion.

# **Awards Granted by Company**

For 5 direct orders placed on a tier within 30 days, the company awards a watch.

For 10 direct orders placed on a tier within 30 days, the company awards a watch of a higher category.

Level 1: one day accommodation in apart hotel «New Day» while hosting company seminars in Cyprus\*

Level 2: two days accommodation in apart hotel «New Day» while hosting company seminars in Cyprus\*

Level 3: three days accommodation in apart hotel «New Day» while hosting company seminars in Cyprus\*

Level 4: tablet PC, decorated with a gold badge with diamonds.

Level 5: a modern notebook adorned with the gold badge of the company with diamonds.

Level 6: a gold watch

Level 7: the cost of fueling the partner's car for 3 years, at the rate of 1 euro for 1 liter, 20 liters per day. Money is transferred each year to the Partner's Personal Account.

Level 8: 1 kilogram of investment gold 999.9.

Level 9: automobile of premium category.

Level 10: villa on the seaside



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\*Prize days are accumulative and must be used in one year period.

# Awards from the 6th to 10th level - Special Conditions.

The sum of units from all the structures must equal at least 50% of the strongest structure.

All awards and presents are given personally in hands during company seminars.

## **Taxes**

The buyer is solely responsible for paying taxes on gains from participation in the affiliate program.

In the event a legal entity or an individual accepts the conditions set forth below, he/she becomes a Partner; the acceptance of the Offer is tantamount to concluding a contract on the terms set forth in the Offer. Acceptance of this Contract, which is based on the Offer, is done by Buyer, when he/she selects the option "I accept and agree to the terms of the offer", and clicks the button "Make Order" (Make Order) while placing his/her Order on the Website.