

NUBIAN ROC MEMBERSHIP TERMS AND CONDITIONS:

By applying to become and accepting benefits as a Member, an Applicant agrees to be bound by the Terms and Conditions of this Agreement as they now exist or may be amended in future. Non-compliance with Nubian Roc policies may result in the temporary suspension or permanent termination of a Member.

1. Qualifications:

- An applicant has to be at least 18 years of age. An applicant that is a legal entity other than an individual must designate in writing an individual at least 18 years of age who shall agree in writing to be personally responsible for all of the Member's obligations under this Agreement.
- The applicant has not registered with Nubian Roc before.
- Your joining date will be the date when both your Registration Form is successfully submitted, and full payment for your Business In A Box Kit & delivery charges reflects in the Nubian Roc bank account.
- To provide you with up-to-date product and business information for the efficient functioning of your Nubian Roc Business, your personal data will be collected and further processed by Nubian Roc with registration number 2015/195764/07 and its group of companies, in accordance with the Privacy Policy for Nubian Roc Members, which amongst others, explains your data protection rights and how to exercise those. Nubian Roc and you, as an Independent Contractor, each undertake to comply with our and your applicable data protection law obligations. For additional information please visit: nubianroc.co.za/privacy-policy/.
- Nubian Roc can contact you by email, SMS or telephone for administrative or operational reasons and provide offers, products, and services. This meets our legitimate business interests in sharing relevant information and ensuring you are updated with your business activities.
- In particular, you agree that your name, surname, address and telephone number can be shared to process your application, future orders and your business results.
- You agree that Nubian Roc can publish and share your achievements, photos and video contents in which you might appear on our Social Media Platforms and the Nubian Roc Magazine as published from time to time.

2. Benefits: Nubian Roc offers the Member an opportunity to purchase Products at wholesale price and to resell Nubian Roc Products at a minimum suggested selling price or utilize the products for personal use. Members may introduce other Members as provided for under the Nubian Roc Agent Incentive to participate in and receive benefits under the Incentive Plan.

3. Margins / Profits / Volume Rebate: Nubian Roc makes no representation as to how much, if anything, the Member may qualify for. Any Margins / Profits will depend on the skills and efforts of a Member.

4. Right of Member to terminate Membership: The Member may terminate the Membership with Nubian Roc at any time for any reason by providing written notice to sales@nubianroc.co.za

5. Right of Nubian Roc to terminate Membership: Nubian Roc may terminate the rights of the Member in the event that the Member:

- Fails to comply with any of the terms or conditions of this Agreement or any Policies and Procedures of Nubian Roc now in effect or as they may be amended
- Makes any misrepresentation or engages in any unethical practice as a Member, as determined by Nubian Roc in its sole discretion

6. Effect of Membership Termination: Upon termination for any reason, the Member shall cease to be a Member of Nubian Roc, and the Member shall thereafter have no further rights to participate in or receive any benefits or compensation under the Nubian Roc Agent Incentive.

7. Relationship to Nubian Roc: The Member is an Independent Contractor. This Agreement does not create the relationship of employer-employee, agency, partnership, or joint venture between the parties. The Member will not be treated as an employee for tax purposes and the Member is responsible for paying all applicable taxes.

8. Member Advertising: Member advertising includes all forms of advertising, including the use of the Internet. The Member shall at no time adopt or use any word, logo, slogan or mark that is the same as or may be similar to or confusing with any trademark or service mark, logo or slogan owned or used by Nubian Roc. All variations and adaptations of any trade- or service marks, logo and slogan owned or used by Nubian Roc shall be the exclusive property of Nubian Roc and Nubian Roc shall have the exclusive right to register the same and to license the use thereof. At no time during the term of this Agreement or at any time thereafter shall the Member or anyone acting on the Member's behalf attempt to apply for registration of any trade name or trademark owned or used by Nubian Roc. Nubian Roc requires all Members to obtain prior approval for any advertisement content and/or any advertisement materials placed on the internet, which includes websites, hyperlink, e-mail communications, or any other electronic or computer-related medium.

Product Range: Nubian Roc reserves the right in its sole discretion to change its product line and prices at any time without notice and to amend the Terms and Conditions of this Agreement, its Agent Incentive Plan and its Policies and Procedures, upon giving the Member at least 30 days written notice.

9. Practices: The Applicant recognizes the importance of creating and maintaining the goodwill of Nubian Roc Customers, and further understands that Nubian Roc Business In A Box Agent Program is a Network Marketing Company whose Compensation Plan and success depend upon the efforts of its Members. It is agreed that the Member will use his/her best efforts in servicing Nubian Roc Customers.

10. Recruitment of Members: To protect the integrity of the Nubian Roc Business In A Box Agent Program and safeguard the hard work of all Members, Nubian Roc strongly discourages changes in the Business In A Box Program Structure. Maintaining the integrity of the Program Structure is critical for the success of every Member and the Nubian Roc Business In A Box Program.

12. Effective Date: This Agreement shall become effective only upon:

- Submission of the Registration Form to the Nubian Roc Head Office
- Once full payment for the Business Kit & delivery charges reflect in the Nubian Roc bank account and an official receipt for payment of the Business Kit has been issued
- Issuance of an Nubian Roc Member Code

13. Social Media: Nubian Roc recognizes that our Members use social media platforms such as Facebook, Pinterest, Instagram, Twitter, YouTube, or similar sites to connect with others and potential customers. Using Nubian Roc's corporate trademarks, trade names, copyrighted materials, logos, including Business In A Box, or any other Nubian Roc product logos or product images in your social media presence is not allowed without prior permission from Nubian Roc. Members are not allowed to create a website, online shopping platform or blog that is strictly only for the purpose to join, buy products or promote the Nubian Roc Business In A Box Agent Program. Members are not allowed to create a Facebook or Website page in the name of Nubian Roc, or that of its products. We suggest you use your own full name. Any videos not produced by Nubian Roc must be reviewed and authorized by the Nubian Roc before being used in a Social Media environment. Contact us on info@nubianroc.co.za for assistance.

14. Online Shopping Platforms: The Nubian Roc Products are not intended for any resale to the end consumer on any Online Shopping Platform. Members are not allowed to engage with 3rd parties to sell Nubian Roc Products on Online Shopping Platforms.

15. Personal Information: I hereby agree and acknowledge that all personal information provided may be used and processed by Nubian Roc and such use may include digital storing of data outside of South Africa.