

Cirrus Networks

Comprehensive Policy & Procedure for Affiliate/Associate Membership

JOINING Cirrus Networks

1. Becoming an Affiliate Member. To become an Affiliate, a person must enroll using the online form found at cirrusnetworks.io

- (a) Affiliates must agree to these Policies and Procedures as part of the enrollment process.
- (b) Affiliates need not purchase any kit or make any other purchase.
- (c) Affiliates are authorized to market and sell Cirrus Networks products and services as well as blockchain-integrated products and services and earn commissions pursuant to Cirrus Networks's Affiliate Compensation Plan.

2. Becoming an Associate Member. To become an Associate, a person must enroll using the online form found at cirrusnetworks.io

- (a) Associates must agree to these Policies and Procedures as part of the enrollment process.
- (b) Associates need not purchase any kit or make any other purchase to be a Member.
- (c) Associates are authorized to market and sell Cirrus Networks product and services as well as blockchain-integrated products and services and earn commissions based upon downline sales, pursuant to Cirrus Networks's Compensation Plan.

3. Individuals, Corporations, Tax Exempt Entities and Trusts. Cirrus Networks will only consider for acceptance as an Affiliate, Associate or Customer, individuals or entities that fall into one of the following categories:

- (a) Individuals who are of legal age and competent to enter into contracts.
- (b) Married couples of which at least one is of legal age.
- (c) Corporations in good standing in the state, province, or country of their incorporation which have as their sole shareholder(s), director(s) and officer(s) either one unmarried individual or a married couple. Married couples may not own an interest in more than one Membership.

4. Independent Contractor Status. Associates and Affiliates are independent contractors, not employees. Nothing in these Policies and Procedures, nor any other conduct by Cirrus Networks, is intended to suggest that Associates or Affiliates are anything but independent contractors. Members will not do anything to suggest that they are employees of Cirrus Networks. All written communications, advertisements, or other publications by or from an Affiliate or Associate will include the words "Independent Affiliate or Independent Associate."

5. Income Taxes. Each Cirrus Networks Member is responsible for paying local, state/provincial, and federal taxes on any income generated as an Independent Member.

6. Sponsoring. All Members in good standing have the right to sponsor others into Cirrus Networks. Each prospective Member or Customer has the ultimate right to choose his or her own sponsor, subject to the following provisions:

3.12.1 If two Members claim to be the sponsor of the same new Member or Customer, the first properly completed application received by Cirrus Networks shall be controlling.

3.12.2 If two Members claim to be the sponsor of the same new Member or Customer, and no online application has yet been submitted, the first Member who attempted to recruit the new Member or Customer shall be the sponsor of the new Member or Customer.

3.12.3 In no event shall a Member or Customer be sponsored by Cirrus Networks directly without first applying with Cirrus Networks to be directly sponsored, which application must be approved by the Chief Executive Officer of Cirrus Networks. In the event that a prospective Member or Customer has been recruited by another Member, the prospective Member or Customer is not eligible to be sponsored by Cirrus Networks.

7. The Enroller. The Enroller and any other Members involved in the recruiting and enrollment process may use only Cirrus Networks's products and its compensation plan and their personal commitment to help the new Member build his or her business as an inducement to enroll. Members may not enter into special deals with an Enrollee, including, but not limited to, promises of the payment of money.

PURCHASING Cirrus Networks PRODUCT

8. Sales Tax. Cirrus Networks Members do not have the obligation of collecting sales or GST taxes and completing periodic tax reports. Cirrus Networks charges all appropriate taxes on purchases made by Members and Customers and pays the taxes to states, provinces, and local governments as required. Cirrus Networks collects and remits sales and GST taxes for Cirrus Networks Members according to applicable tax rates in the state or province to which the shipment is destined.

9. Ordering. Orders may be placed online. Orders will usually be processed by Cirrus Networks within two business days of receipt.

Customer Satisfaction Guarantee

Cirrus Networks is dedicated to delivering exceptional products and services that meet customer expectations. Due to the nature of our offerings, including AI-based products, services, and Node Software, all products and services are considered used upon purchase or activation, and standard returns are not applicable.

However, Cirrus provides the following guarantees to ensure customer satisfaction:

1. **Three-Day Right of Rescission:** Customers may cancel their purchase within three business days of the transaction for a full refund, in compliance with applicable laws.
2. **Duplicate Charges:** If a customer is mistakenly charged more than once for the same product or service, a full refund of the duplicate charge will be issued.

10. Refund and Cancellation Policy

General Refund Policy

Due to the immediate use and activation of Cirrus's products and services, refunds are only available under the following conditions:

- **Three-Day Right of Rescission:** Customers may cancel their purchase within three business days for a full refund.
- **Duplicate Charges:** Refunds will be issued in cases of accidental duplicate charges. Refunds beyond these circumstances are not offered unless explicitly required by applicable law or granted at Cirrus's sole discretion in exceptional cases.

Non-Refundable Situations (Node Software Only)

Refunds will NOT be provided for the **Node Software product** under the following conditions:

- **Change of Mind:** Refunds are not available if you change your mind after the three-day rescission period.
- **Partial Use:** The Node Software is considered fully used and activated upon purchase, and refunds are not available for partial use.
- **Violation of Terms:** Refunds will not be issued if your account is suspended or terminated due to a violation of Cirrus's terms and conditions.

Subscription Model for AI-Based Products and Services

Cirrus offers products and services on a subscription basis. The following terms apply:

- **Billing Cycle:** Subscriptions are billed monthly. Payment must be received on or before the start of each billing cycle to maintain access to the subscription.
- **Non-Payment:** If payment is not received by the due date, the subscription will be automatically canceled, and access to the product or service will be suspended.
- **Reactivation:** Customers may reactivate their subscription by making the required payment. However, any data or service progress lost during the period of suspension will not be recoverable.
- **Cancellation by Customer:** Customers may cancel their subscription at any time, but no refunds will be provided for the unused portion of the subscription.

Refund Request Process

To request a refund, customers must:

1. **Contact Support:** Email support@cirrusnetworks.io with their request.
2. **Provide Documentation:** Include transaction details, account information, and a description of the issue.
3. **Await Review:** Cirrus will review the request and respond within 10 business days.

Refund Method

Approved refunds will be credited to the original payment method. Processing times may vary depending on the payment provider.

Cancellation Policy

Cirrus reserves the right to suspend or terminate a customer's access to products or services under the following conditions:

- **Non-Payment:** Failure to pay subscription fees by the due date will result in automatic cancellation of the subscription.
- **Security Risks:** If Cirrus determines that a customer's use poses a threat to its infrastructure, other users, or third parties.
- **Fraudulent Activity:** If fraudulent activity or misuse of services is detected.
- **Terms Violations:** If the customer breaches Cirrus's terms and conditions, including initiating chargebacks or disputes.
- **Regulatory Restrictions:** If the customer is subject to trade embargoes, sanctions, or similar restrictions.

11. Chargebacks Prohibited. Members work with Cirrus Networks Member Support to resolve conflicts. In no event shall an Member or Customer use the chargeback option to dispute a charge on the Customer or Member's credit card for a charge made by Company. In the event that Customer or Member uses the chargeback feature to dispute a charge made by Company, the Customer or Member account shall immediately be suspended. No additional charges or services will be available to Customer or Member until such time as Customer or Member has appropriately resolved the dispute with Cirrus Networks Member Support.

MANAGING YOUR MEMBERSHIP

12. Joint Ownership of a Business. Independent Cirrus Networks Businesses may only be owned by an individual or a married couple, or by corporations, tax exempt entities or trusts that comply with Cirrus Networks guidelines. If a couple who jointly own an Independent Cirrus Networks Business divorce, they may apply to have the Independent Cirrus Networks Business transferred to one of them as the sole owner. The divorced couple must submit to Cirrus Networks a written request specifying to which person the Independent Cirrus Networks Business will be transferred. The request must either contain the notarized signature of both parties or contain the notarized signature of at least one party and include a certified copy of the court approved divorce decree or property settlement that designates to which party the Independent Cirrus Networks Business should be transferred. Cirrus Networks is not bound by any such request or court decree and retains the right to approve or disapprove of such transfer request at its sole discretion. If the transfer is approved, the person to whom the Independent Cirrus Networks Business is being transferred must sign and submit to Cirrus Networks a new Member Agreement.

13. One Business per Person or Couple. A Member may not own, operate or have a financial or beneficial interest, directly or indirectly, in more than one Independent Cirrus Networks Business without Cirrus Networks's express written approval. With regard to married couples and non-married cohabiting couples, both persons will be treated as a single Member for purposes of Cirrus Networks's policies. Therefore, for example, if one person owns an Independent Cirrus Networks Business, the other person may not own, operate or have a financial or beneficial interest in a separate Independent Cirrus Networks Business. Additionally, if the couple jointly owns an Independent Cirrus Networks Business, neither person may own, operate or have a financial or beneficial interest in a separate Cirrus Networks Business. However, if two people who own separate Independent Cirrus Networks Businesses marry, they may each retain ownership of their businesses.

14. Conduct of Household Members. If any member of the Member's Immediate Household engages in any activity which, if performed by the Member, would violate any Cirrus Networks policy or any provision of the Independent Member Agreement, such activity will be deemed a violation by the Member.

15. Changes to Ownership of Membership

A. Addition of Co-Applicant. When adding a co-applicant (either an individual or a business entity) to an existing Cirrus Networks Membership account, the Company requires a written request containing the applicant and co-applicant's signatures. The original applicant must remain as an owner of the Membership. If the original Member wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her Membership in accordance with the following provisions. If this process is not followed, the Membership shall be cancelled upon the withdrawal of the original Member. All bonus and commission checks will be sent to the address of record of the original Member.

B. Inheritance of Business. An Independent Cirrus Networks Business may be inherited by a single person, a married couple or a trust which complies with Cirrus Networks's guidelines, pursuant to a valid will or other appropriate document, or in accordance with the intestacy laws of the state, province, or country in which the Member resides. A person who inherits an Independent Cirrus Networks Business must furnish Cirrus Networks with proper documentation that he/she is the beneficiary and is authorized to represent the estate. He/she must also execute an Independent Member Agreement, fulfill all of the functions of a Member and abide by the terms of Cirrus Networks's Statement of Policies.

C. Sale or Transfer of Business. Before a Member can sell or transfer his/her Independent Cirrus Networks Business (except for transfers by inheritance pursuant to Policy 20) all of the following requirements must be met:

- (a) The transfer must be approved in writing by Cirrus Networks as being in the best interest of all parties involved, including the transferor, the transferee, Cirrus Networks and the members of the Organization of the transferor.
- (b) Completed original signed and notarized Organization Sale Request and Organization Purchase Request forms must be submitted to and accepted by Cirrus Networks.
- (c) The transferee of the business must have completed and submitted to Cirrus Networks an Independent Member Agreement.
- (d) The transferee of the business has undergone, or will agree to undergo, such training and

orientation as Cirrus Networks may require commensurate with the size of the business being purchased. (e) The transferor Member and the Independent Cirrus Networks Business must have been in compliance with all Cirrus Networks's policies and the terms of the Independent Member Agreement for the entire twelve-month period preceding the transfer including the month in which the transfer occurs.

D. Transfer from Original Organization. If a Member is enrolled in error under a sponsor that was not intended, the Member must notify Member Support within 21 days of the enrollment, and Member Support will move the Member to the appropriate Sponsor.

Members and Customers may transfer from one Cirrus Networks organization to another in one of two ways.

1. Member or Customer may cancel their Cirrus Networks business and be inactive for a six-month waiting period. After six months of inactivity, the cancelled Member or Customer is eligible to enroll anywhere in the enrollment tree and is eligible to purchase any Cirrus Networks business that is for sale. Member shall not circumvent this rule by reenrolling a business name, family member, acquaintance, or other method to avoid waiting the six-month period.
2. Member may transfer from Member's original organization immediately, without waiting six months, but only upon fulfillment of all of the following requirements:
 - (a) The Member or Customer seeking the organization change has submitted an Organization Change form with the original signatures of the Support Team Members in the immediate ten generations above the Member or Customer;
 - (b) The Member or Customer seeking the organization change has paid to Cirrus Networks the applicable fee charged by Cirrus Networks for organization changes;
 - (c) Cirrus Networks has approved the change in writing, which approval Cirrus Networks may withhold in its sole discretion.

16. Election to Cancel Agreements. A Member may cancel his/her Member Agreement, and a Customer may cancel his/her Customer Agreement, for any reason at any time by sending a completed Cirrus Networks Cancellation Form or by giving written notice to Cirrus Networks bearing his/her original signature, printed name, address, ID Number and reason for canceling (to assist Cirrus Networks in improving its customer service). A Cirrus Networks cancellation form will help ensure that Cirrus Networks receives the accurate information necessary to process the cancellation. Cancellation notices must be mailed to: support@cirrusnetworks.io
In the event a Member cancels his/her Member Agreement, Cirrus Networks may, at its discretion, choose to sell the Membership. Cirrus Networks shall offer the Membership to the sponsor of that Membership first. If the Sponsor chooses not to purchase the Membership, Cirrus Networks may offer it to others, but in no case shall Cirrus Networks offer the Membership to an existing Cirrus Networks Member other than the Sponsor.

17. Errors or Questions. Members should notify Cirrus Networks immediately of any errors or questions about commissions, bonuses, business reports, orders or charges. Cirrus Networks will correct any errors reported to it within 60 days, but Cirrus Networks will not be responsible for any errors, omissions or problems not reported within 60 days.

APPROPRIATE MEMBER CONDUCT

18. Non-Solicitation and Conflicts of Interest. Members are independent contractors and may be active in other business ventures while they are Members for Cirrus Networks. However, to qualify for compensation under Cirrus Networks's Compensation Plan, Members have the ongoing responsibility to service, supervise, motivate, train and assist the Members in their Organizations. They also have the responsibility to promote Cirrus Networks products and the Cirrus Networks income opportunity. Cirrus Networks and its Members have made a great investment in the establishment of organizations consisting of Customers and Members. This constitutes one of Cirrus Networks's most valuable assets. In order to protect Cirrus Networks's interest in the overall Customer base, Members and all members of their Immediate Household are required to abide by the following policies:

(a) Non-Solicitation of Cirrus Networks Customers and Members:

(i) During the period that their Independent Member Agreements are in force, Members and all members of their Immediate Household are prohibited from directly, indirectly or through a third party recruiting any Cirrus Networks Customers or Members to participate in any other business venture. (ii) For a period of twelve months after cancellation or termination for any reason of a Member's Independent Member Agreement, the Member and all members of his or her Immediate Household are prohibited from directly, indirectly or through a third party recruiting to participate in any other business venture any Cirrus Networks Customers or Members:

- (1) who were in the Member's Marketing Organization or Support Team at any time during the term of his or her association with Cirrus Networks;
- (2) with whom the Member had contact during the term of his or her association with Cirrus Networks;
- (3) whose contact information (name, address, phone number or email address, etc.) the Member or members of his or her Immediate Household has obtained at any time during the term of his or her association with Cirrus Networks; or
- (4) whose contact information (name, address, phone number or email address, etc.) the Member or members of his or her Immediate Household obtained at any time from another person who obtained the information because of any other person's association with Cirrus Networks.

The prohibitions under clauses (a)(i) and (ii) above include but are not limited to, presenting or assisting in the presentation of other business ventures to any Cirrus Networks Customer or Member or implicitly or explicitly encouraging any Cirrus Networks Customer or Member to join any other business venture. It is a violation of this policy to recruit a Cirrus Networks Customer or Member to participate in another business venture even if the Member does not know that the prospect is also a Cirrus Networks Customer or Member. It is the Member's responsibility to first determine whether the prospect is a Cirrus Networks Customer or Member before recruiting the prospect to participate in another business venture. (Please refer specifically to the definition of "recruit" in the Definitions of Terms at the end of these Policies.)

(b) During the period that their Independent Member Agreements are in force, and for a period of twelve months after the cancellation or termination thereof for any reason, Members and all members of their Immediate Household are further prohibited from the following:

- (i) Producing any literature, tapes or promotional material of any nature (including but

not limited to websites and emails) which could be used by the Member or any third person to recruit Cirrus Networks Customers or Members to participate in another business venture;

(ii) Selling, offering to sell, or promoting any competing products or services to Cirrus Networks Customers;

(iii) Offering any non-Cirrus Networks products, services or business ventures in conjunction with the offering of Cirrus Networks products, services or income opportunity or at any Cirrus Networks meeting, seminar, launch, convention, or other Cirrus Networks function.

(c) (i) Violation of any provision of this Policy 23 constitutes a Member's voluntary resignation and cancellation of his/her Independent Member Agreement, effective as of the date of the violation, and the forfeiture by the Member of all commissions or bonuses payable for and after the week in which the violation occurred.

(ii) If Cirrus Networks pays any bonuses or commissions to the Member after the date of the violation, all bonuses and commissions for and after the week in which the violation occurred shall be refunded to Cirrus Networks.

(iii) Cirrus Networks may seek and obtain from the violating Member both injunctive relief and damages for violations of this Policy 23. Cirrus Networks, may, at its option, elect to enforce this Policy by lawsuit in a court of competent jurisdiction in Utah rather than by arbitration.

(iv) In addition to being entitled to a refund of bonuses and commissions and to damages as described above, in the event a person or entity violates this Policy 23, Cirrus Networks and any Member that experiences an adverse financial impact as a result of such person's or entity's violation of this Policy 23 shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or other benefits which the person or entity directly or indirectly receives and/or may receive as a result of, growing out of, or in connection with any violation of this Policy. Such remedy shall be in addition to and not in limitation of any damages, or injunctive relief or other rights or remedies to which Cirrus Networks is or may be entitled at law or in equity.

(d) Violations of this Policy 23 are especially detrimental to the growth and sales of other Members' Independent Cirrus Networks Businesses and to Cirrus Networks's business. Consequently, Members who have knowledge that any Member has violated this Policy must immediately report that information to Cirrus Networks's Compliance Department. The failure of a Member to report such information to Cirrus Networks will also constitute a violation of this Policy. The names of those reporting violations of this Policy 23 will be held in confidence.

19. Cross-Enrolling. Actual or attempted cross-enrolling is strictly prohibited. "Cross-enrolling" is defined as the enrollment or attempted enrollment of an individual who or entity that already has a current Member or Customer agreement on file with Cirrus Networks.

20. Proprietary Information and Trade Secrets. By executing the Independent Member Agreement, the Member acknowledges that all information which is contained in the Member's Back Office, including names, addresses and telephone numbers of Members and Customers, and all identifying information relating to other Members or Customers that the Member became aware of while conducting Cirrus Networks business in any way or while attending Cirrus Networks related events, is Cirrus Networks's proprietary trade secret information. The Member agrees not to disclose such information to any third party (except to existing or prospective Cirrus Networks Members or Customers for the purpose of promoting Cirrus Networks products

and business opportunity) or to use such information for the purpose of promoting any other business opportunity at any time, whether during the term of his/her association with Cirrus Networks or thereafter. The Member acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Cirrus Networks and to Independent Cirrus Networks Businesses. Cirrus Networks and its Members will be entitled to injunctive relief to prevent violation of this policy. If litigation or arbitration is required to obtain injunctive relief or to recover damages, the prevailing party shall be entitled to an award of attorney's fees and expenses.

21. Supervisory and Leadership Functions. Members' compensation is based on sales of product to the End Consumer. To qualify for this compensation Members have the ongoing responsibility to promote the Cirrus Networks business opportunity, to support Cirrus Networks's policies, programs and personnel, and to service, supervise, motivate and train the Members in their Marketing Organization to sell and market Cirrus Networks products and promote the Cirrus Networks business opportunity. Any effort by a Member to convince or entice any Customer or Member to discontinue or diminish purchasing Cirrus Networks products, to move from one Cirrus Networks Marketing Organization to another, to discontinue or diminish efforts to promote the Cirrus Networks business opportunity, or to promote or pursue another direct selling opportunity is a violation of the Member's leadership responsibility and a violation of this policy.

22. Ongoing Training. Any Member who enrolls another Member into Cirrus Networks must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Cirrus Networks business. Members must have ongoing contact and communication with the Members in their Downline Teams. Examples of such contact and communication may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voicemail, electronic mail, and the accompaniment of downline Members to Cirrus Networks meetings, training sessions, and other functions. Upline Members are also responsible to motivate and train new Members in Cirrus Networks product knowledge, effective sales techniques, the Cirrus Networks Compensation Plan, and compliance with Company Policies and Procedures. Members must monitor the Members in their Downline Teams to ensure that downline Members do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, every Member should be able to provide documented evidence to Cirrus Networks of his or her ongoing fulfillment of the responsibilities of a Enroller.

23. Nondisparagement. Cirrus Networks values constructive criticism; however, Members must not make disparaging remarks about Cirrus Networks, its products, compensation plan, employees, or owners. In the event that Member violates this provision, Member shall pay, as liquidated damages, the amount of \$10,000 for each such breach. Member acknowledges that the actual damages likely to result from breach of this section are difficult to estimate and would be difficult to prove. The parties intend that payment of liquidated damages would serve to compensate Company for any such breach under this section, and they do not intend for it to serve as punishment for any such breach by Member.

24. No Restrictions on International Marketing. Members may enroll Customers and Members in any country or jurisdiction currently opened for business by Cirrus Networks. Members and Customers may not ship or sell Cirrus Networks products across any international border for the purpose of resale.

APPROPRIATE MARKETING METHODS

25. Media Inquiries. It is Cirrus Networks's policy to have a single spokesperson handle all inquiries from the media and all media relations. Therefore, Members may not, for any reason, discuss their Independent Cirrus Networks Business with the media, nor act as spokespersons for Cirrus Networks nor talk to the media regarding Cirrus Networks, its Compensation Plan, its products or services. It is a violation of this policy to provide any information to the media, regardless of whether the information is positive or negative, accurate or inaccurate. All inquiries from the media (whether radio, television or print) must be referred to Cirrus Networks.

26. Checks and Business Reports. Weekly commission and bonus payments are generally made by Cirrus Networks to Members on or before each Friday for commissions and bonuses earned during the week ending the previous Tuesday. The minimum payment amount is \$10. Unpaid accounts below \$10 that have had no activity (earnings or disbursements) for a period of six months will be considered inactive and any commission or bonus balances will be deducted from the account.

27. Trademark, Service Mark and Trade Name Restrictions. Customers and Members may not use, reproduce or disseminate the Cirrus Networks trade name or logo or any Cirrus Networks trademark or service mark except in the use and dissemination of literature published and made available by Cirrus Networks and except on stationery and business cards produced and authorized by Cirrus Networks.

28. Rules regarding Advertising, Internet Usage and Sale of Materials.

(a) All advertisements, literature, websites, sales aids, displays, and any other published material that bears the Cirrus Networks logo or name must be approved by Cirrus Networks Compliance. To have your materials reviewed by Compliance, please send them to compliance@CirrusNetworks.com. Additionally, we want to make sure there is never any confusion over which sites are corporate sites. To avoid confusion, we have developed a banner that should be placed on any site that contains the name Cirrus Networks. The banner may be found in the back office. Please make sure the banner is prominent and above-the-fold on your page.

(b) Members may not:

- (i) create, publish, sell, use, display or distribute any literature, audio or video recording, Internet web site, telephone ad message, Internet bulletin board message, mass or bulk email message (including auto-response messages), infomercial or other print, audio, visual, electronic media or social networking sites which represents Cirrus Networks, its products, services, Compensation Plan or business opportunity other than as specifically permitted pursuant to this Policy and Cirrus Networks's Guidelines on Internet Usage or that which is produced and provided by Cirrus Networks;
- (ii) copy or reproduce any materials produced by Cirrus Networks except as specifically permitted pursuant to this policy;
- (iii) use the Cirrus Networks name or logo or the name or logo of any of Cirrus Networks's products or services in any notice, display, advertisement or promotion, including, but not limited to, newspaper, magazine, radio, television or Internet or email advertisements, or telephone, Internet or other directories (except a Member may have a directory listing in the following format: "Cirrus Networks Independent Member—[name of Member]");

- (iv) display, advertise or promote Cirrus Networks's products, services or business opportunity at county fairs, craft fairs, business fairs, trade shows, flea markets or any similar event, including the use of booths, without the express prior written approval of Cirrus Networks;
- (v) charge for Cirrus Networks-related meetings performed or arranged by a Member except to the extent necessary to cover the actual out-of-pocket expenses incurred.
- (vi) publish a price for any product that is less than the published price offered by Cirrus Networks on its website.

(c) Members may use websites and email messages only in accordance with Cirrus Networks's Guidelines on Internet Usage as the same are published on Cirrus Networks's website, and which may be revised and modified from time to time at Cirrus Networks's sole discretion. Cirrus Networks will take reasonable measures to publish notice of any changes to the guidelines on its website, however it is the Members' responsibility to review these guidelines periodically to be informed of and comply with any changes.

(d) Cirrus Networks will have the right, in its absolute discretion, to require that any Cirrus Networks related website be taken down and that any Cirrus Networks related email message be discontinued. A Member's failure to comply with any provision of this policy may result in forfeiture of commissions and bonuses, fines, and/or in termination of the Member's Independent Member Agreement.

(e) Members may not use or attempt to register any of Cirrus Networks's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. In the event that any Member has violated this provision, Member agrees to transfer the domain name to Cirrus Networks for the cost of purchasing the domain name.

29. No Modification to Cirrus Networks Programs. Cirrus Networks Members will not modify Cirrus Networks's compensation plan, products or other programs, or otherwise market those programs in a way that is inconsistent with Cirrus Networks. Members cannot offer the Cirrus Networks opportunity with any other system, program, or method of marketing unless approved by Cirrus Networks.

30. Income Claims. Members are prohibited from making false, misleading or inaccurate claims about their or other persons' compensation received under the Cirrus Networks Compensation Plan.

31. Income Claims and Warranties. Members may not make any income claims or product warranties other than those published in Official Cirrus Networks Material. Members shall not publish or distribute information relating to uses of Cirrus Networks products other than those which are set forth in Official Cirrus Networks Material. Members may not use Official Cirrus Networks Material which is approved for use in one country to make product claims or promote Cirrus Networks products in another country.

32. Ethical Sales Practices. Members shall:

- Conduct themselves in a professional, courteous and considerate manner;
- Represent Cirrus Networks products in a sincere and honest manner and will honor Cirrus Networks's Customer Satisfaction Guarantee;
- Represent the Cirrus Networks Compensation Plan only as prescribed by Official Cirrus

Networks Material;

- Become familiar with and use sales techniques, Cirrus Networks's Compensation Plan and Statement of Policies, and other materials as prescribed by Cirrus Networks;
- Present the Cirrus Networks business opportunity in a manner which is consistent with Official Cirrus Networks Material; and
- Provide training, motivation and support to Members in their organization

Members shall not:

- Engage in any deceptive, unlawful, or unethical business or recruiting practice;
- Engage in any high pressure selling or recruiting practices;
- Enroll minors or persons who are not capable of making an informed decision with respect to entering into a Customer Agreement or Independent Member Agreement;
- Order Cirrus Networks products for other Customers or Members without the express permission of such persons; or
- Seek in any way to violate or circumvent Cirrus Networks's policies

33. Policy Disclosure Requirement Prior to enrolling a prospective Member. Members shall provide to and review with the prospective Member a current copy of Cirrus Networks's Policies and Procedures.

GENERAL PROVISIONS

34. Obligations of Independent Contractors. As an independent contractor, it is a Member's responsibility to:

- (a) Abide by any and all federal, state, provincial, county and local laws, rules and regulations pertaining to the acquisition, receipt, holding, selling, distributing or advertising of Cirrus Networks products and services and the promotion of the Cirrus Networks business opportunity;
- (b) At the Member's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to his/her Independent Cirrus Networks Business and/or the receipt, holding, selling, distributing or promoting of Cirrus Networks products;
- (c) Be solely responsible for declaration and payment of all local, state, provincial, federal and general sales taxes and fees as may accrue because of the Member's activities in conjunction with his/her Independent Cirrus Networks Business;
- (d) Supply all of his/her own equipment and tools for operating his/her business, such as telephone, transportation, professional services, office equipment, and office supplies; and
- (e) Provide his/her own place of business and determine his/her own work hours.

35. Members Are Not Corporate Representatives. Members are not corporate representatives of Cirrus Networks and are not authorized to incur any debt, expense or obligation on behalf of or for Cirrus Networks, nor bind Cirrus Networks to any agreement or contract. Members shall do nothing that would lead someone to believe that Member is a corporate representative.

36. Corrective Measures. All of the policies in this Statement of Policies, the provisions of the Independent Member Agreement and any other agreements entered into by and between Cirrus Networks and Members are material terms to the agreement between Cirrus Networks and Members. A Member's violation of any of the terms and conditions of any of these agreements or the Statement of Policies or any illegal, fraudulent, deceptive or unethical conduct by a Member may result, at Cirrus Networks's discretion, in one or more of the following corrective

measures:

- (a) issuance of a written warning or admonition;
- (b) suspension of his/her Independent Member Agreement for one or more months;
- (c) cancellation of his or her Independent Member Agreement; or
- (d) any other measure expressly stated within any of the policies set forth in the Statement of Policies or any provision of the Member Agreement. Cirrus Networks has the right to withhold from a Member all bonuses and commissions during the period that Cirrus Networks is investigating the alleged violative conduct of the Member. If a Member's Independent Member Agreement is canceled due to a violation preceding the investigation, the Member will not be entitled to any commissions or bonuses withheld by Cirrus Networks during the investigation period.

37. Forfeiture of Rights to Bonuses and Commissions. So long as a Member is complying with all policies and terms of the Independent Member Agreement, Cirrus Networks is obligated to pay commissions and bonuses to such Member in accordance with the Compensation Plan. A Member's commissions and bonuses constitute the entire consideration for all the Member's efforts in generating sales, and the Member's right to receive commissions and bonuses from Cirrus Networks constitutes the entire value attributable to the Member's Marketing Organization. Following a Member's resignation or voluntary or involuntary cancellation of his/her Independent Member Agreement, such former Member shall have no right, title, claim or interest to the Marketing Organization. The former Member shall have no claim for compensation for the Marketing Organization or for bonuses or commissions stemming from sales generated within or by the Marketing Organization or for lifestyle bonus amounts held in escrow by Cirrus Networks. Following voluntary or involuntary cancellation of his/her Independent Member Agreement, the former Member shall not hold himself/herself out as a Cirrus Networks Member and shall not have the right to sell Cirrus Networks products or services.

38. Amendments to Compensation Plan, Statement of Policies, and/or Independent Member Agreement. Upon notification to Members, Cirrus Networks may, at its sole discretion, amend the Compensation Plan, Policies & Procedures, Definitions of Terms and/ or the terms of the Independent Member Agreement and any other agreements entered into by and between Cirrus Networks and the Members. Members agree to abide by any such amendments. The continuation of an Independent Cirrus Networks Business or a Member's acceptance of commissions and/or bonuses from Cirrus Networks constitutes his/her acceptance of any such amendments. Members will be bound by the most current versions of the Compensation Plan, the Policies & Procedures, the Definitions of Terms, the Independent Member Agreement and any other agreements entered into by and between Cirrus Networks and the Members.

39. Policies and Procedures 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.

40. 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 Cirrus Networks to exercise any right or power under the Agreement or to insist upon strict compliance by a Member 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 Cirrus Networks's right to demand exact compliance with the Agreement. Waiver by Cirrus Networks can be effectuated only in writing by an authorized officer of the Company. Cirrus Networks's waiver of any particular breach by a Member shall not affect or impair Cirrus Networks's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Members. Nor shall any delay or omission by Cirrus Networks to exercise any right arising from a breach affect or impair Cirrus Networks's rights as to that or any subsequent breach. The existence of any claim or cause of action of a Member against Cirrus Networks shall not constitute a defense to Cirrus Networks's enforcement of any term or provision of the Agreement.

41. Data, Information, and Blockchain Relationship

Cirrus Networks operates as a subsidiary and affiliate sales organization within the Block Reign family of companies. In connection with the operation, administration, compliance oversight, and support of the Cirrus affiliate program, Block Reign may access, process, store, and utilize affiliate, customer, sales, transactional, and operational information reasonably necessary to administer the business, ensure regulatory compliance, monitor sales practices, support product integrity, and protect the interests of the Company and its independent affiliates. Affiliates expressly acknowledge and agree that blockchain-integrated products offered through Cirrus Networks may interact with or reference decentralized blockchain technologies, including the Gnode Blockchain ecosystem; however, the Gnode Blockchain itself operates independently as a decentralized network and is not owned, operated, controlled, or directed by Block Reign or Cirrus Networks. Accordingly, Block Reign's involvement is limited to the compliance oversight, lawful marketing support, and responsible administration of products and programs offered through Cirrus Networks, and not the governance or control of any decentralized blockchain protocol or community. The Company's compliance activities are directed solely toward affiliate sales practices, product representations, regulatory obligations, and business operations, and shall not be interpreted as surveillance, monitoring, or ownership of an affiliate's personal blockchain activity, decentralized participation, private wallet information, or unrelated personal data. All personal information collected and maintained within the Block Reign family of companies shall be handled in accordance with applicable privacy laws, internal security standards, and the Company's commitment to maintaining commercially reasonable safeguards designed to protect confidential and personal information.

DEFINITIONS

Definitions of Terms. The following terms will have the meanings set forth herein when used in Cirrus Networks's Statement of Policies, Compensation Plan and/ or Independent Member Agreement and other official Cirrus Networks material.

Compensation Plan: The plan offered by Cirrus Networks that sets forth the compensation provided to Members for the continuing building, promoting, training, motivation, servicing and development of their Independent Cirrus Networks Businesses.

Customer: A person who has an Enroller, has completed, executed and delivered to Cirrus Networks a Customer Agreement.

Customer Agreement: The agreement which must be completed, signed, received and accepted by Cirrus Networks before a person may become a Customer. For online enrollments, the signature occurs by checking the box agreeing to the Cirrus Networks Policies and Procedures.

Customer ID Number: A unique number assigned by Cirrus Networks to each Customer to facilitate internal record keeping by Cirrus Networks with respect to the Customer.

End Consumer: A person who purchases Cirrus Networks products for the purpose of

consuming them rather than for resale to someone else.

Enroll: To enlist, sponsor or sign up an individual or entity as a Customer or Member.

Enrollee: A Customer or Member.

Enroller: The Member who is listed on the Customer Membership Agreement as the enroller. The Enroller must be the person who introduced the new Customer or Member to Cirrus Networks and helped him/her become a Customer or Member, or who played an active role in the presentation of Cirrus Networks products or business opportunity to the new Customer or Member.

Immediate Household: Married couples and persons residing in the same home, and with respect to Members and Customers which are entities (e.g., corporations, tax exempt entities, trusts, etc.) rather than individuals, Immediate Household means the shareholders, owners, directors, officers, trustees, responsible parties, etc. of such entities and persons married to or residing in the same home with the persons who are the shareholders, owners, directors, officers, trustees, responsible parties, etc. of such entities.

Independent Member Agreement: The agreement which must be completed, signed, received and accepted by Cirrus Networks as one of the prerequisites to becoming a Member. For online enrollments, the entire enrollment process is considered the Independent Member Agreement.

Independent Cirrus Networks Business: The business organization consisting of a Member and those persons and entities that purchase Cirrus Networks products or generate sales of Cirrus Networks products from which the Member is entitled to receive commissions.

Member: A person who has an Enroller, has completed, executed and delivered to Cirrus Networks an Independent Member Agreement.

Marketing Organization: The Customers and Members who comprise the group of individuals or entities from which the Member is entitled to receive commissions based upon the collective sales volume of the group and the status of certain Members within the group pursuant to the Plan of Compensation.

Cirrus Networks: Cirrus Networks, LLC.

Official Cirrus Networks Material: Material in any form which is authorized, published, and disseminated by Cirrus Networks. This includes, but is not limited to, printed material, audio and visual materials, satellite broadcasts, electronic communications and Internet communications.

Personal Enrollee: An Enroller's Enrollee to whom the Enroller has personally introduced Cirrus Networks and/ or has played an active role in the presentation of Cirrus Networks products or business opportunity.

Recruit: 1) To attempt to enroll, enlist, or solicit an individual or entity to join a business, program or organization; or 2) to attempt to promote, influence or encourage an individual or entity to join a business, program or organization; or 3) to present, or participate or assist in the presentation of, a business, program, organization or its products. To constitute recruiting, such efforts or attempts may be performed either directly through personal contact or indirectly through a third party.

Statement of Policies: The policies published by Cirrus Networks, as amended from time to time, which set forth, among other things, the requirements for operating an Independent Cirrus Networks Business.

Status: The highest rank ever achieved with Cirrus Networks.

Support Team: The Members above an individual in a Marketing Organization who have the potential to receive commissions based upon the purchases of such individual, also referred to as Upline.