

TERMS AND CONDITIONS

OF THE COOPERATION BETWEEN ILGAMOS AND ITS REGISTERED PARTNERS

(March 01, 2018)

1. INTRODUCTION

1.1. The basis of cooperation

Ilgamos International Ltd. (hereinafter Ilgamos) is a marketing company offering products and services for its customers and business partners through network marketing as well as retail sales channels. Active partners of Ilgamos may choose to participate in the above activities and receive certain bonuses and commissions based on their position in the company's network and their business performance.

1.2. The purpose of the Terms and Conditions (hereinafter the Terms)

1.2.1. The Terms contains rules and guidelines governing the full scope of cooperation between Ilgamos and its partners as well as the cooperation among partners.

1.2.2. The Terms intends to create the legal and technical framework for our partners to broaden their customer base and develop their business, therefore to maximise the benefits from their association with Ilgamos. The Terms also aims to regulate the use of the company's web pages and intellectual property as well as the use of the products and services offered by the company.

1.3. The Scope of the Terms and Conditions

The Terms cover Ilgamos' marketing, sales and financial know-how relating to the company's business system, as available on the company's web site (www.ilgamos.com). All these are the exclusive property of Ilgamos. Upon its acceptance the Terms are valid for an indefinite period or until any changes are made and announced by Ilgamos.

1.4. Company and bank details

Ilgamos International Limited - Dubai

Suite 1901, Level 19, Boulevard Plaza Tower 1,
Sheikh Mohammed Bin Rashid Boulevard,
Downtown Dubai,
P.O. Box 27363, Dubai – United Arab Emirates

Customer support: support@ilgamos.com

All enquiries are handled promptly and no more than 8 days after receipt of the enquiry.

Web: <https://ilgamos.com/>

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1.5. Defining the relationship between Ilgamos and its partners

1.5.1. The cooperation agreement between Ilgamos and its independent partners does not create an employer/employee relationship or any type of joint venture or joint ownership. Partners are not classed as employees from an industrial or taxation point of view. It is the partners' responsibility to comply with all taxation and legal regulations in their own territory and jurisdiction. Ilgamos will not deduct any taxes or duties from partners' bonuses and other remuneration, except when the company is obliged under law to do so any time in the future. Ilgamos will not be held responsible for any non-compliance with prevailing tax regulations and legal requirements on the part of its partners.

1.5.2. Partners are not representatives or agents of Ilgamos and they may not hold themselves out to be as such. Partners may not enter into any agreement with third parties, create expenses, make commitments or open accounts on behalf of Ilgamos. Partners are free to decide how and when they run their own Ilgamos business and to set their own specific goals and agendas as long as they remain within the framework and the spirit of the Terms as well as legal requirements and generally accepted codes of conduct.

1.5.3. All expenses incurred during the course of expanding their own Ilgamos business (eg. travel, food, accommodation, business and administration costs, telephone and telecommunication, training, etc.) are to be borne by the partners.

1.6. Annexes and attachments

The following documents are inseparable from the Terms and they form part of the Terms:

- Real Time Compensation Plan (the latest version as appears on the www.ilgamos.com web site)
- Privacy Policy
- Refund policy

2. CODE OF ETHICS

2.1 Basic principles

Partners of Ilgamos understand and accept that:

2.1.1. Their membership in Ilgamos and all rights and benefits associated with such a membership (position in the network, eligibility to receive commissions, bonuses and discounts, etc.) may be suspended or cancelled if they consciously and repeatedly act and behave in a way that is contrary to the provisions and the spirit of the Terms. Members are liable for any losses and/or damages caused by such violations of the Terms.

2.1.2. Partners will be responsible for the wellbeing of their customers and, as sponsors, for the development of their partners they introduced to the Ilgamos opportunity. Partners will conduct their business in a decent and honest manner that reflects the high ethical standards of the Ilgamos system. They shall expect the same behavior and treatment from other members of their groups.

2.1.3. Partners will present the products and the business opportunity offered by Ilgamos in an honest and realistic way without any exaggeration or undue euphemism. Naturally, partners are free to give a personal account of their own experiences and successes. They will not promise quick money or fast success as these promises are foreign to Ilgamos. Partners must take responsibility for any potential loss or damage resulting from non-compliance.

2.1.4. Partners of Ilgamos will refrain from publishing written or oral statements that are not part of Ilgamos' own official marketing and promotion material. Partners are responsible for maintaining and building the good reputation of Ilgamos and its management, staff, employees and representatives even after the eventual cessation or termination of the agreement between partners and Ilgamos.

2.1.5. Should partners have any questions and issues regarding the products and/or the business opportunity, they should first consult their upline sponsor(s). Should there be any uncertainty about the Terms or any of its provisions, the sponsor(s) and Ilgamos will make every effort to clarify them. Ilgamos makes every possible effort to align all aspects and areas of its activities with prevailing rules and legal requirements.

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2.1.6. Partners will follow and monitor any alteration or change in the Terms and its Annexes. Any such change will be communicated to partners by Ilgamos and they become effective on the day they appear on the www.ilgamos.com website. Ilgamos strongly believes in creating and maintaining a stable long-term framework for the cooperation between itself and its partners in the interest of the long-term success of our business, Ilgamos reserves the right to alter and change any provision of the Terms if and when such changes are made necessary and desirable as a result of changes in market conditions and/or the legal environment.

2.1.7. Partners, if possible, will attend company events and meetings and will encourage members of their team to do the same. They all understand that continuous training and self-development are essential for success in business in general and network marketing in particular.

2.1.8. Partners will not use the occasion of company events and meetings to promote the products and/or services and/or opportunities offered by other marketing systems.

2.1.9. Partners will not use any of their contacts they made in Ilgamos to promote other business opportunities or products or services. They will not recruit members from the ranks of the Ilgamos network into other marketing systems, especially not for any other business with a profile that is similar to that of Ilgamos.

2.1.10. In order to preserve the integrity and stability of our business, and to recognize the hard work of our leaders, Ilgamos, as a general rule, will not support any request from its partners to change their sponsor(s). Ilgamos believes it is important to safeguard the hierarchy in the network.

2.1.11. Partners may ask the company to place them in a new structure if, and only if it has been proven that unethical, misleading and dishonest methods and practices had been applied when they were sponsored. Such requests will be carefully investigated and ruled upon on a case-by-case basis. Requests may be honored if all partners affected by a change of sponsors agree to such a change in writing. Ilgamos will investigate thoroughly any accusations of unethical conduct and act if necessary.

2.1.12. Some partners, driven by uncontrolled enthusiasm, may occasionally make the mistake of painting unrealistic or misleading visions about income expectations. This may disappoint many new partners as not everybody will reach the same high levels of success over a given time frame. Ilgamos recommends that partners share their own personal success stories instead of making idealistic statements.

2.1.13. Partners are not allowed to present the products, services and the business opportunity offered by Ilgamos together with other products, services and opportunities because this may create the false impression that there might be a link or connection between different systems and companies. Likewise, partners should not promote products, services and business opportunities offered by other companies within the Ilgamos system.

2.1.14. Any public degradation of Ilgamos and its products, services, compensation plan, employees and management will be regarded as a blatant breach of the rules contained in the Terms and the Code of Ethics.

2.2 Ethics Committee

Any violation of the Terms and the Code of Ethics will result in convening the Ethics Committee, consisting of the upline of the partner accused of the violation, a representative of Ilgamos management and an outside expert. It is the Ethics Committee's exclusive right to:

- issue written warnings;
- impose fines, deductible from bonuses;
- suspend qualification for one or several types of commissions and bonuses;
- suspend the position for a determined time period;
- terminate the violating partner's position;
- take any other step all three members of the Ethics Committee regard as reasonable and appropriate to remedy the situation and fix any damages incurred as a result of violating the Terms and/or the Code of Ethics.

2.3 Reimbursement of Expenses

Partner's bonuses may be withheld in part or in full while an ethics investigation is underway. If a violating partner's liability is established, Ilgamos is entitled to claim compensation and may pursue its claim in court.

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3. RELATIONSHIP OF THE PARTIES

The basis for the relationship between Ilgamos and its partners is the Terms and its Annexes. Partners understand that they will act as an independent market player at their own risk and responsibility when participating in the system and/or referring new partners to the system. Partners are responsible for their own acts, statements and behavior and no responsibility for their acts, statements and behavior may be passed over to Ilgamos. By accepting the Terms partner agrees to automatically enter into a cooperation agreement with Ilgamos.

3.1. Registration

3.1.1. Partners wishing to register should click on the “Join Now” tab on the <https://username.ilgamos.com/> site, select a pack and fill out online the registration form, followed by the completion of the personal profile data form in their web office. No person under the legal age of 18 may register. Registered partners may be natural persons aged 18 and above as well as business entities as defined in herein. Natural persons must be mature and able to handle their own affairs and enter into formal agreements independently, without any mental impairment. People unable to act on their own (eg. when under psychiatric care or in custody) are not allowed to register. Should any of these conditions arise after a registration is made – eg. treatment, imprisonment, etc. – the partner’s position will be temporarily suspended.

3.1.2. Upon registration, the following information must be given first to create an account: referrer’s name, user name, email address, password and date of birth. The following billing information is also required: first name, last name, address, city, zip code, country and phone number.

Upon entering these data newly registered partners receive a confirmation email message containing a randomly generated password (this can be changed by the partner any time).

3.1.3. After successful registration partners may enter into their own web office, protected by a password, containing information that the general public is not allowed to see.

3.1.4. Partners must treat their web office and data therein confidentially. The user name and password must not under any circumstances be disclosed. It is recommended that passwords are changed time to time. Ilgamos takes no responsibility for any losses or other problems arising from the partner’s password getting into the hands of unauthorized third persons.

3.1.5. Registrations may be initiated either by using the sponsor’s referral link or Ilgamos home page (in the latter case the person wishing to register must enter his/her sponsor’s ID number). The newly registered partner is placed in his/her sponsor’s team as the sponsor’s directly sponsored partner (first generation in the sponsor’s genealogy). All new partners will be first generation to their personal sponsor and 2nd generation to their sponsor’s sponsor and so on. The hierarchy is registered and stored in Ilgamos’ genealogy records.

All new partners have their own position in the Ilgamos binary structure. The binary system means that every registered partner has two positions below their own position, one on the left, one on the right. Newly registered partners are placed in a temporary “holding tank” in their sponsor’s web office when they purchase their €45 Entry Pack. It is the sponsor’s responsibility to find an appropriate available empty position in this binary business structure and place the newly sponsored partner in the selected empty position. The sponsor has until the weekly close to do this, otherwise Ilgamos will place the new member into an available empty place automatically.

3.1.6. Legal entities (private and public companies, associations, clubs, foundations, etc.) may also register with Ilgamos. They, too, need to fill out the online registration form and submit, within 30 days from their online registration, a copy of their Articles of Association and/or other documents, signed by the representative (Director) of the organisation validating the partner’s identity. Until all required documents are received Ilgamos withholds the payment of bonuses.

3.1.7. Partners may at any time change their status from „individual” to any legal entity for a one-time charge of EUR 25.

3.1.8. Partners are required at the time of registration to indicate that they agree to the Ilgamos Terms, Real Time Compensation Plan, Privacy Policy and Refund Policy. They also need to upgrade their personal profile in their web office.

3.1.9. Partners must arrange for the transfer of funds into Ilgamos and activate their free position within 14 days of their registration if they wish to keep their position. The position will be cancelled after that period. If a new partner

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earns affiliate bonuses but the position is not activated within 14 days of registration, those bonuses are lost and the position is cancelled

3.1.10. Ilgamos reserves the right to reject any new registration.

3.1.11. The process of registration finishes when the partner selects and purchases the first available pack, the Entry Pack. The purchase of the Entry Pack activates the partner's position which means that the partner becomes eligible to earn bonuses under the RTCP and enjoy the benefits of membership.

3.1.12. Refund Policy: Ilgamos offers all partners a 14 day free trial period, beginning on the day of their original registration. During this 14 day free trial period they have time to become familiar with the systems and business concept of Ilgamos. They can also use their web office without any charges or obligations. If they decide not to proceed further by activating their free position, their free position will automatically be cancelled after 14 days and all personal data will be deleted from the Ilgamos database. The number of days left from this 14 day free period can be seen in the „Live“ column in all partners' web office.

Funds loaded to the registered partner's Ilgamos eWallet during the 14 day free period are fully refundable unless any or all of the packs offered by Ilgamos have already been purchased. In this case Ilgamos guarantees to refund within 30 days in full all funds transferred to the partner's eWallet (minus banking and transaction costs).

Once any or all of the packs have been purchased by the partner within the 14 day free trial period, no refund may be claimed by that partner. When partners purchase their pack(s) they agree to irrevocably waive their right to a refund.

3.1.13. Incorrectly entered sponsor IDs may not be changed later. A new registration is required.

3.1.14. Ilgamos recommends that sponsors give assistance to their new partners in the process of their registration.

3.1.15. Partners enter their web office with their user name and password at all times.

3.2. Forgotten user name / password

If partners forget their user name and/or password, Ilgamos will – upon request – send out an email message containing a link of an online platform where a new user name / password may be requested.

3.3 Transfer of funds

Partners may use credit cards, wire transfers and wallet loads to fund their Ilgamos eWallet to purchase the business pack(s) and other products selected, as defined and communicated from time to time by Ilgamos. All banking fees and wire transfer expenses will be borne by the partners; Ilgamos must receive the full net amount of the selected pack(s) in order to be able to pay full commissions.

Upon receipt of funds wire transferred, Ilgamos immediately credits the amount to partners' cash accounts in their web office, marked „available cash“. Partners may then select their business pack for purchase; thus the position is activated. Once again, it is the responsibility of partners to ensure sufficient funds are transferred and made available for the purchase of the selected business pack.

PLEASE NOTE: partners must provide their selected user name as well as the transaction ID code generated automatically by the system when making their bank wire transfer. In case there are insufficient funds in the partner's cash account for the purchase of the selected business pack and the activation of the position, the partner receives a notification and the purchase will be kept on hold. Likewise, if a partner's data are insufficient or inaccurate (user name, transaction ID), the purchase process will be placed on hold until all missing details are provided. Ilgamos will send an automatic error message identifying the problem and requests the partner to remedy it. Individual bank transfer and transaction costs must be taken into account and added to the net amount when transferring funds to Ilgamos in order to avoid a shortfall of cash.

3.4. Advantages of the relationship between Ilgamos and its partners

3.4.1. Partners may purchase additional business packs at the time of their registration or any other time thereafter.

3.4.2. Partners may refer new partners to Ilgamos and receive commissions and bonuses on such purchases.

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3.4.3. Based on their performance, partners may advance to higher qualification levels in the network hierarchy and receive various bonuses paid on a real time basis.

3.4.4. Partners may from time to time participate in various competitions and rewarding challenges.

3.4.5. Partners may request assistance from their line of sponsorship as well as Ilgamos customer support. They may also attend training and motivation sessions and may receive promotional material for their work (some of them free of charge while others are offered for consideration, as advised time to time by the company).

3.5. Commissions & Bonuses

3.5.1. Commissions and Bonuses: the amount of money calculated on the basis of the performance of the partner and the partner's group and credited to the partner's cash account, in accordance with Ilgamos' latest Real Time Compensation Plan (RTCP). The up-to-date version of the RTCP can be found on the web page. **Although according to the provisions of present Terms, the RTCP is sent to the Partners by Ilgamos, partners undertake the obligation to carefully read the up-to-date version of the RTCP prior to each and every transaction that they carry out.**

To be specific,

i) referral commissions are credited within 1 hour from the time those commissions were generated (the time Entry Packs were purchased);

ii) bonuses from the binary structure (purchase of Entry, Basic, Medium, Business, Smart Packs and gold) are calculated in real time and credited to the partner's cash account after the weekly close.

3.5.2. Partners must meet all personal and group volume requirements as set out in the RTCP in order to maintain qualification or advance to a higher level. Personal sales volume equals purchases made by the partner. Group sales volume equals the total combined sales volume of all partners in the partner's network.

3.5.3. Partners may only present realistic income projections based on the RTCP and they must make it clear to all existing and new partners that such projections are not guarantees. Partners must make every effort to help new partners understand the RTCP in full detail.

3.5.4. A detailed description and definition of bonuses payable on the purchase of different packs, products and services can be found in the RTCP, available for download.

3.5.5. It is considered a serious breach of the Terms if a partner abuses the bonus payout system by doing any of the following:

- recruiting individuals or legal entities into the system without sharing the Ilgamos business opportunity with them in detail in advance;
- recruiting individuals or legal entities that don't understand the Terms and or don't fill out the online registration form;
- recruiting individuals or legal entities on the basis of false or misleading information;
- recruiting, or attempting to recruit, non-existent individuals or fake legal entities (phantom partner registration);

3.5.6. Transferring money out:

- Before making their first transfer instruction, partners must upload personal identification documents (copy of an ID card or passport as well as proof of address) in their web office. By doing this, partners identify themselves and comply with international KYC (know your client) and AML (anti money laundering) rules. Partners will be notified by email upon the successful completion of the identification process. Failure to meet this requirement to comply with KYC & AML rules results in the automatic rejection of the transfer request as the partner could not be properly identified.
- Partners are obliged to provide Ilgamos with a legitimate bank account in their name into which bonuses will be transferred. After the registration procedure is completed, the partner also has the opportunity to open, through his web office, his own online wallet and order an embossed bankcard. His bonuses can also be transferred into this wallet / debit card. Partners are not obliged to use this facility; they can request their bonuses to be transferred into any bank account in their name.
- Partners must adhere to and comply in full with the tax legislation of their place of residence or jurisdiction. Ilgamos is in no way responsible for its partners' tax payment obligations.

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Legal entities must produce a formal invoice before their bonuses can be paid and transferred out. Services by the legal entity are provided and bonuses are credited to the legal entity's cash account on a continuous basis but the periodicity of making out invoices is determined by the legal entity partner. The service period may not be longer than a year (ie. at least one invoice must be made out to Ilgamos every year). The latest date for presenting invoices for any past year (or part thereof) is January 15 the following year. After that date Ilgamos will not accept bonus invoices for the previous year (or parts thereof) and bonuses accumulated will not be paid.

3.6. What Ilgamos expects from its network leaders

3.6.1. Leaders are expected to motivate, train and educate all members of their team and to organize meetings for them on a regular basis.

3.6.2. Leaders are expected to inform members of their team of meeting venues and dates, any changes in the business concept or the compensation plan, any promotions and campaigns, new or discontinued products and services, etc. Leaders will maintain a steady and effective flow of information in their organization.

3.6.3. Leaders are expected to ensure that partners in their team adhere to the provisions and spirit of the Terms and its annexes.

3.6.4. Ilgamos leaders are free to represent other network marketing or direct sales companies and systems but are expected to adhere to the provisions of the Ilgamos Code of Ethics (see above).

3.7. Protecting sponsor lines

3.7.1. As a general rule, Ilgamos does not support requests for a change in sponsorship lines. In isolated instances, however, Ilgamos may approve such requests in the interest of the network as a whole – providing all affected sponsors (up to 10 generations up) agree in writing to the requested change (downlines are not required to give their approval). In the event of a change of sponsorship request is examined and approved,

- only the partner making the request will be placed under a new sponsor (the partner's downline remains intact in the old line of sponsorship and no downline will be repositioned); or
- under extreme circumstances the entire downline may be repositioned under a new sponsor.

3.7.2. Separation of an Ilgamos position. Married couples usually build their business together. In the event of a separation or divorce, it is essential to protect uplines and downlines from any potential negative side effects and ensure their interests and incomes are not hurt. Ilgamos will not split the bonus payments because a couple is getting a divorce. If one spouse relinquishes fully his/her rights to their business, he/she may rejoin the network under any partner after the required waiting period. In this case the divorced party loses his/her rights to their previous business, including downlines in and income from that business. The new business should be built from the start in the usual way.

3.7.3. If it turns out that a partner is actively building two separate (crossline) businesses under false or fictitious names, Ilgamos will make steps to remedy the status quo.

3.7.4. Partners are free to ask for the termination of their positions, if they wish to end their association with Ilgamos. This, however, will result in the partners becoming ineligible to receive bonuses and other benefits as their positions will be cancelled. Once a previously active position is cancelled, the downline under that position will roll up one level – ie. the direct sponsor of the partner who has left becomes the new direct sponsor. Partners who decided to have their position terminated may reapply and register again as a new partner, under their old sponsor or a new sponsor, after a period of minimum six months.

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3.8. Change of ownership of a network group

3.8.1. Selling / transferring a network group. A network group may only be sold or assigned to another party under special circumstances, such transfers must be approved prior in writing by Ilgamos. The following needs to be considered:

- The existing line of sponsorship should remain intact, if possible;
- The transferee (buyer or assignee) must be or must become an active Ilgamos partner. If the buyer / assignee is already an active partner, he must relinquish his old position and group before he buys, takes over or takes an interest in the new position.
- Seller / transferor must meet any outstanding obligations to Ilgamos before a transfer of his group may be approved.
- Seller / transferor will not be in breach of the Terms at the time of the sale / transfer.
- The sponsor of the seller / transferor has the first option to the purchase the group in question (ie. the sponsor must be approached first). In the event of the sponsor wishing to exercise his option to purchase the group, the group will be merged into the sponsor's group and the two groups begin to operate as one group.
- Purchase agreements must be properly prepared and submitted to Ilgamos. Ilgamos reserves the right to request further documents, if it is necessary to analyse further the background of the transaction, before an approval is given. Ilgamos will respond to the transfer/sale request within 30 days of receiving all required documents. Ilgamos reserves the right to approve or reject the request at its own discretion, keeping the best interest of the whole network in focus.

3.9. Termination of membership by Ilgamos or its partners

A partner's membership may be terminated by Ilgamos in the following cases:

3.9.1. The partner breaches or acts in serious violation of the Terms – Ilgamos may in this case terminate the membership, in writing, by sending a termination notice by registered surface mail and/or electronic mail. Such termination becomes effective on the day of delivery of such a notice.

3.9.2. Death of a partner. Positions with all bonuses, accumulated BV, rights to discounts, qualifications, rank and entitlements are inheritable, under the rules and regulations of inheritance law of the given country.

Please note: Ilgamos will not be involved with the splitting of bonuses, discounts and other entitlements. Both natural persons and legal entities may take the position of a deceased partner.

If the beneficiary of the deceased partner's estate is already an active partner of Ilgamos, the beneficiary may retain his/her original position as well as the one inherited from the deceased partner (this is an exception from the general „one member – one position“ rule as defined in herein). If a deceased partner's position is inherited by more than one person, the beneficiaries must form a legal entity with a tax number which entity will be the new partner of Ilgamos. Ilgamos will only pay bonuses to that legal entity.

3.9.3. Ilgamos expressly reserves the right to terminate any and/or all partnership agreements in writing in the event management come to any of the following decisions:

- a) the company stops all its business activities;
- b) closes the operation and liquidates the company;
- c) discontinues the sale of its products and services through network marketing.

3.9.4. Partners may also decide to terminate their agreement with Ilgamos at any time, in writing at 15 days notice, without giving any reason for such a termination. Written termination notices, containing the partner's name, signature, address, user name and ID number, should be sent to Ilgamos by surface mail or email.

Upon the termination of a partner's membership, the partner loses his/her position and all rights to discounts, bonuses and rewards will be lost. New membership may be obtained (new registration made) a minimum of 6 months after a partner's membership was terminated. Ilgamos reserves the right to reject the registration of its former partners.

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4. OBLIGATION TO MAINTAIN THE FLOW OF ACCURATE INFORMATION

In order to prevent any misunderstandings Ilgamos hereby states that the official informational sources concerning the partnership with Ilgamos, communicating news, information and announcements of any changes and/or developments are the following:

- i. web page (<https://ilgamos.com/>)
- ii. web office
- iii. news letters
- iv. official presentations of Ilgamos personnel
- v. educational materials published by Ilgamos

Changes or announcements will become effective on the day of such changes and announcements are posted on the web page.

Ilgamos may also send occasional email newsletters to its partners. Partners will have the option to unsubscribe from this service at any time. All notices sent via email are considered delivered unless the system indicates otherwise. Personal profile data and contact details provided by partners will be considered valid by Ilgamos. By accepting present Terms, partners understand and accept that the official language of communication between the Parties is English.

Due to the fact that the communication – either oral or written - between Ilgamos and its partners may contain strategically crucial confidential data, trade secrets, know-how or other highly discretionary information, Parties hereby lay out the following rules for communication.

Parties hereby undertake not to directly or indirectly share any of the information that they receive from the other Party such as e-mails, letters, instant messages, voice and/or video calls or any other form of communication. Present provision shall apply to social media activity as well.

Ilgamos informs all of its partners that as an exception from the above all of the content posted on Ilgamos' official Facebook page may be subject to sharing with third parties on the condition that in accordance with present Terms the official language of Ilgamos' posts are English, thus Ilgamos excludes its liability for any inaccurate translations to other languages. Nonetheless, Ilgamos may choose to translate some or all of its texts into other languages at its own discretion.

Any breach of the rules specified in present chapter may lead to suspension of the given partner's validation or definitive exclusion from using the web page.

5. DATA PROTECTION AND PRIVACY RULES

5.1. Registration by partners with Ilgamos includes the automatic acceptance by partners of the Privacy Policy and Refund Policy of Ilgamos. Partners explicitly authorize Ilgamos to securely and electronically store their personal data for statistical purposes as well as calculating bonuses and other benefits. Partners also authorize Ilgamos to pass such personal data on to selected partners (upline) within the Ilgamos network to the extent that it is required to build and maintain business communication. Partners warrant for the accuracy and validity of their personal data given by them to Ilgamos. Ilgamos' Privacy Policy and Refund Policy can be viewed on the web site; they form an integral part of the Terms.

5.2. Confidentiality. Both Ilgamos and partners will, under the Terms which forms the basis of their cooperation, treat all information, fact, data and know-how relating to their business activity as strictly confidential. Disclosing such confidential information to unauthorized third parties will be considered a breach of the Terms. Ilgamos makes every effort to ensure that no personal data of its partners can be tampered with by outside parties.

5.3. Neither Ilgamos nor its partners shall be held responsible for any loss or damages due to vis maior.

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6. MISCELLANEOUS

6.1. Communication email address. Partners are required to provide a valid email address at registration so Ilgamos may send all information, newsletters and notices to its partners without delay. It is the partners' responsibility to keep their contact details up to date.

6.2. Settling disputes. Ilgamos and its partners are expected to settle any dispute that may arise between them under the Terms through direct negotiations. Should such negotiations produce no satisfactory results, Ilgamos and/or its partners are subject - regardless of the citizenship of the partner - to the competence and jurisdiction of the London Court of International Arbitration, whereas - above the regulations of present Terms -, provisions of the law of the United Kingdom shall be applicable.

6.3. Geographical restrictions. Partners of Ilgamos are free to start and develop their Ilgamos business in any country, territory or jurisdiction. Partners may not ask for or may not receive territorial exclusivity for themselves or any third parties.

6.4. Recruiting guidelines. In order to protect the reputation and image of Ilgamos, partners of Ilgamos are not allowed to use unsolicited approaches via telephone and fax or to send email spam. Prospects must give prior approval before such approaches are made by partners as it is important that all communication takes place in a mutually accepted way. Partners are required to respect the dignity and privacy of their prospects, whether they are friends or strangers.

6.5. The use of company logos and visual design elements. All logos and visual elements used by Ilgamos are the sole property of Ilgamos International Ltd. They are valuable design elements and trademarks which may not be used by partners and/or third parties unless prior written approval of the use of some or all design elements is provided by Ilgamos. Partners found to be using Ilgamos logos and design elements without approval will be asked to stop using them; failure to comply may lead to the termination of the partner's position.

6.6. Use of domain names. Partners are not allowed to use the Ilgamos name or the company's commercial brands, product names, service logos, trademarks, or any other texts or images derived from them, in any of their domain names, Facebook pages, blogs, email addresses or any other online presence. It is specifically forbidden to register any domain name with any extension in any country, territory or jurisdiction that contains the word Ilgamos or any other word and/or expression that may be seen as having anything in common with Ilgamos and its business system. Partners found to be in breach of this rule will be asked to remove all unauthorized elements; failure to comply may lead to the termination of the partner's position.

6.7. Use of marketing tools and the media. Partners are only allowed to use promotional material (printed or electronic) that was produced by Ilgamos or by partners under specific written approval from Ilgamos. No partner is allowed to produce and distribute their own promotional literature, online or offline. Ilgamos takes no responsibility for any loss or damage that may arise from the use of unauthorized promotional material.

6.8. Business meetings and events. No partner may hold large public meetings to promote their Ilgamos business and make and publish audio and video recordings of such meetings online or offline without prior written approval from Ilgamos.

6.9. Similarly, no Ilgamos products may be placed on display or no media appearances may be arranged by partners without prior written consent from Ilgamos. Any request from or approach by any media outlet (newspapers, TV and radio stations, online media, etc.) should be handled with extreme care. No partners are allowed to respond to such enquiries and approaches independently, on behalf of Ilgamos; partners must report such requests and approaches immediately to Ilgamos. The company will respond to calls from the media and handle all media enquiries and approaches in order to provide the general public with accurate and unbiased information about the activities of Ilgamos and the benefits of our business. Partners found to be in breach of this rule will receive a warning from Ilgamos; failure to comply may lead to the termination of the partner's position.

6.10. Licences and approvals. As a general rule, direct sales companies are not required to obtain any specific licence or approval to carry out their businesses and no standard licencing procedure exists. Therefore, partners are not allowed to make any statement to the effect, or generate an impression, that the business model developed and used by Ilgamos has been „licensed“ or „approved“ or in any way „recognized“ by any authority.

6.11. Lapses. All claims by partners against Ilgamos will lapse after 1 year. If a partner wishes to initiate legal action against Ilgamos for any mistake or omission made by the company under the Terms, the partner must start the process within twelve months of the date of the mistake or omission in question. If the partner fails to present his claim in writing within twelve months of the date of the mistake or omission, his claim lapses. In this case the partner

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loses his right to claim a remedy, compensation and/or damages in any shape or form. No group claims may be made against Ilgamos under a class action; only individual partners may come up with claims against Ilgamos.

6.12. Partial invalidity. Should any section or element of the current Terms prove to become invalid or unenforceable, that invalid or unenforceable section or element must be treated separately from the main body of the Terms as if that section and element have never been part of the Terms. Any invalidity or unenforceability of any section or element does not affect the validity and enforceability of all other parts and provisions of the Terms.

7. DEFINITIONS

Termination of partnership agreement: the cessation of a partner's relationship with Ilgamos, which may be instigated in writing either by the partner or Ilgamos. When this happens, the parties will settle their accounts with each other, after which Ilgamos will remove the former partner's positions from the sales system and erase permanently all of the partner's personal information and business data from its records with the exception, for statistical purposes, of data that may in no way be linked to the specific partner.

Upline: partners along the line of sponsorship above a partner, all the way up to Ilgamos. The term is used generally to describe lines of sponsorship that links all partners of Ilgamos.

Company: Ilgamos International Ltd.

Parties: the company and its partners; they entered into a business relationship under the Terms.

Entry Pack, Basic Pack, Medium Pack, Business Pack, Smart Pack: various packs made available by Ilgamos for partners to purchase. They have different prices, containing different products, services, benefits and entitlements, as defined in the Real Time Compensation Plan. Packs are purchased at the time and after registration.

Position: a place occupied by a partner in his genealogy (generational) tree as well as the upline's binary structure.

Qualified partner: any partner who has met the conditions of qualification as described in present Terms and also in the Real Time Compensation Plan.

Registration: joining the Ilgamos system; becoming a partner.

Weboffice: a partner's individual online business platform, provided by Ilgamos. It is identified by the partner's User Name, ID number and it is protected by a password selected by the partner. Partners may monitor the progress of their business and also follow, in real time, their bonuses, the growth of their group, arrange money transfers, etc.

System: a network of partners, linked to one another through personal genealogy as well as the trinary structure.

Sponsor: a partner who invited a new partner into the business system. Each new partner registers directly under his/her sponsor. Each partner has one direct sponsor but sponsors may have an unlimited number of partners that they sponsored into the business.

Sponsor line: a system of partners linked to each other in the network.

Partner: any natural person or legal entity that has entered into a cooperation agreement with Ilgamos, having read, understood and accepted the Terms at their own free will without being under any pressure or threat from anybody.

Generation (genealogy) tree: the network of a partner's personally sponsored partners and their personally sponsored partners and so on.

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Binary structure: a method of placing new partners into a structure where each partner has two available empty positions directly linked to his/her own position.

KYC & AML requirement: all partners must, under international law, upload a copy of their personal identification documents (ID card or passport and proof of address) any time before making the first online instruction to transfer cash out of their Ilgamos cash accounts and also to make gold purchases. Ilgamos will approve the partner's identity after checking the validity of such documents. No money may be transferred out unless the KYC and AML requirements are met in full.

Ethics Committee: Ilgamos may from time to time set up an Ethics Committee to investigate complaints and accusations in relation to certain partners' actions or behavior. The Ethics Committee is committed to make a realistic, unbiased assessment of cases brought before it. Complaints are heard and they may be rejected as well as accepted, depending on the results of the investigation. If a complaint against a partner or partners is established, the partner(s) may be reprimanded, fined, even suspended or terminated, depending on the circumstances. The Committee is obliged to advise the partner(s) in question and the line of sponsorship of its findings and decisions within 30 days.

Ilgamos webpage: the web site with the domain name <https://ilgamos.com/>

Vis maior: an „act of God”, or „force majeure”, ie. a usually catastrophic event beyond the control of Ilgamos or its partners, typically natural disasters, fire, flood, state of emergency, riot, civil war, war, strike or other forms of labor stoppage, acts of terrorism, unforeseen temporary or permanent interruption of internet communication, loss of data, etc. Ilgamos is not responsible under the Terms for any losses and/or damages resulting from vis maior events. In the event of a vis maior, Ilgamos shall immediately notify its partners in writing, indicating the extent of any damage or loss as a result of a vis maior. The delivery of obligations under the Terms may be suspended in part or in full but all parties are obliged to do their best and exercise utmost care in reducing the damage and restoring the operation into its original conditions.