



## Rules of Conduct (Updated on April 2021)

### APPLICABILITY

All partners ("Members") of The Network by Centurion ("The Network") must observe these rules of conduct (the "Rules") when doing any business which relates to the Centurion Group and/or its products. Centurion Global Limited and its related companies, (collectively, the "Centurion Group") reserve the right to take action against partners who breach these Rules. Such actions may include temporary or permanent suspension of privileges and or rights with respect to their participation in The Network by Centurion or other Centurion Group activities.

### EXPLAINING THE NETWORK BY CENTURION BUSINESS OPPORTUNITY

- 1) All partners must describe the business of The Network by Centurion as sale and distribution of DSV and DSV-P and the development and promotion of the Centurion Group's cashless economy and related businesses.
- 2) When presenting The Network by Centurion business opportunity as set out in the Network Compensation Plan to non-partners, partners must clearly explain the following:
  - a) Partners of the Network are paid for purchases of DSV and DSV-P made by new partners they introduce to the Network and additional new partners which those partners introduce (together those partners constitute the original partner's "downline");
  - b) Partners are not compensated for referring people into the Network. The Compensation Plan only offers commission payment to partners in return for purchases of DSV and DSV-P which are purchased directly from Centurion Global; and
  - c) No commission is payable to any partner under the Compensation Plan in respect of DSV and DSV-P that a partner sells, purchases or transfers from or to another person or partner.

### APPROPRIATE BUSINESS PRACTICES

No partner may require any other partners or any third party to:

- a) Purchase any specified number of products or services either initially or at any point in the future
  - b) Purchase any non-Centurion product, "starter," "decision," or other "pack" or "kit";
  - c) Purchase literature, audio-visual aids, or other materials; or
  - d) Purchase tickets for and/or attend or participate in any meetings.
- 29) Members may not use any business cards to create the impression that they are employed by The Network by Centurion Group, save that they may use the format of the business cards provided by The Network by Centurion for marketing activities relating to the Coins and may refer to themselves only as "Independent Network Partner".
- 3) No partner shall engage in any deceptive or unlawful trade practice.
  - 4) No partner shall operate any illegal or unlawful business enterprise, engage or participate in any illegal or unlawful business activity.
  - 5) Partner shall conduct himself or herself at all times in a professional, polite and considerate manner and shall not use pressure or other unfair sales tactics.
  - 6) Partners may not take advantage of their knowledge of, or association with, other partners, including their knowledge resulting from or relating to the line of sponsorship, in order to promote and expand other business ventures. Such conduct constitutes an unwarranted and unreasonable interference with the business contract of other partners and Centurion Global.
  - 7) Partners shall not solicit, directly or indirectly, other partners in order to sell, offer to sell, or promote other products, services, or business opportunities not offered or marketed by Centurion Global. This also applies to investments, securities, and loans, regardless of their source.
  - 8) Members shall not sell, offer to sell, or promote any other business opportunities, products, or services in connection with the Compensation Plan.
  - 9) It is a breach of these Rules for a partner to:
    - a) Interfere or attempt to interfere with another partner's membership; or
    - b) Induce or attempt to induce another partner to change his/her line of sponsorship, to transfer or abandon his/her membership, or to sponsor or not sponsor a particular prospect; or
    - c) To induce or attempt to induce another partner to deny assistance or support of any kind to a downline partner or any other partner; or
    - d) To induce or attempt to induce another partner to breach any of these Rules or other regulations, rules or policies published by Centurion Global from time to time.
  - 10) No partner shall manipulate the Compensation Plan or commission volume in any way which results in the payment of commissions, bonuses or other awards and recognition that have not been earned in accordance with the terms of the Compensation Plan. In this regard, the strategic and artificial structuring of a line of sponsorship for the purpose of depth building, whether or not there are relationships between those who are sponsored and those who sponsor, is considered to be manipulation and an unacceptable business practice. Centurion Global at its sole discretion will determine what constitutes manipulation of the Compensation Plan.



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- 11) A partner who engages in sponsoring activity or who sponsors a partner shall:
- a) Comply with the Rules and meet all requirements as set forth therein.
  - b) Train the sponsored partner in the Rules and policies, issued from time to time, or cooperate with their own upline to ensure that this training occurs.
  - c) Ensure that the partner whom they have personally sponsored and downline of those sponsored, fully comply with the Rules and all applicable laws and regulations.
  - d) Invite but not require partners whom they have personally sponsored and downline of those sponsored to attend official Ducatus meetings and functions.
  - e) Explain the responsibilities and obligations of a partner under these Rules and instruct the sponsored partner on how to operate a Membership in accordance with the Rules.
  - f) Support and comply with the Rules and educate and assure that other partners whom they have personally sponsored and downline of those sponsored, do the same.
  - g) Protect the sponsorship rights of each partner whom they have personally sponsored and downline of those sponsored.
- 12) In seeking participation of new partners ("prospects") in the Compensation Plan, the sponsoring partner must comply with these Rules as well as the following:
- a) Must not represent that prospects can benefit (or receive commission payment) by purchasing DSV and DSV-P or other products from any person other than Centurion Global.
  - b) Must not require prospects to purchase, or represent that prospects are required to purchase, any products from any given partner under the Compensation Plan.
  - c) Must not say that Centurion Global offers an opportunity to make money without making retail sales or marketing the products.
  - d) Must not promote the enjoyment of tax benefits as the best or principal reason for becoming a partner.
  - e) Must not say that the business is a "get-rich-quick" or "earning passive income" opportunity in which it is easy to achieve success with little or no expenditure of effort or time. In the event, another partner is used as an example for success, that partner's success must be verifiable and substantiated.
  - f) Must not say that there is an obligation on the part of the prospects or new partners to undertake marketing activities (there is no such obligation).
- 13) No partner shall represent that they have rights over certain exclusive territories for the Centurion Global business or that there are territories in which the DSV and DSV-P are exclusively available. It is a breach of the Rules to make such a representation.
- 14) A partner shall not require a prospect to purchase products and/or services and/or say that a deposit is required in order to participate, nor that there is a fee under the form of a training course, seminar, social event or similar activity in order to have the right to participate, except for the initial administrative fee payable upon registration as a partner. It is a breach of the Rules to make such a representation.

### NO IMPROPER STATEMENTS

- 15) Any claim that use of the websites, purchasing or owning DSV and DSV-P or participating in the Network or in marketing activities relating to DSV and DSV-P is or will be guaranteed to lead to profits, revenue, earnings or income for any person is strictly prohibited.
- 16) Do not predict financial, economic or any form of success for another partner or potential new partner who may join the Network.
- 17) Do not give any investment advice in connection with DSV and DSV-P. Any reference to the DSV and DSV-P as financial investment products would be incorrect and shall not be made. If you receive questions regarding these matters, encourage the person to consult an independent qualified and professional legal or financial advisor.
- 18) Do not make any statement regarding the legality of anything relating to the DSV and DSV-P.
- 19) Do not provide any advice regarding taxation to any person. If you receive questions relating to tax, direct the person to consult an independent qualified and professional tax advisor.
- 20) Do not represent or expect that transactions conducted using the DSV and DSV-P will be kept confidential by Centurion Global or by anyone else, other than as explicitly provided in the privacy policy (see below).
- 21) You shall not represent or imply that the DSV and DSV-P have been endorsed, approved or otherwise by any governmental or other authority.
- 22) Whether from ownership of the DSV and DSV-P or potential bonuses, you must not represent that partners will earn or receive any stated gross or net amount, and you must not represent in any manner the past earnings of partners as an indication or forecast of what other partners will earn.
- 23) You must not represent, directly or indirectly, that additional partners are easy to refer or retain, that bonuses are easy to earn or will be earned, or that all or substantially all partners will be successful in earning bonuses.

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### AUTHORITY AND COMPLIANCE WITH THE LAW

- 24) No partner shall represent or claim that he or she has any employment relationship with Centurion Global or any of its affiliated companies and/or any other Member.
- 23) Partners shall not misrepresent the nature of their or other partners' relationship with the Centurion Group nor make any representation, except in accordance with the explanation given in the Compensation Plan or other official publications of documents produced by Centurion. Partners must indemnify Centurion 3) 25) Global for any costs or other damages whether financial or otherwise which directly or indirectly arise from such false representation, including any legal fees Centurion may have incurred.
- 26) Partners shall not imply that they are employees of the Centurion Global, nor shall they refer to themselves as "agents," "managers," or "company representatives", nor shall they use such terms or descriptions on their stationary or other printed materials, save that they may use the format of the business cards provided by Centurion Global for marketing activities relating to the DSV and DSV-P and may refer to themselves only as "Independent Network Partner".
- 27) Members who engage, directly or indirectly, in any activity related to the Centurion business must do so in a manner that complies with the letter and spirit of the applicable laws, regulations, and rules, policies and procedures. Failure to do so shall be a breach of these Rules.

### COMMUNICATIONS

- 28) No partner shall send, transmit, or otherwise communicate any unsolicited electronic mail or other messages of any kind to persons with whom the partner does not have a pre-existing personal or business relationship. (This includes, but is not limited to, sending e-mails, postings in news groups, mass SMS messages (Short Messaging System) purchased mailing lists, "safe lists", or other lists of individuals or entities with which the partner does not have a relationship). All such electronic communication should be made in compliance with applicable data privacy and other applicable laws.
- 29) Partners must not use any broadcast communication methods including mass mailings, telemarketing, national or international advertising, radio, television, facsimile services, computer communication networks including the Internet, or any other means by which personal contact is not present to secure new partners or to solicit the sale of products.
- 30) All partners are responsible for communicating any updates or changes to their personal information (e.g., name, address, and telephone numbers, emails addresses etc.) or business information (e.g., change of business status, etc.) to Centurion Global via the Member Portal.

### PROPRIETARY INFORMATION AND CONFIDENTIALITY

- 31) In addition to other rules, regulations and guidelines issued or otherwise made known by Centurion Global having to do with the use of the "Centurion" trade name, trademarks and copyrighted materials, Centurion Global's confidential and proprietary business information including, but not limited to, line of sponsorship information (i.e., information compiled by Centurion Global that discloses or relates to all or part of the specific arrangement of sponsorship within the Centurion Global business, including, without limitation, information relating to the Centurion Global's constituent businesses, partner lists, sponsorship trees, and all partners or Centurion business information generated therefrom, in its present and future forms), business information, manufacturing and product development, business plans, and partner sales, earnings and other financial information, constitute commercially advantageous, unique, and proprietary trade secret and business secrets of Centurion Global which it keeps proprietary and confidential and treats as a trade secret and business secret and constitute "Proprietary Information" subject to these Rules.
- 32) Centurion Global is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained by The Network by Centurion. The partner acknowledges all Proprietary Information is owned by Centurion Global through the considerable expenditure of time effort and resources.
  - a) Partners are granted a personal, non-exclusive, non-transferable and revocable right by Centurion Global to use Proprietary Information, to the extent provided to them, but only in so far as is necessary to facilitate their Centurion business as contemplated under the Rule. Centurion Global reserves the right to deny or revoke this right, upon reasonable notice to the partner stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of Centurion Global, such is necessary to protect the confidentiality or value of Proprietary Information. All partners shall maintain Proprietary Information in strictest confidence and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information, to the extent provided to them, and maintain the confidentiality.
  - b) Partners shall not compile, organize, access, create lists of, or otherwise use or disclose Proprietary Information except as authorized by Centurion Global. Partners shall not disclose Proprietary Information to any third party, or use Proprietary Information in connection with any other businesses.
  - c) Use or disclosure of Proprietary Information, other than as authorized by Centurion Global, shall cause significant and irreparable harm to The Network by Centurion, and Centurion Global may claim appropriate, compensation for damages as well as demand a partner to refrain from the harmful conduct as well as seek any other remedies under applicable laws.
  - d) In case of disclosure of the Proprietary Information, voluntary or not, by a partner to any third person, the partner should immediately notify Centurion Global of that fact and take the necessary measures in order to (a) prevent further disclosure by such third party and (b) oblige such third party to sign a confidentiality and non-disclosure agreement for the benefit of Centurion Global and under no less stringent terms that those provided within these Rules.
  - e) A partner shall promptly return any and all Proprietary Information or any copy of the same to Centurion Global upon expiration, failure to renew, denial of extension or termination of his or her Membership and shall refrain from any further use.



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- f) The confidentiality obligations set out herein shall survive during the term of the partner's association with The Network by Centurion as well as after they are no longer active or after their Membership has expired or been terminated for any reason.

### MARKETING MATERIALS

- 33) Partners are prohibited from using any written or online materials that have not received the prior approval and authorisation of Centurion Global, the name "Centurion" or any other trade name in use by the Centurion Group, unless written consent from the Centurion Group is first obtained or otherwise indicated as permissible under the Rules described herein.
- 34) You may create and use websites and any kind of social media related form of communication for the purposes of promoting Centurion Group business and products. However, in doing so, you may NOT use and logos or names or "handles" which suggest that you are in any way employed by or representing Centurion Global. Furthermore, the website or social media content has to contain the partner's name, current contact information, the fact that such partner is an independent network partner and further has to make clear that it is the partner and not Centurion Global which is wholly responsible for its content.
- 35) The content of the presentations which include or support the promotion of the retailing of Centurion Group products and services or the Compensation Plan must always be in accordance with the following:
- a) Members shall not:
    - i) exaggerate income representations by relating it to or incorporating it with other income and suggesting that it is the result of building the Centurion Group business;
    - ii) substitute group or non-Centurion Group organizational identity for the Centurion Group business. The Centurion Group business must always be clearly identified without any ambiguity to the prospects during the course of the presentation;
    - iii) promote one's line of sponsorship, affiliation or group in any manner that will give rise to or likely to give rise to resentment by or cause any detriment to others;
    - iv) misrepresent whether directly or indirectly and by whatever means the relationship of the partner to The Network by Centurion, for example, suggesting or implying that Centurion Group is "just a supplier", or that the partner represents a business opportunity of which "The Network by Centurion is a part", or that the partner "outsources" administrative support to Centurion Global, etc.;
    - v) promote any other business opportunity other than the Centurion Group businesses or solicit any participants to attend meetings for the purpose of presenting another business opportunity; or,
    - vi) use the meeting as a platform to promote or advocate religious, political and/or personal social beliefs.
  - b) Personal reflections on the following are not appropriate:
    - i) social and cultural issues; and
    - ii) preferences regarding specific political views, parties, candidates or elected officials.
  - c) Discussions must only relate to ethics and positive attitudes that will assist and encourage the partner's and Centurion Group's products, services and business.
  - d) Income representations, whether direct or implied, must reflect a realistic income potential from participation in the Compensation Plan.
- 36) If a partner is contacted by Centurion Global in relation to any information he or she has produced, published, issued or posted, the partner is expected to respond immediately by removing or amending the information as requested. Failure to comply with requests relating to disallowed content is a breach of these Rules and will lead to penalties with respect to that individual's partnership.

### TRADEMARKS AND INTELLECTUAL PROPERTY

- 37) Partners must observe the Rules that have been developed to maintain the integrity of Centurion's intellectual property and to ensure that the "Centurion" brand will be available exclusively for the Centurion Group businesses.
- 38) Centurion Global has implemented a corporate identity program that requires the correct and consistent use of the "Centurion" corporate logo. Where the partners are permitted to use the logos pursuant to these Rules, no alterations to the approved logotype are allowed by partners. Upon request, Centurion will provide an example of the approved logotype and colour specifications used.
- 39) Partners shall not misuse or misappropriate Centurion Group's trademarks or other intellectual property or Proprietary Information. It is a breach of the Rules for a partner to use any trademarks or other intellectual property or Proprietary Information belonging to or licensed to Centurion Global except in accordance with the applicable terms, conditions and procedures set forth in the Rules.
- 40) Each Member acknowledges and agrees that The Network by Centurion is the licensee of certain trademarks including, e.g., logos, service marks and other intellectual property and industrial property, including the name "Centurion", and various trademarks, trade names and service marks used in connection with Centurion Group products and services, and the various designs or labels.
- 41) Partners shall not use, in connection with his/her Centurion business or any other business (including but not limited to, any business vehicle, office, phone listings, premises, or stationery) and/or on or in connection with any products, the "Centurion" name, or trademarks, service marks or other intellectual property belonging or licensed to Centurion Group without the prior written consent of Centurion Global and subject always to any conditions attached to such use except as otherwise provided herein. Centurion Global reserves the right to withdraw its consent at its absolute discretion.