

ATTACHMENT 1



GENERAL PRINCIPLES AND REGULATIONS

Ushare is a trademark of USHARE LLC

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❖ SECTION 1 | GENERAL PRINCIPLES OF THE SHARER

1.1 WHO THE SHARER IS AND WHAT IT DOES

USHARE LLC (hereinafter also: USHARE and/or the Company) has developed its own network of Sharers, in charge of Independent Direct Seller (hereinafter also "Sharer") - created with innovative criteria and using the professional "Social Profit Marketing" system - a direct sales System.

Sharers, also, thanks to the most modern digital communication tools, are entrusted with the promotion of products and services as part of the "Ushare" commercial initiative implemented by the Company.

The Sharer carries out - in full autonomy and without any time constraint - the activity, in full harmony with its own propensities, provided always in compliance with the provisions of this document, as well as by the Letter of Assignment (hereafter also: "Sharer Assignment") and by the Marketing Plan.

We aim to create and develop a sales team, whose authenticity is the principle of action, and credibility its effect.

The Sharer has the opportunity to:

- Invite
anyone to become Sharer
- Let Know
to anyone the Products and Services marketed and distributed by the company
- Create
its own team of sponsored Sharers, thus being able to earn commissions (so-called indirect) on the sales promoted by these Shares

1.2 OPEN MARKETS

Sharers are authorized to carry out the activity, exclusively in the countries in which the Company has decided to operate. The company will hold Sharers, who operate without authorization in other countries directly responsible.

The activity must be carried out according to the laws of the country in which the individual Sharer operates.

These rules do not replace the laws of the country to which each Sharer must comply, but they add to them as supplementary rules to be observed.

❖ SECTION 2 | BECOME A SHARER

2.1 Sponsorship line

Each Sharer is linked to the Company by a contractual relationship from Independent direct seller.

For the only purpose of calculating the commission fees, a Sponsor will correspond to each Sharer.

The Sponsor is the Sharer, upon whose invitation, another person decides to become Sharer too.

Again for the only purpose of calculating commission fees, each individual Sharer is connected to its Sponsor through an activity code, creating a connection line (so-called "Sponsorship Line"). Going down the Sponsorship Line will identify the components of the Organization in "downline".

2.2 Possible typer of customer

The customers of the Company can register through the website www.ushare.marketing as "PRIVATE CUSTOMER" (for this meaning natural person) or - CUSTOMER COMPANY (for this meaning, instead, legal person/ VAT holder).

➤ PRIVATE CUSTOMER

Enter your personal data and directly purchase the Ucard from those available and useful for the purchase of products and services which you can select by accessing the dedicated SHOP area of the www.ushare.marketing site.

Each CUSTOMER will correspond to a Sharer.

If the CUSTOMER subsequently decides to become a Sharer, can do it directly from the dashboard, by signing the relevant Assignment Letter, available together with the relative attachments.

➤ COMPANY CUSTOMER

Enter your personal data and buy the Ucard directly from those available and useful for the purchase of products and services which you can select by accessing the dedicated SHOP area of the www.ushare.marketing site.

To each COMPANY CUSTOMER will correspond a Sharer.

If the COMPANY CUSTOMER subsequently decides to become a Sharer, can do it directly from the dashboard, by signing the relevant Assignment Letter available there together with the relative attachments.

2.3 LETTER OF ASSIGNMENT

It is necessary to fill and accept the appropriate Letter of Assignment, available online on the website www.ushare.marketing, also providing all the required documentation.

When completing the application, the candidate must indicate the surname and the code of the Sharer / sponsor who invited him to become Sharer.

This subject, if the Letter of Assignment is accepted by the Company, will take on the role of Sponsor of the new Sharer.

In confirmation of said - if any - acceptance, the Company will send a special written "welcome" to the new Sharer.

2.4 Renewal and annual fee

2.4.a. The Assignment Letter has a duration of one (1) year, starting from the date of subscription, tacitly and automatically renewable from year to year.

2.4.b. For the purposes of the aforementioned renewal, the Sharer is required to pay the annual amount to the extent indicated in the Letter of Assignment, as a reimbursement for the expenses for the management of the Sharer position by the Company, and for access to services Internet made available to the latter by the Company itself better specified in the Letter of Assignment.

2.4.c. In the absence of such payment, the Letter of Assignment will be considered automatically resolved and the Sharer will no longer have access to the Dashboard.

2.4.d. Again, in the event of non-renewal of the assignment, the Appointee will no longer have any gains on its own network of sponsored Sharers and Customers, and will be able to operate as a mere "Customer", thus purchasing the products and services marketed by the Company.

2.5 Requirements for becoming a Sharer

In this regard, please refer to what has already been indicated in the Assignment Letter

2.6 Responsibility

The burden of the subject who intends to become Sharer is to declare, under its own exclusive responsibility, the existence of the requirements referred to in point 2.5 above, and, in any case, to provide all the information and documents required, pursuant to the Letter of Assignment.

In no case will the Company be held responsible for incorrect, incomplete or untruthful declarations made by the subject when completing the Letter of Assignment. The Company reserves the right to terminate the relationship with a Sharer at any time if it is ascertained that the information provided by the Sharer is incorrect, incomplete or untrue.

2.7 Acceptance or rejection of the Letter of Assignment by the Company

The company reserves the right to accept or reject any application for membership without having to provide explanations or reasons of any kind.

2.8 Effect of the termination of the relationship on the Personal Sharer Organization

The termination of the contractual relationship between the Sharer and the company, for any reason, will automatically result that, the sponsored Sharers Organization, being acquired by the Sponsor, and in the event that the relationship between the Sponsor and the Company has already ceased on that date, the Organization will be acquired by the first Sharer, whose contract with the Company is still in existence, going up the Sponsorship Line of the terminated Sharer. For "Sharer Organization" is meant the set of Sharers in downline with respect to the single Sharer.

2.9 Sharers obligations

2.9.a. Sale and promotion in places open to the public

No Sharer must allow that products or services, marketed and distributed by the Company, could be sold or displayed in places open to the public and / or for sale to the public, including charity sales, trade fairs, exhibitions and the like; the display of the aforementioned products or services is also not allowed, even if not for sale. Furthermore, Sharers must not use mass media such as TV channels, radio broadcasters, computer networks, advertisements on social networks, magazines or newspapers, etc., to find new customers or to contact people who can join as Sharers .

2.9.b. Stress not allowed (Unsolicited email messages - spamming)

Sharers cannot make unauthorized solicitations towards unknown persons such as forwarding unsolicited e-mail messages to one or more previously unknown subjects (for example, it is not possible to send e-mail messages to news groups or other lists of people or companies).

2.9.c. Correctness and precision

no Sharer will have to make any offer to sell products or services marketed and distributed by the company that is not correct and precise with regard to price, quality, characteristics and availability.

It will also have to inform and make aware that joining Ushare and the purchase of products and services connected to it, is NOT risk-free as the success and the diffusion of Ushare and related and connected products and services , is closely related to the pleasure of the public to which it is proposed and understood in a still evolving regulatory scenario; it is also subject to entrepreneurial risk like any commercial activity. It is therefore forbidden to propose the project without prior information of the above, to induce to purchase quantities of products or services that are disproportionate to the economic capacity of the customer or to induce him to purchase quantities of products or services exceeding the will of the customer using language or expressions aimed at belittling the customer himself or using promises or guarantees of results for the sole purpose of concluding the sale.

Furthermore, Sharers cannot, by way of example, perform any of the activities listed below:

- ✓ emphasize or attribute to the company's products or services, qualities or characteristics that do not correspond to the truth or, in any case, not guaranteed;
- ✓ spend the company name and / or brand in relation to products or services not related to the company itself;
- ✓ to publish messages and videos on internet and in social networks, regarding products and services distributed by the company, which have not been previously written authorized by the company itself;
- ✓ use misleading language that creates the false illusion of getting rich without risk or of automatic commission income without doing any type of business;

2.9.d. Alteration, counterfeiting and imitation of the contents and / or image of the company

the Sharers cannot, in any way, counterfeit and/or imitate the contents and/or image of the company, the websites, the material, documents and publications made by the company itself and of all the brands connected to it.

2.9.e. Compliance with applicable legislation

Sharers must act in accordance with all applicable laws and regulations, and cannot conduct any other activity that could endanger or damage the reputation of the Sharers or of the company.

The company will make every reasonable effort to inform the Sharers of any changes to the legal provisions in force, without prejudice, in any case, that it will be the sole responsibility of each Sharer:

- ✓ keep yourself informed and updated on the rules in force applicable to their activity;
- ✓ act in accordance with the laws and regulations in force in the country in which the person carries out their business.

2.9.f. Illegal and fraudulent practices

no Sharer can carry out its activity illegally or fraudulently, taking into account the provisions of the legal system of the country in which the subject carries out his activity.

2.9.g. Conduct

a Sharer must always behave in a courteous and thoughtful manner and must not put pressure on potential customers, but rather make a correct presentation of the products and services marketed and distributed by the company. A Sharer must never try to impose himself on the potential customer, he must always take a measured attitude and, if the customer expresses the desire to end the meeting, the Sharer must immediately respect this will.

2.9.h. Relationship with the Company

No Sharer must appear as an employee of the company and / or other Sharers.

The Sharers must not provide an image that does not correspond to the truth about the nature of their relationship with the company and the other Sharers, or provide explanations or clarifications on the activity other than those provided for in the material made available by the company.

2.9.i. Induction to change sponsorship line under

no circumstances can a Sharer solicit, interfere or induce another Sharer to change its sponsorship line.

2.9.I. Confidentiality and Secrecy

Sharers are required to comply, with the company's confidentiality rules, as well as to comply with applicable laws and regulations, regarding the protection of the confidentiality of personal data.

Without prejudice to the provisions of the Letter of Assignment and this document, also with regard to the protection of intellectual property rights, owned by the company, the Sharer and acknowledges that commercial information, on the production and development of products and services, marketed and distributed by the company, the Company's business plans, like any other document that should be delivered or made available in the download area of the back office, to the Sharers by the Company, are covered by trade secret.

Each Sharer is required to treat the information covered by the trade secret with the utmost confidentiality, as well as to take all necessary measures to safeguard this confidentiality and avoid any unauthorized disclosure of the information in question.

The Sharer cannot collect, organize, access, list or otherwise use and disclose the information covered by confidentiality, except with prior written authorization from the Company.

The Sharer cannot disclose the information covered by confidentiality to third parties, it cannot use it for other commercial activities, whether or not they compete, directly or indirectly, with the activity it carries out as Sharer.

It is understood as of now that in the event that a Sharer should for any reason cease his activity, he must immediately return to the Company all the documents and material previously made available to him for the performance of the activity, as well as to refrain from any further use of the same, as of the information

acquired.

The confidentiality obligations set forth above will remain fully valid and effective even after the termination of the contractual relationship between the Sharer and the Company.

2.9.m. Authorization of support material for the activity

A Sharer can draft, prepare, print, distribute and / or disclose support material, in any form and of any type, to the activity carried out, only with the prior written authorization of the Company. In any case, a Sharer cannot in any way, form and measure market them to third parties.

2.10 Protection of the sponsorship line

2.10.a. The transfer of a Sharer from one Sponsor to another

it is not possible, under any circumstances and in any way, to change the original composition of the organization of the individual Sharer.

2.10.b. New assignment to Sharer, following the termination of previous contractual relationship with the Company

If, for any reason, a Sharer should cease the relationship with the company, the same may request the assignment to Sharer again, even with another Sponsor, only after at least 180 days have elapsed since the termination of the previous contractual relationship.

2.10.c. Transfer of personal account and change of Sharer personal data

The Sharer is not allowed to transfer his / her Account to third parties, or ask for a change of personal data, without prior written acceptance by the company. The transition from one owner to another remains in any case at the discretion of the company, which may not accept the request without having to communicate the reason to the applicant. In case of refusal by USHARE LLC, the decision will be irrefutable.

❖ SECTION 3 | ACTIVITY SUPPORT MATERIAL

3.1 Corporate website

www.ushare.marketing

3.2 Personal Dashboard

The Ushare Dashboard is the reserved management and administrative area of the business where, among other things, specifications, details, updates and evolutions of all the services and products marketed and distributed by the company are found.

To access you need to log in from www.ushare.marketing

From the Dashboard you can:

- ✓ access the management of your personal profile (PROFILE)
- ✓ correct the data entered, enter bank details, download / print the Assignment Letter, upload your photograph (in card format and in professional clothing)
- ✓ access the representation of your organization
- ✓ access the Configurations
- ✓ access the account statement of any sales commissions accrued
- ✓ follow the real-time development of the personal sales organization and any commissions due
- ✓ access the Utility, News, Statistics and download area for documents

3.3 Presentations, Company Events, UTraining

To accompany the personal and professional growth of the Sharers, the company organizes:

- ✓ Corporate events: for the presentation of the project and company news
- ✓ Utraining: training courses at a basic level that take place in each development area to fully illustrate the

activity, to transmit the most effective techniques for presenting services and products to customers and strategies for expanding your Shares network and customers

❖ **SECTION 4 | INTRODUCTION TO MARKETING PLAN**

For the only purpose of calculating commission fees, as the activity is developed, the individual Sharer is assigned a "Qualification".

4.1 Your organization

The Sharer's Group (hereinafter "Organization") is composed of:

- Direct Sharers (personally sponsored)
- Indirect Sharers (sponsored by the structure's direct and indirect Sharers)

4.2 Qualifications and career

Each Sharer has the same career opportunities, growth and potential earnings. The Marketing Plan is designed so that the sales volume developed personally and by your Organization constantly pays commissions based on the activity carried out and the Qualification achieved.

NB: By accessing the personal Dashboard, from the website www.ushare.marketing, the Sharer has the possibility to consult the complete Marketing Plan including the conditions for being considered an Active Sharer.

❖ **SECTION 5 | INVOICES AND RECEIPTS. SALES FEES ACCOUNT STATEMENT**

5.1 Sharer's Invoices and receipts

By signing the Letter of Assignment, the Sharer authorizes the company to issue, within the terms established by current laws, invoices or receipts for the commissions relating to the activity of Sharer. The Sharer will take care of communicating any detailed anomalies of the document issued within 10 days. from the date of receipt, term beyond which this document will be considered valid for all purposes.

The minimum billable and therefore payable amount is equal to € 50 (fifty). Furthermore, by subscribing, the Sharer exonerates the company from any administrative and fiscal responsibility and acknowledges that the above service is provided to you free of charge.

5.2 Account statement

Subject to the need for further accounting checks that may be necessary in relation to the position of the Distributor and that could lead to a lengthening of the times normally required to process the commission statement, every 15th (fifteen) day the Distributor will receive a specific monthly commission statement, published in the reserved area on the website www.ushare.marketing. After ten days of publication and in the absence of detailed complaints to be communicated in writing through the use of the dedicated assistance service usharesupport.com, the account statement and its contents will be considered tacitly and fully accepted.

❖ **SECTION 6 | SALES COMMISSIONS PAYMENT**

6.1 Payment of sales Commissions

6.1.a The payment request by the Sharer will be made within 5 working days of notification of acceptance by USHARE LLC, only by bank transfer to the current account indicated by Sharer. The cost charged to the Sharer for each transfer is € 5.00 (five).

In the event that a Sharer enters an incorrect Iban in the Ushare dashboard and the payment made by SPM is rejected by the bank, the Sharer will be charged a charge for cancellation costs of €11.00 (eleven/00)

6.1.b For some foreign countries, payment in Bitcoin and Payeer is possible. For the latter, the times for crediting may vary depending on the payment processor and the costs will be visible in the dashboard at the time of the withdrawal request.

6.1.c The minimum amount to pay the accrued commissions is € 50.00 (fifty / 00 EURO).

Commissions below this amount will always remain visible in the Sharer's Dashboard and will be payable to the latter upon reaching the aforementioned minimum amount of € 50.00 (fifty / 00 EURO).

As for the other provisions governing the payments of the sales commissions accrued, as well as the calculation criterion of the latter, please refer to the provisions of the Marketing Plan, also an integral and essential part of the Letter of Assignment.

❖ **SECTION 7 | VIOLATION, PROCEDURES AND SANCTIONS**

7.1 Sharer's violations: procedures and sanctionns

7.1.a Procedures

in the event that the company believes that, there has been a violation of the Letter of Assignment -and/or one of the provisions contained in this document-, it may initiate investigations regarding the activity of the Sharer involved. The company can initiate these investigations on its own initiative, or following a written complaint presented to the company by another Sharer, in accordance with the provisions of this document (point 7.1.b).

7.1.b Complaints from Sharers

if a Sharer believes that another Sharer has committed a violation pursuant to paragraph 7.1.a above, it must notify the company, in writing through usharesupport.com, of the alleged violation and provide all information related to it.

7.1.c Upon receipt of the aforementioned written notification of the complaint, the company will inform the Sharer in question and request immediate response from the same in this regard. Written notification of the complaint and a copy of the letter requesting information will also be sent to the company Board.

7.1.d The company may request both the Sharer who makes the report and the Sharer that is reported, to provide - always in writing - further information and / or clarifications regarding what is being reported.

7.1.e The company will decide whether or not there has been a violation of any of the provisions referred to in the Letter of Assignment and / or of this document on the basis of the information acquired following the report, and will adopt the relevant measures deemed appropriate, pursuant to this document

7.1.f Communication of the provision/ (s) to the Sharer

The company will send a written communication containing its decision to the infringer Sharer.

7.1.g Content of the communications

The communication referred to above will be forwarded to the Sharer by registered letter with return receipt to the residential address, or - alternatively - through the Sharer assistance service usharesupport.com.

The communication will indicate the violation (s) posted by the Sharer in question, and the date on which the measures taken will enter into force.

❖ **SECTION 8 | MEASURES**

The company may adopt one or more of the following measures:

8.1 In consideration of the seriousness of the breach(s) placed by the Sharer, the Company may, at the end

of the procedure described in point 7. above, take the following measures, in order of increasing relevance of the same:

8.1.a written recall: if a written recall to the Sharer is necessary, the same could be sent for information to the Sharer upline, from the qualification of Diamond and beyond.

Resolution: The company can resolve the Letter of Assignment in place with the Sharer in question in the event of serious violations after following the procedures defined in the Regulations. Following the resolution, the Sharer will have to:

- return all the products and services of the company in its possession;
- cease the use of all registered trademarks, trade names, distinctive signs or other intellectual property belonging to the company or of which the company is a licensee;
- cease Sharer activity;
- return the identification card supplied to it by the company;

8.1.b Loss of Sponsor status: in this case the Sharer is revoked the status of Sponsor of any Activity of its Downline and/or the possibility of sponsoring new Sharers.

8.1.c Revocation/suspension of the qualification: The company may revoke or suspend any qualification and request the return of any object proving this qualification (only by way of example, pins, certificates, etc.).

8.1.d Suspension: The company can intervene by suspending some or all of the Sharers' privileges provided for in the Contract, including, inter alia:

- withhold sales commission payments until the definitive resolution of the procedure initiated by the company
- suspend the authorization to carry out sponsorship activities;
- suspend invitations to courses organized by the company, travel and events;

The Sharer will be informed of the duration of the suspension.

8.1.e Admission of responsibility and commitments / declaration of cessation of the violation: the Sharer must take note of the violation declaring his commitment to remedy it and to comply with the provisions of the Letter of Assignment and of this document. The company may offer the opportunity to correct the violation within a specific period of time established by it.

8.2. Legal protection: in addition to the provisions set out in this point 8., the Company reserves the right to take action against the defaulting Sharer and perpetrator of the infringement in order to obtain compensation for damages -patrimonial and non- from the same suffered in consequence of said default and / or said violation; and this, both in civil and criminal matters.

8.3 Multiple violations: following communication from the company, the Sharer is required to take actions and initiatives aimed at correcting the violations and defaults for which he has made himself responsible.

❖ **SECTION 9 | CODE AND ACCOUNT TRANSFER**

9.1 TRANSFER OF THE ACTIVITY CODE AND ACCOUNT

As stated above, the Sharer is not allowed to transfer his Activity Code and Account to third parties, without the prior written consent of the company. In any case, it remains understood that the transfer will only take place in favor of another company Sharer / Independent direct seller of the company USHARE LLC who at the time of the transfer is not a USHARE LLC Sharer / Independent direct seller.

With regard to the request for "transfer" of the account / activity code of the USHARE LLC Sharer / Independent direct seller, the applicant is required to pay a fee of 50 (fifty, 00) euros in advance as a "reimbursement of administrative management expenses transfer".

9.2 DEATH OF THE SHARER

In the event of the death of the Sharer, the Letter of Assignment, in place with the latter, will automatically cease with immediate effect. The sales commissions eventually due to the Sharer on the date of the latter's death, will be paid by the Company in favor of the subject / s entitled to receive these amounts as heir / s of the deceased Sharer. For this purpose, the legitimate subject (s) must provide the Company with appropriate documentation, including an authentic copy of the deceased Sharer's testamentary dispositions, as well as the death certificate of the latter, or any provision of the judicial Authority that establishes about the legitimacy of the same person (s) to receive these amounts.

This person (s) will be able to continue the activity of the deceased Sharer using the activity code and the account of the latter, provided that the same (s) is in possession of the requirements to be able to operate as a Sharer / Independent direct seller of the Company and, therefore, signs a specific Letter of Assignment with the latter.