# N Generation KK Policy and Procedure/Contract Booklet

# 2024.6.

This document is a "Summary Document/Contract Document" as defined by the Act on Specified Commercial Transactions (Article 37).

- 1. **Parties.** Independent Business Owner (shall be referred to herein as "IBO" "You" or "Your." N Generation KK shall be referred to as "N Generation" or the "Company." The singular shall include the plural and the masculine shall include the feminine, and vice versa.
  - 1 About Policy and Procedure/Contract Booklet

This document is a summary/contract document that outlines the business of N Generation, Inc.

#### 2 Company Profile

Company Name	Ngeneration co., ltd	
Representative Director	Masaaki Sakurai	
Company Location	〒520-0832 6F Ishiyama Ekimae Omi Tesudo Bldg., 4-7 Awazu-cyo, Otsu-shi, Shiga 520-0832 Japan	
	Customer support	
TEL	+81-77-533-5663	
F A X	+81+77-533-5664	

# 3 IBO's Rights

- As IBO for N Generation, duly authorized by the Company to engage in commissioned sales and sponsoring activities, however, is not agent of the Company.
- IBO hs the right to solicit orders for N Generation products to participate in N Generation's compensation plan if IBO qualified.
- IBO must comply with the "Act on Specified Commercial Transactions" and other related laws in conducting their membership activities.

# 4 Membership Eligibility

- (1) Persons under age 20 may not be IBOs and no IBO shall knowingly recruit or sponsor, or attempt to recruit or sponsor, any person under age 20. Also, only person who has a certain level of financial ability, as determined appropriate by the Company (students are not eligible) is eligible to act as IBO at N Generation.
- (2) The following persons are not eligible to register
  - Persons who fall under any of the following: a. Boryokudan (organized crime groups), b. Boryokudan members, c. Boryokudan-related companies, d. General assemblymen, e. Goros for social activities, f. Goros for political activities, g. Special intelligence groups, etc., g. Other persons equivalent to those listed in the preceding items.
  - Adult wards, persons under curatorship, persons under assistance
  - Persons who have been sentenced to imprisonment or imprisonment without work in the past
  - · Those who have been expelled from membership for

any reason.

- Those who have not completed the cooling-off and withdrawal procedures for more than 6 months from the date of completion.
- Those who are deemed by the Company to be ineligible for membership.

# 5 Enrollment Procedure

- (1) The applicant must review and agree to the Terms and Policies prior to his/her enrollment. The applicant must register online in person.
- (2) The applicant shall receive QR code from his/her referrer and access to the URL to file his/her registration.
- (3) Follow the instructions on the online registration screen to make required payment.
- (4) After confirming the registration application and payment for the product, we will send you a membership registration completion notice, contract document, and product.

【Remarks】

- % The Agreement is a contract, so you should be certain you understand each provision be-fore you execute the Agreement. Registration process must be done by the applicant.
- % If confirmation of payment cannot be obtained, or if the deposit amount is insufficient or the application document is incomplete, membership registration may be delayed or the compensation may not be paid to the applicant or applicant's referral.

# 6 Date of Contract

The date of conclusion of the contract is the later of the date the registration application form arrives at the Company or the date the payment of the application fee is confirmed by the Company.

The date of conclusion of contract cannot be specified.

# 7 Specified Contributions

New applicant is required to purchase one of the initial packs out of 4 courses to become an IBO with N Generation.

[Initial course products]

Course	Product Description	Amount (After VAT) Amount (Before VAT)	Point
Diamond	NMN SWITCH 7 Sachets	315,000 yen 291,667 yen	260,000cp
Platinum	NMN SWITCH 4 Sachets	186,000 yen 172,222 yen	150,000cp
Gold	NMN SWITCH 2 Sachets	97,200 yen 90,000 yen	80,000cp

Silver NMN SWITCH 48,600 yen 1 Sachets 45.000 yen	Silver	40,000cp
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% There is no membership registration fee and no registration administration fee. Shipping fee of 8,000 yen and additional duties and taxes are required. You can upgrade your course by paying the difference within the next 2 months (maximum 3 months) from the month of registration. Upgrades will be placed automatically.

※ cp ∶ commissionable point

#### Product informiaon

Product description	NMN SWITCH	
Category	Dietary Supplement	
Wholesale Price	69,000 yen (After VAT) 63,889 yen (Before VAT)	
Member Price Point	48,600 yen (After VAT)) 45,000 yen (Before VAT) 40,000cp	
Quantity · Contents	30 tablets (340mg/tablet)	
M a i n ingredients	NMN Olive leaf extract, amino acid powder, young grape bud extract, cranberry extract	

#### 8 Order, Payment method, Shipment and duration of Delivery

(1) Orders must be placed using online registration.

If the registration application is complete, products will be shipped out within 10 business days after payment is confirmed.

[Payment method]

	《Only	single pa	ayment》	
Credit Card	VISA	AusterCare	JCB	AMERICANI EXCRESS

% In the case of bank remittance, the applicant is responsible for all the involved handling fees.

\*\*In the event that a customer refuses to receive the product at the time of delivery, or returns the product to us due to long-term absence, the actual costs associated with the order, including handling and shipping costs, will be offset against the bonus or added to the next order.

%For any other options, please contact customer service to seek a possibility.

#### 9 Compensation Plan (Specified Profit)

(1) Commission definition

Commission refers to a reward in the form of a specific profit that an IBO is eligible to earn. IBO is eligible to earn commissions according to the Compensation Plan set forth in the Terms and Conditions. Compensations are paid to the partner E-wallet.

	Close a term at the end of each	
	month, and payout on $25^{ ext{th}}$ of the	
	following month. (In the event that	
Cycle	the bank is closed on the payout day,	
	the next business day will be the	
	payout day for the month.)	
Minimum payout	5,000 yen (5,000 yen shall be override to the following month)	
Handling Fee	Actual cost	

#### (2) Group Map

When you register as a member, a referral group map and

a placement group map are created.

Referral map: A map showing referral connections (unimap)

Placement map: A map that allows the referrer to specify where the map is placed when a new purchase is made (placement map)

How to make a place... On the placement map, the left and right are designated (in the case of auto, the shallowest series of the deepest position is selected, and if the depth is the same, the left priority is given), and the map is placed to the left of the respective deepest position (when the depth is the same, the left priority is given).

- (3) Commission qualification : No qualification required
- (4) Re-Purchase

If you wish to re-purchase an item, you will need to make a new registration and place the registration for the repurchase in the respective group.

• The sponsor will be himself/herself who has registered at the time of the first purchase.

• The choice of sets to purchase shall be the same as the 4 sets provided on the initial purchase. (Diamond/Plutina/Gold/Silver)

• The same compensation plan is available for repurchase as for the first registration position.

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There is no upper limit to the number of positions that can be registered for re-purchase.

(5) Compensation Plan

1. Referral purchase commission

You will get a percentage bonus on the points of your referred member's purchases, based on his/her course of study.

Diamond & Platinum: 10%, Gold: 9%, Silver: 8%.

Gold and Silver top ranks will earn the differential bonus. 2. Sales commission

10% of the weaker leg's total points will be compensated as sales commission.

- \* Excess points generated from stronger leg will be carried over to the next month.
- \* Diamonds are eligible to receive sales commissions from all three positions.

bonus/month.			
	Max	Upper	
	monthly	limit per	Number
Course	payout:	day:	of
	(10,000	(10,000	positions
	yen)	yen)	
Diamond	1,080	36	3
Platinum	360	12	1
Gold	139	4.9	1
Silver	69	2.3	1

\* Maximum points eligible to be paid out from Binary bonus/month.

\* Base center will have the same maximum monthly income.

3. Agent Training Bonus

自身のコースによって取得レベルが変わります。 A bonus earned based on sales commissions generated from 1-3 in a referral group map.

The level of acquisition differs depending on the course selected at a time of registration.

Course	Level 1	Level 2	Level 3
Diamond	10%	10%	10%

Platinum	10%	10%	10%
Gold	10%	10%	
Silver	10%		

\* Diamond course is eligible to acquire bonus generated from all 3 positions as matching bonus.

#### 4. Title

The following is requirement to achieve each title.

① 1-star: Enroll 4 diamonds (3 in the first month) on each left and right leg in group map in a single Pay Cycle.

② 2-Star: Generate1 Star on each left and right leg in group map in a single Pay Cycle.

③ 3-Star: Generate1 Star on each left and right leg in group map in a single Pay Cycle.

(4) Executive 3-Star: Achieve 3 star qualification for three consecutive months.

(5) Mercury: Must have at least 2 of 3-Star legs in uni-level map, and maintain for three consecutive months.

6 Earth: Must have at least 3 of 3-Star legs in uni-level map, and maintain for three consecutive months.

⑦ Venus: Must have at least 4 of 3-Star legs in uni-level map, and maintain for three consecutive months.

⑧ Mars: Must have at least 6 of 3-Star legs in uni-level map, and maintain for three consecutive months.

③ Saturn: Must have at least 6 of 3-Star legs in uni-level map, and maintain for three consecutive months.

Jupiter: Must have at least 12 of 3-Star legs in uni-level map, and maintain for three consecutive months. Or, must have at least 50 of 3-Stars in total. The following conditions will be counted as 1 position. 1) self-achieve position as 3-Star will be counted as 1 position. 2) a leg that has 3-Star will be counted as 1 position.

5. Plan X Bonus

10% of the bonus for those earning more than \$100,000 per payment cycle is automatically retained, with 5% going to the Wallet for repurchase, and another 5% being paid out as a Plan X Bonus.

6. Global Pool Bonus

5% of the Company's Total Business volume will be paid out as Global Pool Bonus in accordance of each title.

7. Max Payout (Cap) : The maximum payment of all commissions, including regular and occasional, shall be the value determined for the sales point (cp).

8. If there is a return or cancellation within the organization after the bonus calculation, the overpaid amount will be settled at the next commission payout. If the amount cannot be fully settled, it will be carried over as a negative amount and settled at the following subsequent commission payout.

9. If the bonus earned in the past is changed due to contract cancellation or other reasons, the difference must be reimbursed.

10. If there is a cooling-off, a special adjustment fee (5,000 yen) will be charged to the referrer.

X Titles for each month shall be finalized based on registrations completed by the end of the month.

In the event of the outstanding balance is not settled after 3 months from the date of the balance is generated, the outstanding balance shall be settled from the higher ranked member.

# 10 Terms of the Agreement and these policies

Compliance and Prohibited Matters under the Pharmaceutical Affairs Act, the Act on Specified Commercial Transactions, and Other Related Laws

Members of N-Generation are strictly advised that failure to comply with the following items may result in punishment under the "Pharmaceutical Affairs Control Law," "Act on Specified Commercial Transactions," and other related laws and regulations.

#### [Compliance]

When soliciting, IBOs must fully explain that you are a member of the Company and that this is a Multilevel Marketing Transaction based on the Act on Specified Commercial Transactions.

(1) When soliciting, IBO must clearly state your real name, that you are a member of the Company, and that you recommend membership registration.

(2) IBO must explain that the products are nutritional supplements.

(3) IBO must clearly talk about the reward system based on the contents of the membership agreement, and must not make any representation that you can easily earn income, etc.(4) When soliciting, you must clearly explain that the product is a nutritional supplement.

(5) When soliciting, the contents of the "Membership Registration Application and Agreement" must be explained, and the applicant's signature and seal must be obtained based on his/her consent. 6) When soliciting, the applicant must not use the "Membership Application and Agreement" as a basis for soliciting.

(6) When soliciting, a clear explanation of the specific burden (\*) of the member must be provided. (\* The specified burden refers to the burden of the cost of purchasing products necessary for membership registration.

(7) When conducting solicitation, the contents of withdrawal from membership and cancellation of membership (including cooling-off) must be clearly explained.

(8) When conducting solicitation, regardless of whether or not the other party intends to become a member, a summary document and personal information protection policy must be given and its contents explained.

(9) Any person who tells false information about the above matters in solicitation or in order to prevent the cancellation of a contract shall be punished under the Act on Specified Commercial Transactions. In addition, a person who, in order to induce the counterparty to conclude a contract or prevent the counterparty from canceling the contract, intimidates and confuses the counterparty, or lures the counterparty into a place where the public is not allowed to enter or leave without informing the counterparty that the purpose is to solicit the conclusion of a contract for a transaction involving the burdens listed above, is subject to punishment under the Act on Specified Commercial Transactions. This is also punishable under the Act on Specified Commercial Transactions.

[Prohibited claims and actions]

(1) Exaggerating the contents, capacity, or eating method of a product. Also, using the name of a specific organization or local public body that has not been designated, accredited, or recommended for use in the explanation.

(2) Soliciting minors, students, adult wards, etc.

(3) To claim the medicinal efficacy of the product (nutritional supplements are classified as drugs). (Nutritional supplements are classified as drugs and cannot claim medicinal effects.)

(4) Soliciting without explaining the purpose of solicitation or the product.

(5) Soliciting without disclosing the name and details of the product prior to solicitation

(6) Soliciting or contracting in a place where the public is not allowed to enter or leave without informing the person of the purpose of solicitation.

(7) Providing an explanation that misleads a person into making a judgment, such as categorically telling a person that

he/she will surely make a profit when soliciting.

(8) To use untruthful words or deeds, such as not explaining important matters that may affect the judgment of a person who intends to register as a member.

(9) Conducting solicitation, introduction, or recommendation activities for a long time or at inappropriate times.

(10) To explain untruthfully about the purchase price of a product, the quality of a product, or the type or amount of a bonus, or to make solicitations with words or deeds that stir up a gambling spirit. (e.g., using exaggerated expressions such as "safe" and "pollution-free" with regard to the quality of the products).

(11) Intimidating or confusing the other party in order to induce him/her to enter into a contract or to prevent him/her from canceling a contract.

(12) Failing to explain or giving untrue explanations about the method and conditions for returning purchased products and canceling membership, especially about the right and method of "mid-term cancellation". (e.g., intentionally soliciting customers without informing them that they can cancel their membership before the end of their membership period)

[Other prohibited actions]

(1) Violating the penal code, the Pharmaceutical Machine Law, the Specified Commercial Transactions Law, the Consumer Contract Law, or other related laws or regulations, or engaging in antisocial activities.

(2) Violating the latest membership agreement.

(3) Falsifying membership information provided by the Company without permission, disclosing it to a third party, or using it for any purpose other than the Company's activities. (In this case, the member must immediately return the organization chart and other membership information provided by the Company.)

(4) To use any advertising or promotional materials (including the Internet, pamphlets, flyers, and any other advertising materials) without the prior approval of the Company.

(5) To recommend to the Company's members any other multilevel marketing transactions or products other than those of the Company.

(6) Using the name of a company or group other than the Company to solicit membership in the Company.

(7) To use the Company's trademark, company name, logo, etc. without permission.

(8) Using the name, logo, etc. of another company (including affiliated companies of the Company).

(9) Causing trouble to other companies (including affiliated companies of the Company) or the Company.

(10) Engage in any conduct that may damage the credibility of the Company.

(11) Reselling products on the Internet or in stores.

(12) Slander or defame the Company or members belonging to the Company.

(13) Acting in a manner contrary to the strategic principles of the Company.

(14) IBO may be disqualified from membership for any of the actions listed in (1) to (3).

# **11** Change of membership

- (1) IBOs are obligated to notify the Company of any changes in their registered personal information using the prescribed application form.
- (2) Transfer of membership or change of name to another person requires the Company's permission.

#### 12 Cancellation of membership qualification

(1) Any IBOs of the Company may cancel his/her membership at any time when he/she desires. In addition, if the member meets the conditions for product returns and product purchases, the member may return products at the time of cancellation. Members who wish to cancel their membership must complete a "Cancellation Form", sign and seal it in person, and mail it to the Company with their membership card enclosed.

- (2) IBOs may cancel at any time by submitting a written notice to the Company with their registration information (ID, name, address, and telephone number) and a statement that they wish to cancel their membership.
- (3) The Company will, at its own discretion, terminate a member's registration in the following cases
- (4) In the event that an IBO commits an act that defames the Company or causes the Company to lose social credibility.
- (5) In the event that a member violates criminal law, the Act on Specified Commercial Transactions, the Pharmaceutical Affairs Law, or other related laws, or engages in any antisocial behavior.
- (6) the event that the Company deems inappropriate for the sound operation of the business.
- (7) the event that the applicant commits any of the prohibited acts stipulated by the Company;
  In the event that the applicant makes a false declaration to the Company
- (8) When a false declaration is made to our company.
- (9) Members who have not made any referrals or purchases for one year since their last purchase will be placed on hiatus and will not receive any bonuses during the hiatus. In order to resume membership, the member must re-purchase a product or refer a member. If a member remains inactive for three years, the membership will be automatically cancelled and the member will be terminated.

#### **13** Return of Merchandise and Sales Aids by IBOs Upon Voluntary Cancellation of Contract

IBO may cancel this Agreement at any time within 90 days from the date of purchase. In another words, we do not accept returns of products that are 90 days or longer from its purchase.

If the product is defective, please contact us and return the product to the address below, postage prepaid. Upon receipt of the merchandise, a replacement will be sent.

Returns for the member's convenience will only be accepted if all of the following conditions are met and the membership has been terminated

Product Return Address

6F Omi Railway Building, 4-7 Awazu-cho, Otsu-shi, Shiga

520-0832 JAPAN

To: N-Generation Corporation Customer Support Center

- (1) One year has not passed from either the date of initial receipt of goods or the date of receipt of the Contract booklet, whichever is later.
- (2) The product must be purchased by the Member and returned of his/her own volition within 90 days including the date of receipt of the product.
- (3) The product must be returned within 90 days from the date of receipt.
- (4) The product has not been used or consumed in whole or in part. The product has not been used, or all or part of the product has not been consumed. The member has not used the merchandise or consumed all or part of the merchandise, except in cases where the introducer has allowed the member to use the

merchandise and consume all or part of the merchandise.

- (5) The value of the goods has not been lost due to deterioration, damage, etc. caused by the responsibility of the Referrer.
- (6) The goods have not been re-sold.
- (7) After contacting us, please fill out the registration information (ID, name, and phone number) and your intention to return the product in writing and send it together with the product. The member is responsible for shipping costs.
- (8) The refund for returned merchandise will be 90% of the purchase price of the merchandise in question, less expenses incurred between the purchase and return of the merchandise (administrative fee ¥1,100 and bank transfer fee: actual expenses). Refunds will be made to the member's registered account.
- (9) Any bonuses paid to the member for the purchase of the product will be deducted from the refund amount. If the amount of the bonus paid by the time of the return is greater than the amount of the refund, the difference will be collected.
- (10) Members who have received bonus payments for such purchases will have the bonus for such sales adjusted downward.
- (11) The obligation to refund bonuses paid for such purchases shall continue even after the membership has lapsed.
- (1 2) Refunds shall be processed promptly upon receipt of the returned merchandise by the Company.
- (1 3) If the merchandise is not defective, the member shall bear the return shipping costs.

[Refund policy for Returns]

Purchase Price × Ration of returning × Ration of refund (90%) - Cost = Amount to be refunded

# 14 Privacy Policy

We recognize that the protection of personal information is extremely important, and we will manage and protect the privacy of our members with the utmost respect, and continuously strive to improve and enhance it.

- (1) "Personal information" is defined as information that can be used to identify an individual, as well as information about products, services, etc. purchased by that individual.
- (2) The Company will use personal information of members for the following purposes: • Providing information on the Company's products, services, seminars, events, etc.
  - Provide information on our products, services, seminars, events, etc.
  - To ship products
  - To provide after-sales service and conduct sales and marketing activities
  - To send promotional materials, printed materials, and for sales activities
- (3) In the following cases, personal information such as ID, name, address, phone number, purchase record, return history, etc. may be provided to a third party after membership registration is completed.
  - When providing such information to an introducer or a higher-ranking member in the same group.
  - When providing product or service information.
  - In the event of a written inquiry from a court of law, the police, or an agency with equivalent authority.

- (4) Members shall manage personal and other information obtained through their registration with the Company at their own risk and shall not divulge such information to any third party or use it for any improper purpose.
- (5) If a member requests disclosure, modification, addition, deletion, or cessation of use, erasure, or cessation of provision to a third party of his/her personal information, the Company shall respond to such request without delay.

# **15** Right to withhold payment during a dispute

A consumer who has purchased goods from a seller by installment payment may, upon receiving a demand for payment in installments from an installment purchase broker, assert against the installment purchase broker who makes the demand for payment on the grounds that the demand arises from the sale of the designated goods or rights in question to the seller of the designated goods or rights in question. This section does not apply to Specified Commercial Transactions and the same.

This section is described in accordance with the Specified Commercial Transactions and the enforcement regulations of the same law, and we do not sell any products by installment sales.

#### 16 Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter subject to arbitration shall reside in Ohtsu, Prefecture of Shiga. The Japan laws shall govern all matters relating to arbitration. The law of the Japan government shall govern all other matters relating to or arising from the Agreement.

#### 17 Changes to the Agreement

The company reserves the right to revise the Terms and Conditions, change plans, etc. without prior notice to members.

If a member conducts his/her next transaction without objection, he/she is deemed to have accepted the relevant changes.

# 18 Product Returns and Refunds of Purchase Price

(1) If the product is defective

Please notify us within 7 days of receipt of the product. We will promptly resend a new product at our expense after receiving the defective product.

- (2) Returns due to the Member's Convenience
  - A return for the member's convenience is only accepted if all of the following conditions are met
    - ① The return must be due to cancellation of membership.
    - ② The member must be an individual registered within one year from the date of registration.
    - ③ The product must have been purchased by the member and returned of his/her own volition
    - ④ The product must be unused, unopened, and unopened

5 Returns must be made within 90 days of receipt of the merchandise.

The return of merchandise shall be deemed as cancellation of the contract. Refunds will be made after deducting 10% of the purchase price of the product and expenses incurred between the purchase and return of the product (administrative fee ¥1,100, bank transfer fee: actual cost, and return shipping fee: actual cost).

In addition, the amount of remuneration already paid will also be deducted from the refunded amount in principle.

# **Cooling Off Policy**

Any IBOs possess the right to cancel the membership and also initial products that have been purchase contract for any reason until 20 days have elapsed after receipt of the contract document or the start product, whichever is later. This is called the cooling-off provision.

# [When a cooling-off period is applied]

- No compensation for damages or penalty will be claimed for cancellation of the contract (coolingoff).
- ▶ Loose all rights as an IBO at NGeneration.
- ▶ All payments shall be refunded sooner as possible.
- ➤ The power of Cooling-off shall be effective from the date of sending the letter (postmark date).
- ➤ Even after the cooling-off period has elapsed, if the member is unable to exercise the cooling-off right due to being told something that is not true or being intimidated in order to prevent the member from exercising the cooling-off right, the member will be given a written notice to resolve the cooling-off obstruction by the bond. The cooling-off procedure can be carried out in writing until 20 days have elapsed from the date of the explanation of its contents.

# [How to apply]

➤ Refer to the sample form, fill in the required information, and send it to the address on the right by mail, fax (077-533-5664), or e-mail (info@ngeneration.life).

# **«How to write the letter»**

Please fill out all the necessary information on a postcard, etc. according to the example below, and mail it to the N-Generation Customer Support Center by documentary mail or certified mail. Please make sure to send by registered mail. The cooling-off

<表面>	<裏面>
sta mp 〒520-0832	「Cooling Off」 Contract Date: yyyy/m/d
〒520-0832 6F Ishiyama Ekimae Omi Tesudo Bldg., 4-7 Awazu- cyo, Otsu-shi, Shiga Japan	ID Name Address Telephone number Purchased product Amount
To: Ngeneration co., Ltd Customer support	The application for the above date is withdrawn and the contract is cancelled.

# For Introducers

When soliciting members, please be sure to fill in your information in the field below, deliver this document to those who are considering participating, and explain your business.

identity		Date of issuance	Year, Month, Day
Membership		telephone	
Number		number	
address	Ŧ		

# MEMO