

TELEXBIT – GENERAL REGULATION FOR CUSTOMERS AND PRODUCT PROMOTERS

I. PARTIES AND SUBSCRIPTION

1.1. CONTRACTED

TELEXBIT COMPANY LLC, a company organized by BVI Business Company with headquarters in Bayside Executive Park, 404, West Bay Streett, New Providence, Nassau, Bahamas, COMPANY NUMBER: 818425900178, P.O. Box N. 7118, hereinafter referred as **CONTRACTED** or **TELEXBIT**.

1.2. CONTRACTOR

The **PHYSICAL PERSON** who becomes the buyer through the respective electronic register made at the website www.telexbit.com, confirming his/her consent to all clauses, stating that he/she understood the entire content of this instrument through his/her acceptance through Internet, whose register data, for all purposes, should form an integral part of this instrument, hereinafter simply referred as **CONTRACTOR**.

1.3. SUBSCRIPTION

1.3.1. The parties above identified confirm that they are fully aware of the content of this instrument and that, by their own free will, they enter into this contract of subscription to the services provided by the **CONTRACTED** including, but not limited to, tools and platforms of advertising, communication, advice, VoIP telephone system and work platform with the following clauses and conditions.

II. OBJECT

2.1. MAIN ACTIVITIES OF THE CONTRACTED

2.1.1. The **CONTRACTED** carries out activities of promotion, intermediation and agency of business, developing a network of people,

offering them training, support material, control, follow-up and support, being remunerated for these goods and services that it makes available to its participants. The CONTRACTED keeps under its expenses all systems, applications and databases, duly encrypted and protected by the most modern tools on the market with exclusive access by the CONTRACTOR. The CONTRACTED also provides and is remunerated by the VoIP system for communication between the participants with a high technology logical structure allowing the facilities of a point-to-point communication.

2.1.2. From its equipment installed in its headquarters, the CONTRACTED will make the necessary connections for the VoIP links, with the inclusion of virtual media through its website www.telexbit.com to control and coordinate the promotion channels.

2.2. OBJECT OF THIS CONTRACT

2.2.1. Summary of legal relationship

The user, when accessing the website of the CONTRACTED may make his/her subscription by paying the respective initial fee, which will allow access to TELEXBIT network for a period of 1 (one) year, without extension or renewal. In this condition, he/she is called PARTNER. The PARTNER will have the right to purchase, at exclusive discount, products that are offered at the website www.telexbit.com being the main one the VoIP telephone account called 99TELEXBIT. When the PARTNER acquires the VoIP telephone account in the form of a kit (ADCENTRAL or FAMILY) he/she is renamed to PROMOTER, receiving exclusive access of a field at the website www.telexbit.com to promote the acquired products and services.

2.2.2. Scope

2.2.2.1. The CONTRACTOR, after subscribing, may acquire a kit of VoIP accounts. By doing so, he/she is renamed PROMOTER and, in this condition, he/she will be offered a virtual promotion channel (www.telexbit.com) in order to promote his/her ads. If he/she decides to do it daily, he/she may receive discounts and bonuses under this contract as explained in the specific section of this GENERAL REGULATION.

2.2.2.2. During this contract, the CONTRACTOR will have unlimited

access to the content of the tools available to him/her, provided that they are used according to the TERMS OF USE AND PRIVACY POLICY, made available on the advertisers and CONTRACTED websites.

2.2.2.3. The access to the virtual tools will only be made available to the CONTRACTOR who has fulfilled all the requirements of qualification described in this term.

2.2.3. Obligations of the CONTRACTOR

2.2.3.1. The provision of printed material, such as business cards, leaflets, folders or even plates, banners or similar for promotion are not included in the services and materials provided by the CONTRACTED, nor the cost of meetings that the PROMOTERS, alone or in group, organize.

2.2.3.2. Likewise, the supply of the materials indicated above may also be done by exclusive decision of the CONTRACTED, advertisers or any related entity, not involving any binding or acquired right. The CONTRACTED may also provide them with reimbursement of the respective costs to all PROMOTERS, provided by prior agreement, expressed and in writing, between the parties to this effect.

2.3. SUPPORT TO SERVICES

2.3.1. The CONTRACTOR will have all the necessary conditions to start and perform his/her activities in the available system, receiving the monitoring of the results obtained in the respective system in which he/she is inserted.

2.3.2. Failures of public electricity supply services that exceed the installed capacity of the CONTRACTED to maintain its systems, interruption of Internet service and cataclysms will be considered as force majeure or fortuitous events, and the CONTRACTED will be not considered as responsible for the solution of continuity of the operation of the site and related services.

2.3.2.1. In such cases the CONTRACTOR should wait the return to normality of the public services to restart his/her activities.

2.3.2.2. During the force majeure or events preventing the availability of the CONTRACTED system, the CONTRACTOR will not suffer any damage by not divulging his/her daily advertisements. However, this does not apply to cases in which there is an interruption due to the exclusive

liability of the CONTRACTOR or the suppliers related to it.

2.3.2.3. The times for promoting the ads or any operation using the CONTRACTED system will be those of its Bahamas servers (Eastern Time).

2.3.3. The CONTRACTOR has no responsibility for the services and/or products of the ADVERTISERS, since the CONTRACTED directly assume the responsibility for them.

2.4. REGIME OF BINDING

2.4.1. The parties expressly state that this current contract does not create any type of employment relationship between them, nor between the employees of the CONTRACTED or third parties contracted by it, and the CONTRACTOR is exempt from any responsibility related to this type of binding.

2.4.2. Any amounts received by the CONTRACTOR other than those already duly defined in this term should be considered mere bonuses intended for the best performance of his/her business.

2.4.3. The CONTRACTOR is expressly warned that it is prohibited to act on behalf of the CONTRACTED before neither public or private institutions, nor he/she is authorized to make purchases or enter into commitments or obligations on behalf of the CONTRACTED, advertisers or suppliers of the products or services offered by the CONTRACTED.

2.4.4. The CONTRACTOR when subscribing and accepting the content of this GENERAL REGULATION is fully aware that he/she may perform his/her extra-contractual activities in a broad manner, doing what he/she considers the best for his/her business, but not using the available channels for the promotion of products or services other than those made available by the CONTRACTED.

2.5. REQUIREMENTS FOR REGISTER AND CONTINUITY IN THE SYSTEM

2.5.1. The interested part in joining the TELEXBIT System should make a contract through the indication of another PROMOTER, by:

- a) filing the respective registration forms;
- b) sending the registration forms;
- c) paying the subscription fee.

2.5.2. The subscription should be paid in a single operation as defined at

the website www.telexbit.com, being defined this date as the beginning of the 12-month period of validity. After the last day of the contract expiration, the continuity in the CONTRACTED system will only continue with **new subscription**, and the following provisions will apply for this second year or later:

2.5.2.1. The subscription made after the closure period of the 1st year or previous year will imply the resign of his/her position, receiving a new position in the network.

2.5.2.2. The payment of the subscription fee for the 2nd year or later, whether within or outside the term of clause 2.5.4 will not imply in automatic continuity in the position reached, being that:

- a) to be effective, the CONTRACTED reserves the right to analyze the PROMOTER'S history during the immediately preceding year, and may or may not accept the application for this subscription. If the new subscription of this CONTRACTOR in the 2nd year or later is not accepted, the value of the subscription fee will be returned within 7 (seven) days after the confirmation of the payment;
- b) together with the acceptance of the subsequent year's subscription, the CONTRACTOR may pay, upon entering into force for the 2nd year or later, if he/she wishes to maintain his/her position in the multilevel network, as a PRC – Position Reserve Cost, the equivalent to 20% (twenty percent) of the earnings (excluding withheld taxes) with ads or with the network.

2.5.2.3. The value of the PRC will not constitute a bonus. The CONTRACTED may create an option, to be exercised by the CONTRACTOR, to pre-book, on a weekly basis, the amount equivalent to the PRC percentage, which will not be remunerated if no new subscription occurs, it is not accepted or the CONTRACTOR does not wish to remain in the same position. If the option for the PRC reserve is made in the course of the year of the CONTRACTOR, the amounts placed in the pre-booking will only be applied to the expirations from that moment forward and not on the previous weeks' expirations, which must be paid at one time, when subscribing the following year.

2.5.2.4. The CONTRACTOR that does not subscribe for the following year

in the adequate term should wait 1 (one) year from the expiration to reinsert, by means of a new subscription, as a PARTNER.

2.5.3. "Position" means the location of the PROMOTER in the line of indication, according to the specific rules, to receive the respective bonuses.

2.5.4. In case of a release of a position, by the exclusion of a PARTNER or PROMOTER, or by not subscribing the 2nd year or later, or also by subscribing a 2nd year or later without the payment of the value of the PRC, the position will return to TELEXBIT, including the respective remuneration, being able to sell the rights of the position to another PROMOTER.

2.5.5. The subscription fee forms the individually controlled Returnable Deposit Fund (RDF), which is used to remunerate the promotion that the CONTRACTOR will receive as he/she meets the specific requirements.

2.5.6. The CONTRACTOR may, at any time, request the receipt of his/her CERTIFICATE OF DEPOSIT in the RETURNABLE DEPOSIT FUND by simple communication to the CONTRACTED. The CD (Certificate of Deposit) in the RDF (Returnable Deposit Fund) will be sent to the e-mail informed in his/her register.

2.5.7. The balance of the RDF (Returnable Deposit Fund) not redeemed during the period of 1 (one) year by means of remuneration with promotion due to lack of regularity or withdrawal of the CONTRACTOR will not be reimbursable.

2.5.8. To subscribe in the CONTRACTED system the physical person states he/she is civilly able and fit for all acts of civil life, under penalty of applying legal, civil and criminal penalties.

2.5.9. A mandatory procedure for subscribing and entering the system is to fill in all the data requested in the registration form at the website www.telexbit.com. No other website should be used for registration and daily access. The CONTRACTED does not recognize any other website and also warns that the use and information provided by other websites should not be used, under penalty of immediate termination of this contract. The consequences of such use, if it occurs, will be the sole responsibility of the user, as well as the assignment of the passwords to

third parties.

2.5.10. The transfer of the position and benefits from the CONTRACTOR to third party will be possible provided it complies with the current legislation and according to the criteria of the system, and may be carried out with express authorization of the CONTRACTED.

2.5.11. The CONTRACTOR who wishes to sell his/her position in the network marketing system is aware that it may only be carried out with prior analysis and acceptance by the CONTRACTED and, if authorized, there will be a collection of administrative fees equivalent to 10% (ten percent) of the amount already received in this position of the CONTRACTOR, at the time of the transfer, in favor of the CONTRACTED.

2.6. ETHICAL PRINCIPLES

2.6.1. Users' discriminatory acts, contrary to the ethical principles of TELEXBIT may lead to the exclusion of the system, through express communication.

2.6.2. By subscribing on the TELEXBIT website, the CONTRACTOR undertakes to use the resources offered strictly within the norms and deadlines established by the TELEXBIT system at its website www.telexbit.com and also is bound by this term of use and in compliance with all federal, state and local laws and regulations in force in the country in which he/she has his/her domicile.

2.6.3. The CONTRACTOR undertakes to use the TELEXBIT website only to consult the system of his/her respective area, to make downloads of authorized content and send invitations to participate in group, or promote his/her ads, being established that any other non-authorized commercial use is expressly prohibited, under penalty of immediate cancellation of his/her subscription.

2.6.4. As a condition of use, the CONTRACTOR, for all legal purposes, undertakes not to use resources for any unlawful purpose, not regulated in this contract or prohibited. In these cases, the CONTRACTED reserves the right to refuse service, close accounts, remove or edit content, or cancel orders in its sole discretion, always forwarding communication to the violator through the e-mail informed in the register.

2.6.5. The CONTRACTOR agrees to respect all applicable local,

municipal, state, federal and international laws and regulations, being exclusively responsible for all actions or omissions carried out with his/her password, including the content of his/her transmissions through the system, especially:

- a) use of TELEXBIT System in connection with researches;
- b) violate any applicable laws or regulations, including and without limitation, laws regarding the transmission of technical data;
- c) interfere with the use and exploitation of the TELEXBIT System by another user or in the use and exploitation of similar systems by other individuals or organizations;
- d) violate the integrity or test the vulnerability of a data system or network security measures or authentication;
- e) by proof of sending spam, i.e. any type of message not authorized or not requested by the recipient, containing information from the TELEXBIT System or its website;
- f) make profane or rude comments, referring to the System, the company that administers it or the persons who direct it;
- g) make profane, rude, slanderous, obscene, indecent, defamatory or otherwise inconsistent comments with the rules and conditions of the System, referring or addressing any user.

2.6.6. If it is established, by two or more evidences, that the CONTRACTOR is inviting other users to join another company that also acts in the same sector or to use the structure and contacts of TELEXBIT users to promote other events or products and services not related to this activity.

2.6.7. If practices that violate this ethical conduct or other clause of this contract are found, it should be carried out as provided in clause 10 and respective sub-clauses of this instrument.

3. ATTRIBUTIONS AND DUTIES OF THE CONTRACTOR

3.1. Upon completing the submission of his/her registration, the new CONTRACTOR (PROMOTER or not) agrees to receive messages in his/her electronic mail box (e-mail), through the specific tools used by the system, sent by users of the TELEXBIT system with the following

purposes.

- 3.2.** The CONTRACTOR agrees and states from now on that the communications and notifications electronically sent by TELEXBIT to his/her e-mail are valid for the purposes of law.
- 3.3.** The CONTRACTED reserves the right to carry out publicity, content and format at its discretion, in all messages sent to its CONTRACTOR, which already agrees with the receipt, and it will not be subject to any special dispute as to consider it unwanted or unauthorized, but may formally request the cessation of messages.
- 3.4.** The CONTRACTOR states, under penalty of the law, that the information provided by him/her at the TELEXBIT website is true, accurate and complete and undertakes to keep it updated, especially the physical address. Incorrect, incomplete or inconsistent information will not invalidate the notifications sent by other than electronic means.
- 3.5.** The access code and password of the CONTRACTOR are personal and non-transferable. The CONTRACTED is not responsible for the security of the data that is recorded on external media or personal folder of the CONTRACTOR.
 - 3.5.1.** The use of the virtual environment called back office may be used to transfer credit between CONTRACTORS and for payment of invoices, his/her or third parties, and the user, whether or not PROMOTER, should only access the website www.telexbit.com, being aware that no other address is official and approved by TELEXBIT.
 - 3.5.2.** The CONTRACTED does not have any responsibility for the transactions that the users make using the virtual environment made available for carrying out these operations, being user's responsibility the use of password and its security. The user (PROMOTER or not) states that he/she will change his/her password periodically, as well as that he/she will not use known numbers or obvious data related to dates, close people or objects for his/her own security.
 - 3.5.3.** In order to protect the image of TELEXBIT, the user, including in the condition of ADCENTRAL, FAMILY or TEAM BUILDER, when making presentations to groups of people invited to also join the TELEXBIT system and use the products and services thereof, should necessarily restrict to

the video material made available by the same, and may not pronounce in public. However, once the standard presentation has been displayed, he/she may, in an individualized way, solve any doubt. No other material may be used in the presentations.

3.5.4. If in the presentations the PARTNER or PROMOTER does not comply with the format established above, he/she will have his/her login immediately blocked and will be submitted to the sanctioning procedure of this GENERAL REGULATION, without embargos to the civil and penal responsibility.

4. FORM OF TRANSFER

4.1. The CONTRACTED will make the financial administration of the CONTRACTOR receiving the amounts of the sales made and should transfer the value of the business carried out by discounting the price of the product and delivery rates (when they exist). The taxes that will be paid in the name of the CONTRACTOR, as well as administrative expenses and administrative fees, will be retained transferring the net amount to the CONTRACTOR. All amounts, including the transfer of bonuses and incentives of the PROMOTER, will be transfer in the BITCOIN portfolio of the PROMOTER – ACCOUNT HOLDER.

4.2. All transfers from the CONTRACTED to the CONTRACTOR, when made available in the financial system of the country of the PROMOTER will be made in BITCOIN currency, using the US dollar conversion rate. However, in consideration of this contract, the calculation bases will be established in US dollars, always written down with US\$, since all operations are carried out at the headquarters of TELEXBIT LLC – Bahamas.

4.3. In any case the CONTRACTED reserves the right to withhold from the total value of the transfer to PROMOTER, taxes and/or social contributions, as well as administrative expenses, if any, arising from the legal transaction, as specified below:

- a) administrative costs – those charged by the banking system whose stipulated amount will be disclosed at the website www.telexbit.com, being available for user's consultation;
- b) income tax – for redemptions of remuneration whose value exceeds

the limit of legal exemption indicated by the Supervisory Body, such amounts will be discounted from the PROMOTER income, being CONTRACTED responsibility such legal payment in the name of the CONTRACTOR. The voucher will be forwarded directly to the CONTRACTOR e-mail, and the original will be kept by the CONTRACTED.

- 4.4. The amounts related to the monthly fees charged for the use of the services object of this instrument, as well as the credit of results paid by the TELEXBIT System to the PROMOTER, related to marketing and incentive campaigns in force, will be specified in the registration page at the TELEXBIT website and should be paid and received in accordance with the rules established therein, and may be modified to suit the campaign in progress or at any time in which TELEXBIT deems it necessary, and its members should be notified thereof.
- 4.5. If there is a change in the currency or monetary system, the value will be converted to the new standard according to the current official equivalence rules.
- 4.6. If there are variations or changes in the economy to the point of compromising the contractual equilibrium, the values here expressed in national currency may be adjusted to restore the necessary balance between the parties.

5. TELEXBIT ANNOUNCEMENT CENTER - ADCENTRAL OR ADCENTRAL FAMILY

5.1. SUBSCRIPTION: the CONTRACTOR wishing to join the TELEXBIT System should make his/her SUBSCRIPTION in the condition of "Partner Subscription" and, to this end, invest the equivalent amount of US\$ 50.00 (fifty US dollars).

5.1.1. With this subscription, the CONTRACTOR/PROMOTER:

- a) guarantees, for 12 (twelve) months, his/her position in the system;
- b) has the right to acquire VoIP accounts kit with exclusive discounts in the following denominations: ADCENTRAL and/or FAMILY kit;
- c) has the right to sell 99TELEXBIT VoIP accounts through his/her sub-domain, at the face price, receiving in these cases, a Net Income of

approximately 10% of the sale price.

5.2. PROMOTER: is the person who, after making his/her subscription (see following clause) may purchase a kit of VoIP accounts with exclusive discount, which may be:

- a) ADCENTRAL, with 10 99TELEXBIT accounts; or
- b) FAMILY, with 50 VoIP accounts.

In both cases he/she will receive a virtual space called BACK OFFICE that will be used to promote ads for the sale of these products that were purchased at exclusive discount, as well as others that are available for sale. Doing so assiduously every seven-day uninterrupted cycle he/she will receive another VoIP account.

5.3. If the PARTNER wishes, he/she will may make new subscriptions, i.e. in the same CPF-MF, only up to 90 days from the date after paying his/her first subscription, and also registering them in his/her down line.

5.4. ADCENTRAL PROMOTER: after subscription the PARTNER will be able to purchase the ADCENTRAL kit consisting of 10 VoIP 99TELEXBIT accounts and will pay the equivalent of US\$ 289.00 (two hundred and eighty-nine US dollars).

5.4.1. With this qualification the PARTNER becomes a TELEXBIT PROMOTER and, for this purpose, he/she will have his/her active announcement center for 12 (twelve) months from the date of his/her subscription (and not from the date of purchase of the kit).

5.4.2. The PROMOTER also should promote 1 (one) advertisement (prepared by TELEXBIT) per day on internet advertisement sites (free or otherwise), so that at the end of each cycle of 7 (seven) ads in the week the PROMOTER will receive a new 99TELEXBIT account.

5.4.3. If the PROMOTER chooses to promote ads with cost, they will be supported by the PROMOTER.

5.4.4. The promotion of ads in number greater than one per day is not considered as two days or successively.

5.4.5. Once the payment of the kit has been made, the PARTNER becomes ADCENTRAL PROMOTER and will receive the right to sell, at the face value, the VoIP accounts, in accordance with the statements on the TELEXBIT website, during the term of his/her contract, without

generate any kind of extra revenue, except those already described in this contract, not constituting an acquired right if not sold in this period, ending the offer without any indemnification.

5.4.6. When receiving the 10 (ten) VoIP accounts, if the CONTRACTOR wishes to receive the bonus of a new VoIP account per week, he/she should promote one ad for each uninterrupted cycle de 7 (seven) days.

5.4.7. If the CONTRACTOR fails to promote the ad, even on a single day, he/she will not receive the VoIP account of the previous sub-clause; if he/she promotes more than one ad per day, it will not be compensated as the next day's advertisement.

5.5. SUBSCRIPTION TO ADCENTRAL FAMILY - The PROMOTER who wishes to be qualified as ADCENTRAL FAMILY should pay the equivalent of US \$ 1,375.00 (one thousand three hundred and seventy-five US dollars).

5.5.1. With this subscription the PROMOTER will have 5 (five) active advertisement centers for 12 (twelve) months, counting from the date of his/her activation.

5.5.2. The PROMOTER should, in turn, promote 1 (one) advertisement (prepared by TELEXBIT) per day on Internet advertisement sites (free or otherwise) in each of the 5 (five) ADCENTRAL. At the end of the 35 (thirty-five) advertisements the PROMOTER will receive 5 (five) 99TELEXBIT accounts as a bonus.

5.5.3. If, for any reason, the PROMOTER does not meet the goal of 7 (seven) advertisements per week in each of the 5 (five) ADCENTRAL, the PROMOTER will not receive a new 99TELEXBIT account of that particular week that he/she did not comply, of the respective ADCENTRAL.

5.5.4. The other weeks start normally and he/she may meet the goal and receive the new account.

5.5.5. The PROMOTER will also receive, after confirming the payment of his/her subscription, on a single occasion, 50 (fifty) 99TelexBit packages that he/she may sell while his/her contract is in force, by the face value, as stated in the TELEXBIT website. He/she will receive the credit related to this sale which will not, however, generate any other revenue except those already established, and it will not be an acquired right if he/she does not

sell within this period, ending the offer without any indemnity.

- 5.6.** An ADCENTRAL may become a ADCENTRAL FAMILY making the upgrades from an additional ADCENTRAL, paying for that the value of US \$ 289.00 (two hundred and eighty-nine US dollars) for each additional up to a total of 4 (four).
- 5.7.** The PROMOTER reaches the status of TEAM BUILDER when he/she is already active in the position of ADCENTRAL FAMILY that by the incentive plan (marketing) has 10 (ten) ADCENTRAL FAMILY registered directly by him/her on his/her website.
- 5.7.1.** The TEAM BUILDER will have, provided the qualification of clause 5.9.2, a participation in the apportionment of 2% (two percent) of the company's net sales, being certain that the calculation will be carried out on the 10th day subsequent to the end of the qualifying month and the payment will be made on the 10th day following the month of calculation; the maximum value of that gain per contract, which is of 1 (one) year may be up to US\$ 39,600.00 (thirty-nine thousand and six hundred US dollars) or at the end of the 12-month contract, whichever occurs first.
- 5.7.2.** The qualification referred to in clause 5.9.1 consists of having the TEAM BUILDER PROMOTER sold 1 (one) 99TELEXBIT VoIP account, as well as each of the 10 ADCENTRAL FAMILY PROMOTERS in his/her network that formed the TEAM BUILDER.
- 5.8.** The PROMOTER will receive, as an incentive, a bonus of US \$ 20.00 (twenty US dollars) for each ADCENTRAL VoIP kit that his/her direct indicated PARTNER purchases and US \$ 100.00 (one hundred US dollars) bonus per VoIP FAMILY kit that his/her direct indicated PARTNER acquires. In all cases, this PROMOTER should have at least 1 (one) active 99TELEXBIT plan customer.
- 5.9.** The VoIP accounts acquired in each of the plans should be activated within the period of the PROMOTER subscription and will not be counted as "CUSTOMER" account that qualifies the PROMOTER to receive the bonuses.

6. QUALIFICATION TO BINARY PLAN

- 6.1.** The PROMOTER who indicates and registers directly 2 (two) new

PROMOTERS is qualified to direct and indirect binary gains and 2% (two percent) of the network from the 1st to 6th level, being 1 (one) on the left side and 1 (one) on the right side of his/her marketing network, only due on plans whose owners own at least 1 (one) active VoIP customer, i.e. that has at least 1 (one) active 99TELEXBIT plan.

6.1.1. Being qualified as described in the above clause, when selling 2 (two) new ADCENTRAL kits for people in his/her network, being 1 (one) on the left side and 1 (one) on the right side, the PROMOTER will receive another income of US\$ 20.00 (twenty US dollars), called binary cycle, being the maximum daily gain in this condition US\$ 440.00 (four hundred and forty US dollars), referring to 22 (twenty two) binary cycles.

6.1.2. If the sale is of 2 (two) VoIP ADCENTRAL FAMILY kits, this cycle will qualify for a further US\$ 20.00 (twenty US dollars) for the main ADCENTRAL and more US\$ 60.00 (sixty US dollars) for 3 (three) of the 4 (four) additional ADCENTRAL, staying the additional ADCENTRAL to form future cycles.

6.2. This form of revenue will directly subsidize the PROMOTER when he/she registers 2 (two) new sales of VoIP kits to his/her PARTNERS, being 1 (one) on the left side and 1 (one) on the right side or indirectly by the growth of sales (registered by PROMOTERS of their network descendent, left and right sides) or spills (registered by PROMOTERS of his/her network ascendant, left and right sides). The maximum daily gain in this position is US\$ 15,360.00 (fifteen thousand, three hundred and sixty US dollars), referring to 768 (seven hundred and sixty-eight) cycles.

7. INDIRECT GAIN FROM ADVERTISEMENTS

7.1. The PROMOTER will receive the amount equivalent to 2% (two percent) on the sales of 99TELEXBIT account made by the PROMOTERS of his/her direct or indirect indications, up to the 5th level.

8. ROYALTIES

8.1. The PROMOTER should have the right to apportion of 1% (one percent) as ROYALTIES of the company's net sales, if within 1 (one) calendar month (1st to last day of the month) the PROMOTER has closed 22

(twenty-two) cycles in 20 (twenty) days, not necessarily on consecutive days.

9. DIRECT AND INDIRECT GAIN OF THE SERVICE AND QUALIFICATION

9.1. ACCESS TO THE VOIP SERVICE AND REMUNERATION FOR USE

9.1.1. The PROMOTERS and other indicated customers may make their access to communication via VoIP (Voice over Internet Protocol) from the available software (download) at the website www.telexbit.com.

9.1.2. In the case of 99TELEXBIT accounts, and only in them, the PROMOTER will receive directly – i.e. when the customer purchases a 99TELEXBIT VoIP account at his/her website – a direct revenue of 10% (ten percent) on the amount paid and 2% (two percent) of indirect commission, from the 1st (first) level to the 5th (fifth) level of indications made by the customers of his/her direct and indirect PROMOTERS, provided that the following requirements are met:

9.1.2.1. He/she has, for each level, a direct 99TELEXBIT customer with active plan; thus, in order to receive the 2% (two percent) commission mentioned in the previous clause, in the 5 (five) levels, he/she should have 5 (five) direct clients with 99TELEXBIT active account. Yet if he/she has only 4 (four) direct customers with 99TELEXBIT active account, he/she will receive the 2% (two percent) commission only on the first 4 (four) levels, and so on.

10. CANCELLATION AND BLOCK OF SUBSCRIPTION

10.1. CANCELLATION OF SUBSCRIPTION

10.1.1. TELEXBIT may cancel, in accordance with the procedures of this section, the subscription of the PARTNER and the PROMOTER who violate the provisions of the code of ethics or any of the duties attributed to them, as well as due to material prejudicial to others PROMOTERS and their activities, or other information providers.

10.1.2. The PARTNER or the PROMOTER may cancel his/her subscription using the right of repentance within 7 (seven) days of the subscription, receiving the full amount of what effectively paid to

TELEXBIT, including the subscription fee and the value of VoIP accounts that are not activated.

10.1.3. To be disconnected from the TELEXBIT System, he/she should request the cancellation of his/her participation in a specific form set forth on his/her personal page or, in the absence or inability to use this resource, by written and signed letter, with a notarized signature, sent to the CONTRACTED headquarters, correctly informing all requested data. The data is strictly the same as the informed when the subscription was made, which will be checked for security reasons, and the cancellation will be irreversibly made.

10.1.4. When requesting the cancel of subscription after the legal term, the PARTNER or the PROMOTER is aware that there will be no reimbursement of any value, as his/her position will continue to incur expenses for maintenance.

10.2. CANCELLATION OF PAYMENT

10.2.1. If the PARTNER or the PROMOTER cancels the payment of his/her subscription, all logins that have the same CPF or e-mail will be suspended and their release will be made after the payment of 10% of the value of purchases of VoIP 99TELEXBIT kits (PARTNER, ADCENTRAL, FAMILY or TEAM BUILDER), in addition to the reimbursement of all amounts that the PROMOTER has received in the canceled position.

10.2.2. The cancellation of the payment will also result in the reversal of the values of the respective bonuses generated to the ascendants of the binary system.

10.3. BLOCK OF SUBSCRIPTION

The Marketing System of the TELEXBIT network may block the subscription of the PARTNER or PROMOTER at any time, with immediate effect and with notice to the PARTNER or PROMOTER, if it understands that the latter has performed an act that directly or indirectly affects the provisions of this contract, mainly if proved the grooming of members of the own network of TELEXBIT PROMOTERS.

10.3.1. The block consists of total suspension of activities related to the Back Office area.

10.3.2. Concurrently with the block, the PROMOTER, while in this

situation, will not be able to perform any activity specific to this condition.

- 10.4.** In the event of breach of this contract, the PARTNER or PROMOTER should be given the opportunity to present his/her written defense within 10 (ten) days or to present his/her retraction by the same way and scope. Confirming the acts that violate this contract, the block will become a definitive cancellation of the subscription, and also, the prohibition of new subscription.
- 10.5.** The PARTNER or PROMOTER, whose register is canceled by TELEXBIT as a result of the provisions of this section, will lose the right to all the privileges offered by the TELEXBIT System, not being able to enjoy in any way the benefits that he/she held as PROMOTER without the express consent and in writing by the TELEXBIT management.
- 10.6.** TELEXBIT will not refund, under any claim or justification, the value of the monthly fees paid by the PROMOTER, relating to purchases of VoIP kits or other products, since he/she has full knowledge that such value is paid as a use of the resources offered by TELEXBIT System as auxiliaries in the development of the marketing campaign in force and/or, at the discretion of the same PROMOTER, continuous investment in the Marketing program made available, thus not accepting any request for reimbursement of the value already transferred to the Marketing System of TELEXBIT.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1.** The PARTNER or PROMOTER acknowledges that the content, without limitation, of text, software, music, sound, photographs, videos, graphics or any other material contained in sponsor or electronically distributed advertisements, as well as commercially produced information submitted to him/her by TELEXBIT, TELEXBIT advertisers or other content providers, are protected by copyright and trademark protection laws. Also included in this protection are trademarks of advertisers or traders of products and services that have contracted TELEXBIT to divulge and commercialize their products and services, including, computer software, trademarks and patents, being allowed; however it is possible to obtain a copy, provided authorized by TELEXBIT, of this content solely for his/her

use for promoting TELEXBIT System in a non-commercial way, provided that the notices of copyright and other notices of intellectual property and image are kept intact. It is not permitted to modify, copy, reproduce, republish or send changed data to another computer or otherwise distribute it.

11.2. The collection, organization and assembly of all content of the site are of exclusive property of TELEXBIT and protected by international copyright laws, including trademarks and patents.

11.3. The access at the website does not consist of a license to the PROMOTER for using its content or any rights of third parties that include those relating to intellectual property.

12. LINKS TO THIRD PARTY WEBSITES

12.1. The website may contain links and interactive features that interact with third-party websites, including social networking websites. TELEXBIT is not responsible for the functionality, actions, omissions, privacy settings, privacy policies, terms, conditions and content of any website.

12.2. The links and interactive functionality for third party websites do not constitute an endorsement by TELEXBIT of such third party websites. It is made clear that other websites may link to websites with or without authorization, and TELEXBIT may block any links to or from the websites.

12.3. The use of third party websites will occur exclusively at the account and risk of the PROMOTER, i.e. TELEXBIT by its employees, directors, agents, vendors or suppliers should not be liable for any direct or indirect losses, including damages resulting from the use or incapacity of the third party links used.

13. FINAL PROVISIONS

13.1. The CONTRACTED reserves the right at any time to monitor, review, retain and/or disclose any information in order to comply with any applicable legislation, regulation, legal process or request of competent authority.

13.2. The CONTRACTED, by its exclusive analysis, according to criteria of convenience and opportunity, may repurchase 99TELEXBIT accounts from the PROMOTERS, however not guaranteeing the “face value” of the

product, negotiating the value due to volume, demand and/or of its inventory.

- 13.3.** It is part of the TELEXBIT System policy to promptly respond to complaints about intellectual property violations. The CONTRACTED upon becoming aware should promptly investigate complaints of violations, taking the necessary steps under the Digital Millennium Copyright Act (DMCA) and other applicable property laws, and upon receiving notices of violations under the DMCA, the CONTRACTED should immediately act to remove or prevent access to any material violated, as well as any reference or connection to the violated material, also eliminating access to PROMOTERS who have been violators.
- 13.4.** The information included in the TELEXBIT System or made available through it may contain inaccuracies or typographical errors, and may be changed. TELEXBIT and/or its respective suppliers, at any time and without previous notice, may make changes in any part of the System, including this term of use, reason why the PROMOTER undertakes the constant verification.
- 13.5.** TELEXBIT System does not represent or warrant that it will not be interrupted or that it will be free of errors, that the defects will be immediately corrected or that the same system or server that makes it available will be free of viruses or other harmful components.
- 13.5.1.** The CONTRACTED ensures, however, that when any abnormality is detected in its domain, the most urgent measures will be taken in order to achieve the regularization of the situation.
- 13.6.** The CONTRACTOR agrees to exempt and indemnify TELEXBIT and its eventual connected, subsidiary and affiliate companies, as well as their offices, officers and employees, for any liability from any claim, demand or loss and damage, including attorney's fees, based on 20% (twenty percent), which may be claimed by third parties, due to or originating from his/her use of TELEXBIT System outside the parameters described herein, or in relation to his/her conduct.
- 13.7.** The TELEXBIT System reserves the right to change this term of use or guidelines related to the use of the System at any time and without previous notice, and then publishes an updates the version on its website.

- 13.7.1.** The CONTRACTOR is responsible for periodically reviewing the current content of the TELEXBIT website and this GENERAL REGULATION that may be changed, always by means of wide disclosure after which it will be considered tacitly accepted by those who have made their subscription.
- 13.8.** The compliance with the provisions of this GENERAL REGULATION is subject to the current legislation and legal procedures, and nothing in this derogates from TELEXBIT's right to comply with administrative or judicial requirements or orders imposed by the competent authorities. With respect to the use by the CONTRACTOR of the TELEXBIT System or the information provided by the CONTRACTED or collected by it as a result of such use, and if any provision of this contract is declared void or ineffective in the light of current legislation, including without limitation, the provisions regarding the exemption and limitation of responsibilities mentioned above, such invalid and ineffective provisions should be replaced by valid and effective provisions respecting the intention and purpose of the original provisions, with the remaining provisions of this term remaining current and in full force.
- 13.9.** Except as otherwise provided herein, this GENERAL REGULATION constitutes the entire contract between the CONTRACTOR and the CONTRACTED with respect to the use of the System, except as to the use of any software that may be governed by an end user license agreement, and replaces any and all prior or current communication or proposal, either electronically, orally or in writing, between the user and TELEXBIT with respect to such System.
- 13.10.** The printed version of this contract and any notice presented in electronic form should be admissible in judicial or administrative proceedings resulting from or related to this GENERAL REGULATION and subject to the same conditions as other commercial documents and records originally generated and kept in printed form.
- 13.11.** The present version of this contract of subscription will take effect from August 16, 2016, revoking all the provisions of the previous contract of subscription, in what is diverse to it.

I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS GENERAL REGULATION.

(Place) _____, (date) _____ 2016