

# Zomma Somma International Limited

## POLICIES AND PROCEDURES

1. Zomma Job and Career Solution is a department of Zomma Somma International Limited ,a limited liability company registered in Nigeria for the purpose of promoting self employment, entrepreneurship and career opportunities for its participants, hereinafter referred to as “member(s). The policies and procedures herein are applicable to all members of Zomma Job and Career Solution Program and by extension Zomma Somma International Limited.
2. A member is one who has completed a Zomma Job and Career Solution membership application/agreement form and has been accepted by Zomma Job and Career Solution as a member. Zomma Job and Career Solution reserves the right to accept or reject anyone as a member. Memberships/Application fees are non-refundable.
3. Zomma Job and Career Solution members must attain the legal age of 18 years before they can apply for membership.
4. Members are independent and are not to be considered as purchasers of membership. The agreement between Zomma Job and Career Solution and its members does not create an employer/employee relationship, agency, partnership, or joint venture between Zomma Job and Career Solution and the members. Each member shall hold harmless Zomma Job and Career Solution from any claims, damages or liabilities arising out of the member's program activities. Zomma Job and Career Solution members have no authority in any form to bind Zomma Job and Career Solution to any obligation.
5. The member shall safeguard and promote the reputation of Zomma Job and Career Solution in their activities and shall refrain from any conduct which might be harmful to the reputation of Zomma Job and Career Solution and other departments of Zomma Somma International Limited and shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices in the conduct of the member's program activities.
6. Any member, who recommends the Job and Career Program to another member, must fulfill the obligation of performing a bona fide supervisory role in ensuring that the new program member understands the program activities.
7. Zomma Job and Career Solution members shall not advertise Zomma Job and Career Program activities except as specifically approved by Zomma Somma International Limited .
8. Zomma Job and Career Solution members agree to make no false or fraudulent representations about Zomma Job and Career Solution Program.
9. The registration and payment of membership fee by a member entitles such member to Zomma Job and Career Solution membership package and also the privilege to recommend other potential members.

10. The names “ZOMMA SOMMA”, ZOMMA JOB AND CAREER SOLUTION, and ZOMMA SOMMA “LOGO” as registered by Zomma Somma International Limited and other names as may be adopted by Zomma Somma International Limited are proprietary trade names and trademarks of Zomma Somma International Limited. As such, these trademarks are of great value to Zomma Somma International Limited and are supplied to the members for the member's use only in an expressly authorized manner. Member agrees not to advertise Zomma Job and Career Solution in any way other than the advertising and promotional materials made available to members by Zomma Somma International Limited. Member agrees not to use any written, printed, recorded or any other material in advertising, promoting, or describing the Zomma Job and Career Solution program, or in any other manner, any material which has not been copyrighted and supplied by Zomma Somma International Limited, unless such material has been submitted to Zomma Somma International Limited and approved in writing by Zomma Somma International Limited before being disseminated, published or displayed.

11. The member, as an independent entity, is fully responsible for all of his/her verbal and written statements made regarding Zomma Job and Career Solution not expressly contained in writing in the current member agreement, and materials supplied directly by Zomma Somma International Limited.

12. Member agrees to indemnify Zomma Somma International Limited and hold it harmless from any and all liability including judgments, civil penalties, refund, attorney fees, court costs or losses incurred by Zomma Somma International Limited as a result of member's unauthorized representations of Zomma Job and Career Solution.

13. Zomma Somma International Limited will not permit the use of its copyrights, designs, logos, trade names, trademarks, etc. without its prior written permission.

14. If a member elects not to renew his/her member agreement, all his rights ceases.

15. Zomma Job and Career Solution shall be entitled to change activities and programs at any time and without notice, and to make changes in the statement of policy and procedures.

16. Zomma Somma International Limited reserves exclusive right of the interpretation of the Job and Career Solution Programs, Services and Compensation plan.

17. On a periodic basis, Zomma Job and Career Solution will supply data and reports to the member which will provide information to the members concerning the member's group activities. Member agrees that such information is proprietary and confidential to Zomma Job and Career Solution and is transmitted to the member in confidence. The member agrees that he or she will not disclose such information to any third party directly or indirectly, nor use the information against Zomma Job and Career Solution directly or indirectly. The member and Zomma Job and Career Solution agree that, but for this agreement of confidentiality and non disclosure, Zomma Job and Career Solution would not provide the above confidential information to the members.

18. Upon the death or incapacity of the member, his or her rights and program position, together with member responsibilities, shall pass to his or her successors in interest upon written application and approval of Zomma Job and Career Solution .The successor member must fulfil all responsibilities of the member.

19. A member may not sell, assign or otherwise transfer his or her membership, or other member rights without written application and approval by Zomma Somma International Limited .

20. Disciplinary Actions, A member's violation of any policies and procedures, the agreement, terms and conditions or any illegal, fraudulent, deceptive, or unethical conduct may result, at Zomma Job and Career Solution 's discretion, in one or more of the following disciplinary actions:

- a. Issuance of a written warning or admonition
- b. Suspension, which may result in termination or reinstatement with conditions and restrictions.
- c. Termination of the member.

21. Zomma Job and Career Solution reserves the right to terminate any membership at any time for cause when it is determined that the member has violated the provisions of these policies and procedures as they may be amended or the provisions of applicable laws and standards of fair dealing. Such involuntary termination shall be made by Zomma Job and Career Solution at its discretion. Upon an involuntary termination, Zomma Job and Career Solution shall notify the member by mail at the latest address listed with Zomma Job and Career Solution for the member. In the event of a termination, the terminated member agrees to immediately cease representing him/herself as a member.

22. Termination: Zomma Job and Career Solution reserves the right to suspend or terminate eligibility of those individuals who cause breach of the peace or demonstrate inappropriate behavior or disorderly conduct; threats to, physical abuse of, or harassment which threatens or endangers the health, safety, or welfare of a member of the program.

a. When a decision is made to terminate a membership, Zomma Job and Career Solution will inform the member in writing that the membership is terminated immediately, effective as of the date of the written notification.

The termination notice will be sent by certified mail to the member's address on file with Zomma Job and Career Solution .

b. The member will have 15 days from the date of mailing of the certified letter in which to appeal the termination in writing. The member's appeal correspondence must be received by Zomma Job and Career Solution within 20 days of Zomma Job and Career Solution 's termination letter. If the appeal is not received within the 20-day period, the termination will be automatically deemed final.

c. If a member files a timely appeal of termination, Zomma Job and Career Solution will review and reconsider the termination, consider any other appropriate action, and notify the member of its decision. The decision of Zomma Job and Career Solution will be final and subject to no further review. In the event the termination is not rescinded, the termination will be effective as of the date of Zomma Job and Career Solution 's original termination notice.

23. All members have the right to recommend others. In addition, every person has the ultimate right to choose who recommends him/her. If two members should claim to have recommended the same new member, Zomma Job and Career Solution shall regard the first application received by the corporate home office as controlling.

24. Transfer of Sponsorship: Transfer is rarely permitted and is actively discouraged. Maintaining integrity is absolutely mandatory for the success of the overall Job and Career Solution Program.

25. Income Claims: No income claims, income projections nor income representations may be made to prospective members. Any false, deceptive or misleading claims regarding the opportunity or service are prohibited.

26. Representation of Status. In all cases, any reference the member makes to himself/herself must clearly set forth the member's independent status. For example, if the member has a business telephone, the telephone may not be listed under Zomma Job and Career Solution 's name or in any other manner which does not disclose the independent status of the member.

27. Complimentary Cards and Stationery. Any printed materials, including complimentary cards and stationery, must be approved by Zomma Job and Career Solution in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials as well as properly setting forth the independent status of the member.

28. Telephone Solicitation. The use of Zomma Job and Career Solution 's name or copyrighted materials may not be made with automatic calling devices to solicit members.

29. Press Inquiries. Any inquiries by the media are to be referred immediately to Zomma Zomma International Limited. This policy is to assure accuracy and consistent public image.

#### **FORCE MAJURE**

The company shall not be responsible for delays or failures in its performance or delivery when obligations are made impracticable by circumstances beyond its reasonable control such as strikes, wars, floods, riots, government decrees and orders etc.

#### **GOVERNING LAW**

These rules and subsequent ones approved by Zomma Somma International Limited Board of Directors shall be governed in all respects by the laws of the country.

