



Policies & Procedures

These Viiva Policies and Procedures (“Policies & Procedures”), are effective and binding upon Brand Partners (each a “BP” or collectively, “BPs”) and Preferred Customers (each a “VIP” or collectively, “VIPs”) of Viiva, LLC, a Utah Limited Liability Company (“Viiva”). The Viiva BP/VIP Application, including its Terms and Conditions, the Viiva Compensation Plan, and these Policies and Procedures constitute the entire agreement (“Contract”) between Company, BP and VIP. The Contract or any part thereof may be amended by Company in accordance with the provision herein.

A BP/VIP’s failure to comply with any provision of these Policies and Procedures or any of the referenced documents comprising the Contract between Company and BP/VIP, in the sole discretion of the Company, may result in any or all of the following: termination of the Distributorship of the BP/VIP, loss of the right to enroll other BP/VIP, loss of the right to receive Commissions or Bonuses, loss of formal recognition by the Company, and suspension or termination of other rights and privileges.

Definitions:

Active: A BP/VIP who purchases Viiva product every month and has a monthly subscription on file.

BP Agreement: The legally binding document that forms a part of and is incorporated into the Contract established between a BP and Viiva. The BP Agreement is subject to acceptance or rejection by Viiva in its sole discretion.

BP/VIP: An individual or entity who is eligible to join and becomes a BP/VIP through signing the BP Agreement or VIP Agreement and, as a result of which, is bound by the terms of the Contract.

Brand Partner (“BP”): An individual or entity that has been accepted for membership by the Company, in the Company’s sole discretion, and may participate in the Compensation Plan.

Business Report (List): List(s) produced by Viiva and provided to BP/VIP that contain information relating to the activity and individuals in the BP/VIP’s Organization. These reports contain trade secret information that is proprietary to Viiva.

Commission: Compensation that can be earned following the Viiva Compensation Plan

Commissionable Volume (CV): The sales volume, measured in points, of products sold to a customer in a calendar month, primarily for resale to customers or personal consumption. Not all products qualify for CV value. CV does not include products purchased with Product Credit. The CV of a product is clearly delineated on the Company’s website, shopping cart or printed or digital Product Order Form.

Company: Company or “Viiva” means Viiva, LLC.

Compensation Plan: The Compensation Plan includes the terms and definitions contained therein. BPs shall be eligible for compensation subject to the fulfillment of specified sales requirements for business, commissions and order requirements.

Commission Cycle: weekly, monthly and quarterly periods that determine Compensation Plan payout. For details, please check the Compensation Plan.

Customer: The term “Customer” includes VIPs and Retail Customers.

Downline: A “Downline” or organization consists of all BP/PCs and their Customers that are directly or indirectly placed under a BP/PC, based on placement (not on recruiting or enrollment).

Enrollee: An Enrollee is a BP or VIP who was enrolled by an Enroller.

Enroller: Enroller is a designation that entitles a BP to qualify for Ranks, Fast Start Bonuses, Team Commissions, Pay+ Bonuses, Leadership Bonuses and other bonuses identified in the Viiva Compensation Plan. Enrollers have the ability to designate a new BP or VIP's sponsor within Enroller's organization. An Enroller can also be a Sponsor.

Enrollment Fee: A fee that is required to be paid by BP/VIP to the Company in order to receive wholesale pricing and additional sales and marketing business tools from the Company.

Level: In relation to a sales organization, the position of a BP within such sales organization. Those BPs who are immediately sponsored or enrolled by another BP would be considered the Sponsoring BP's first level. Those BPs who are sponsored by a BP's first level would be considered that BP's second level and so on.

Monthly Subscription: To receive wholesale pricing discounts from Retail Pricing, an optional standing product order that is automatically shipped to BP/VIP every month on a designated date.

Organizational Volume (OV): The total organizational sales volume generated by a BP/VIP's Downline.

Personal Enrollee: An Enroller's Enrollee to whom the Enroller has personally introduced Viiva and/or has played an active role in the presentation of Viiva products or business opportunity.

Personal Volume (PV): A BP/VIP's personal product purchases that reflect commissionable volume. The BP/VIP price and the commissionable volume may not always be the same. PV also includes Retail Customer's volume.

Placement: When a BP/VIP places a new BP/VIP into his or her Organization this "placement" is accomplished by completing the sponsor (enroller) and placement information on the VIP Agreement. A new BP/VIP cannot be accepted into the Company without this information.

Product Claims: Claims related to the efficacy or effectiveness of Viiva products. Product claims are regulated by federal, state, and local governments in which the BP or VIP does business, including the Food and Drug Administration, Federal Trade Commission and similar governmental agencies in the jurisdiction of BP or VIP.

Product Credits: Product Credits are non-cash redeemable points that can be used to purchase Company-designated products. Product Credits are rewarded as part of the Reward Program and in the discretion of the Company for deserving BPs and VIPs. Product Credits may have expiration dates, may require Active status and may be revoked for non compliance with any of the Company's policies.

Qualify or Qualified: A BP/VIP in good standing may qualify for commissions in a Commission Cycle by meeting all the necessary Compensation Plan qualifications.

Rank: Designations (levels) earned by and given to BP in the Viiva Compensation Plan. Ranks are earned and determined each month.

Retail Customer (RC): An end consumer that purchases Viiva products without any further obligations or benefits. A RC may not enroll other BP/VIPs or Retail Customers. RC can not participate in the Compensation Plan. Retail Customer is not required to have a monthly subscription.

Renewal Fee: A fee that is required to be paid by BP/VIP to the Company to renew his or her membership each year on the BP/VIP's enrollment anniversary date.

Reward program: the Reward Program is a loyalty program where in VIP may qualify to receive Product Credits and other benefits as determined by the company.

Sponsor: A BP/VIP who has another BP or VIP placed directly underneath him in his organization.

Upline: All BP/VIPs above a BP/VIP's organization.

VIP ("VIP"): An individual or entity that has been accepted for BPship by the Company in the Company's sole discretion, and sign up for a monthly Subscription. VIP will receive certain discounts from retail price. A VIP can also participate in the product "Reward Program" to use for product redemption. (See "Reward Program")

VIP Agreement: The legally binding document that forms a part of and is incorporated into the Contract established between a VIP and Viiva. The VIP Agreement is subject to acceptance or rejection by Viiva in its sole discretion.

Code of Ethics

Viiva expects and requires its BP/VIP to conduct themselves in accordance with the highest standards of ethical behavior. Viiva BP/VIP are expected to practice the following Code of Ethics in the operation of their organization and to participate in the Viiva's Business. Violations of the Code of Ethics may result in disciplinary action by the Company.

- I will be courteous, respectful, honest and fair while acting as a BP/VIP to enhance my reputation and the positive reputation of Viiva and its products.
- At all times I will conduct myself and my business in an ethical, moral, and legal manner, free of false, deceptive or misleading advertising, marketing, pricing, service and/or other practices.

- I will clearly and completely state all terms of sale to my BP/RC/VIP. Further, I will provide support and encouragement to my BP/RC/VIP to ensure that their experience with Viiva is a successful one.
- I will not engage in activities that may bring disrepute to Viiva, any Viiva corporate officer or employee, other BP/VIPs or me.
- I or my immediate family members will not join or be associated with another direct selling company competing with Viiva.
- I will not make discouraging or disparaging claims toward other Viiva BP/VIPs. I will ensure that in all Viiva business dealings I will refrain from engaging in defamatory statements regarding others, including competitors of Viiva.
- I will fulfill my leadership responsibilities as a Sponsor (Enroller) by training, assisting and supporting the BP/VIPs in my organization.
- I will respect the Sponsor (Enroller) relationship of every BP/VIP within Viiva, and I will neither attempt to interfere with or change these relationships, nor make disparaging or untrue claims about any other BP/VIP.
- I will make no claim about any Viiva product that is not contained in and supported by current and official Viiva publications, nor will I misrepresent the income potential of the Compensation Plan.

Section 1: The VIP Agreement Process

1.1 BP/VIP Agreement and Completion Process

A person may become a BP/VIP after reading the Contract, and

- Delivering to Viiva a completed, original BP/VIP Agreement;
- Enrolling with Viiva over the telephone, followed by the submission of a completed and signed BP/VIP Agreement to Viiva; or
- Completing, digitally signing and submitting through Viiva’s Internet website an online BP/VIP Agreement. No product purchases are required to become a BP/VIP.
- Enrollment fee is \$35 and may be included in certain enrollment packs offered by the Company.

Viiva reserves the right, in its sole discretion, to accept or reject any BP/VIP Agreement, and to terminate any BP/VIP in Viiva’s sole discretion. Incomplete, inaccurate or unlawful BP/VIP Agreements are voidable by Viiva. A BP/VIP is responsible for promptly informing Viiva of any changes affecting the accuracy of the BP/VIP Agreement.

1.2 Identification Numbers

All individuals or entities must provide Viiva with a valid taxpayer identification number (“TIN”), such as a Social Security Number (“SSN”), Federal Tax Identification Number (“FTIN”) or other country specific Tax Identification Number for the individual or entity. BP/VIP/RC may also be assigned a unique Viiva ID Number.

1.3 Beneficial Interests

While entities may become BP/VIPs, an individual may not have a legal beneficial interest or be listed as an owner, partner, shareholder, or participant in more than one BP/VIP Business without the written consent of Viiva. A beneficial interest includes, but is not limited to, any ownership interest, equitable interest, any rights to present or future benefits, financial or otherwise. In addition, each BP/VIP agrees as follows:

- a. The creation of “straw” or “phantom” (ineligible or false) position in a BP/VIP’s Downline is prohibited.
- b. If a BP/VIP’s household engages in any act or activity that would violate the Contract if such act were performed by the BP/VIP, such act or activities will be imputed to the BP/VIP.
- c. If a spouse or co-habitant of an existing BP/VIP wishes to become a BP/VIP, then he or she must be added to the BP/VIP Business that is currently being operated by the spouse or co-habitant.

1.4 Corporations, Partnerships, Trusts and Other Entities

A corporation, limited liability company, partnership, trust or other business entity (each, an “entity” or “Entity”) may apply to be a Viiva BP/VIP by submitting a properly completed BP/VIP Agreement. Applications submitted by an Entity must be signed by a duly authorized officer, manager, trustee or owner as the case may be and contain the name and Tax Identification Number of the Entity. Accordingly, the agreement must also include the names of the executive officers, directors, managers, partners, and shareholders, beneficiaries of the trust and the trustees, as the case may be. Viiva may require a copy of the organizational documents of each Entity, together with a certificate of good standing or such other information about the Entity as requested by Viiva. Each BP, shareholder, partner or other owner of an Entity is jointly and severally liable for any indebtedness or other obligation of such Entity to Viiva. In order for a BP/VIP to be eligible to change its status from an individual to an Entity, or from one type of entity to another, then such BP/VIP must submit a properly completed BP/VIP Agreement. Any transfer of any shares, BP’s interests, partnership interests or other ownership interest in the Entity is subject to the transfer rules set forth in Section 4.8 hereof.

1.5 Marriage

If two existing BP/VIPs (which are individuals) marry, then such BP/VIPs may maintain their respective, independent BP/VIP Businesses. After marriage, the rights of married BP/VIPs to make account or Sponsor changes may be limited in Viiva’s sole discretion.

1.6 Divorce or Partnership Dissolution

In the event that married BP/VIPs or partners, BPs, shareholders or other owners that share in a certain BP/VIP Business separate or obtain a divorce, then Viiva will continue to pay commission in the same manner as prior to such separation or divorce until such time as Viiva is served with a legally binding certified copy of a divorce decree or other court order that provides direction on payment and/or disposition of the rights under the Contract. The written notice must be signed by all parties and notarized. In no event will the BP/VIP Business be portioned.

1.7 Account Changes to Business

Account changes or corrections such as address changes to the VIP Agreement may be accomplished by submitting a new VIP Agreement with the word “Amendment” written at the top or submitting a written email to the Viiva BP/VIP Support Department, depending on the type of change. All amended agreement forms must be completed in their entirety and signed by all parties in the BP/VIP Business. Name changes require appropriate legal proof of the change.

1.8 Sales or Transfer

To convey, sell, assign or otherwise transfer (each, a “Transfer”) a BP/VIP Business or any direct or indirect ownership interest therein, a BP/VIP must, prior to such sale, assignment or transfer, contact the Viiva Compliance Department by delivering a signed writing to Viiva of such BP/VIP’s intention to do so, and then comply with the terms and conditions of this Section 4.8, together with any and all other internal or other policies of Viiva, as amended from time to time:

- a. You may not encourage, entice, or otherwise assist another BP/VIP to transfer to a different Sponsor (Enroller). To do so constitutes an unwarranted and unreasonable interference with the contractual relationship between the Company and its BPs/VIPs. This prohibition includes, but is not limited to, offering financial or other tangible incentives for another BP/VIP to terminate an existing BP/VIP Business and then re-sign under a different Sponsor (Enroller). You agree that a violation of this rule inflicts irreparable harm on the Company and agree that injunctive relief is an appropriate remedy to prevent that harm. The Company may also impose penalties on any BP/VIP Business that solicits or entices an existing BP/VIP to change lines of sponsorship.
- b. No BP/VIP shall sell or assign a BP/VIP Business in order to circumvent the Contract, including but not limited to, circumvention of the cross-sponsoring rules or the possession or interest in more than one BP/VIP Business.
- c. Notwithstanding anything to the contrary contained herein, elsewhere in the Contract, or otherwise, all Transfers are subject to the prior written approval of Viiva, which Viiva may withhold in its sole and absolute discretion for any or no reason.
- d. All Transfers are subject to a right of first refusal in favor of Viiva (the “Right of First Refusal” or “ROFR”). Specifically, a BP/VIP that receives an offer from a prospective purchaser to receive a Transfer of such BP/VIP Business shall first offer to sell such BP/VIP Business to Viiva on the same terms and conditions contained in such offer from such prospective purchaser. The transferring BP/VIP shall deliver written notice to Viiva, together with a copy of such offer, and Viiva shall have thirty (30) calendar days (the “ROFR 30-Day Period”) to purchase such BP/VIP Business from such BP/VIP on the same terms and conditions set forth in such written notice and offer. If Viiva fails to exercise its Right of First Refusal within such ROFR 30-Day Period, then the transferring BP/VIP may Transfer the BP/VIP Business to the prospective purchaser within twenty (20) calendar days following the expiration of the ROFR 30-Day Period pursuant to the same terms and conditions contained in the written notice and offer. If such Transfer does not

- occur within such twenty (20) day period, then the Right of First Refusal will apply to each new offer received by the transferring BP/VIP.
- e. In addition, all Transfers are subject to a right of first offer in favor of Viiva (the “Right of First Offer” or “ROFO”). Specifically, a BP/VIP that desires to Transfer its BP/VIP Business to a prospective purchaser shall first offer to sell such BP/VIP Business to Viiva on the same terms and conditions contained in such offer from such BP/VIP to such prospective purchaser. The transferring BP/VIP shall deliver written notice to Viiva, together with a copy of such offer, and Viiva shall have thirty (30) calendar days (the “ROFO 30-Day Period”) to purchase such BP/VIP Business from such BP/VIP on the same terms and conditions set forth in such written notice and offer. If Viiva fails to exercise its Right of First Offer within such ROFO 30-Day Period, then the transferring BP/VIP may Transfer the BP/VIP Business to the prospective purchaser within twenty (20) calendar days following the expiration of the ROFO 30-Day Period pursuant to the same terms and conditions contained in the written notice and offer. If such Transfer does not occur within such twenty (20) day period, then the Right of First Offer will apply to each new prospective purchaser to whom the transferring BP/VIP desires to Transfer its BP/VIP Business.
 - f. The Right of First Offer procedures set forth in this Section do not apply to the Transfer of a BP/VIP Business by reason of a valid will or intestate succession or to status changes described below:
 - i. A Transfer from an individual BP/VIP to a legal entity, so long as the BP/VIP owns all the interest in the legal entity; and
 - ii. A BP/VIP that is a legal entity that wishes to change its status to an individual, so long as the individual BP/VIP owns all the interest in the legal entity.
 - g. When a Transfer of a BP/VIP Business is allowed, Viiva may require any or all of the following, together with any other documents or information requested in the sole discretion of Viiva:
 - i. A newly signed BP/VIP Agreement from the purchaser with payment of the appropriate enrollment fee and a written statement explaining the reason(s) for the Transfer;
 - ii. A copy of the Sales Agreement executed by the Transferring BP/VIP. The Sales Agreement must include a covenant from the transferring BP/VIP promising he or she will not raid, cross-sponsor or recruit any of the BP/VIP Businesses’ Downline into any other direct-selling, network marketing or multilevel-marketing organization;
 - iii. A termination notice from the transferring BP/VIP; and
 - iv. A processing fee of \$100.00.
 - h. Any BP/VIP desiring to acquire an interest in another BP/VIP’s Business must first terminate its BP/VIP Business and wait at least three (3) months before becoming eligible to purchase another BP/VIP Business.

1.9 Legal Age

Applicants must be at least 18 years of age and legally able to enter into a legal contract in the jurisdiction where they reside.

1.10 Permitted Territories

Acceptance by Viiva of the VIP Agreement authorizes the BP/VIP to conduct the BP/VIP's Business only in territories and countries designated by Viiva, as such may be updated from time to time. BP/VIPs, consumers or any Customers residing in unopened countries or territories may be allowed to purchase Viiva product directly from Viiva in US dollars and strictly on a Not-For-Resale or similar basis so long as such purchasers comply with applicable legal requirements in such unopened countries or territories.

Section 2: Responsibilities

2.1 Compliance with Law and Business Ethics

BP/VIPs agree to comply with applicable federal, state and local laws and regulations (collectively, "Laws"). Any breach or violation of the Contract or of any Laws may be grounds for disciplinary action, including termination of the applicable BP/VIPs. In addition, Viiva requires that BP/VIPs abstain from unethical conduct. Examples of unethical conduct may include, but are not limited to, the following:

- a. Cross-sponsoring;
- b. Raiding;
- c. Unauthorized use of another person's credit card;
- d. Credit card charge-backs;
- e. Misrepresenting the Viiva products or the Compensation Plan;
- f. Engaging in any deceptive or unlawful trade practice or other illegal or unlawful activity;
- g. Creating or publishing advertising material without prior Viiva approval;
- h. Any unauthorized use of the Viiva names, trade names, domain names, patent information, trademarks or logos; or
- i. Manipulating the Compensation Plan.

2.2 Independent Contractor Status

A BP/VIP is an Independent Contractor and is not an agent, employee, partner or party in a joint venture with Viiva and a BP/VIP may not represent that such an arrangement exists. A BP/VIP is responsible for the BP/VIP's own business decisions and expenditures and for satisfying all federal, state and local laws and regulations applicable in the state of or country of residence. Because BP/VIPs are Independent Contractors, BP/VIPs are not eligible to claim unemployment compensation or other benefits as a result of having been a BP/VIP.

2.3 Non-Solicitation and "Cross-Sponsoring"

Any Active BP/VIP or any person or entity that was previously a Viiva BP/VIP, directly or indirectly, through beneficial ownership or otherwise, may not directly or indirectly enroll, Sponsor or solicit any other BP/VIP or Customer into any other direct-selling, network-marketing

or multilevel-marketing company. Further, any Active BP/VIP or any person or entity that was previously a Viiva BP/VIP, directly or indirectly, through beneficial ownership or otherwise may not directly, indirectly, openly or privately solicit the participation of any other BP/VIP or Customer, to purchase any non-Viiva product that is competitive with Viiva products or opportunities or to participate in any other direct-selling, network-marketing or multilevel-marketing company or opportunity. These competing products and/or opportunities include, but are not limited to, promoting or distributing of business cards, technology services, business tools, speakers or trainers, social media, email, websites, supporting/encouraging competing products, opportunity meetings and services or anything similar. The foregoing prohibited activities may be grounds for termination or other disciplinary action.

2.4 Business Renewal

A BP/VIP must renew its Contract and its BP/VIP Business status annually. The annual renewal is \$25. Payment of the renewal fee is due on the anniversary of the day the BP/VIP Contract was accepted by Viiva. The responsibility to renew rests with each BP/VIP. Ordering product, sponsoring other BP/VIPs, accepting commissions or other verbal or written authorization shall constitute action on the part of a BP/VIP that Viiva may accept as intent to renew and shall constitute authorization by the BP/VIP to charge the credit card on file or deduct from earned commissions in the amount of the renewal fee. At the election of Viiva, a BP/VIP that does not renew its BP/VIP Business may be terminated without notice by Viiva. If a BP/VIP Business position is terminated by the failure to renew or by voluntary resignation, a BP/VIP may not be reinstated or regain its Rank or Downline Organization existing at the time of termination and may not reapply as a new BP/VIP for three (3) months or later at the sole discretion of Viiva. Further, Viiva may also elect in its sole discretion not to renew a BP/VIP Contract upon its anniversary date.

2.5 Consent

A BP/VIP hereby consents to Viiva's use of the BP/VIP's name and image, including, but not limited to: the BP/VIP's legal or other name, professional name(s), photographs, testimonials, likeness, title, positions, voice(s), biography and any film footage, videotapes, audiotapes, recordings, articles and interviews of the BP/VIP, in any form and medium whatsoever, when created in connection with any Viiva product or opportunity or any events, promotions and/or conventions to advertise, promote and publicize Viiva products or the Viiva business opportunity. A BP/VIP may withdraw such consent by notifying Viiva in writing and providing at least six (6) months advance notice before such withdrawal takes effect; provided however such BP/VIP is not entitled to retain its BP/VIP position during the six (6) month period. In addition, a BP/VIP agrees that Viiva may contact the BP/VIP by the provided telephone number(s) or E-mail address concerning his or her BP/VIP Business and BP/VIP status during the term of this Contract.

2.6 Policy Enforcement

The failure of Viiva to enforce any of the provisions of the Contract with one BP/VIP does not waive the right of Viiva to enforce any such provision(s) with that same BP/VIP or any other BP/VIP.

2.7 Lists

Viiva desires to protect its BP/VIPs and Viiva from unfair competition. Lists of BP/VIPs and any Customers, activity reports, Downline Organizations and other information about BP/VIPs or Customers (electronically, paper or otherwise “Lists”), whether partial or complete, provided by or originating from Viiva or any BP/VIP may not be reproduced in any way or in any part by a BP/VIP. The Lists are the confidential and proprietary property of Viiva. Viiva has derived, compiled, configured and currently maintains Lists through the expenditure of significant time, computer programming and monetary resources. Lists, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of Viiva, which BP/VIPs agree to hold confidential. Lists shall not be disclosed by BP/VIPs to any third party or used for any purpose other than in the performance of their obligations under the Contract and for the benefit of Viiva and the BP/VIP’s Business. Lists are provided for the exclusive and limited use of the BP/VIPs to facilitate the training, support and service of the BP/VIP’s Downline to further the BP/VIP’s Business. By accessing Viiva information, materials or Lists online or through other electronic means, a BP/VIP agrees to comply with all requirements designated for such access. Each BP/VIP agrees that the use of Lists within the intended scope constitutes a separate, exclusive license agreement between the BP/VIP and Viiva. Lists remain, at all times, the exclusive property of Viiva and must be returned to Viiva upon request. A BP/VIP that receives a List agrees to limit the use of a List to exclusively advance a BP/VIP’s Business; and to hold confidential and not disclose any List or portion thereof to any third party, including, but not limited to, other BP/VIPs, competitors and the general public. Any unauthorized use or disclosure of Lists constitutes misuse, misappropriation and a violation of the Contract and may cause irreparable harm to Viiva. BP/VIPs agree that upon any violation of this paragraph or upon any request by Viiva for any reason or no reason, the BP/VIP will stipulate to injunctive relief, enjoining such use under applicable national or local law and retrieve and return to Viiva all existing Lists previously provided to the BP/VIP and that intended or unintended misuse of a List may be cause for termination of a BP/VIP’s Business, whether or not such misuse causes irreparable harm to Viiva or one of its BP/VIPs. In addition, a BP/VIP agrees that the obligations under this Section will survive the termination of the Contract and that Viiva reserves the right to pursue all appropriate remedies under applicable national or local laws to protect its rights to the Lists as proprietary and trade secrets of Viiva. Any failure to pursue such remedies will not constitute a waiver of those rights. A BP/VIP agrees that, but for this agreement of confidentiality and non-disclosure, Viiva would not provide the Lists to the BP/VIP.

2.8 Personal Data and Right of Privacy

From time to time it will be necessary for BP/VIPs to provide Viiva with personal information for purposes relating to their BP/VIP Business or application to become a Viiva BP/VIP. These purposes may include, among other purposes:

- a. Processing the BP/VIP Agreement;
- b. Processing, fulfilling and notifying a BP/VIP of its product order status;
- c. Developing Downline reports or other related business reports;
- d. Providing BP/VIP services such as planning and facilitating BP/VIP meetings and training;
- e. Administering BP/VIP benefits;

- f. Developing and implementing policies, marketing plans and strategies;
- g. Publishing personal information in Viiva newsletters, promotional materials and company and intra-group communications;
- h. Providing references;
- i. Complying with applicable laws and assisting with any governmental or police investigation; and
- j. Other purposes directly relating to any of the above.

2.9 Communicating Personal Information to Third Parties

Where permitted by the provisions of applicable law, Viiva may provide a BP/VIP's personal information to, among others, the following persons or entities:

- a. Employees, officers, BPs, and managers of Viiva and its local and foreign associated or affiliated companies;
- b. Any agent, contractor, supplier, vendor or other third party that provides administrative, advertising, printing or other services to Viiva or its affiliated companies, including, but not limited to, distribution centers, external auditors, medical practitioners, trustees, insurance companies, actuaries and any consultant or agent appointed by Viiva or its affiliated companies to plan, provide, and/or administer BP/VIP benefits;
- c. Sponsors and Upline leaders that may need access to Downline BP/VIP personal information in order to monitor sales activity and business development in their Downline. However, Viiva does not share credit card information with any third party without BP/VIP permission or unless required by law or valid court order;
- d. Persons or organizations seeking references; and
- e. Any government agency or other appropriate governmental, police or regulatory authority.

2.10 Gifts to Viiva Employees

Viiva employees are dedicated professionals committed to the success of BP/VIPs. Viiva employees may not accept any cash gifts from a BP/VIP unless approved by Viiva. Additionally, no non-cash gift valued at more than \$50 shall be given to Viiva employees by a BP/VIP.

2.11 Viiva Employees

A BP/VIP shall not solicit or Sponsor Viiva employees or BPs of the employee's household to be BP/VIPs or otherwise grant an employee any beneficial interest in any BP/VIP Business. Unless approved by Viiva, during the term of her employment no Viiva corporate officer, BP, manager, employee, product supplier, agent, representative or consultant or any BP of their household is allowed to be a BP/VIP, have a beneficial interest in any BP/VIP Business or build a Downline within Viiva or any other network marketing or direct-selling company without the consent of Viiva.

2.12 Vendor Confidentiality

Viiva's relationships with its vendors and suppliers are confidential and proprietary. Consequently, a BP/VIP shall not contact or communicate, directly or indirectly, in any way with

any Viiva vendor or supplier, except at specific Viiva events that the vendor or supplier may attend.

2.13 Non-Circumvention

Each BP/VIP represents and warrants that by entering into this Contract, the BP/VIP (i) is not and will not violate any other agreement that the BP/VIP has entered into, (ii) has not entered into any agreement that may invoke a non-competition or non-solicitation restriction by any employer or direct selling company that will restrict or prevent the BP/VIP from performing the BP/VIP's duties hereunder and (iii) has no existing contractual or fiduciary duties that prevent the BP/VIP from receiving the benefits of and performing the duties of this Contract.

Section 3: Sponsoring (Enrolling)

3.1 Sponsoring (Enrolling)

Sponsoring (Enrolling) is an important part of being a BP/VIP and being a Sponsor (Enroller) brings many benefits and responsibilities. A BP/VIP may act as the Sponsor (Enroller) for an applicant so long as the BP/VIP is an Active BP/VIP and otherwise in good standing with Viiva. If more than one BP/VIP claims to be the Sponsor (Enroller) of the same applicant, then Viiva may resolve such dispute in its sole discretion. A Sponsor (Enroller) must clearly state in all presentations to prospective BP/VIPs that no product purchase is required to become a BP/VIP and that there is no compensation paid to any BP/VIP solely for sponsoring (enrolling) new BP/VIPs.

3.2 Sponsor (Enroller) Duties

Duties of a Sponsor (Enroller) include: offering support, information and assistance as well as bona fide supervisory, marketing, selling and training support; assisting Downline BP/VIPs to understand and comply with the most current Contract; and resolving any disputes arising between persons related to his or her organization, including any customers and any Downline BP/VIPs. It is the Sponsor's responsibility to provide any prospective BP/VIPs an opportunity to fully review the Contract before such prospective BP/VIPs complete and sign the BP/VIP Agreement

A BP/VIP may not attempt to persuade other BP/VIPs to change Sponsors (Enrollers) or their position within a particular Downline. This is known as "Downline Raiding," and a BP/VIP who engages in Downline Raiding will be subject to disciplinary action by Viiva, including the possible termination of the BP/VIP's Business.

3.3 Sponsor (Enroller)/Placement Corrections and Change

One Placement change or Sponsor correction may be requested within a period of Five (5) days from the date of enrollment. This policy is used solely to correct mistakes made at enrollment and is not used when the BP/VIP wants a different Sponsor for other reasons. Corrections may be requested by amending the BP/VIP Agreement with the new Sponsor (Enroller)/ or Placement

Change along with letter of explanation for the request. There will be no fee for the first correction requested within the initial Five (5) day period.

Viiva discourages Sponsor and Placement changes. However, after the initial five (5) day term, requests for a Placement change or a change of Sponsorship may be granted by Viiva in its sole discretion, with additional conditions and restrictions as may be required by Viiva.

Sponsor changes will not be made outside of the Sponsor's upline or enrollment tree organization. Such changes require written permission from the Sponsor and the first 3 upline Distributors that are Active. All requests shall be submitted to the Compliance Department.

In the event a Sponsorship or Placement request change is approved, the Distributor shall pay a change service fee (see 10.9 for detail).

3.4 Succession

Upon death, a BP/VIP Business may pass to successors in interest as provided by law and upon Viiva receiving a signed BP/VIP Agreement from the successor along with certified copies of the death certificate and will, trust or other legal instrument demonstrating the successor's rights and interest. After acceptance by Viiva, a successor shall be entitled to all the rights and be subject to the duties and obligations of the Contract.

3.5 International Sponsoring (Enrolling)

Viiva allows BP/VIPs the unique opportunity to Sponsor (Enroll) other BP/VIPs in approved foreign countries that are officially "Opened" by Viiva. A country is Opened when Viiva publishes notice of such opening in an official Viiva publication or on Viiva's internet website from the Viiva corporate headquarters in the United States. Viiva may provide pre-launch marketing materials or applications for certain countries to assess the interest and commercial viability of such market, however, such activity shall not constitute the opening of a country. No unauthorized pre-marketing activity is allowed in any country that Viiva has not yet formally opened. Any violation of this rule may be grounds for termination of the BP/VIP's Business. In addition, the violator shall compensate Viiva for any loss suffered, including, but not limited to, loss of profit, loss of good will, damages and reasonable attorney's fees.

3.6 International Sponsor (Enroll) Requirements

To participate in Viiva as an International Sponsor, a BP/VIP must (i) be an Active BP/VIP in good standing in his or her country of residence and (ii) have read and understood all aspects of the foreign country's laws, regulations, policies and procedures and agree to and abide by such together with the Viiva compensation plan in and for the foreign country. Violation of this Section may lead, not only to Viiva disciplinary action but also, to governmental regulatory action which may include severe fines, confiscation of property, closure of business operations or even imprisonment.

3.7 Sponsor (Enroll) Restrictions

BP/VIPs must not engage in blind prospecting or soliciting in foreign countries without prior written approval from Viiva. Many countries have strict privacy laws that forbid blind solicitations. Also, many foreign laws forbid advertising for leads. BP/VIPs are responsible to comply with all domains and foreign laws applicable to their respective BP/VIP businesses.

3.8 Import/Export

A BP/VIP may not import any Viiva product into a market in which that product is not approved. A BP/VIP may not send any unauthorized Viiva product to another country. Any customers or BP/VIPs residing in a foreign country must purchase their products directly from the Viiva corporate offices in their home country or through the Viiva corporate offices in the United States on a Not-For-Resale basis. Viiva may restrict, in its sole discretion, the quantity of Viiva product ordered by any one BP/VIP or directed to be shipped to any particular location.

3.9 Promotional Activities and Literature

A BP/VIP may not use Viiva literature or create and use promotional literature approved for use in one country in any other foreign country. Promotional statements from one country's literature may not be appropriate or legal for another country. A BP/VIP may not seek or participate in media coverage (in any country or territory) of any kind without the prior written approval from Viiva.

3.10 Foreign Sales

A BP/VIP does not have the right to retail Viiva product in a foreign country. That right is reserved for individuals who are BP/VIPs residing in the country and only in countries and for products approved for retail sales. To avoid, among other things, adverse tax consequences, restitution requirements and violations of foreign law, a BP/VIP must refer Retail Customer product orders to his or her Downline BP/VIPs living in the foreign country.

3.11 International Sponsor Commissions

International Sponsors receive Commission payments for the CV generated by their Downline in the foreign country pursuant to that foreign country's Viiva Compensation Plan. Qualification levels and Commission payments may differ in each foreign country and BP/VIPs should familiarize themselves with the foreign country's specific Viiva Compensation Plan. Whenever possible, earnings are paid from the BP/VIP's home country Viiva office in the BP/VIP's Home Country currency. There may be specific income-tax withholding requirements in a foreign country. When required, withholdings will be deducted from the BP/VIP's foreign country earnings.

Section 4: Purchasing Viiva Product

4.1 Product Ordering and Payment Guidelines

A BP/VIP may order Viiva product by placing an order with Viiva and making proper payment. Funds must be available at the time the order is placed. Orders may be held until the availability

of funds is verified. It is Viiva's intention that CV attributed to any order will be credited to the Commission Cycle in which the product payment is received.

- a. Viiva attempts to ship orders within two (2) business days after receipt of the order and upon the clearing of verified funds. If Viiva is temporarily out of stock on the ordered merchandise, a BP/VIP should receive a backorder notice on that product.
- b. Upon receipt of an order, BP/VIPs should immediately, but in no case more than 48 hours from receipt inspect the order to determine whether it is complete and in an undamaged condition. If an order is incomplete, the BP/VIP should immediately call Viiva BP/VIP Support. If an order is damaged upon receipt, the BP/VIP should contact the Viiva BP/VIP Support Department so that it can file a claim with the carrier for goods damaged in transit.
- c. Before assuming a shipment is lost or missing, a BP/VIP should wait at least fifteen (15) working days from the placing of a mail order and ten (10) working days from the placing of a telephone or Internet order. If a shipment is lost or missing, the BP/VIP should then notify Viiva's BP/VIP Support Department. Lost shipments, if later found and/or delivered, must be reported to Viiva BP/VIP Support within seven (7) days of delivery.
- d. A BP/VIP that signs a delivery release with a common carrier authorizing the carrier to deliver an order without a signature agrees to release Viiva from responsibility for such delivery. A BP/VIP agrees that Viiva reserves the right to assess a handling fee of twenty dollars (\$25) for each credit card charge-back.
- e. Prepaid orders received before close of business at Viiva on the last working day of the week are included in that week's Commission Cycle.
- f. Viiva may, at its sole and absolute discretion, reject an order for any or no reason, including if Viiva experiences production difficulties, change of production, failure by its suppliers to deliver or unexpected high demand or unforeseeable events such as force majeure events, terror attacks or Acts of God.
- g. In the event that a BP/VIP's credit/debit card on file is declined during the payment process, the BP/VIP agrees to allow Viiva to charge a secondary credit/debit card on file, if one exists.

4.2 Customers

A BP/VIP may purchase Viiva product for resale to Customers in addition to purchasing for personal consumption in all open markets. BP/VIPs may sell Viiva product to Customers at a price of their choosing, however a BP/VIP may not advertise on the Internet, in flyers or any other advertising medium any price lower than the Suggested Retail Price of any Viiva product.

4.3 The 70% Rule

In order to provide each BP/VIP an opportunity to purchase the high demand Viiva product and to avoid any excessive storage or stocking of Viiva product, Viiva and its BP/VIPs subscribe to the 70% Rule (the "70% Rule"), which requires that a BP/VIP consume or sell at least 70% of its previous Viiva product purchases prior to any further Viiva product purchase. If the BP/VIP is unable to show compliance with the 70% Rule; or if orders are made to monopolize Viiva product or manipulate the Compensation Plan, Viiva may suspend a BP/VIP's ordering privileges and the BP/VIP's Business. In order to avoid inventory loading and provide available product for

all BP/VIPs and Customers desiring product, any order of Viiva product may not exceed \$1,500, unless such order is approved in advance by Viiva.

4.4 Compensation Plan Participation

A BP/VIP and those in the BP/VIP's Downline may not order Viiva product for the sole purpose of participating in the Viiva Compensation Plan or to "qualify" or entitle themselves or others to earn Commission payments. By placing any product order, the BP/VIP certifies that the BP/VIP has complied with the 70% Rule with respect to the current and all previous orders.

4.5 Product Care

All Viiva products should be stored in a cool, dry and hygienically safe area or as otherwise directed by the label. As a general rule, the product should be kept at least four inches (4") above the floor. Viiva is not responsible for product that is damaged due to improper storage.

4.6 Order Fulfillment

Orders submitted without payment in full may not be filled until payment in full is received. If payment for an order is insufficient, Viiva reserves the right, in its sole and absolute discretion, to withhold items from the order. Any liability arising out of the un-fulfillment or partial fulfillment of an incomplete order lies with the BP/VIP that placed the order. Payment must accompany all orders. Depending on the specific country, payment for orders should be by credit card. Viiva will not accept COD (cash on delivery) orders. Viiva is not responsible for orders that are delayed in transit or for orders that do not arrive at the appropriate Viiva office complete with a valid form of payment. Mail orders must be received by Viiva on or before 4:00 P.M. Mountain Time and on or before the last business day of the week with proper payment, to be included with that week's CV.

4.7 Telephonic and Electronic Orders

Viiva product orders may be placed by telephone, Internet website or other electronic means. The funds for any purchase must be approved prior to a sale. If Viiva is informed that a BP/VIP's credit card is declined or not approved, the product order will be deleted unless the BP/VIP has an alternate payment method. A BP/VIP assumes full responsibility for any and all consequences that may result when Viiva receives notice that the credit card transaction is declined or not approved, including failing to Qualify in the Compensation Plan. A BP/VIP that initiates credit card charge-backs may be deemed to have "Disputed Balances." The BP/VIP receiving credit for the order in question will have Commissions suspended and applied toward the Disputed Balance until the dispute is resolved to the satisfaction of Viiva. Orders internet or other electronic means must be received by Viiva on or before Midnight, Mountain Time on Saturday, each with proper payment, to be counted in that week's Commission Cycle. BP/VIPs are responsible for any errors created using online order processing such as using an old or incorrect item number.

4.8 Monthly Subscription

Any changes to Monthly Subscription must be made two (2) business days before the scheduled ship date. A Monthly Subscription order may be cancelled at the discretion of Viiva.

4.9 PV Transfers

The transfer of Personal Volume (“PV”) from one BP/VIP to another is not permitted, unless approved in advance by Viiva in its sole discretion.

4.10 Neutral Lead Distribution

Any Customer or potential BP/VIP leads that come to Viiva may be referred to BP/VIPs. Viiva reserves the right to refer any unclaimed leads to any BP/VIP, based upon Rank and/or geographic location. The distribution of neutral leads is made in the sole discretion of Viiva.

4.11 Ordering Restrictions

BP/VIPs may not submit orders in the name of another BP/VIP. Only orders made on behalf of the BP/VIP’s own BP/VIP Business will be honored by Viiva. A BP/VIP may not use Viiva’s Internet website or other electronic means to place orders for the BP/VIP’s account using another BP/VIP’s credit card. If the use of another BP/VIP’s credit card is needed, both BP/VIPs must call Viiva BP/VIP Support and speak with a BP/VIP Support Agent. The credit card owner must be on the line to give approval for the transaction. It is Viiva policy that products should be purchased in reasonable amounts in the ordinary course of business for either actual personal use or the sale to Customers.

4.12 Taxes

Viiva product may be subject to taxes in some jurisdictions. If Viiva collects and remits tax in any jurisdiction, Viiva may advise BP/VIPs that such taxes are required to be collected on their behalf. The collection and remission of taxes by Viiva does not relieve BP/VIPs of their responsibility and duty to comply with any and all tax regulations appropriate to BP/VIPs.

Due to the fact that all BP/VIPs are Independent Contractors, Viiva does not withhold any taxes from earnings provided a BP/VIP provides a valid Social Security or Tax Identification Number except for withholdings required by the local tax authority. As required by the Internal Revenue Service or local government, Viiva will issue a Form 1099 or equivalent at the end of each calendar year, which reports all of the earnings paid to a BP/VIP by Viiva. Consequently, a BP/VIP is required to provide all necessary information to Viiva that is required to complete the 1099 or equivalent form. BP/VIPs residing outside the United States or any BP/VIP without a valid Social Security or Tax Identification Number may be required to satisfy US tax law with Viiva being required to withhold taxes on Commissions to comply with US law. If a BP/VIP wishes to be sales tax exempt, Viiva must receive a copy of the Tax Identification Number and sales tax-exempt documentation, and Viiva must approve of such status in its sole and absolute discretion.

4.13 Excuse for Non-Performance

Viiva shall not be responsible for delays and failures in performance where performance is made commercially impracticable due to circumstances beyond Viiva’s reasonable control. This includes, but is not limited to, strikes, labor difficulties, riot, war, natural disaster, death and curtailment of Viiva’s usual source or supply or any governmental decrees or orders.

Section 5: Marketing and Promotion of Viiva Products and Opportunity

5.1 General Advertising

BP/VIPs must promote Viiva products and the Viiva business opportunity in compliance with the Contract and with any other guidelines or other instructions issued by Viiva. For any advertising such as the Internet, television, radio, flyers or pamphlets etc., a BP/VIP shall not advertise any price for any Viiva product or service lower than the Suggested Retail Price regardless of volume discounts or any other promotions. Further, a BP/VIP may not advertise free shipping, free enrollments or sign-ups or other such offers that grant advantages beyond those available through Viiva. A BP/VIP may not utilize electronic media advertising of Viiva product or the Viiva business opportunity on television, radio or on any Internet site without prior written approval from Viiva.

5.2 Promotional Material

Upon the prior written approval of Viiva, a BP/VIP may use Viiva names, logos or trademarks so long as such use is in accordance with the Contract and other Viiva guidelines. All Viiva literature, audiotapes, videotapes, Internet website material and programs are copyrighted by Viiva, are otherwise the intellectual property of Viiva and may only be duplicated by obtaining the prior written consent of Viiva. BP/VIPs may refer to the MyViiva Office website for approved materials and proper branding guidelines.

5.3 Proprietary Names and Intellectual Property Rights

A BP/VIP may not use Viiva's employee names, trademarks, names, domain names, logos, trade dress or trade names or any distinctive phrases used by Viiva to promote the BP/VIP's Business prior to receiving written permission from Viiva. To protect the proprietary rights of Viiva, a BP/VIP may not obtain, through filing for a patent, trademark, Internet domain name or copyright, any right, title or interest in or to the names, domain names, trademarks, logos or trade names of Viiva and its products. A BP/VIP may not use the word Viiva as part of a registered domain name or as part of an email address. As Viiva changes or abandons any of its trade names or marks, a BP/VIP agrees to also change or abandon such trade name or mark. Should a BP/VIP possess or control any Viiva intellectual property rights, the BP/VIP agrees to assign such intellectual property rights without charge or delay to Viiva.

5.4 Product Claims

A BP/VIP may not make any medicinal and/or therapeutic claims for any Viiva product or specifically prescribe Viiva product as suitable for the treatment of any ailment. No representation or sales offers may be made relating to Viiva product that is not accurate or truthful as to grade, quality, performance and availability. Appropriate product information is contained in authorized Viiva literature and is subject to periodic review and revision by Viiva. It is the BP/VIP's responsibility to obtain and use only current literature. All product representations made by a BP/VIP must be the same as those found in current Viiva literature. BP/VIPs are prohibited from diagnosing any medical condition or from prescribing or suggesting any Viiva product as a form of treatment for any disease or condition. If an interested person,

customer or BP/VIP is suffering from a medical condition, it is recommended that they speak with a medical professional prior to making any nutritional or dietary changes in their lives.

5.5 Income and Opportunity Claims

No unreasonable or misleading claims or intentional misrepresentation of earnings or potential income may be made by a BP/VIP. Income guarantees of any kind are prohibited, as is the exhibition of actual or copies of Commission payments or earnings statements. Income representations must be honest and based in fact. In addition, income representations must include the disclaimers that earnings may vary depending on the degree of effort employed, no earnings are guaranteed, and a BP/VIP is not guaranteed to reach a certain compensation level.

5.6 Future Growth Claims

A BP/VIP shall not imply or assert that additional products or services will be added to the products and services currently offered by Viiva or that enhancements to the Viiva Compensation Plan are forthcoming or that specific territories or areas will be open or added to the BP/VIP Business operation unless or until the change or event has been officially announced in writing by Viiva.

5.7 Governmental Claims

A BP/VIP shall not state, suggest or imply that the Viiva Compensation Plan or its products or business opportunities are approved by any state attorney general, government authority or agency or other third party.

5.8 Internet Advertising

A BP/VIP may not advertise on the Internet by purchasing space on instrumentalities such as a search engine, “banner” or commercial website without the express written permission of Viiva. A BP/VIP may not use mass e-mailings (except to those on “opt-in” lists) or e-mail spamming to promote the Viiva opportunity or product.

5.9 Websites

A BP/VIP may use the Internet to promote his or her Viiva Business through the Company’s website programs. Subject to all conditions of this section, a BP/VIP may independently design a website that clearly identifies the website as that of a Viiva Independent BP and uses an approved BP/VIP logo. Such websites and all other websites used by a BP/VIP are subject to review and prior approval by the Viiva Compliance Department. A BP/VIP’s website may contain certain personal and opportunity testimonials as well as motivational information provided that:

- a. The material reflects the honest and balanced expression of the true experience of the provider of the testimonial or motivational information.
- b. The material does not represent that all or most people will have the same experience.
- c. The material is accompanied by a disclaimer acceptable to Viiva.
- d. Product testimonials shall not be displayed on a BP/VIP’s website without approval by the Viiva Compliance Department.

- e. There are no claims that products or programs are for sale in any country other than the country in which the products or programs have been approved by Viiva.
- f. The website may contain information from the Viiva corporate website and may have hyperlinks to the Viiva corporate website homepage or to the BP/VIP's Viiva replicated website.
- g. It is the BP/VIP's responsibility to obtain and use only current information on his or her website.
- h. An independent website may not use the corporate logos or images, compensation plan, or downloadable documents of Viiva or sell Viiva products or the Viiva business opportunity, until after submitting their request and website material to Viiva for review and approval. BP/VIP's must receive written approval from Viiva and pay the required license fee of \$5,000 in order to activate their independent website or sell any product through their site.
- i. A BP/VIP's website shall not infringe on any third-party trademarks or copyrights. The BP/VIP agrees to indemnify and hold Viiva, its affiliates and subsidiary organizations and their directors, officers, employees and agents harmless against any action or claim for infringement on a third party's intellectual property rights arising from the website.
- j. The website shall not contain any information or hyperlinks to websites of competitors or competitors' products.

5.10 Domain Names

A BP/VIP may not register or use any Viiva name(s), trademark(s), logo(s), product name(s) or any derivatives or confusingly similar variations of its marks, in any URL address or Domain name. Should a BP/VIP possess or control any Viiva intellectual property rights, the BP/VIP agrees to assign such intellectual property rights without charge or delay to Viiva.

5.11 Blogs, Chat Rooms, Social Networks, Online Auctions, Online Forums and other Online Medium.

A BP/VIP may use online blogs, chat rooms, social networks, video websites or other similar online medium, excluding online auction forums, to market, advertise, promote or discuss Viiva's products, services or opportunity; however product sales must be directed to the Viiva website or other tools and apps that allow Viiva to process the sales transaction in its entirety. A BP/VIP's use of such online medium are subject to the BP/VIP Website rules as set forth in Section 7.9. A BP/VIP participating on such sites must identify himself or herself as an Independent BP and may use the appropriate BP/VIP logo. A BP/VIP's user name may include the term "Viiva," however it may not solely consist of the word "Viiva" or give the impression it is the representative of a Viiva corporate office. Online auction forums may not be used to market, advertise, promote, discuss or sell Viiva's products, services or opportunity.

5.12 Sale or Promotion of Non-Viiva Product, Opportunities or Materials

A BP/VIP shall not sell, promote or advertise non-Viiva product, opportunities, services or materials that are competitive with Viiva product, opportunities, services or materials on the Internet or with Viiva Products at Viiva functions or to BP/VIPs or Customers. A Viiva function is a convention, meeting, seminar or similar event prepared by a BP/VIP or Viiva for BP/VIPs,

prospective BP/VIPs or Customers or employees of Viiva. Sales, promotions or advertisements in violation of this provision may constitute unfair competition against Viiva and a breach of the Contract.

5.13 Company Recordings

A BP/VIP may not, without the prior written approval of Viiva, produce for sale, in personal or business use, any audio, video or other recording of Viiva sponsored events, speeches or meetings. Neither may a BP/VIP produce or make available to others any company recordings without the express written permission of Viiva.

5.14 Media Inquiries

In order to ensure accuracy and consistency of information, a BP/VIP who receives any inquiry from the press or other media regarding any aspect of Viiva, its products or the Viiva business opportunity should refer such inquiry to the Viiva Director of Communications at 1.888.789.8977. BP/VIPs shall not make oral or written public statements concerning Viiva or its products without prior written approval of Viiva.

5.15 Organizations, Meetings, General Fees and Training Fees

Unless specifically approved in advance in writing by Viiva, a BP/VIP may not charge a fee for any newsletters, services, training seminars, websites or web templates or materials about Viiva, its business opportunity, its products or marketing materials, services or training on Viiva product or marketing materials. A BP/VIP may not charge other BP/VIPs a fee for participation in any other program or organization. A BP/VIP may not offer to pay or actually pay other BP/VIPs compensation (i.e., commissions or personal rebates) for purchases of non-Viiva product, opportunities or other materials. A BP/VIP cannot advertise free sign-ups, free shipping or discounted product or rebates that reduce the product price below the Suggested Retail Price. A BP/VIP may not preclude or stop any other BP/VIP from attending Viiva-sponsored events.

5.16 Telephone Book Listing

Telephone book advertising is allowed for BP/VIPs that have achieved the rank of Manager or higher. All listings for telephone publications should read as follows: "Viiva Independent BP" or "Viiva BP/VIP," followed by the BP/VIP's name, address and telephone number. A BP/VIP may not display advertisements in a telephone directory that use the Viiva name(s), logo(s), image(s) or product name(s), without the prior approval of Viiva. A BP/VIP listing a toll-free telephone number may not use any Viiva name(s), logo(s) or product name(s) for such listing. A BP/VIP agrees to not use 900 numbers, surcharge numbers or other similar toll numbers for the purpose of marketing either the Viiva business opportunity or Viiva product. A BP/VIP may not answer the telephone in any manner that would give callers a reason to believe that they have reached the corporate headquarters or any other Viiva company offices. Specifically, a BP/VIP shall NOT answer the telephone by saying "Viiva" but shall answer indicating his or her status as an Independent BP of Viiva. Answering machines and voice mail must also comply with this policy. A BP/VIP agrees to not use any automatic outbound calling device for promoting or soliciting the sale of the Viiva product or opportunity.

5.17 Repackaging

A BP/VIP agrees to not alter, repackage, distribute unauthorized samples of, re-label or otherwise change any Viiva product or sell any such product under any name or label other than that authorized by Viiva.

5.18 Retail Store Sales

Viiva strongly encourages the retailing and selling of its products and services through person to person contact. However, Viiva recognizes that some BP/VIPs may find that selling products from small retail outlet stores may be beneficial. Therefore, BP/VIPs may sell Viiva products in a small, individually owned retail outlet store where the store is owned or managed by the BP/VIP, the store(s) do(es) not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership or management. BP/VIPs must obtain written authorization from Viiva prior to selling any Viiva products in a retail store, and Viiva retains the discretion to restrict its products from being sold in any retail location which it does not deem acceptable. Viiva product, banners or literature may not be displayed publicly (as in store windows, etc.), but only in a manner visible to customers once inside the store. Any exceptions to this Retail Store Sales rule must be submitted in writing to support@viiva.com prior to displaying, selling or distributing within a store that falls outside of the above guidelines.

5.19 Service Establishment Displays

A BP/VIP who owns or is employed by a Service-Related Establishment may provide Viiva product and services to Viiva Customers through the service establishment so long as the BP/VIP provides proper support to the Customers. A BP/VIP who wishes to display products in a Service-Related Establishment must receive prior written permission from the Viiva Compliance Department. A “Service-Related Establishment” is one that receives revenue primarily by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists, chiropractors, and other health professionals, health clubs, gymnasiums, barber shops, beauty shops, nail boutiques, counseling services, tanning centers, and other such businesses where the customer’s use of the establishment is generally controlled by membership or appointment. In such establishments, Viiva product or banners may not be displayed in the general lobby or outside the office or building where such products or materials are visible to the general public.

5.20 Trade Shows, Expositions, Fairs and Other Sales Forums

A BP/VIP may display and/or sell Viiva product at trade shows and professional expositions but may not display competing products or products from any other direct-selling company with Viiva product. BP/VIPs must contact the Viiva Compliance Department in writing for conditional, prior approval as there may be only one Viiva BP/VIP Business per event. A BP/VIP agrees to not display or advertise Viiva product at swap meets, flea markets, garage sales or any other similar events.

5.21 Alcohol Use

Viiva is committed to creating and maintaining an environment that is free of alcohol abuse. In addition, Viiva is committed to providing an environment that supports individual freedom while promoting individual responsibility, health and safety, and community welfare. Viiva expects that

those who wish to include alcohol as part of their activities or Viiva independent meetings will do so responsibly and lawfully. Responsible drinking includes making sound judgments about whether, when, and how much to drink, understanding the health issues related to the consumption of alcohol, and avoiding excessive or "binge" drinking or any other abuse of alcohol that negatively affects one's work, social, or personal activities, and health.

Section 6: Product Guarantee, Returns and Inventory Repurchase

6.1 Customer Product Satisfaction Guarantee

Upon the sale of any product, a BP must notify each Customer about the Viiva Customer Product Satisfaction Guarantee (the "Guarantee") and must provide the Customer with an official Viiva sales receipt, which contains the following notice on each sales receipt:

Customer Product Satisfaction Guarantee

The Viiva BP/VIP selling you the product(s) listed on this sales receipt extends to you as a Customer a personal 100% money-back Customer Product Satisfaction Guarantee. If, for any reason during the next thirty (30) days, you are dissatisfied with your Viiva product purchase, the Viiva BP/VIP making this sale to you will, upon your written request, issue to you a one-time exchange or a full purchase-price refund. To receive this refund, you must provide the BP/VIP with a signed letter stating your reason for dissatisfaction and return all unused portions of the product, as well as the container. Thereafter you must provide a statement that you have received a full refund. A repurchase of a Viiva product will establish your satisfaction with previous purchases of that product. This Guarantee applies to Customers only and is not extended to Viiva BP/VIPs. Except as provided above, the product(s) listed on this sales receipt is sold without warranty of any kind, including the implied warranties of merchantability and fitness for a particular purpose. In no event will Viiva or the BP/VIP selling you this product be liable for any direct, indirect, consequential or incidental damages arising out of the use of or inability to use Viiva product(s), even where Viiva has been advised of the possibility of such damages. Some jurisdictions may restrict or not allow the limitation of liability for consequential or incidental damages, so the above limitation may be limited. If you do not receive a complete refund within thirty (30) days of your written request, please contact the Viiva Compliance Department by e-mail to support@viiva.com.

6.2 Product Returns by Retail Customers

A Retail Customer who makes a purchase of \$25.00 or more has three (3) business days after the sale to cancel the order and receive a full purchase price refund consistent with the cancellation notice on the sales receipt. When a BP/VIP makes a sale or takes an order from a Retail Customer that cancels or requests a refund within the three (3) day period, the BP/VIP must promptly refund the customer's money. A Retail Customer may also return product to his or her BP/VIP in accordance with the Customer Product Satisfaction Guarantee in Section 9.1. Upon

receipt of the returned product and refund to the customer, the BP/VIP may contact Viiva BP/VIP Support to obtain a Return Merchandise Authorization number and follow the return procedures in Section 6.4. BP/VIPs returning product to Viiva from a customer must include the sales receipt the BP/VIP gave to the customer at the time of the sale. Subject to the foregoing, Viiva will issue a replacement or exchange for properly returned product, but no monetary refund will be issued.

6.3 Product Returns by BP/VIP

- Initial Order: Viiva offers BP/VIP that order directly from Viiva, a 100%, 30-day money back guarantee of their initial product order. If for any reason a BP/VIP is dissatisfied with any Viiva product, then he or she may return that product to Viiva within thirty (30) days for replacement, exchange or full refund of the purchase price, less any shipping and handling charges and/or any services, enrollment fees and sales tools included in the initial order. Viiva will adjust any BP/VIP and Upline BP/VIP commissions and bonuses earned from any sales when the BP/VIP returns product for a refund. If returned product changes the qualification status of a BP/VIP, any over-paid Commissions shall be returned to Viiva.
- Subsequent Orders: A BP/VIP may return resalable product from his or her last two orders that is unopened, undamaged and with at least six (6) months remaining before its expiration date for a product exchange or refund. Discontinued product may not be exchanged or returned for a refund. Viiva charges a 25% restocking and processing fee on any product that is returned. Monetary refunds are only provided to terminating BP/VIPs who return resalable, unopened, undamaged and usable products. Viiva will adjust BP/VIP commissions and bonuses earned from any sales when the BP/VIP returns product for a refund. If returned product changes the qualification status of a BP/VIP, any over-paid Commissions shall be returned to Viiva.
- Product Buy-Back. After the initial order and pursuant to the 70% Rule, a BP/VIP who voluntarily terminates may return product to Viiva that was purchased within the past 365 days for a refund of 75% of the purchase price (less shipping and handling). Product must be in resalable condition, unless otherwise required by law. Viiva will adjust any BP/VIP and Upline BP/VIP commissions and bonuses earned from any sales on returned product. If returned product changes the qualification status of a BP/VIP, any over-paid Commissions shall be returned to Viiva.

6.4 Procedures for Returns

To receive a refund, exchange or replacement on product purchased, a BP/VIP must do and agrees to the following:

- a. Obtain a Return Merchandise Authorization (“RMA”) number from BP/VIP Support by calling 801.770.4171
- b. Return the unused portion of the product to Viiva with the RMA number printed boldly on the outside of the shipping box, near the return address.
- c. Shipping costs for returned packages and related correspondence must be pre-paid by the BP/VIP or Customer. The BP/VIP or Customer is responsible for any damage or loss in

the shipping process. Goods damaged in transit and therefore not marketable will be destroyed.

- d. After the returned product is received by Viiva with all appropriate information and documentation, the BP/VIP or Customer will be sent the exchange or replacement or will be refunded as the case may be. Refunds are issued to the original method of payment for the product.
- e. All products deemed resalable and returnable will be refunded at 75% of the purchase price. Viiva reserves the right at its sole discretion to determine if returned product is deemed resalable.
- f. RMA numbers are valid for thirty (30) days from the date of issue.
- g. Sales tools and promotional items are non-refundable.

Section 7: BP Compensation

7.1 BP Compensation

A BP is compensated pursuant to the Viiva Compensation Plan. A BP is wholly responsible for meeting the qualifications for Commissions under the Compensation Plan, and under any other program qualification requirements. Viiva has no obligation to guarantee or assure that a BP meets any qualification requirement of the Compensation Plan.

7.2 Earnings Guarantees

A BP/VIP is neither guaranteed a specific income nor assured any level of profit or success. A BP/VIP's Commissions, income, profit and success can come only through the successful sale, use and consumption of Viiva product, all as set forth in the Compensation Plan.

7.3 Minimum Commission Cycle Amount

Generally, Viiva will not generate a Commission payment for any Commission amount less than twenty-five US dollars (\$25.00). When a BP is eligible for a Commission payment of less than \$25.00, this amount will be credited to the BP's Viiva account and a Commission payment will be issued once the accumulated balance is twenty-five dollars or more.

7.4 Service and Processing Fees

Due to currency exchange requirements, computer processing costs and other BP/VIP services, a Commission Cycle processing fee may be charged for each country or territory in which the BP/VIP earns commissions. If a BP/VIP is not issued a payment in the Compensation Plan for a Commission Cycle, the BP/VIP will not be charged the processing fee(s) for that Commission Cycle. The service fee is \$3.00 for each payout.

7.5 Payment of Commissions

Viiva may pay Commissions by a pay card or any other payment method determined by Viiva in its sole and absolute discretion. A BP/VIP will be responsible to complete any applicable paperwork for a payment type and for any processing fees or charges incurred due to the payment method. Commission payments will be deposited weekly on or before the Friday

following the Commission Cycle in which the Commission was earned. Commissions issued to joint applicants in a BP/VIP Business will be issued in the name of the first applicant listed on the BP/VIP Agreement. Without prejudice to Viiva's right of termination, the payment of a BP/VIP's Commission may be suspended if the BP/VIP is in breach of any term or condition of the Contract.

7.6 Debiting of Commission Earnings

A BP/VIP agrees that Viiva may offset, debit or otherwise place a hold on a BP/VIP's Commission earnings for any amount the BP/VIP owes Viiva including the overpayment of Commissions, credit card charge-backs and government-imposed obligations.

7.7 Unclaimed Compensation or Credit Balance

When a Viiva Commission payment has been issued to a BP/VIP's pay card, but later returned to Viiva because a BP/VIP pay card has not been properly created or for some other reason beyond Viiva's control, the Commission payment amount shall be credited to the BP/VIP's Viiva account 120 days after its date of issue, unless otherwise required by applicable law. Thereafter, the credit will be subject to a monthly maintenance fee (\$25.00) permitted by law, on amount value, to compensate Viiva in part for the continued search and investigation for the correct location of the BP/VIP owed the Commission payment and otherwise holding such funds, unless otherwise required by applicable law.

7.8 Foreign Market Instability

The ability to make payments to BP/VIPs residing in the United States as a result of the sale of Viiva product in countries outside the United States is dependent upon, among other things, the receipt by Viiva of U.S. dollars in connection with such sales. Consequently, Viiva may restrict, delay or modify payments to Upline BP/VIPs during such time as conditions in a foreign country limit or restrict the conversion or repatriation of money to Viiva.

7.9 Service Fees

Service fees are charged for any Sponsor (Enroller) changes and possible sales or transfers. In addition, should a BP/VIP or any third party legally request or require extraordinary services that warrant additional time and expense to research and resolve, Viiva charges a fee of one hundred dollars (\$100.00) per hour plus costs, with a minimum of one hour assessed for each such case.

Section 8: Resignation and Termination

8.1 Voluntary Resignation

Subject to the terms and conditions hereof, including but not limited to the survival provisions contained in section 11.5 hereof, a BP/VIP may, at any time, voluntarily resign as a BP/VIP. A BP/VIP, that resigns, loses all rights and all beneficial interests in the resigned BP/VIP Business and to any Downline BP/VIPs. A BP/VIP who voluntarily resigns or becomes inactive may not reapply for a new BP/VIP Business or apply to hold a beneficial interest in an existing BP/VIP Business until three (3) months after Viiva has finalized the termination. During this three (3) month moratorium period, a BP/VIP may not earn any commissions and/or have orders with PV

placed on their business account or any other Viiva business account. In the event that a BP/VIP does earn any commissions or places an order with PV on their account or any other Viiva business account, the three (3) month moratorium period will reset based on the date of the occurrence(s). A BP/VIP may resign voluntarily by submitting to Viiva a resignation letter signed by all BP/VIPs in the BP/VIP Business and listing the BP/VIP name(s) and ID Number(s). In addition, such BP/VIP shall return or destroy all Viiva Lists in the BP/VIP's possession or control. A BP/VIP is not entitled to any renewal or sign-up fee refund upon his or her resignation.

8.2 Disciplinary Termination

A BP/VIP may be terminated by Viiva for "Cause." A BP/VIP agrees that Viiva has the right to take quick and decisive action in limiting or terminating a BP/VIP that is found in violation of the Contract or any federal or state laws, statutes, and/or regulations that pertain to the BP/VIP Business. Viiva also reserves the right to pursue legal recourse for any such violations, as well as reimbursement from the BP/VIP for any expenses arising from the violation, including court costs and attorney's fees. A BP/VIP is not entitled to any renewal or sign up fee refund upon termination. For purposes of this Section 8.2 and Section 8.3 and elsewhere in the Policies & Procedures, "Cause" shall mean the occurrence of any of the following:

- (i) any BP/VIP that is an individual that has been convicted of, or entered a pleading of guilty or *nolo contendere* to any criminal offense, excluding an offense under road traffic legislation for which a fine or non-custodial penalty is imposed;
- (ii) any BP/VIP that has committed any act of moral turpitude which may reflect unfavorably upon the business reputation or otherwise damage the goodwill of Viiva;
- (iii) any BP/VIP has through willful misconduct or gross negligence engaged in an act or course of conduct that causes material injury to Viiva;
- (iv) any BP/VIP that is in breach of the Contract;
- (v) any BP/VIP that has knowingly or recklessly engaged in any act or course of conduct reasonably likely to subject Viiva or any affiliate or BP/VIP of Viiva to any material fine, penalty or sanction by any governmental authority; or
- (vi) any BP/VIP that has engaged in any act or course of conduct that would result in the revocation, or jeopardize the renewal of, any licenses, permits, consents, authorizations, or approvals necessary for Viiva to conduct its business or that would have a material adverse effect on Viiva.

8.3 Disciplinary Process

Failure to abide by the Contract may lead to appropriate disciplinary action. In addition, Viiva may terminate a BP/VIP immediately for "Cause." After a disciplinary action is complete, Viiva may publicly announce details of such disciplinary action. Policy violations that do not lead to immediate termination may be dealt with as detailed below. The disciplinary process may involve none of the following actions, one of the following actions, or all of the following actions:

- a. Informal warning. The BP/VIP may be notified verbally or in writing that the BP/VIP is in violation of the Contract.

- b. Formal warning. A formal written warning may be sent to the offending BP/VIP explaining the violation, required corrective action and stating that failure to remedy the stated violation may result in further disciplinary action.
- c. Probation. A BP/VIP may be placed on probation for violating the Contract. The length and conditions of the probation may vary, depending upon the circumstances, but may include the denial of access to Downline organizations, Lists, the MyViiva Office, any Viiva Websites or other restrictions. A BP/VIP placed on probation may appeal the probation using the same procedures for appealing a suspension.
- d. Suspension. Suspension is the temporary withdrawal of a BP/VIP's license to act as a BP/VIP. A BP/VIP and its BP/VIP Business may be suspended for serious violations or breaches of the Contract, and a suspension may last for a period of days or months, depending on the facts and circumstances of each case. In the event of a suspension, a suspension letter will be sent to the BP/VIP. This notice will list actions that the BP/VIP must take in order for Viiva to revoke the suspension. These actions may include the immediate cessation of all violations; the submission of a written statement to Viiva responding to the suspension; and such other action as may be necessary or requested by Viiva. A BP/VIP that fails to respond to, and comply with, a suspension letter may be terminated. A BP/VIP may appeal a suspension in writing within the time period outlined in the suspension letter. Suspended BP/VIPs are not eligible to receive compensation, earned or otherwise, from Viiva or participate in any Viiva functions or programs. Viiva reserves the right to withhold compensation until the disciplinary process has been completed to Viiva's satisfaction. Because suspended BP/VIPs may not place product orders, they may not Qualify in the Compensation Plan during their term of suspension. Viiva may, at its absolute discretion, qualify a BP/VIP Business during the suspension and retain all the earned Commissions to, among other things, offset BP/VIP-caused damages to Viiva.
- e. Termination. When a decision is made to protect Viiva and other BP/VIPs and/or customers by terminating a BP/VIP for Cause, Viiva will send notification by mail to the terminated BP/VIP at the most recent address on file. Upon receipt of notice from Viiva, the BP/VIP shall immediately cease all BP/VIP activities and return all Lists to Viiva. Notice will be deemed received upon delivery, but no later than ten (10) days after mailing.

8.4 Appeal of Termination

A BP/VIP that has been terminated involuntarily may appeal the termination by submitting a written explanation, including any extenuating or mitigating circumstances. The BP/VIP must submit the written appeal within the time period specified in the termination letter, but at least within fifteen (15) days of receipt of notice of the termination. Viiva will review any timely appeal and notify the BP/VIP of its decision. If the appeal is not received within the specified time period, the termination will be final.

8.5 Termination Results

Whether a BP/VIP or BP/VIP Business is terminated through voluntary resignation or through involuntary termination by Viiva, that BP/VIP's licenses, rights and privileges are revoked and the

BP/VIP is no longer entitled to sell Viiva product, to sponsor other prospective BP/VIPs or represent himself or herself as an independent contractor or BP/VIP of Viiva. In addition, a terminated BP/VIP loses all rights to the existing Downline and is no longer entitled to receive Commissions, awards or any compensation whatsoever, already earned or otherwise, from Viiva, nor is the BP/VIP entitled to any other claim for indemnification with regard to the loss of his or her customer base or any investments made. A BP/VIP also loses any rights to Lists. A terminated BP/VIP must immediately return all existing Lists to Viiva and all other documents and materials made available to him or her. Involuntarily terminated BP/VIP Businesses are the property of Viiva and may remain in the current Viiva Downline position and will be disposed of in a manner that reflects consideration and serves the best interests of Viiva, as well as the interests of the Upline and Downline BP/VIPs of the terminated BP/VIP Business.

8.6 Amendment/Acceptance

Viiva may amend the Contract, or any portion thereof, at any time in its sole discretion and such changes shall be effective and binding thirty (30) days after such is published on the Viiva corporate website or in an official Viiva publication. A BP/VIP that either (i) orders Viiva products subsequent to publication of any new Viiva policy or amendment or (ii) does not cancel its Contract within 30 days of the publication of any new Viiva policy or amendment to the Contract, will be deemed to have accepted such new policy or amendment and will be bound thereby from that date.

8.7 Limitation of Liability

Regardless of the form of claim, whether in tort, contract or other, Viiva and its officers, directors, employees, agents, advisors and affiliates shall not be liable for any consequential, incidental, special or punitive damages, including lost profits, for any claims, misrepresenting, unethical conduct or any other breach of the Contract, by a BP/VIP. Further, each BP/VIP covenants and agrees to indemnify Viiva for any claims and/or losses, including advancing attorneys' fees to Viiva so that Viiva may defend itself with the legal counsel of Viiva's choosing, arising out of any BP/VIP's breach of this Section or any breach by such BP/VIP of any other provision of the Contract.

8.8 Certain Residents Only

The following only applies to BP/VIP who are residents of Georgia, Louisiana, Massachusetts, Wyoming, Montana, and other states that may specifically require the following: A BP/VIP in this multilevel marketing plan has the right to cancel at any time regardless of reason. Cancellation must be submitted in writing to Viiva either by mail or through email.

If the BP/VIP had purchased product for administrative services while this Agreement was in effect, taking into consideration any sales made by or through such BP/VIP prior to the notification to Viiva of the election to cancel, Viiva shall repurchase all Product and marketing material in reasonable, resalable, or reusable condition that was acquired by the BP/VIP from Viiva. Such repurchase shall be at a price of no less than ninety percent (90%) of the original cost minus any freight charges and Commissions paid to that BP/VIP.

The repayment of all administrative fees and services shall be at not less than ninety percent (90%) of the cost to the BP/VIP of such fees and services and shall reflect all administrative services that have not, at the time of resignation, been provided to the BP/VIP. Viiva shall further refund not less than ninety percent (90%) of the cost to the BP/VIP of any other consideration paid by the BP/VIP in order to participate in the program. The BP/VIP will be held responsible for all shipping expenses incurred in returning Products, including sales tools, to Viiva.

8.9 Governing Law and Jurisdiction

This Contract shall be governed by the law of the State of Utah, as that law applies to contracts made and performed wholly within the State of Utah. Viiva and the BP/VIP that enter into this Contract irrevocably consent to the jurisdiction of the federal and state courts located in Utah County, Utah, in connection with any suit, action or proceeding arising out of or relating to the Contract. Further, each BP covenants and agrees not to file any action or proceeding in any court or other venue outside of Utah County, Utah. In the event of dispute, the prevailing party shall be reimbursed attorney's fees and reasonable travel and accommodation costs by the other party.

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