

VITABELL'S POLICIES & PROCEDURES

STATEMENT OF POLICIES AND PROCEDURES

Effective: October 24, 2023

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1.0 INTRODUCTION

1.1 This VITABELL Policy & Procedure has been incorporated into the terms and condition of the Application and Consulting Agreement. This Policy & Procedure, the Application and Consulting Agreement, Privacy Policy, Refunds and Returns Policy, Compensation Plan, constitute the entire agreement (“Agreement”) between VIBELL LLC (hereinafter referred to as “VITABELL” or the “Company”) and the Consultant. The Agreement or any part be amended by the Company in accordance with the provisions herein.

1.2 Policies and Compensation Plan Incorporated into the Consultant Agreement

Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Income Disclaimer Statement, Company Policies and Procedures, the Company Privacy Policy, the Compensation Plan, the Consultant Agreement, and if applicable, the Business Entity Registration Form. It is the responsibility of the Sponsoring Consultant to provide the most current version of these Policies and Procedures (available on the Company website or upon request) and the Company Compensation Plan to each applicant prior to their execution of the Consultant Agreement.

1.3 Purpose of Policies

- A. Company is a direct sales company that markets products and services through a network of business owners. To clearly define the relationship that exists between Consultants and Company and to explicitly set a standard for acceptable business conduct, Company has established these Policies and Procedures.
- B. Company Consultants are required to comply with: (i) all of the terms and conditions set forth in the Consultant Agreement, which Company may amend from time to time in its sole discretion; (ii) all federal, state and/or local laws governing their Company business; and (iii) these Policies and Procedures and all agreements incorporated herein.
- C. Company Consultants must review the information in these Policies and Procedures carefully. Should a Consultant have any questions regarding a policy or rule, the Consultant is encouraged to seek an answer from their Sponsor or any other up line Consultant. If further clarification is needed, the Consultant may contact Company Customer Service.

1.4 Changes, Amendments, or Modifications

- A. Because federal, state, and local laws, as well as the business environment, periodically change, Company reserves the right to amend the Agreement and the prices of Company products/services in its sole and absolute discretion.

Notification of amendments shall appear in Official Company Material. Amended provisions shall not apply retroactively to conduct that occurred prior to the effective date of the amendment(s) except where indicated, and only in the event that the Consultant expressly agrees to the amendment applying retroactively.

NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE, ANY AMENDMENT BY THE COMPANY TO THE DISPUTE RESOLUTION SECTION HEREIN SHALL ONLY TAKE EFFECT UPON A CONSULTANT'S EXPRESS AGREEMENT TO SUCH AMENDMENT. A CONSULTANT MAY INDICATE THEIR AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS ACCOMPANYING THE PROPOSED AMENDMENT THAT WILL APPEAR WHEN LOGGING IN TO THE CORPORATE WEBSITE OR THE CONSULTANT'S PERSONAL WEBSITE. COMPANY MAY TERMINATE THE CONSULTANT AGREEMENT OF ANY CONSULTANT WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION SECTION WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY COMPANY OR THE CONSULTANT ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.

- B. For purposes of this Section and others within these Policies and Procedures, it is imperative for Consultants to keep all contact information up to date for any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
 - I. Posting on the official Company website;
 - II. Electronic mail (e-mail); or
 - III. In writing through the Company newsletters or other Company communication channels.

1.5 Delays

Company shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, (i) flood, fire, earthquake or explosion; (ii) acts of God; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) changes in applicable law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; (ix) shortage of adequate power or transportation facilities; or (x) pandemics.

2.0 BASIC PRINCIPLES

2.1 Becoming A VITABELL Consultant

A. To become a Consultant, an applicant must comply with the following requirements:

- I. Be of the age of majority (not a minor) in their state of residence;
- II. Reside or have a valid address in the United States;
- III. Provide VITABELL with a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number, ITIN, etc.);
- IV. Submit a properly completed and signed Consultant Application and Agreement to Company;
- V. Not be a Company employee, the spouse of a Company employee or related to an employee of Company and living in the same household as such Company employee; and
- VI. Purchase a VITABELL Business Starter Kit.

Any Business Entity doing business under an assumed name (DBA) must also submit a true and complete copy of its certificate of DBA if requested by VITABELL. A Business Entity (i.e. a corporation, limited liability company, or partnership) applying to be a Consultant must also comply with the requirements of Section.

Georgia Residents. Georgia State law requires that a multi-level distribution company shall make certain disclosures regarding the company prior to obtaining participants. Attached as **Exhibit A** to the Policies and Procedures is your official notice that you have the right to request to see these disclosures prior to entering any agreement with a multilevel distribution company.

2.2 Business Starter Kit and Product Purchases

The price of the Business Starter Kit is Ninety-Nine 00/100 Dollars (\$99.00 USD). Besides the purchase of a VITABELL Starter Kit, there is no requirement to purchase any sales or training material to become a VITABELL Consultant.

2.3 New Consultant Registration by Internet

- A. A potential new Consultant may self-enroll on the Company corporate website or a Sponsor's replicated website. In such event, instead of a physically signed

Application & Consultant Agreement, Company will accept the electronic Consultant Agreement by way of web-enrollment and one's "electronic signature." This electronic signature signifies that the new Consultant has accepted the Terms and Conditions of the Application & Consultant Agreement. Please note that such electronic signature constitutes a legally binding agreement between you and the Company.

- B. Company reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested, the signed Application & Consultant Agreement must be received by Company within seven (7) days of such request.
- D. Signed documents whether electronically or in writing, including, but not limited to, the Application & Consultant Agreement and the Business Entity Registration form, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Consultant's business.

2.4 Rights Granted

- A. Company hereby grants to the Consultant a non-exclusive right, based upon the Terms and Conditions contained in the Application & Consultant Agreement and these Policies and Procedures, to:
 - I. Purchase Company products/services;
 - II. Promote and sell Company products/services; and
 - III. Sponsor new Consultants and Customers in the United States and, with previous written consent by Company, in countries where Company may become established after the Effective Date of these Policies and Procedures.

2.5 Identification Numbers

All Consultants are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to the Company either on the Application & Consultant Agreement or at the Company's request. Upon enrollment, the Company will provide a unique Consultant/Company Identification Number to the Consultant by which they will be identified. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.6 Renewals and Expiration of the Consultant Agreement

- A. The term of the Application & Consultant Agreement is one (1) year from the date of enrollment. Unless the Agreement has been terminated as provided herein, the Agreement shall automatically renew for one (1) year terms on each anniversary of the enrollment date.
- B. In order to be eligible for bonuses, commissions, and advancement to higher levels of achievement, the Consultant will be required to maintain a minimum of Personal Volume ("PV") as set out in the Compensation Plan. Additionally, the Consultant agrees and authorizes VITABELL to automatically charge the credit card on file with VITABELL in the amount of Nineteen and 99/100 Dollars (\$19.99 USD) plus taxes each year on the anniversary date to renew the Agreement with VITABELL.
- C. If the Consultant allows their Applicant & Consultant Agreement to expire due to nonpayment, the Consultant will lose any and all rights to their downline organization unless the Consultant re-activates within sixty (60) days following the expiration of the Agreement.
- D. If the former Consultant re-activates within the sixty (60) day time limit, the Consultant will resume the rank and position held immediately prior to the expiration of the Application & Consultant Agreement. However, such Consultant's paid as level will not be restored unless their position and/or an entity qualifies at that payout level in the new month. The Consultant is not eligible to receive commissions for the time period that the Consultant's business was expired.
- E. Any Consultant who was terminated or whose Agreement has expired and lapsed the sixty (60) day grace period is not eligible to re-apply for a Company business for six (6) months following the expiration of the Application & Consultant Agreement.
- F. The downline of the expired Consultant will roll up to the immediate, active up line Sponsor, or as otherwise determined at Company's sole discretion so as to protect the integrity of the genealogy and to avoid any potential manipulation thereof.

2.7 Business Entities and Changes in Consultant Genealogy

- A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be a Company Consultant by way of the Business Entity Registration Form. This Consultant business and position will remain *temporary* until the proper documents are submitted. The Business Entity Registration Form stipulates the specific documents necessary for submission, including but not limited to: Certificate of Incorporation, Articles of Organization, Operating Agreement or appropriate Trust documents. Company must receive these documents within seven (7) days from the date the Application & Consultant Agreement was signed.

- B. A Company Consultant may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another. To effect such, the Business Entity must: (i) be beneficially owned by the converting Consulting immediately following conversion and thereafter; (ii) be incorporated or organized in the United States, the District of Columbia, Puerto Rico, or Guam; (iii) have its principal place of business in the United States, the District of Columbia, Puerto Rico, or Guam; (iv) have a Federal Tax Identification Number; (v) have a valid email address and a valid credit card on file.

- C. **Changes to a Business Entity.** Each Consultant must immediately notify the Company of any changes to the type of business entity they utilize in operating their Company business and the addition or removal of business associates. The Consultant Application & Agreement form must be signed by all of the shareholders, partners, or trustees. All other Beneficial Owner (i.e. a person or entity who ultimately owns or controls an interest in a legal entity) or members of the Business Entity shall jointly and severally liable for, and shall indemnify and hold harmless VITABELL or any indebtedness or other obligation to the Company of such Business Entity.

Comentado [IM1]: This is redundant as it is already stated in Section 2.6c.

The Beneficial Owners of the Business Entity are responsible for the conduct of their employees, contractors, or agents and will be held accountable for any violation of the Consulting Agreement, including without limitation, the failure of their employees, contractors, or agents to adhere to these Policies and Procedures.

- D. **Change of Sponsor.** To protect the integrity of all marketing organizations and safeguard the hard work of all Consultants, the Company rarely allows changes in sponsorship, with the rare exception of direct line changes (meaning placement is not affected). A direct line change request must be made by submitting a completed Sponsor Change Request Form within a seven (7) day period from the date of enrollment, and must come from the current listed sponsor.
- E. **Change of Placement.** A request for change of placement must be submitted within seven (7) days of the date of enrollment and must be requested by the current listed sponsor. A Consultant can only be moved inside of the same sponsor's organization. If approved, a Consultant is placed in the first available open bottom position on the date that the change is made. Consultants who have earned commissions or achieved rank are not eligible for placement changes. Please note that decisions made for any change request (sponsor or placement) are at the sole discretion of the Company and the acceptance of one change will never constitute the acceptance of future changes for that Consultant or any other.
- F. **One Company Business Per Consultant.** A Consultant may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Company business. No individual may have, operate or receive compensation from more than one Company business.

Individuals of the same family unit may each enter into or have an interest in their own separate Company businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as spouses and dependent children living at or doing business at the same address.

2.8 Independent Business Relationship; Indemnification for Actions

- A. A Company Consultant is an independent contractor and not a purchaser of a franchise or sales opportunity. Therefore, each Consultant’s success depends on their independent efforts.
- B. The Agreement between Company and its Consultants does not create an employer/employee relationship, agency, partnership, or joint venture between Company and the Consultant.
- C. A Company Consultant shall not be treated as an employee of Company for any purposes, including, without limitation, for local, federal or state tax purposes. All Consultants are responsible for paying local, state, and federal taxes due from all compensation earned as a Consultant of Company. Any other compensation received by Consultants from Company will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The Consultant has no express or implied authority to bind Company to any obligation or to make any commitments by or on behalf of Company. Each Consultant, whether acting as management of a Business Entity or represented as an individual, shall establish their own goals, hours, and methods of operation and sale, so long as he or she complies with the Terms of the Application & Consultant Agreement, these Policies and Procedures and applicable federal, state and provincial laws.
- D. The Company Consultant is fully responsible for all of their verbal and written communications made regarding Company products, services, and the Compensation Plan that are not expressly contained within Official Company Material. Consultants shall indemnify and hold harmless Company, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Company as a result of the Consultant’s unauthorized representations or actions. This Provision shall survive the termination of the Company Application & Consultant Agreement.
- E. Consultants may not answer the telephone by saying “VITABELL,” “VIBELL LLC” or by any other manner that would lead the caller to believe that they have reached the Company’s corporate offices. A Consultant may only represent that they are a Company Consultant. Therefore, all correspondence and business cards relating to or in connection with a Consultant’s Company business shall contain the Consultant’s name followed by the term “Consultant.”

- F. Company will collect and remit sales tax on Consultant orders unless a Consultant furnishes Company with the appropriate Resale Tax Certificate form. When orders are placed with Company, sales tax is prepaid based upon the suggested retail price. Company will remit the sales tax to the appropriate state, provincial and local jurisdictions. The Consultant may recover the sales tax when he or she makes a sale. Company Consultants are responsible for any additional sales taxes due on products/services marked up and sold at a higher price.
- G. Company encourages each Consultant to consult with a tax advisor for additional information for their business.

2.9 Errors or Questions

If a Consultant has questions about or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Consultant must notify Company in writing within thirty (30) days of the date of the error or incident in question. Any such errors, omissions or problems not reported within thirty (30) days shall be deemed expressly waived by the Consultant.

2.10 Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Consultants shall not represent or imply that the Company or its Compensation Plan have been approved, endorsed, or otherwise sanctioned by any government agency.

3.0 VITABELL'S CONSULTANT RESPONSIBILITIES

3.1 Correct Addresses

- A. It is the responsibility of a Customer/Consultant to make sure Company has the correct shipping address before any orders are shipped and for the Consultant to have up to date and accurate contact information for Company to communicate with Consultant.
- B. A Customer/Consultant will need to allow up to thirty (30) days for processing after the notice of address change has been received by Company.
- C. A Customer/Consultant may be assessed a Twenty 00/100 Dollars (\$20 USD) fee for returned shipments due to an incorrect shipping address and the Consultant shall also be assessed a Twenty 00/100 Dollars (\$20 USD) fee for any mislabeling of Customer information that would result in shifting Customers into another downline.

3.2 Training and Leadership

- A. Any Company Consultant who sponsors another Consultant into Company must perform an authentic assistance and training function to ensure their downline is properly operating their Company business. Sponsoring Consultants should have ongoing contact and communication with the Consultants in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voicemail, e-mail, personal meetings, accompaniment of downline Consultants to Company meetings, training sessions and any other related functions.
- B. A Sponsoring Company Consultant should monitor the Consultants in their downline organizations to ensure that downline Consultants do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, such Consultant should be able to provide documented evidence to Company of their ongoing fulfillment of the responsibilities of a Sponsor.
- C. Upline Consultants are encouraged to motivate and train new Consultants about Company's products and services, effective sales techniques, the Company Compensation Plan and compliance with Company Policies and Procedures.
- D. Marketing product is a required activity in Company and must be emphasized in all recruiting presentations. In fact, the Company emphasizes and encourages all of its Consultants to sell Company's products and services to Customers.
- E. To promote both the products and the opportunity that the Company offers, Consultants must use the sales aids and support materials produced by Company. If Company Consultants develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Consultants' good intentions, they may unintentionally violate any number of statutes or regulations affecting the Company business. These violations, although they may be relatively few in number, could jeopardize the Company opportunity for all Consultants. Accordingly, Consultants must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's written approval prior to use. Unless the Consultant receives specific written approval to use the material, the request shall be deemed denied. All Consultants shall safeguard and promote the good reputation of Company and its products and services. The marketing and promotion of Company, the Company opportunity, the Compensation Plan, and Company products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

3.3 Constructive Criticism; Ethics

- A. Company desires to provide its independent Consultants with the best products and services and Compensation Plan in the industry. Accordingly, Company values

constructive criticism and encourages the submission of written comments addressed to Company Compliance Department at: **compliance@mundovitabell.com.**

- B. Negative and disparaging comments about Company, its products/services or Compensation Plan, by Consultants made to Company, in the field or at Company meetings or events, or disruptive behavior at Company meetings or events, serve no purpose other than to dampen the enthusiasm of other Company Consultants. Company Consultants must not belittle Company, other Company Consultants, Company products or services, the Compensation Plan, or Company directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and Procedures and may result in discipline and ultimate termination as deemed appropriate by the Company.
- C. Company is committed to providing Consultants with a sales environment free from harassment, intimidation, and abuse from other Consultants, employees, vendors, and any other individuals in the workplace. At Company, harassment of any kind will not be tolerated and is strictly prohibited, such as: derogatory or threatening comments, inappropriate sexual behavior including but not limited to unwelcome sexual advances or requests for sexual favors, displaying visual images of a sexual nature, physical or verbal harassment, or violent behavior. Consultants are encouraged to report any type of harassment incidents immediately. Company will not tolerate acts or threats of violence or other violative actions and will investigate all reports and will not hesitate to discipline or terminate a Consultant who is found to have violated this provision.
- D. **VITABELL endorses the following Code of Ethics:**
 - I. A Company Consultant must show fairness, tolerance, and respect to all people associated with Company, regardless of race, gender, social class or religion, thereby fostering a "positive atmosphere" of teamwork, good morale and community spirit.
 - II. A Consultant shall strive to resolve business issues, including situations with up line and downline Consultants, by emphasizing tact, good will and taking care not to create additional problems.
 - III. Company Consultants must be honest, responsible, professional and conduct themselves with integrity.
 - IV. Company Consultants shall always present accurate information like proper disclaimers and access to the Income Disclosure Statement when encouraging prospects to join the Company. Moreover, as a Consultant you agree to never intimidate nor engage in unlawful recruiting practices, including any suggestion that excessive inventory purchases are necessary to participate in Company.

- E. Company may take appropriate action against a Consultant if it determines, in its sole discretion, that a Consultant's conduct is detrimental, disruptive, or injurious to Company or to other Consultants.

3.4 Non-Disparagement

In accordance with other provisions within these Policies and Procedures, Consultants must not disparage, demean, or make negative remarks about the Company, other Company Consultants, Company's products or services, the VITABELL trademark, the Compensation Plan, or Company's owners, board members, directors, officers, employees, or the like, or make statements that unreasonably offend, mislead or coerce others. Such conduct represents a material breach of these Policies and may result in Company sanctioning or otherwise disciplining the Consultants in accordance with these Policies and Procedures as deemed appropriate by the Company at its sole discretion.

3.5 Reporting Policy Violation

- A. A Consultant who observes a policy violation by another Consultant should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the Company Corporate office. The letter shall set forth the details of the incident as follows:
 - I. The nature of the violation and specific facts to support the allegations;
 - II. Dates and number of occurrences;
 - III. The person/people involved; and
 - IV. Supporting documentation.
- B. Once the matter has been presented to Company, the Company Compliance Department will investigate the report thoroughly and decide what, if any, action should be taken.
- C. This Section refers to the general reporting of policy violations as observed by other Consultants for the mutual effort to support, protect, and defend the integrity of the Company business and sales opportunity. If a Consultant has a grievance or complaint against another Consultant which directly relates to their Company business, the steps set forth in these Policies and Procedures must be followed.

3.6 Sponsorship

- A. The Sponsor is the person who introduces a Customer/Consultant to Company, helps them complete their enrollment, and supports and trains those in their downline.
- B. Company recognizes the Sponsor as the name(s) shown on the first:
 - I. Physically signed Company Application & Consultant Agreement on file; or
 - II. Electronically signed Application & Consultant Agreement from either the corporate website or a Consultant's replicated website.
- C. A Application & Consultant Agreement that contains notations such as "by phone" or the signatures of other individuals (i.e., Sponsors, spouses, relatives, or friends) is not valid and will not be accepted by Company.
- D. Company recognizes that each new prospect has the right to ultimately choose their own Sponsor, but Company will not allow Consultants to engage in unethical sponsoring activities.
- E. All active Consultants in good standing have the right to Sponsor and enroll others into Company. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Consultant will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Consultant who presented a comprehensive introduction to Company products/services or sales opportunity.
- F. A Protected Prospect is a guest of any Company Customer/Consultant who attended a Company event or conference call. For sixty (60) days following the event, a Protected Prospect cannot be solicited or sponsored by any other Company Consultant who attended the same event. A Company event can be defined as the following:
 - I. Any Company training session;
 - II. Conference call;
 - III. Virtual training;
 - IV. In person meeting; or
 - V. Presentation, including but not limited to a Company at home presentation, whether sponsored by Company, a Consultant, a Customer, or an agent or agency designated by Company.

3.7 Cross Sponsoring Prohibition

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Application & Consultant Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Company, sanctions up to and including termination of a Consultant’s business may be imposed.
- B. The use of a spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted and Company has the right to reject any Consultant application or terminate any Application & Consultant Agreement.
- C. This policy does not prohibit the transfer of a Company business in accordance with Company Sale or Transfer Policy set forth herein.

3.8 Adherence to the VITABELL Compensation Plan

- A. A Consultant must adhere to the terms of the Company Compensation Plan as set forth in these Policies and Procedures as well as in Official Company Material. Deviation from the Compensation Plan is prohibited.
- B. A Consultant shall not offer the Company opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in Official Company Material.
- C. A Consultant shall not require or encourage a current or prospective Customer or Consultant to participate in Company in any manner that varies from the Compensation Plan as set forth in Official Company Material.
- D. A Consultant shall not require or encourage a current or prospective Customer or Consultant to make a purchase from or payment to any individual or other entity as a condition to participating in the Company Compensation Plan, other than such purchases or payments required to naturally build their business.

3.9 Adherence to Laws, Regulations, and Ordinances

Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Consultants because of the nature of the business. However, Consultants must check their local laws and obey the laws that do apply to them. A Company Consultant shall comply with all federal, state and local laws and regulations in operating their Company business.

3.10 Compliance with Applicable Income Tax Laws

- A. Company will automatically provide a complete 1099-NEC form (non-employee compensation) to each U.S. Consultant whose earnings for the previous year is at least Six Hundred 00/100 Dollars (\$600 USD) or who has purchased more than Five Thousand 00/100 Dollars (\$5,000 USD) of Company products for resale, or who received trips, prizes or awards valued at Six Hundred 00/100 Dollars (\$600 USD) or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Consultant, and a minimum charge of Twenty 00/100 Dollars (\$20 USD) may be assessed by Company.
- B. A Consultant accepts sole responsibility for and agrees to comply and pay all federal, state and local taxes on any income generated as an independent Consultant, and further agrees to indemnify Company from any failure to pay such tax amounts when due.
- C. If a Consultant's business is tax exempt, the Federal Tax Identification number must be provided to Company in writing.
- D. Company encourages all Consultants to consult with a tax advisor for additional information for their business.

3.11 Actions of Household Members or Affiliated Parties

If any member of a Consultant's immediate household engages in any activity which, if performed by the Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Consultant and Company may take disciplinary action pursuant to these Policies and Procedures against the Consultant. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Company may take disciplinary action against the Business Entity. Likewise, if a Consultant enrolls in Company as a Business Entity, each affiliated party of the Business Entity shall be personally and individually bound to, and must comply with, the Terms and Conditions of the Agreement.

3.12 Solicitation for Other Companies; Other Business Restrictions

- A. A Company Consultant may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities (collectively, "Network Marketing"). However, during the Term of this Agreement and for one (1) year thereafter, a Company Consultant may not recruit any Company Consultant or Customer for any other Network Marketing business, unless that Consultant or Customer was personally sponsored by such Consultant.
- B. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a

third party), another Consultant or Customer to enroll or participate in any Network Marketing opportunity and the active role of discouraging others from enrolling within the Company opportunity. This conduct represents recruiting even if the Consultant's actions are in response to an inquiry made by another Consultant or Customer. If any lawsuit, arbitration, or mediation is brought against a Consultant alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, the Company will not pay any of Consultant's defense costs or legal fees, nor will the Company indemnify the Consultant for any judgment, award, or settlement.

- C. However, you may sell **non-competing** products or services to Company Customers and Consultants. Specifically, a non-competing company is defined as a Network Marketing company that does **NOT** sell similarly related to that of Company. The term non-competing or similar products or services are determinative based on the sole discretion of Company. Consultant at all levels are obligated to notify the Company if they are enrolled as distributor for another Network Marketing company by sending an email to the Company Compliance Department. Failure to notify Company within a reasonable time shall constitute a breach of this Agreement.

***Due to the visibility of our higher-ranking affiliates, Company Consultants at the rank of Director or above agree not to participate in any Network Marketing opportunity, regardless of whether the Company sells competing products or not.**

If at the time of enforcement of any provision of Section 3.12A, 3.12B, or 3.12C, a court shall hold that the duration, scope or area restriction of any provision herein is unreasonable under circumstances now or then existing, you and Company hereto agree that the maximum restricted period, scope or territory reasonable under the circumstances shall be substituted by the court for the stated duration, scope or area.

- D. A Consultant may not display or bundle Company products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Consultant into believing there is a relationship between the Company and non-Company products and services.
- E. A Company Consultant may not offer any non-Company opportunity, products or services at any Company related meeting, seminar or convention, or immediately following a Company event.
- F. During the term of this Agreement, in order to avoid legal liability related to promotion of sales aids, you as a Consultant may not sell training materials or sales aids including published books, eBooks, videos, or other general miscellaneous training aids to your Downline or other Consultants.

- G. A violation of any of the provisions in this Section shall constitute unreasonable and unwarranted contractual interference between Company and its Consultants and would inflict irreparable harm on Company. In such event, Company may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Consultant or such Consultant's business including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.13 Presentation of the VITABELL Sales Opportunity

- A. In presenting the Company opportunity to potential Customers and Consultants, a Consultant is required to comply with the following provisions:

- I. A Consultant shall not misquote or omit any significant material fact about the Compensation Plan.
- II. A Consultant shall make it clear that the Compensation Plan is based upon sales of Company products and services to end user consumers and upon the sponsoring of other Consultants.
- III. A Consultant shall make it clear that success can be achieved only through substantial independent efforts and must refrain from misrepresentations that include, but are not limited to:
 - a. It's a turnkey system;
 - b. The system will do the work for you;
 - c. Just get in and your downline will build through spillover;
 - d. Just join and I will build your downline for you;
 - e. The Company does all the work for you; and
 - f. All you have to do is buy Company products/services every month.

The above are just examples of improper representations about the Compensation Plan. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Consultant without commitment, effort, and sales skill. The Company reserves the right to determine what it considers an inappropriate income or Compensation Plan claim and discipline the offender accordingly.

- IV. A Company Consultant shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Company opportunity or Compensation Plan to prospective Consultants or Customers.
- V. A Consultant may not make any claims regarding products or services of any products or services offered by Company, except those contained in Official Company Material.

- VI. A Consultant only use Official Company Material to promote the Company sales opportunity in the United States of America only.
- VII. In an effort to conduct best business practices, Company has developed the Income Disclaimer Statement (“IDS”). The Company IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Company Consultants earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Consultants.

A copy of the IDS must be presented to a prospective Consultant anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “Income Claim”) includes, but is not limited to, the following: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one Consultant earned over a million dollars last year” or “Our average-ranking Consultant makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher-ranking Consultants is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

- VIII. Lifestyle claims (e.g., my Company business allowed me to buy a house, retire from my other job, residual income, time freedom, free car, free trip, financial freedom, allow my spouse to quit his or her job, or take a luxury vacation) are also considered to be equivalent to Income Claims.

When a Consultant discusses their earnings with Company, the Company explicitly requires any testimonial, social media post, presentation, etc. to include the following, “This is my unique story as actual earnings can vary significantly as no income is guaranteed. But for typical earnings averages please click here,” with the “here” representing a link to the Company IDS.

3.14 Compensation Plan Governs Sales Requirements

- A. Company Consultants may purchase Company products and then re-sell them at any price they choose unless otherwise specified by Company or by any of its product suppliers on a per product basis. Company will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Company business. Consultants must check with Company as to appropriate prices before setting their own.

- B. The Company program is built on sales to the ultimate consumer. Company encourages its Consultants to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Consultants must never attempt to influence any other Consultant to buy more products than they can reasonably use or sell to retail Customers in a month.
- C. ***Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited.*** Company retains the right to limit the number of purchases you may make if, in Company's sole judgment, Company believes those purchases are being made solely for qualification purposes instead of for consumption or resale.

4.0 ORDERING

4.1 General Order Policies

- A. "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes but is not limited to the following: (i) the enrollment of individuals or entities without the knowledge of and execution of an Agreement by such individuals or Business Entities; (ii) the fraudulent enrollment of an individual or entity as Customer/Consultant; (iii) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Customers/Consultants (known as "phantoms"); (iv) purchasing Company products or services on behalf of another Customer/Consultant, or under another Customer's/Consultant's ID number, to qualify for commissions or bonuses; (v) purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; (vi) seeking to increase commissions, bonuses, or other compensation by either providing financial assistance to another Customer/Consultant, or drop shipping through another Customer/Consultant's individual account; and (vii) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

A Consultant shall not use another Customer's/Consultant's credit card or debit checking account to enroll in Company or purchase products or services without the account holder's *written permission*. Such documentation must be kept by the Consultant indefinitely in case Company needs to reference this.

- B. Regarding an order with an invalid or incorrect payment, Company will attempt to contact the Consultant by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after five (5) business days, the order will be canceled.
- C. If a Consultant wants to move an order to another Consultant's position, they must have prior authorization, of all parties involved. Company will charge the Consultant a Twenty 00/100 Dollars (\$20 USD) fee for processing.

- D. Prices are subject to change without notice.
- E. A Customer/Consultant who is a recipient of a damaged or incorrect order must notify Company within thirty (30) calendar days from receipt of the order and follow the procedures as set forth in these Policies.

4.2 Insufficient Funds

- A. All checks returned for insufficient funds will be re-submitted for payment. A Thirty Five 00/100 Dollars (\$35 USD) fee will be charged to the account of the Customer/Consultant for all returned checks and insufficient funds.
- B. Any outstanding balance owed to Company by the personal Customer/Consultant of an upline Consultant from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by Company from the upline Consultant's future bonus and commission checks.
- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Consultant, constitute grounds for disciplinary sanctions.
- D. If a credit card order or automatic debit is declined the first time, the Customer/Consultant will be contacted for an alternate form of payment. If payment is declined a second time, the Customer/Consultant may be deemed ineligible to purchase Company products or services or participate in the monthly auto ship.

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications

- A. A Consultant must be Active, agree to follow all applicable laws of that country, and be in compliance with Company Policies and Procedures to qualify for bonuses and commissions. So long as a Consultant complies with the terms of the Agreement, Company shall pay commissions to such Consultant in accordance with the Compensation Plan.
- B. Company will not issue a payment to a Consultant without the receipt of a completed and signed Company Application & Consultant Agreement and W-9 Form.
- C. Company reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds Twenty Five 00/100 Dollars (\$25 USD).
- D. A Consultant must be Active in order to receive bonuses and other

commissionable income based on sales of other Consultant in one's downline. Compression shall be a critical aspect to implementing the Company Compensation Plan and will be applied across the spectrum of participants within the Company opportunity, unless the Company elects, in its sole discretion, to keep or discard the compressed volume. Compression occurs when there are Inactive Consultants, terminated Consultants, suspended Consultants and other instances in which Company finds, in its sole discretion, to be in the best interests of the Company as a whole. Compression is defined as the mechanism in which a leg of the genealogy has been disrupted to create an absence in the genealogy that disrupts the commission and bonus allotment within the pay plan. As an example, if a Consultant is Inactive, Compression will result in searching the up line until an Active Consultant is located. Personal Volume (PV) will then "compress" to include all the volume generated by the inactive positions and disburse the volume to the next Active Consultant. The Company is not obligated to compress volume in this fashion. In some situations, the Company may exercise its discretion to keep the volume for internal purposes. This Compression model shall be used to continue the effectiveness of the pay plan during temporary conditions that may occur when someone fails to meet the "Active" requirement for one pay period, e.g., Inactive, suspension, or leaves the opportunity entirely to leave a void in the genealogy.

- E. Company reserves the right to withhold or reduce any Consultant's compensation as it deems necessary to comply with any garnishment or court order directing Company to retain, hold, or redirect such compensation to a third party.
- F. Company may deduct, withhold, or offset any amounts that Consultant may owe to Company from any payments that Company may owe to Consultant.

5.2 Computation of Commissions and Discrepancies

- A. In order to qualify to receive commissions and bonuses, a Consultant must be in good standing and comply with the terms of the Agreement and these Policies and Procedures. Commissions, bonuses, overrides, and achievement levels are calculated each month.
- B. For additional information on payment of commissions, please review the Compensation Plan.

5.3 Bonus and Commission Adjustment for Returns

- A. A Consultant receives bonuses and commissions based on the actual sales of products and services to end consumers by way of product and service purchases. When a product is returned to Company for a refund from the end consumer, the bonuses and commissions attributable to the returned product or service will be deducted from the Consultant who received bonuses or commissions on such sales.

Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.

- B. In the event that a Consultant terminates their business, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Company, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Company to the terminated Consultant.

6.0 SATISFACTION GUARANTEED AND RETURN OF SALES AIDS

6.1 Customer and Consultant Return Policies

Customer Return Policy

Company offers a one hundred percent (100%) thirty-day (30) money back guarantee (net purchase price) for all Customers from the receipt of VITABELL product by Customer. If a Customer purchased a VITABELL product or service and is not satisfied with the VITABELL product or service, the Customer may request a refund from either the Company or the Consultant who sold the VITABELL product or service to Customer. Customer is responsible for returning the purchased VITABELL product to Company in resalable condition and paying the shipping and handling costs. When Customer receives VITABELL products in defective conditions, Company will pay for the return shipping costs.

Consultant Physical Product and Sales Aids Returns

If Consultant is not one hundred percent (100%) satisfied with VITABELL products, Consultant may return the items for a refund if all the following conditions are met: (i) the VITABELL products were purchased within twelve (12) months; and (ii) the VITABELL products remain in resalable condition as defined in Section 15. The refund shall be ninety percent (90%) of the original purchase price. Shipping and handling charges incurred will not be refunded. Any merchandise or VITABELL product that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item, shall not be resalable.

Upon cancellation of the Agreement, the Consultant may return all VITABELL products purchased from VITABELL within twelve (12) months from the date of cancellation for a refund if they are unable to sell or use the merchandise. A Consultant may only return VITABELL products they personally purchased from the Company under their Consultant Identification Number, and which are in Resalable Condition. Any orders of printed sales aids (i.e., catalogues, business cards, brochures, etc.) are nonrefundable. Upon Company's receipt of the VITABELL products, the Consultant will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same credit card account if available. The Company shall deduct from the reimbursement paid to the Consultant any commissions, bonuses, rebates or other incentives received by the Consultant which were associated with the merchandise that is returned.

Three-Day Money Back Guarantee – Cooling off Period. A Consultant or Customer who makes a purchase of Twenty Five 00/100 Dollars (\$25.00) or more has three business days (Alaska residents have five (5) business days; North Dakota residents age 65 or over have fifteen (15) business days) after the sale or execution of a contract to cancel their order and receive a full refund consistent with the cancellation notice on the order form or sales receipt. When a Consultant makes a sale or takes an order from a Customer who cancels or requests a refund within the applicable period, the Consultant must promptly refund the Customer's money if the products are returned to the Consultant in substantially as good condition as when received (Alaska residents have five (5) business days; North Dakota residents age 65 or over have fifteen (15) business days). Consultants must inform Customers of their right to rescind a purchase or an order within the applicable time period and ensure that the date of the order or purchase is entered on the order form or sales receipt. All Customers must be provided with two copies of an official VITABELL'S sales receipt at the time of the sale. The back of the receipt provides the Customers with written notice of their rights to cancel the sales transaction.

Montana Residents: Montana residents may cancel their Agreement within fifteen (15) days from the date of enrollment, and may return their starter kit and any products that they purchased for a full refund within such time period.

6.2 Physical VITABELL Product Return Process

- A. All returns, whether by a Customer/Consultant, must be made as follows:
 - I. Obtain Return Merchandise Authorization ("RMA") from Company;
 - II. Ship items to the address provided by Company Customer Service when you are given your RMA.
 - III. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
 - IV. Ship back product in manufacturer's box exactly as it was delivered.
- B. All returns must be shipped to Company pre-paid, as Company does not accept shipping collect packages. Company recommends shipping returned product by UPS or FedEx with tracking and insurance as risk of loss or damage in shipping of the returned product shall be borne solely by the Customer or Consultant. If returned product is not received at Company Distribution Center, it is the responsibility of the Customer or Consultant to trace the shipment and no credit will be applied.

6.3 Refund of Fees

For both Customers and Consultants alike, the Company offers a thirty (30) day satisfaction guarantee on all initial fees paid to the Company. All subsequent fees are nonrefundable. When a refund is requested, the bonuses and commissions attributable to the refunded service will be deducted from said Consultant who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

7.0 PRIVACY POLICY

7.1 Introduction

VITABELL's policy is to ensure that all Customers/Consultants understand and adhere to the basic principles of confidentiality. For more information on the Company's privacy practices and procedures, please refer to the Company Privacy Policy found on this link [INCLUDE LINK TO COMPANY PRIVACY POLICY].

Each Consultant is responsible for keeping their Consultant Information up to date and accurate and must immediately update any changes in their back office. It is particularly important that a Consultant provides Company with their current email address, since email is one of the primary ways that Company and a Consultant's up line will communicate with the Consultant. By agreeing to these Policies and Procedures, the Consultant consents to the Company Privacy Policy and to receiving emails from Company as well as from their up line. Each Consultant may modify their Consultant Information (e.g., update an address, phone number or email address). Consultant agrees that Company may share with Consultant's up line their name, telephone number, address, email address and select sales performance data for all Consultants in their downline. No Social Security Number nor credit card number shall be shared with a Consultant's up line without separate express permission by Consultant to allow such personal information sharing. By providing their email address and telephone number, Consultant agrees to disclose their email address and telephone number to Company as well as to their up line. Consultant further acknowledges that information provided to Company by Consultant will be shared with and processed by Company corporate offices, licensor and supplier.

7.2 Expectation of Privacy

Company recognizes and respects the importance its Customers/Consultants place on the privacy of their financial and personal information. Company will make reasonable efforts to safeguard the privacy of and maintain the confidentiality of its Customers'/Consultants' financial and account information and non-public personal information.

7.3 Employee Access to Information

Company limits the number of employees who have access to Customer's/Consultant's nonpublic personal information.

Comentado [IM2]: VITABELL needs to ensure that it complies with the CAN-SPAM Act. [CAN-SPAM Act: A Compliance Guide for Business | Federal Trade Commission \(ftc.gov\)](#)

7.4 Security and Security Breaches

All Consultants must adopt, implement and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of confidential information, including Customer & Consultant Data. These safeguards must be appropriate to the sensitivity of the information. Appropriate safeguards for electronic and paper records may include but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; and (iii) password-protecting computer files and securely shredding paper files containing confidential information. Consultants must keep confidential information secure from all persons who do not have legitimate business needs to see or use such information. Consultants must ensure they obtain and maintain consent from prospective Customers/Consultants and existing Customers/Consultants before sharing such data with the Company.

Consultants must comply with all applicable privacy and data security laws, including any security breach notification laws. Without limitation of the preceding sentence, in the event of an actual or suspected Security Breach affecting Company's data, the applicable Consultants shall first promptly notify the Company Compliance Department in writing after becoming aware of such Security Breach, and if instructed by the Compliance Department, notify applicable Customers/Consultants. Any such notification to Customers/Consultants shall be made in compliance with the applicable law and shall specify the following: (i) the extent to which Customer/Consultant Data was or was suspected to be disclosed or compromised; (ii) the circumstances of the Security Breach; (iii) the date or period of time on which it occurred; (iv) a description of the information affected; (v) a description of the steps taken to reduce the risk of harm from the Security Breach; (vi) contact information for a person able to answer questions regarding the Security Breach; (vii) any other information required by the applicable law; and (viii) in the case of a notice to a privacy commissioner or other regulatory body, an assessment of the risk of harm to any affected persons and an estimate of the number of persons affected. Consultants shall promptly comply with all applicable information Security Breach disclosure laws. Consultants, at their expense, shall cooperate with Company, any applicable privacy commissioner or other regulatory body and the applicable Customers/Consultants and use their best efforts to mitigate any potential damage caused by a breach of their obligations under the Consultant Agreement or any law applicable to confidential data, including by sending notice to the affected individuals, applicable agencies and consumer reporting agencies, if such notification is required the Company in its sole and absolute discretion.

7.5 Privacy and Confidentiality

All Consultants are required to abide by the Company's Privacy Statement with regard to Consultant and Customer information.

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information

By completing and signing the Company Consultant Application & Agreement, the Consultant acknowledges that Business Reports, lists of Customer and Consultant names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Company pertaining to the business of Company (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Company.

8.2 Obligation of Confidentiality

- A. During the Term of the Company Consultant Application & Agreement and for a period of five (5) years after the termination or expiration of the Consultant Application & Agreement between the Consultant and Company, the Consultant shall not:
 - I. Use the information in the Reports to compete with Company or for any purpose other than promoting their Company business;
 - II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company; and
 - III. Trade secrets, Company goodwill, and other Company know-how shall remain confidential beyond the 5-year period.

8.3 Breach and Remedies

The Consultant acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Company and to independent Company businesses. Company and its Consultants will be entitled to injunctive relief or to recover damages against any Consultant who violates this provision in any action to enforce its rights under this Section. The prevailing party shall be entitled to an award of attorney's fees, court costs and expenses.

8.4 Return of Materials

Upon demand by Company, any current or former Consultant will return the original and all copies of all "Reports" to Company together with any Company confidential information in such person's possession.

9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF VITABELL NAMES AND TRADEMARKS

9.1 Labeling, Packaging, and Displaying Products

- A. A Company Consultant may not re-label, re-package, refill, or alter labels of any Company product or service, information, materials or program(s) in any way. Company products and services must only be sold in their original containers from Company. Such re-labeling or re-packaging violates federal, state and provincial laws, which may result in criminal or civil penalties or liability.
- B. A Company Consultant shall not cause any Company product or service or any Company trade name to be sold or displayed in retail establishments except:
 - I. Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons);
 - II. Where the retail establishment is owned or managed by the Consultant and the store does not exceed one million dollars (\$1,000,000 million USD) in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- D. A Consultant may sell Company products and services and display the Company trade name at any appropriate display booth (such as trade shows) only upon *prior written approval* from Company.
- E. Company reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Company opportunity.

9.2 Use of VITABELL Names and Protected Materials

- A. A Company Consultant must safeguard and promote the good reputation of Company and the products and services it markets. The marketing and promotion of Company, the Company sales opportunity, the Company Compensation Plan, and Company products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. All promotional materials supplied or created by Company must be used in their *original* form and cannot be changed, amended or altered as provided by the Company Compliance Department.
- C. The name of Company, each of its product and service names and other names that have been adopted by Company in connection with its business are proprietary

trade names, trademarks and service marks of Company or for which Company has obtained a valid license (hereinafter called "Licensed IP"). As such, these marks are of great value to Company and are supplied to Consultants for their use only in an expressly authorized manner. The trademark VITABELL may only be used in promotional media for so long as the Application & Consultant Agreement is in effect and in accordance with the terms and conditions set forth herein. Upon simple written request by Company or upon cancellation of a Application & Consultant Agreement for any reason, Consultant shall immediately discontinue all use of the trademark VITABELL and other intellectual property that belongs to Company and Licensed IP.

- D. A Company Consultant's use of the name "VITABELL," or other related names is restricted to protect Company proprietary rights, ensuring that the Company protected names will not be lost or compromised by unauthorized use. Use of the Company name on any item not produced by Company is prohibited except as follows:
 - I. [Consultant's name] Independent VITABELL Consultant; or
 - II. [Consultant's name] Independent Consultant of VITABELL products and services.
- E. Further procedures relating to the use of the Company name are as follows:
 - I. All stationary (i.e., letterhead, envelopes, and business cards) bearing the Company name or logo intended for use by the Consultant must be approved in writing by the Company Compliance Department.
 - II. Company Consultants may list "Independent VITABELL Consultant" or "VITABELL Consultant" in online directories under their own name.
 - III. Company Consultants may not use the name Company, or any form thereof, in answering their telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent VITABELL Consultant."
- F. Certain photos and graphic images used by Company in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Consultants. If a Consultant wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. A Company Consultant shall not appear on or make use of television or radio or make use of any other media to promote or discuss Company or its programs, products or services without prior written permission from the Company Compliance Department.

- H. A Consultant may not produce for sale or distribution any Company event or speech, nor may a Consultant reproduce Company audio or video clips for sale or for personal use without prior written permission from the Company Compliance Department.
- I. Company reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Consultant.
- J. A Consultant shall not promote non-Company products or services in conjunction with Company products or services on the same websites or same advertisement without prior approval from the Company Compliance Department.

9.3 E-mail Limitations

- A. Except as provided in this Section, VITABELL does not permit a Consultant to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including but not limited to, the federal CAN-SPAM Act. The exceptions are:
 - I. E-mailing any person who has given prior written consent;
 - II. E-mailing any person with whom the Consultant has established a prior business or personal relationship.
- B. In all states where prohibited by law, a Consultant may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this Section.
- C. All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
 - I. A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
 - II. A clear return path or routing information;
 - III. The use of legal and proper domain name;

- IV. A clear and obvious notice of the opportunity to decline to receive further commercial e-mail messages from the sender;
 - V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - VI. The true and correct name of the sender, valid senders' e-mail address, and a valid sender physical address;
 - VII. The date and time of the transmission; and
 - VIII. Upon notification by recipient of their request not to receive further e-mailed documents, a Company Consultant shall not transmit any further documents to that recipient.
- D. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following;
- I. Use of any third party domain name without written consent;
 - II. Sexually explicit materials.

9.4 Internet, Mobile Apps and Third-Party Website Sale Restrictions

- A. Unless otherwise expressly provided for herein regarding the use of intellectual or industrial property or by written authorization by Company, a Consultant may not use or attempt to register the trademark VITABELL or any other of Company's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof and licensed industrial and intellectual property, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, blogs, or social media (for more information on social media guidelines please refer to Section 9.5 below).
- B. A Company Consultant **MAY NOT** sell Company products, services or offer the sales opportunity using "online auctions," such as eBay®, or on online marketplaces like Etsy, Amazon, Craigslist, Facebook® Marketplace, Overstock® .com, OrderDog®.com, etc.

This rule is required for many reasons, including consumer protection, compliance with laws regarding the Company products/services and to protect Company Consultants from losing potential enrollments of Customers/Consultants who may be reluctant to engage in the Company sales opportunity because they view the third-party sites as a competitive source of supply.

VITABELL will be entitled to any and all reasonable attorneys' fees and related costs incurred by enforcing its rights in any action in which it is found that a VITABELL Consultant violated the terms of this provision.

- C. Consultants may only sell Company products/services through their Company replicated website ("Replicated Website"), VITABELL Mobile App or the Company corporate website. Consultants may not have any other third-party websites (defined as a website that is not Company-approved personal website hosted on non-Company servers and with no affiliation with Company). Please note that a third-party website does not include social networking and social media sites (as further discussed in Section 9.5). Any Consultant who wishes to develop their own third-party website must submit a properly completed third-party website application and agreement and receive Company's prior written approval before going live with such a website. Third-party websites may be used to promote your business and Company's products and services so long as the third-party website adheres to Company's advertising policies. Moreover, no orders may be placed through third-party websites and no enrollments may occur through a third-party website. If you wish to use any third-party website, you must do the following:
- a. Identify yourself as a Consultant for Company;
 - b. Use only the approved images and wording authorized by Company;
 - c. Adhere to the branding, trademark, and image usage policies described in this document and specific material to be provided by Company;
 - d. Adhere to any other provision regarding the use of a third-party website described in this document;
 - e. Agree to give the Compliance Department at Company access to the third-party website and, if the website is password protected, the Compliance Department must receive passwords or credentials allowing unlimited access; and
 - f. Get proper authorization to be able to modify such third-party website to comply with current or future Company policies.
- D. All marketing materials used on a Consultant's third-party website must be provided by Company or approved in writing by Company.
- E. To avoid confusion, the following three elements must also be prominently displayed at the top of every page of your third-party website:
1. The Company Consultant Logo
 2. Your Name and Title
 3. Company Corporate Website Redirect Button
- F. A Consultant may not use third-party sites that contain materials copied from corporate sources (such as Company brochures, CDs, videos, tapes, events, presentations, and corporate websites). This policy ensures brand consistency, allows Customers and Consultants to stay up to date with changing products,

services and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.

- G. Company products may be displayed with other products or services on a Consultant's third-party website *so long as the other products and services are consistent with Company values, are not in competition with Company products and services and are not marketed or sold by a competing network-marketing company*.
- H. If the independent Company business of a Consultant who has received authorization to create and post a third-party website is voluntarily or involuntarily canceled for any reason or if Company revokes its authorization allowing the Consultant to maintain a third-party website, the Consultant shall assign the URL to their third-party website to the Company within three (3) days from the date of the cancellation and/or re-direct all traffic to the site as directed by the Company. Company reserves the right to revoke any Consultant's right to use a third-party website at any time if Company believes that such revocation is in the best interest of Company, its Consultants, and Customers. Decisions and corrective actions in this area are at Company's sole discretion.

9.5 Social Networking and Social Media

- A. Consultants may join social networking and/or social media sites, online forums, discussion groups, and blogs to leverage the power of the Company brand and to communicate the benefits of the Company products and sales opportunity. Online social pages belonging to a Consultant may be used to drive traffic to a Replicated Website or to the Company Corporate Website.
- B. Company-dedicated accounts on social media may never be used to promote other business opportunities, other products or services, etc. A Consultant may post suggestions to visit, like, or follow the business page on their personal page. A Consultant may also post artwork or other tangential-to-business posts on their personal pages, but no enticements, ads, offers, non-Company product announcements, etc. may be posted on the personal pages.
- C. Social networks and social media sites include but are not limited to such sites as Facebook®, Instagram®, Pinterest®, LinkedIn®, Twitter®, etc. Consultants may use their own social networking profiles to advertise and promote their Company businesses and the Company products, and direct traffic to their respective Replicated Website or the Company Corporate Website. However, no actual sales of Company products may be processed on social networking profiles or groups and no pricing may be shown on an image or in the text of a post. Banner ads and images used on these sites must be current and must come from the Company approved library.

- D. PROFILES A CONSULTANT GENERATES IN ANY SOCIAL COMMUNITY WHERE COMPANY IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE CONSULTANT AS A COMPANY CONSULTANT, and when a Consultant participates in those communities, Consultant must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Company's sole discretion, and offending Consultants will be subject to disciplinary action.
- E. Consultants are personally responsible for their postings and all other online activity that relates to Company. Therefore, even if a Consultant does not own or operate a blog or social media site, if a Consultant makes a post that relates to Company or which can be traced to the Company, the Consultant is responsible for the posting. Consultants are also responsible for postings which occur on any blog or social media site that the Consultant owns, operates or controls. Company reserves the right to require the removal of non-compliant or infringing posts from any Consultant's social media pages and may terminate the Application & Consultant Agreement of any Consultant who materially or repeatedly breaches this Section. Postings that are false, misleading or deceptive are strictly prohibited. This includes, but is not limited to, false or deceptive postings relating to the Company, Company income opportunity, Company products, and/or Consultant information and credentials. Further, Consultants **MAY NOT** make any posting, or link to any posting or other material, that:
- I. Is sexually explicit, obscene, or pornographic;
 - II. Is profane, hateful, threatening, defamatory, libelous, harassing or discriminatory in any way, shape or form;
 - III. Is solicitous of any unlawful behavior;
 - IV. Engages in personal attacks on any individual, group or entity;
 - V. Is in violation of any intellectual property rights of the Company or any third party; or
 - VI. Is not consistent with the standards as set forth in these Policies and Procedures.
- F. Anonymous postings or use of an alias on any social network or media site is prohibited, and offending Consultants will be subject to disciplinary action.
- G. Consultants may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Consultants create or leave must be useful, unique, relevant and specific to the blog's article.

- H. Consultants must disclose their full name on all social network and media postings, and conspicuously identify themselves as an independent Consultant for Company.
- I. As a Company Consultant, it is important to not converse with any person who places a negative post against you, other Consultants, or Company. Report negative posts to the Company Compliance Department. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Company, and therefore damages the reputation and goodwill of Company.
- J. The distinction between a social networking and/or media site and a third-party website may not be clear-cut. Because some social networking and/or media sites are particularly robust, Company therefore reserves the sole and exclusive right to classify certain sites as third-party websites and require that Consultants using, or who wish to use, such sites adhere to the Company's policies relating to third-party websites.
- K. If your Company business is cancelled for any reason, you must discontinue using the Company name, and all of Company's trademarks, trade names, service marks, and other intellectual property that belong to Company or licensed to Company, and all derivatives of such marks and intellectual property, in any postings and all social websites that you utilize. If you post on any social website on which you have previously identified yourself as an independent Company Consultant, you must conspicuously disclose that you are no longer an independent Company Consultant. Absent such disclosure, Consultant comments and actions may be construed as being taken on behalf of Company and Consultant shall be responsible for indemnifying Company for such actions if any action is taken against Company.
- L. Failure to comply with these Policies for conducting business online may result in the Consultant losing their right to advertise and market Company products, services and Company's sales opportunity online in addition to any other disciplinary action available under these Policies and Procedures.
- M. Consultants may wish to have "private" and/or "closed" social media groups, specifically Facebook Groups, for their particular Customers or for their particular downline. These groups are permitted as long as the groups are conducted and operated in a manner consistent with these Policies and Procedures and all other agreements between Company and Consultant. If required by Company, Consultants who administrate a social media private group shall give access to Company's Compliance Department to be able to monitor interactions from time to time to allow Compliance to notify a Consultant on the front end of a potential issue. .
- N. Consultants must verify that individuals being added to private or closed groups are, in fact, Company Customers. Such private or closed groups are limited to only those Consultants and Customers within a particular up line or downline as that

specific group is for the interaction between members of a team. If a Customer no longer is a Customer, in any regard, then the Customer must be removed from the group within 24 hours of the change. (e.g., Customer does not purchase product for X amount of time determined at the discretion of Company or Customer becomes a Consultant under a different genealogy than the current group). Upon termination, either voluntary or involuntary, cancellation, dismissal, winding up the business or any other reason for a Consultant may no longer be involved with Company, the Consultant must notify Compliance immediately of all accounts that would fall under this Section and category, post in the group that you are no longer associated with Company and will be disbanding the specific group, and then subsequently close and delete the group permanently.

- O. Consultants may not respond to media inquiries regarding VITABELL products or any other aspect of VITABELL's businesses. All such media inquiries should be immediately referred to VITABELL's Corporate Communication Team at Customerservice@mundovitabell.com.

9.6 Advertising and Promotional Materials

- A. You may not advertise any Company products or services at a price LESS than the highest company published, established retail price of ONE offering of the Company product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of a free business, free shipping, or other such offers that grant advantages beyond those available through the Company.
- B. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- C. When promoting VITABELL or VITABELL products, Consultant must disclose the fact that they receive Bonuses and commissions from the Company.
- D. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Company Compliance Department. Further, all requests for approval for advertising must be directed in writing to the Company Compliance Department.
- E. Company approval is not required to place blind ads that do not mention Company its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials. However, a Consultant may not purchase (or encourage or solicit any third party to purchase) any term containing Company, its products, programs, trademarks, copyright, and industrial and intellectual property licensed to Company and any other protected material as a meta-tag, keyword, paid search term, sponsored advertisement or sponsored link in markets in which Company conducts business.

- F. Company reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Consultant.

9.7 Product Claims

- A. Food and Drug Administration Standards. Many products fall under nutritional and cosmetic classifications set forth by the U.S. Food and Drug Administration (“FDA”). The FDA regulates and oversees the production and sale of nutritional and cosmetic products to assure their safety and proper representation to the public. The FDA also has labeling and packaging standards with which Company must comply. When Consultant is discussing the benefits of VITABELL products, Consultant should refer to the FDA statement on VITABELL product labels: “These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent disease.”
- B. Federal Trade Commission Standards. Similarly, advertising is regulated by the Federal Trade Commission (“FTC”). Laws enforced by the FTC require representations made by the Company or Consultants about the health benefits, performance, efficacy, safety, or ingredients of VITABELL products to be based upon competent and reliable scientific evidence that substantiates the representation being made. Further, the FTC requires representations about a business opportunity, including earnings claims, to be truthful and non-misleading, which means that claims about the potential to achieve a wealthy lifestyle, career level income, or significant income are misleading if participants generally do not achieve such results. All earning claims must be accompanied by the VITABELL Opportunity and Earnings Statement.
- C. Consultant may not make any medical claim for any VITABELL product nor specifically prescribe any given product as suitable for any specific ailment, as that type of representation implies that the VITABELL products are drugs rather than nutritional supplements or cosmetics. Under no circumstances should the VITABELL products be likened to drug products prescribed for the treatment of specific ailment or that such VITABELL products alleviate disease symptoms or prevent diseases or disorders. While the Company makes every effort to achieve full compliance with complicated and periodically amended FDA regulations, no Consultant should state or infer that any VITABELL product is approved by the FDA.
- D. All testimonials and “before and after” photos must be truthful, transparent, supported, and consistent with current VITABELL product claims. To post “before and after” photos, Consultant must do the following:
 - i. Identify the person;

- ii. Information shared must represent genuine results;
- iii. Information shared must be clearly and conspicuously disclose how often and how long the VITABEL products were used, (unless otherwise directed by Corporate materials) and whether any other products or treatments contributed to the results;
- iv. Clearly and conspicuously disclose the name of the VITABELL product(s) used;
- v. The “before and after” photos must be taken under the same conditions and touch-ups and photo editing are not permitted;
- vi. Subject must be recognizable as the same person in each photo;
- vii. For skin care results makeup may be used as long as it does not alter the impact of the results;
- viii. Consultant may not use “stock” photos to advertise, sell, or offer to sell VITABELL products;
- ix. Consultant must be able to defend the origin and appearance of all posts;
- x. Do not use before and after photos of anyone under the age of 13. If the Customer, friend, or family member is between the ages of 13 and 18, it is highly recommended that Consultant obtain written permission of a parent or guardian.

9.7 Testimonial Permission

By signing the Company Consultant Agreement, a Consultant gives Company permission to use their testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Company sales opportunity, a Consultant waives any right to be compensated for the use of his or her testimonial or image and likeness even though Company may be paid for items or sales materials containing such image and likeness. In some cases, a Consultant's testimonial may appear in another Consultant's advertising materials. If a Consultant does not wish to participate in Company sales and marketing materials, he or she should provide a written notice to the Company Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

Comentado [IM3]: Testimonial Permission should also be obtained via a signed waiver and release from participant.

9.8 Telemarketing Limitations

- A. A Company Consultant must not engage in telemarketing in relation to the operation of the Consultant's Company business. The term "telemarketing" means the placing of one or more telephone calls, text messages or any other messaging service to an individual or entity to induce the purchase of Company products or services, or to recruit them for the Company opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") each have laws that restrict telemarketing practices. Both federal agencies, as well as a number of States have "do not call" regulations as part of their telemarketing laws.
- C. While a Consultant may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Consultant to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$50,120 USD per violation).
- D. Unsolicited calls made to prospective Customers, or Consultants that promote either Company products, services or the Company opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations:

A Company Consultant may place telephone calls to prospective Customers, or Consultants under the following limited situations:

 - I. If the Consultant has an established business relationship with the prospect;
 - II. In response to the prospect's personal inquiry or application regarding a product or service offered by the Company Consultant, within three (3) months immediately before the date of such a call;
 - III. If the Consultant receives written and signed permission from the prospect authorizing the Consultant to call;
 - IV. If the call is to family members, personal friends, and acquaintances. However, if a Consultant makes a habit of collecting business cards from everyone they meet and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;
 - V. Company Consultants engaged in calling "acquaintances," must make such calls on an occasional basis only and not as a routine practice.

- F. A Consultant shall not use automatic telephone dialing systems or automatic messaging services in the operation of his or her Company businesses.
- G. Failure to abide by Company policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Consultant's business, up to and including termination of the business.
- H. By signing the Consultant Application & Agreement, or by accepting commission checks, other payments or awards from Company, a Consultant gives permission to Company and other Consultants to contact them as permitted under the Federal Do Not Call regulations.
- I. In the event a Consultant violates this Section, Company reserves the right to initiate legal proceedings to obtain monetary or equitable relief.

9.9 International Marketing Policy

- A. A Consultant is authorized to sell Company products and services to Customers and Consultants only in the United States of America.
- B. A Consultant may not, in any other country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Consultants, nor conduct any other activity for the purpose of selling Company products and services, establishing a sales organization, or promoting the Company sales opportunity unless authorized in writing by Company.

Comentado [IM4]: Is the intention to sell and distribute products internationally?

10.0 CHANGES TO A CONSULTANT'S BUSINESS

10.1 Modification of the Consultant Application & Agreement

A Company Consultant may modify their existing Consultant Application & Agreement (i.e., change a social security number to a Federal ID number, add a spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Consultant) by submitting a written request to customerservice@mundovitabell.com, accompanied by a new Application & Consultant Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a "crossed out" or "white-out" version of the first Agreement), and any appropriate supporting documentation.

10.2 Change Sponsor or Placement for Active Consultants

- A. In conjunction with Section 2.6, maintaining the integrity of the organizational structure is mandatory for the success of Company and our independent Consultants. As such, under exceptional circumstances at the discretion of the Company, a request to change placement may only be made within the first thirty (30) days of initial enrollment as a Consultant. Furthermore, such changes may only occur within the same organization.

- B. Sponsors may make "Placement changes" from one Consultant to another for personally Sponsored (frontline) Consultants during the first thirty (30) days of enrollment within the same organization.
- C. New Consultants or their original Sponsor may request a change of Sponsor or Placement within the first thirty (30) days of enrollment for the purpose of structuring an organization. The new Application & Consultant Agreement must be received within the calendar month for commission calculations to be effective with the requested change.
- D. To change or correct the Sponsor, a Consultant must comply with following procedures:
 - I. Submit a Sponsor Placement Transfer Form;
 - II. Submit a Company Application & Consultant Agreement showing the correct Sponsor and Placement and any appropriate supporting documentation;
 - III. The Application & Consultant Agreement must be a new, completed document bearing "fresh" signatures, not a "crossed-out" or "white-out" version of the first Agreement.
- E. Upon approval, the Consultant's downline, if any, will transfer with the Consultant.
- F. If one transfer has already been made, a Twenty 00/100 Dollars (\$20 USD) fee will be assessed for the second and for each transfer thereafter.
- G. After the first thirty (30) days from initial enrollment, Company will honor the Sponsor/Placement as shown:
 - I. On the most recently signed Application Consultant & Agreement on file; or
 - II. Self-enrolled on the website (i.e., electronically signed Agreement).
- H. Company retains the right to approve or deny any requests to change Sponsor or Placement, and to correct any errors related thereto at any time and in whatever manner it deems necessary. Consultants waive any and all claims against Company, its officers, directors, owners, employees, and agents, licensor and supplier for the Company's final decision regarding the change of Sponsor or Placement.

10.3 Change Sponsor or Placement for Inactive Consultants

- A. VITABELL strongly discourages changes in sponsorship. At the discretion of Company, Consultants who remained inactive for a period of twelve (12) months, and who have not tendered a letter of resignation, are eligible to re-enroll in Company under the Sponsor/Placement of their choice.
- B. Upon written notice to Company that a former Consultant wishes to re-enroll, Company will “compress” (close) the original account. A new Company ID number will then be issued to the former Consultant.
- C. Such Consultant does not retain former rank, downline, or rights to commission checks from their former organizations.
- D. Company reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

10.4 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Consultant from another Consultant or influencing another Consultant to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Company Compliance Department within the first ninety (90) days of enrollment. If the reports are substantiated, Company may transfer the Consultant or the Consultant’s downline to another Sponsor, Placement or organization without approval from the current up line Sponsor or Placement Consultants. Company remains the final authority in such cases.
- C. **Company prohibits the act of “Stacking.”** Stacking is the unauthorized manipulation of the Company compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Consultant in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without their knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals and/or entities found to be directly involved.
- D. Should Consultants engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Company products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Consultant alleging that they engaged

in inappropriate recruiting activity of another company's sales force or Customers, Company will not pay any of Consultant's defense costs or legal fees, nor will Company indemnify the Consultant for any judgment, award, or settlement.

10.5 Separating a VITABELL Business

Company Consultants sometimes operate their Company businesses as spouse-spouse partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as "Entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the LOS. If the separating parties fail to provide for the best interests of other Consultants and the Company in a timely fashion, the Company will involuntarily terminate the Consultant Agreement.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- A. One of the parties may, with consent of the other(s), operate the Company business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize the Company to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee; or
- B. The parties may continue to operate the Company business jointly on a "business-as-usual" basis, whereupon all compensation paid by the Company will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. The Company will never remove a party to a position from a Consultant account without that party's written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will the Company split commission and bonus checks between divorcing spouses or members of dissolving Entities. Company will recognize only one downline organization and will issue only one commission check per Company business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the Entity(ies) in a timely fashion as determined by the Company, the Consultant Agreement shall be involuntarily cancelled. If a former spouse has completely relinquished all rights in the original Company Entity pursuant to a divorce, they are thereafter free to enroll under any sponsor of their choosing without waiting six (6) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as a Consultant.

In either case, however, the former spouse or business affiliate shall have no rights to any Consultant in their former organization or to any former customer. They must develop the new business in the same manner as would any other new Consultant.

10.6 Succession

- A. Upon the death or incapacity of a Consultant, the Consultant's business may be transferred only by will, trust, attorney-in-fact, legal representative, or other testamentary instrument to the Consultant's heir, trustee, or other beneficiary (each of such persons referred to herein as "Successor"). Whenever a Company Entity is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Consultant's sales organization. The Successor must:
 - I. Complete and sign a new Application & Consultant Agreement;
 - II. Comply with the terms and conditions of the Application & Consultant Agreement; and
 - III. Meet all of the qualifications for the last rank achieved by the former Consultant.
- B. Bonuses and commission checks of a Company business transferred based on this Section will be paid in a single check to the Successor. The Successor must provide Company with an "address of record" to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the business, not the highest rank or volume achieved.
- C. If the business is bequeathed to joint devisees ("Joint Successors"), they must form a business entity and acquire a federal taxpayer identification number. Company will issue all bonus and commission payments and one 1099-NEC form to the managing business entity only.
- D. Appropriate legal documentation must be submitted to the Company Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Company business, the successor must provide the following to the Company Compliance Department:
 - I. A certified copy of the death certificate; and
 - II. A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the Company business.
- E. To complete a transfer of the Company business because of incapacity, the successor must provide the following to the Company Compliance Department:

- I. A notarized copy of an appointment as trustee;
 - II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Company business; and
 - III. A completed Consultant Agreement executed by the trustee.
- F. If the successor is already an existing Consultant, Company will allow such Consultant to keep their own business plus the inherited business active for up to six (6) months. By the end of the 6-month period, the Consultant must have compressed (if applicable), sold or otherwise transferred either the existing business or the inherited business.
- G. If the successor wishes to terminate the Company business, they must submit a notarized statement stating the desire to terminate the business, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- H. Upon written request, Company may grant a one (1) month bereavement waiver and pay out at the last "paid as" rank.

10.7 Resignation/Voluntary Termination

- A. A Consultant may immediately terminate their business by submitting a written notice or email to the Company Compliance Department. The written notice must include the following:
- I. The Consultant's intent to resign and date of resignation;
 - II. Company Identification Number and reason for resigning; and
 - III. Signature.
- B. A Company Consultant may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Consultant who has voluntarily resigned is not eligible to reapply for a business or have any financial interest in any Company business for six (6) months from the receipt of the written notice of resignation.

10.8 Involuntary Termination

- A. Company reserves the right to terminate a Consultant's business for, but not limited to, the following reasons:
- I. Violation of any terms and conditions of the Consultant Agreement;

- II. Violation of any provision in these Policies and Procedures;
 - III. Violation of any provision in the Compensation Plan;
 - IV. Violation of any applicable law, ordinance, or regulation regarding the Company business;
 - V. Engaging in unethical business practices or violating standards of fair dealing;
 - VI. In the event any money is owed by a Consultant to Company and remains unpaid for at least sixty (60) calendar days, the Consultant Agreement may be terminated involuntarily.
 - VII. If a Consultant fails to earn a commission for the period set forth in the Compensation Plan, their Consultant Agreement may be cancelled for inactivity.
 - VIII. Company reserves the right to terminate the Consultant Agreement of any Consultant that engages in any activity that Company, in its sole discretion, deems contrary to its interest without giving an expressed reason with the only obligation to send a duly written notice. Consultants agree that Company shall owe no compensation or indemnification therefor neither shall it be deemed wrongful termination.
- B. Company will notify the Consultant in writing, at their last home address or e-mail address on Company's records of its intent to terminate the Consultant's business and the reasons for termination.
 - C. If the Consultant wishes to provide documentation to appeal Company's decision, Consultant must do so within three (3) business days from the date of termination notice. Company shall then make a decision on whether or not to rescind termination.
 - D. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Company. The former Consultant shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Company products or services. Company will notify the active up line Sponsor within ten (10) days after termination. The organization of the terminated Consultant will "roll up" to the active upline Sponsor on record.
 - E. The Company Consultant who is involuntarily terminated by Company may not reapply for a business, either under their present name or any other name or entity, ***without the express written consent of an officer of Company following a review***

by the Company Compliance Committee. In any event, such Consultant may not reapply for a business for twelve (12) months from the date of termination.

10.9 Effect of Cancellation

- A. Following a Consultant's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such Consultant:
 - I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Consultant's former organization or any other payments in association with the Consultant's former independent business;
 - II. Effectively waives any and all claims to property rights or any interest in or to the Consultant's former Downline organization; and
 - III. At the Company's sole discretion, shall receive commissions and bonuses only for the last full pay period in which they were active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Company.
 - IV. Consultants' bonuses and commissions constitute the entire consideration for their efforts in generating sales and all activities related to generating sales (including building a marketing organization).
 - V. Any amount owed to Company shall become immediately due.

11.0 WARRANTIES AND LIMITATIONS OF LIABILITY

11.1 Warranty; Disclaimer

Company warrants to Consultants that the Company products as and when delivered by Company shall be free from material defects. Company's sole obligation to Consultants, and Consultants' sole and exclusive remedy, for breach of this warranty shall be to return any defective Company products and receive a replacement or refund as described in Section 6. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE COMPANY PRODUCTS, THE SALES PROGRAM, COMPANY MARKETING MATERIALS, COMPANY BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THE CONSULTANT AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.**

11.2 Limitation of Liability

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A CONSULTANT OR COMPANY (INCLUDING ANY OF ITS RELATED PARTIES (AS DEFINED IN SECTION 13.3E) BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE CONSULTANT AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE COMPANY PRODUCTS, THE PROGRAM, COMPANY MARKETING MATERIALS OR COMPANY BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE CONSULTANT OR COMPANY (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION.

12.0 DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action - Purpose

It is the spirit of Company that integrity and fairness should pervade among its Consultants, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Company reserves the right to impose disciplinary sanctions at any time, when it has determined that a Consultant has violated the Agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by Company.

12.2 Consequences and Remedies of Breach

- A. Disciplinary actions may include one or more of the following:
 - I. Monitoring a Consultant's conduct over a specified period of time to assure compliance;
 - II. Issuance of a written warning or requiring the Consultant to take immediate corrective action;
 - III. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is

resolved or until Company receives adequate additional assurances from the Consultant to ensure future compliance;

- IV. Suspension from participation in Company or Consultant events, rewards, or recognition;
- V. Suspension of the Company Consultant Agreement and business for one or more pay periods;
- VI. Involuntary termination of the Consultant's Agreement and business;
- VII. Any other measure which Company deems feasible and appropriate to justly resolve injuries caused by the Consultant's Policy violation or contractual breach; OR
- VIII. Legal proceedings for monetary or equitable relief.

13.0 GRIEVANCES & DISPUTE RESOLUTION

13.1 Grievances

- A. If a Company Consultant has a grievance or complaint against another Consultant regarding any practice or conduct relating to their respective Company businesses, they are encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Company Compliance Department as outlined below in this Section.
- B. The Company Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Consultants involved.
- C. Company will confine its involvement to disputes regarding Company business matters only. Company will not decide issues that involve personality conflicts or unprofessional conduct by or between Consultants outside the context of a Company business. These issues go beyond the scope of Company and may not be used to justify a Sponsor or Placement change or a transfer to another Company organization.
- D. Company does not consider, enforce, or mediate third party agreements between Consultants, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:

- I. The Consultant should submit a written letter or email of the complaint directly to the Company Compliance Department. The letter shall set forth the details of the incident as follows:
 - a. The nature of the violation;
 - b. Specific facts to support the allegations;
 - c. Date(s) and number(s) of occurrences;
 - d. Persons involved; and
 - e. Supporting documentation.
- II. Upon receipt of the written complaint, Company will conduct an investigation according to the following procedures:
 - a. The Compliance Department will send an acknowledgment of receipt to the complaining Consultant.
 - b. The Compliance Department will provide a verbal or written notice of the allegation to the Consultant under investigation. If a written notice is sent to the Consultant, they will have five (5) business days from the date of the notification letter to present all information relating to the incident for review by Company.
 - c. The Compliance Department will thoroughly investigate the complaint and consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
 - d. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during that time. Consultant calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- E. Company will make a final decision and timely notify the Company Consultants involved.

13.3 Dispute Resolution

- A. **THIS PROVISION CONTAINS AN AGREEMENT THAT AFFECTS HOW CLAIMS A CONSULTANT MAY HAVE AGAINST COMPANY, OR CLAIMS COMPANY MAY HAVE AGAINST A CONSULTANT, WILL BE RESOLVED. THE PARTIES UNDERSTAND AND AGREE THAT THIS DISPUTE RESOLUTION AGREEMENT OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE CONSULTANT AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY**

OTHER PROVISION OF THE CONSULTANT AGREEMENT OR THE CONSULTANT AGREEMENT AS A WHOLE. CONSIDERATION FOR THIS DISPUTE RESOLUTION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO ARBITRATE CLAIMS. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE CONSULTANT AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THIS DISPUTE RESOLUTION AGREEMENT IS UNENFORCEABLE. THE FEDERAL ARBITRATION ACT ("FAA") SHALL GOVERN THIS DISPUTE RESOLUTION AGREEMENT WITHOUT GIVING EFFECT TO ANY STATE LAW TO THE CONTRARY.

Any controversy, claim or dispute of whatever nature arising between Consultant, on the one hand, and Company and/or the Related Parties (as defined in Section 13.3E), on the other, including but not limited to those arising out of or relating to the Consultant Agreement including these Policies and Procedures or the breach thereof, the sale, purchase or use of the Company products/services, or the commercial, economic or other relationship of Consultant and Company and/or the Related Parties (for purposes of this Section, each a "party"), whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise ("Dispute"), and any Dispute as to the arbitrability of a matter under this provision, shall be settled through negotiation, mediation or arbitration, as provided herein.

- B. **Mediation.** If a Dispute arises, the Parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the Parties involved in the Dispute may initiate negotiation by providing notice (the "Dispute Notice") to each involved Party setting forth the subject of the Dispute and the relief sought by the Party providing the Dispute Notice and designating a representative who has full authority to negotiate and settle the Dispute. Within ten (10) Business Days after the Dispute Notice is provided, each recipient shall respond to all other known recipients of the Dispute Notice with notice of the recipient's position on and recommended solution to the Dispute, designating a representative who has full authority to negotiate and settle the Dispute. Within twenty (20) Business Days after the Dispute Notice is provided, the representatives designated by the Parties shall confer either in person at a mutually acceptable time and place or by telephone, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. At any time twenty (20) Business Days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, regardless of whether negotiations are continuing, any Party may submit the Dispute to JAMS for mediation by providing notice of such request to all other concerned Parties and providing such notice and a copy of all relevant Dispute Notices and notices responding thereto to JAMS. In such case, the Parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in promptly scheduling the mediation proceedings and shall participate in good faith in the mediation either in person at

a mutually acceptable time and place or by telephone, in accordance with the then-prevailing JAMS's mediation procedures and this Section, which shall control.

- C. **Arbitration.** Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator or, for Disputes, a panel of three arbitrators, in Miami-Dade County, Miami, in the State of Florida in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS, Inc. No Party may commence Arbitration with respect to any Dispute unless that Party has pursued negotiation and, if requested, mediation, as provided herein, provided, however, that no Party shall be obligated to continue to participate in negotiation or mediation if the Parties have not resolved the Dispute in writing within sixty (60) Business Days after the Dispute Notice was provided to any Party or such longer period as may be agreed by the Parties. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as an arbitrator in the case. The Parties understand and agree that if the arbitrator or arbitral panel awards any relief that is inconsistent with the Limitation of Liability provision of these Policies and Procedures, such award exceeds the scope of the arbitrator's or the arbitral panel's authority, and any Party may seek a review of the award in the exclusive jurisdiction and venue of the courts in Miami-Dade County, in the State of Florida.

Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to the Consultant Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

This Section 13.3(c) shall survive any termination or expiration of the Agreement.

- D. **Waiver of Class Action and Jury Trial. THE NEGOTIATION, MEDIATION OR ARBITRATION OF ANY DISPUTE SHALL BE LIMITED TO INDIVIDUAL RELIEF ONLY AND SHALL NOT INCLUDE CLASS, COLLECTIVE, OR REPRESENTATIVE RELIEF. IN ANY ARBITRATION OF A DISPUTE, THE ARBITRATOR OR ARBITRAL PANEL SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. THE PARTIES UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION. THIS PARAGRAPH SHALL BE ENFORCEABLE WHERE THE APPLICABLE LAW PERMITS REASONABLE CLASS ACTION WAIVERS AND SHALL HAVE NO EFFECT OTHERWISE.**
- E. Although the Application & Consultant Agreement is made and entered into between Consultant and Company, Company affiliates, owners, members, managers and employees ("Related Parties") are intended third-party beneficiaries of the Application & Consultant Agreement for purposes of the provisions of the

Application & Consultant Agreement referring specifically to them, including this agreement to negotiate, mediate and arbitrate. The Parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Consultant and Company, and the Parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the other parties.

- F. To the fullest extent allowed by law: (i) the costs of negotiation, mediation and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, or other persons independent of all Parties acting with the consent of the Parties to facilitate settlement, shall be shared in equal measure by Consultant, on the one hand, and Company and any Related Parties involved on the other, except where applicable law requires that Company bear any costs unique to arbitration (which Company shall bear); and (ii) the arbitrator or arbitral panel or, in the case of provisional or equitable relief or to challenge an award that exceeds arbitral authority as described in this Section, the court, shall award reasonable costs and attorneys' fees to the person or entity that the arbitrator, arbitral panel, or court finds to be the prevailing party; provided, however, that if fees are sought under a statute or rule that sets a different standard for awarding fees or costs, then that statute or rule shall apply.
- G. Nothing in these Policies and Procedures shall prevent Company from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Company interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- H. Any Party may seek specific performance of this Section, and any Party may seek to compel each other Party to comply with this Section by petition to any court of competent jurisdiction. For purposes of any provisional or equitable relief sought under this Section, the Parties consent to exclusive jurisdiction and venue in the courts in Miami-Dade County, Miami, in the State of Florida, or the United States District Court for the Southern District of Florida. The pendency of mediation or arbitration shall not preclude a Party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the Parties agree not to defend against any application for provisional relief on the ground that mediation or arbitration is pending.
- I. **ANY AMENDMENT BY COMPANY TO THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION SHALL ONLY TAKE EFFECT UPON A CONSULTANT'S EXPRESS AGREEMENT TO SUCH AMENDMENT. A CONSULTANT MAY INDICATE THEIR AGREEMENT TO SUCH**

PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS THAT WILL APPEAR WHEN LOGGING IN TO THE COMPANY CORPORATE WEBSITE OR, THE CONSULTANT'S REPLICATED WEBSITE. COMPANY MAY TERMINATE THE CONSULTANT AGREEMENT OF ANY CONSULTANT WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY COMPANY OR THE CONSULTANT ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.

13.4 Governing Law

This Agreement is to be construed in accordance with and governed by the laws in Miami-Dade County, Miami, in the State of Florida, without regard to its choice of law principles, and the Federal Arbitration Act shall govern the Dispute Resolution Agreement of these Policies and Procedures and the Consultant Agreement without giving effect to any state law to the contrary.

14.0 MISCELLANEOUS

14.1 Severability

If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

14.2 Waiver

- A.** Only an officer of Company can, in writing, affect a waiver of the Company Policies and Procedures. Company's waiver of any particular breach by a Consultant shall not affect Company's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Consultant. A waiver in one instance does not constitute a waiver at any other point for that Consultant or for any other Consultant likely situated.
- B.** The existence of any claim or cause of action of a Consultant against Company shall not constitute a defense to Company's enforcement of any term or provision of these Policies and Procedures.

14.3 Successors and Claims

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

14.4 Assignment of Rights and Obligations under Consultant Agreement by Company

If Company's assets or the controlling ownership interest in Company is transferred to a third party, Company may assign its rights and delegate its duties and obligations under the Consultant Agreement to such third party as part of the sale or transfer without the Consultant's consent.

15.0 DEFINITIONS

ACTIVE CONSULTANT: A Consultant who satisfies the minimum volume requirements and has paid the required fees, as set forth in the Compensation Plan and these Policies, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each Consultant; includes the Consultant Agreement, the Company Policies and Procedures, and the Company Compensation Plan, all in their current form and as amended by Company in its sole discretion. These documents are collectively referred to as the "Agreement."

BUSINESS DAYS: Monday through Friday, excluding the weekend days of Saturday and Sunday. If a day within a period of Business Days, for purposes of counting, falls on a Monday through Friday on which there is a national holiday in which, for example, federal banks are closed, then that day shall not count as a Business Day.

CANCEL: The termination of a Consultant's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Consultants can generate commissions and bonuses.

CUSTOMER: A Customer who purchases Company products and does not engage in building a business or retailing product.

CONSULTANT: A generic term for any person or entity that has completed the Consultant Agreement with the Company and fulfilled all requirements to participate within the career path. A Consultant is able to recruit other Consultants, sell products and services, and build a Company business via retail sales and commissions earning.

LINE OF SPONSORSHIP (LOS): A report generated by Company that provides critical data relating to the identities of Consultants, sales information, and enrollment activity of each Consultant's organization. This report contains confidential and trade secret information which is proprietary to Company.

ORGANIZATION: The Customers and Consultants placed below a particular Consultant.

OFFICIAL COMPANY MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Company to Consultants.

PLACEMENT: A Consultant's position inside their Sponsor's organization.

RECRUIT: For purposes of Company's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Company Consultant or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE: Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labelling has not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Company labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, limited edition or similar labelling, shall not be resalable.

SPONSOR: A Consultant who enrolls a Customer, Retailer, or another Consultant into the Company, and is listed as the Sponsor on the Consultant Agreement. The act of enrolling others and training them to become Consultants is called "sponsoring."

UPLINE: This term refers to the Consultant or Consultants above a particular Consultant in a sponsorship line up to the Company. It is the line of sponsors that links any particular Consultant to the Company.