

POLICIES AND PROCEDURES

SECTION 1: THE COMPANY

Sucavu LLC (“Sucavu LLC” or the “Company”) is a cannabinoid company with an unlimited ceiling. Sucavu has a desire to make real change in this world through quality products and training.

SECTION 2: POLICIES AND PROCEDURES INCORPORATED INTO REPRESENTATIVE AGREEMENT

These Policies and Procedures (including the Compensation Plan and the Glossary incorporated herein by reference and attached as Appendices A and B hereto), in their present form and as amended from time to time at the sole discretion of the Company (the “Policies and Procedures”), are incorporated into and form an integral part of the Representative Agreement, which sets forth the Company’s and each Representative’s legal rights and obligations. Throughout these Policies and Procedures, where the term “Representative Agreement” is used, it refers to the legally binding agreement between the Company and each Representative, consisting of (i) a properly completed and submitted Representative Application that has been accepted by the Company; and (ii) these Policies and Procedures that are incorporated into and form an integral part of the Representative Agreement. It is the responsibility of each Representative to read, understand, adhere to and ensure that she or he is aware of and operating under the most current version of these Policies and Procedures. When sponsoring a potential Representative, it is the responsibility of the Sponsor to provide access to the most current version of these Policies and Procedures (including the Compensation Plan) to the new Applicant prior to that potential Representative’s submission of the Representative Application.

The Company may amend these Policies and Procedures at its discretion. The amended Policies and Procedures will become effective immediately upon posting on the Company’s website. Amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment(s) except where indicated. Representatives are responsible for regularly reviewing substantive changes to the Policies and Procedures.

Representatives’ continued participation in the Program following the effective date of the amended Policies and Procedures constitutes acceptance of any changes or additions. Capitalized terms used throughout these Policies and Procedures are defined in the Glossary (Appendix B).

SECTION 3: BECOMING A REPRESENTATIVE

3a. To become a U.S. Representative, one must:

- be 18 years of age or older;
- complete and submit a Representative Application that is accepted by the Company;
- be authorized to run a business, and have an address to which products, correspondence and other items may be sent, in the United States;
- not be in jail or prison or otherwise confined to a correctional institution;
- provide a valid email address not already associated with another Representative or Customer account, and valid credit card.

Any proprietorship doing business under an assumed name (DBA) must also submit a true and complete copy of its certificate of DBA if requested by the Company. A Business Entity (i.e., a corporation, limited liability company, partnership or trust) applying to be a Representative must also comply with the requirements of Section 5j.

3b. Independent Contractor Status:

Representatives shall not be treated as employees of the Company for any purpose including, without limitation, for federal, state or local tax purposes or for retirement or unemployment benefits.

Representatives are self-employed, nonexclusive independent contractors who are authorized by the Company to market and sell the Company Products and sponsor Representatives in the United States, and in any Authorized Country subject to having legal authorization to run a business and work in the applicable jurisdiction. Representatives are not, and shall not represent themselves to be, employees, agents or representatives of the Company or purchasers of a franchise. Any agreement between the Company and a Representative does not create an employee/employer relationship, agency, partnership or joint venture between the Company and such Representative. Representatives have no authority (expressed or implied), and shall not represent that they have any authority, to bind the Company to any obligation, contract or agreement. Representatives shall establish their own goals, hours, place of business and methods of sale, so long as they comply with the Representative Agreement.

Representatives are solely responsible for all decisions made and all costs incurred with respect to their business. All Representatives assume all entrepreneurial and business risk in connection with their business. Representatives are responsible for obtaining any state or local licenses, permits and other governmental approvals applicable to her or his business, including qualifications to transact business in states other than her or his domicile. There is no guarantee that there is or will be a market for the Company Products or that Representatives will earn or will not lose money.

3c. Getting Activated:

Once an Applicant has submitted a properly completed Representative Application, submitted any other documents that the Company may require, and the Company has accepted and processed the Representative Application, the Applicant will become a Representative and will be assigned a unique Identification Number and will be required to select a Password. It is the responsibility of the Representative to provide the correct Identification Number in all communication, verbal and written, to the Company.

- A Representative's Identification Number must be used by that Representative to identify herself or himself to the Company in all correspondence with the Company and may also be required for transactions. A Representative may, but is not required to, provide her or his Identification Number to Customers and potential Customers to assist the Company in identifying and linking the Customer or potential Customer to that Representative's account for online orders.

- A Representative's Password is considered Confidential Information and should not be shared with anyone. This Password is used by a Representative to access the Company's Website, through which she or he can order the Company's Products and/or access the Representative's performance history records, organizational status and Performance Reports.

SECTION 4: REPRESENTATIVE BENEFITS

Once an Applicant has become a Representative as described above, the Representative is able to participate in, and make good use of, the opportunities and benefits provided by the Program. These benefits include the ability of the Representative to:

- purchase the Company's Products at Representative Prices;
- sell the Company's Products as described herein;
- qualify and participate in the Compensation Plan (receiving Commissions and Performance Bonuses, if eligible);
- sponsor other potential Representatives into the Program to build a Downline and advance through the various levels under the Compensation Plan;
- receive periodic Company communications; and
- participate in Company-sponsored support, service and training, and in motivational, promotional, incentive and recognition programs for Representatives, upon payment of appropriate charges, if applicable.

SECTION 5: REPRESENTATIVE REQUIREMENTS AND RESTRICTIONS

5a (Removed)

5b. No Inventory Requirements / 70% Rule:

Representatives are not required or encouraged to purchase or carry any amount of inventory of the Company's Products. Indeed, Representatives have active accounts and earn Commissions and Performance Bonuses without carrying any inventory. Orders may be transacted directly with the Company on behalf of the Representative through the Company's Website. Representatives receive full credit for all such sales without the need to carry any inventory. Representatives may, at their option, purchase the Company's Products in bulk for resale to Customers, provided that the Representative retains receipts showing that at least 70% of those Company's Products were resold to one or more different Retail Customers or were otherwise used in support of business activities (e.g., incentives or demonstrations) within thirty (30) days of the last applicable order delivery date. Products not sold to Retail Customers or used for business activities should be for personal use within thirty (30) days of the order delivery date. Any such purchases by a Representative may not be for the purpose of qualification for Recognition Titles or Performance Bonuses, and must not be excessive in relation to the earnings of any Representative who makes such purchases. Furthermore, falsely representing the sale or use of Company's Products is grounds for termination of the applicable Representative Agreement and Business. The Company reserves the right to require further documentation concerning any bulk or large orders to ensure compliance with this Section. Moreover, any Representative purchasing Company's Products in excess of \$1000 in any calendar month will be subject to the requirements set forth in Section 5c, below.

5c. Purchase Limitations:

All Representatives purchases of Company's Products in excess of \$1000 during any calendar month are subject to review by the Company. In addition to the 70% sale requirement stated in Section 5b above, such orders must be supported by receipts retained by a Representative demonstrating they were sold to at least three (3) different Retail Customers and/or provided as incentives to at least three (3) individuals. Also, as part of this review, and in addition to the sales receipts, Representatives may be required to complete a Monthly Retail Sales Record Form, detailing the date of the sale to the Retail Customer, the Retail Customer name, the products sold, the method of payment and the total sale amount. The Company's obligation to repurchase the Company's Products as set forth in Section 10 will not apply with respect to Representative purchases that fail to comply with Sections 5b and 5c. The Company reserves the right to rescind qualification for Recognition Titles or Performance Bonuses, including incentive trips and car allowances, or to claw back Commissions, in instances in which a Representative is found to have placed excessive orders, whether those orders are placed in her or his own Representative account or in a Customer account.

5d. Representative Status:

An Applicant becomes a Representative when her or his Representative Application is accepted by the Company. A Representative remains a Representative in the Program by: (i) renewing her or his Representative Agreement in accordance with Section 5l below on each anniversary date and acceptance of such renewal by the Company; (ii) complying with the requirements of the Representative Agreement; and (iii) not have a terminated account status.

5e. Eligibility:

The Company reserves the right to accept or reject any Representative Application for any reason at its sole discretion. Without limiting the generality of the foregoing, the Company reserves the right to reject any Representative Application if the Company determines in its sole discretion that its acceptance of a Representative Application would result in any actual or potential conflict of interest or would call into question the independence of a Representative.

5f. (Removed)

5g. Spouses and Common Law Married Couples:

If spouses or common law married couples both wish to be Representatives, they both must be registered using different Social Security Numbers. Children over the age of eighteen (18) residing with their parents who meet all of the eligibility requirements may have their own Representative-ships. For information regarding the disposition of a spousal or common law Representative-ship upon divorce or separation, see Section 14b. For information on Transferring a Representative-ship to a Spouse, see Section 14a.

5h. Territory:

No Representative shall assert or imply that she or he has ownership of, or exclusivity in, any particular geographic area, territory, market or region. All Representative-ships are nonexclusive, and all Active Representatives have the full right to market and sell the Company's Products and otherwise conduct their Representative-ships in her or his Home Country and in any Authorized Country, in accordance with the terms of the Representative Agreement. Representatives may not market or sell the Company's

Products or otherwise conduct their Representative-ships in any geographic area or territory outside of her or his Home Country or any Authorized Country. Representatives may only market or sell the Company's Products or otherwise conduct their Representative-ships in jurisdictions outside of any Authorized Country in the event The Company advises its Representatives that they may do business in that country, subject to any conditions and limitations of such advisory. Notwithstanding the foregoing, Representatives doing business in jurisdictions outside of the United States shall do so pursuant to that jurisdiction's Policies and Procedures and the Representative shall be responsible for complying with the laws of such jurisdiction, including tax and immigration laws. See Section 5n below for rules relating to cross-border activities.

5i. Representative Information:

Each Representative is responsible for keeping her or his Representative Information up to date and accurate, and must immediately update any changes in her or his Team Office account. It is particularly important that a Representative provides The Company with her or his current email address, since email is one of the primary ways that The Company and a Representative's Upline will communicate with the Representative. By agreeing to these Policies and Procedures, the Representative consents to receiving emails from The Company as well as from her or his Upline. Each Representative may modify her or his Representative Information (e.g., update an address, phone number or email address). Representative agrees that The Company may share with Representative's Upline her or his name, telephone number, address, email address and select sales performance data for all Representatives in their Downline. No Social Security Number nor credit card number shall be shared with a Representative's Upline without separate express permission by Representative to allow such personal information sharing. By providing her or his email address and telephone number, Representative agrees to disclose her or his email address and telephone number to The Company as well as to her or his Upline. To change a Tax Identification Number, please refer to Section 5j. Without limitation of the foregoing, a Business Entity that is a Representative must immediately report any changes in its Beneficial Ownership to The Company. A Representative must submit appropriate legal documentation in support of any name change request.

5j. Business Entities/Change in Representative-ships:

A Representative enrolled as an individual may apply to transfer her or his Representative-ship to a corporation, limited liability company, partnership or trust. To effect such a transfer, a corporation, limited liability company, partnership or trust must:

- be incorporated or organized in the United States, the District of Columbia, Puerto Rico or Guam;
- have its principal place of business in the United States, the District of Columbia, Puerto Rico or Guam;
- have a valid Federal Tax Identification Number;
- complete, sign and submit a Business Entity Registration Form that is accepted by The Company (see Business Entity Registration Form in the TEAM OFFICE Library for more details);

- if requested by The Company, submit a true and complete copy of the organizational and charter documentation (e.g., certificate of incorporation, articles of organization, certificate of formation, operating agreement, trust agreement, etc.) of such corporation, limited liability company, partnership or trust; and

- have a valid email address and a valid credit card.

In addition, the Beneficial Owner of the corporation, limited liability company, partnership or trust, must assign her or his Representative Agreement to the Business Entity Applicant pursuant to the Business Entity Registration Form. All other Beneficial Owners of the Business Entity must be identified in the Business Entity Registration Form.

A corporation, limited liability company, partnership of any nature or trust is referred to in these Policies and Procedures as a "Business Entity."

All Beneficial Owners of a Representative-ship that is a Business Entity shall be jointly and severally liable for, and shall indemnify and hold harmless The Company from and against, any breach of the Representative Agreement by such Business Entity or any indebtedness or other obligation to The Company of such Business Entity.

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 Representative Agreement, including the failure of their employees, contractors or agents to adhere to these Policies and Procedures. See Section 5k for further information.

A Representative-ship that is a Business Entity and undergoes a change of Beneficial Ownership must comply with Section 14d or it may have its Representative Agreement and Representative-ship terminated.

A Representative-ship that is a Business Entity may not use any trade name, business name or DBA that includes any Company's Trademark.

Subject to the above requirements and restrictions, a Representative may change a Representative-ship's status from a sole proprietorship to a corporation, limited liability company, partnership or trust, or from one type of Business Entity to another, by submitting a new Business Entity Registration Form. In addition, a Representative may add her or his spouse to a sole proprietorship as a co-applicant to the Representative's existing Representative-ship by submitting a new Representative Application in the form of a partnership. In each such case, upon The Company's acceptance of the new Representative Application and, if applicable, the Business Entity Registration Form, the Representative's original Representative Agreement will cease to be in effect and will be replaced and superseded by the newly formed Representative Agreement. Note that none of the changes described above will permit a Representative to change Sponsors, except as specified in Section 7d, or to assign or transfer a Representative-ship except as specified in Section 14a.

5k. Actions of Household Members, Employees, Agents, etc.:

Each Representative is responsible for the actions of her or his immediate household members, except for children over the age of eighteen (18) who have their own Representative-ship pursuant to Section 5g. Each Representative is also responsible for the actions of the Representative's employees,

contractors and agents, and each Representative-ship that is a Business Entity is responsible for the actions of its owners, officers, directors, employees, contractors and agents. If any such household member or such owner, officer, director, employee, contractor or agent engages in any activity which, if performed by the Representative, would violate the Representative Agreement, including a failure to adhere to these Policies and Procedures, such activity will be deemed a breach by the Representative and The Company may terminate the Representative-ship and/or seek other appropriate remedies against such Representative as detailed in the Representative Agreement. In appropriate circumstances, The Company may elect to first provide notice to the Representative allowing her or him time to cure the breach prior to taking further action.

5l. Representative Agreement Renewal:

A Representative Agreement commences on the date of activation and must be renewed on an annual basis. A Representative's failure to renew her or his Representative Agreement upon the one (1) year anniversary of the activation date may result in the termination of her or his Representative Agreement.

The Company will send the Representative a renewal notice no later than thirty (30) days prior to the anniversary date of acceptance by The Company of the original Application. If a Representative wishes to apply to renew her or his Representative Agreement, the Representative must complete the renewal process and pay the annual renewal fee. Failure to do so may result in termination of the Representative Agreement within thirty (30) days. The Company reserves the right to refuse any renewal request. If a Representative Agreement is terminated for non-renewal, the affected Representative may re-enroll in accordance with Section 15d of the Policies and Procedures.

5m. Income Taxes:

Each Representative is responsible for paying (and will indemnify and hold The Company harmless from) all local, state, federal and other taxes on any income derived from the sale of the Company's Products and any payments or other monetary or non-monetary compensation under this Agreement. The Company will provide the Internal Revenue Service's Form 1099 MISC (non-employee compensation) earning statement for each U.S. resident Representative who had global compensation of \$600 or more in the previous calendar year paid to her or him in the U.S. or made purchases from The Company during the previous calendar year of \$5,000 or more. The Company will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on a Representative's behalf. If for any reason a Representative provides an invalid Social Security Number or Tax ID and does not provide a valid Social Security Number or Tax ID, once requested, within sixty (60) days, The Company reserves the right to terminate her or his Representative-ship.

5n. Cross-Border Activity - Conducting Business in a Home Country:

A Representative Agreement is specific to the country in which a Representative enrolls ("Home Country"). A Representative must have legal authorization to run a business in her or his Home Country and must provide to The Company upon enrollment a valid address in such Home Country to which Company's Products, correspondence or other items may be shipped. A Representative may make purchases, sell the Company's Products and sponsor other Representatives within her or his Home Country. Additionally, a Representative may sponsor Representatives and sell to Retail Customers in

countries outside her or his Home Country and make sales to them via the Company's Website or the Representative's PWS, so long as The Company has direct selling operations in such other country. Representatives may not purchase Company's Products in their Home Country and physically transport them across a country border to sell the Company's Products in another country. See below for further details regarding conducting business outside a Home Country. The Company currently has direct selling operations in the United States (including the District of Columbia, Puerto Rico and Guam)

5o. Cross-Border Activity - Conducting Business Outside a Home Country:

Conducting Business in a Location where the Company Currently does Business, an "Authorized Country":

If a Representative wishes to cross a border to do business on the ground in a country where The Company has direct selling operations that is outside her or his Home Country (an "Authorized Country"), the Representative must ensure that she or he has the proper authorization to work or run a business in such Authorized Country. Representative must make sure to comply with all applicable laws of the Authorized Country, including but not limited to, all immigration, visa and registration requirements. Short term trips and visits for the purpose of meetings, negotiations and training may require business visitor status in such Authorized Country or even a visa in some cases, depending on the country the Representative is visiting. For further details and information, Representative should consult her or his own immigration attorney.

Tax Consequences Relating to U.S. Representative Business Activities Physically Performed in Other Authorized Countries:

In some circumstances, U.S. Representatives who conduct business activities in other Authorized Countries may be subject to certain tax consequences. Representatives should seek advice from their own tax advisors with respect to the tax implications of working in other Authorized Countries.

Conducting Business in a Location where the Company does not do Business, an "Unauthorized Country":

If a Representative wishes to cross a border to do business on the ground in a country where The Company does not yet have a direct selling business (an "Unauthorized Country"), the Representative is limited to providing business cards and attending small (less than five (5) person) meetings where Representative may discuss her or his current business and general aspects of the The Company business as they apply in Authorized Countries, but may not otherwise make attempts to establish a Downline or promote the Program. Representative may not use flyers, cold calling, mass emailing or mass soliciting of any kind to promote her or his business in an Unauthorized Country. In addition, Representative may not do any of the following in an Unauthorized Country:

- A. Import or facilitate the importation of, sell or distribute in any manner, the Company's Products;
- B. Place any type of advertisement or distribute any promotional material regarding The Company (unless previously approved by The Company);
- C. Conduct training meetings;

D. Solicit or negotiate any agreement for the purpose of committing a citizen or resident of an Unauthorized Country to the opportunity or a specific Sponsor. Furthermore, Representatives may not sign up citizens or residents of an Unauthorized Country by using forms from an Authorized Country, unless the citizen or resident of the Unauthorized Country has, at the time of enrollment, an address to which products, correspondence and other items can be sent, as well as legal authorization to work, in the Authorized Country. It is the Representative's responsibility to ensure compliance with any residency and work authorization requirements;

E. Accept money or other consideration, or be involved in any financial transaction with any prospective Representative, either personally or through an agent, for purposes relating to the Company's Products or the opportunity, including renting, leasing or purchasing facilities for the purpose of promoting or conducting The Company related business; or

F. Promote, facilitate or conduct any type of activity which exceeds the limitations set forth in these Policies and Procedures or which the Company, in its sole discretion, deems to be contradictory to its business or interest in international expansion.

5p. International Sponsorship:

- (i) If you wish to sponsor Representatives in an Authorized Country that is not your Home Country, you must comply with all applicable laws of that specific Authorized Country, including but not limited to, all immigration, visa and registration requirements, and comply with Policies and Procedures of that Authorized Country. Provided you are compliant with such laws and applicable Policies and Procedures, you may sponsor new Representatives in an Authorized Country other than your Home Country. Notwithstanding the above provisions, you may not import, sell or distribute Company's Products from one Authorized Country to another Authorized Country.
- (ii) The Company reserves the right to designate certain countries wherein all pre-marketing conduct is expressly prohibited. It is a Representative's responsibility, prior to each instance of conducting pre-market opening activities in any Unauthorized Country, to verify with The Company any allowable activity unless previously approved by the Company.

SECTION 6: REPRESENTATIVE BUSINESS PRACTICES

6a. Media Inquiries:

Representatives may not respond to media inquiries regarding the Company, the Company's Products, the Program or any other aspect of The Company's businesses. All such media inquiries should be immediately referred to the Company's Corporate Communications Team at [702-602-7555]. This policy is designed to ensure that accurate and consistent information is provided to the public.

If Representatives are approved to communicate with media regarding The Company, they are not to provide direct referrals to their website or PWS, phone number or other personal contact information. The only reference that should be provided is the Company's Website or to contact [702-602-7555].

For additional advertising guidelines, refer to Section 11.

6b. Adherence to the Program:

Representatives shall present the Program in a truthful and accurate manner consistent with the Representative Agreement and the Company's Marketing Materials. Representatives shall not offer the Program through or in combination with any other system, program or method of marketing. Representatives shall not promote, require or encourage any current or potential Customers or Representatives to: (i) participate in the Program in any manner that varies from the Program as set forth in the Representative Agreement and the Company's Marketing Materials; or (ii) execute or adhere to any agreement or contract other than the Representative Application and these Policies and Procedures in order to become Representatives and participate in the Program.

6c. Product Claims:

- (i) Product Claims in General: Representatives shall not make any claims or representations regarding the Company's Products other than those claims and representations found in the Company's Marketing Materials. The Company sells eight categories of products: CAVU COMPLETE, CAVU SKIN CARE, CAVU EATS, CAVU FIT, CAVU CLEAN, CAVU OILS, CAVU PET and CAVU SWAG. Any claims regarding changes to the structure or function of the body must be strictly limited to the claims found in Company's Marketing Materials and product labeling. For additional information on Product Claims for use on Social Media or in Newsletters, refer to Sections 11k and 11o.
- (ii) "Before and After" Photos. "Before and after" photos claiming results for conditions other than those indicated on the product labeling may not be used for any purpose. Representatives may use the "before and after" photos and product stories that The Company publishes in support of the Company's Products. "Before and after" photos and product testimonials may be submitted for suggested publication via the Company's Website. If a Representative wishes to use her or his own personal "before and after" photos, the subsequent guidelines must be followed: (i) the Representative must identify herself or himself as an Independent Representative for The Company and the subject of the photo; (ii) the information shared must represent the Representative's honest opinions, findings, beliefs and experiences from using Company's Products; (iii) the information shared must clearly and conspicuously disclose the substantiation of representations conveyed (e.g., how often and how long the Company's Products were used or whether any other products or treatments contributed to the results); (iv) makeup must be removed and hair pulled back from the face; (v) photos must be in focus, in a portrait landscape and with a well-lit, plain background; (vi) photos must be supported by and consistent with The Company' label claims; (vii) the "before and after" photos must be taken under the same conditions; and (viii) touch-ups and photo editing are not permitted. If a Representative wishes to use "before and after" photos or product testimonials of a Customer, friend or family member, in addition to the foregoing requirements, the Representative must obtain permission from the person who is the subject of the photos or testimonial. A Representative who posts a "before and after" photo or product testimonial on social media sites is responsible for ensuring that all requirements of this Section are met. Such photos and testimonials may be shared on social media sites, unless the Representative who shares it has any reason to believe that the foregoing requirements have not been met. Any other photos or

testimonials relating to the Company's Products are considered prohibited Product Claims.

6d. Income Claims Prohibited:

Representatives shall not make claims or representations of potential or guaranteed income or profits in connection with the Program. Any amounts that Representatives earn through the Program are based only on the sale of Company's Products and not on the mere act of sponsoring other Representatives. The Federal Trade Commission and several states have laws and/or regulations that prohibit certain types of income claims and testimonials by persons engaged in direct selling/network marketing. While Representatives may believe it beneficial to tell other Representatives and potential Representatives about their earnings or the earnings of others, such claims may have legal consequences and adversely impact The Company as well as the Representatives making the claims, unless appropriate disclosure required by law is also made contemporaneously with the income claim. Because Representatives generally do not have the information necessary to comply with such legal requirements, when discussing the Program with other Representatives or potential Representatives, Representatives may not make any projections, claims or estimates regarding such other Representatives' potential or guaranteed income from the Program, or disclose their own income from the Program (including by showing Account statements, checks, copies of checks, bank statements, tax records or other such documents).

Lifestyle claims (e.g., my Company business allowed me to buy a house, retire from my other job, allow my spouse to quit her or his job, or take a luxury vacation) are considered to be equivalent to income claims. Similarly, hypothetical income examples that are used to explain the operation of the Compensation Plan are also considered to be analogous to income claims. Representatives may make lifestyle claims or provide hypothetical income examples only if the following conditions are met: (i) the information must be accurate and not misleading; (ii) the level of effort required to achieve the results described must be fully detailed; (iii) claims of potential or guaranteed income may not be made; (iv) actual earnings may not be disclosed; (v) hypothetical income examples must be clearly indicated as such; and (vi) the Income Disclosure Statement must be provided in all instances.

Any writings, including social media personal posts and profiles, email signature blocks, or written personal stories that include any lifestyle claim must include the following statement:

"This is my unique story." Or, "My experience with Sucavu has been..." "My personal journey with Sucavu has ..."

A copy of the Income Disclosure Statement should be handed out if speaking about lifestyle claims during in-person meetings. Further, posting a picture or message proclaiming your lifestyle success and tying it to The Company, either by explicitly referring to The Company, or by saying "my company," "the company," or when using any implicating hashtags, you must include the above disclaimer.

In addition, if the income and/or lifestyle claim is geared toward recruiting, the following, more robust disclaimer, must be included:

“This is my unique story. Actual earnings vary significantly; no income is guaranteed.” Or, “My experience with Sucavu has been...” “My personal journey with Sucavu has ...”

For additional information on use of the disclaimer in social media posts and elsewhere, and on Income Claims generally, refer to Sections 11k and 11o.

6e. No Representations Regarding Governmental Approval:

Representatives may not represent that the Company’s Products or the Program have been approved or endorsed by any governmental or regulatory agency. In addition, Representatives may not make any claims or representations regarding the Company’s Products that constitute off-label drug claims. Notwithstanding the foregoing, Representatives may represent that Company’s Products meet other safety guidelines and regulations.

6f. No Repackaging or Re-labeling:

Representatives may not re-label or alter the labels on any Company’s Products, Company’s Marketing Materials or other information or materials related to the Program in any way, other than as authorized or directed by The Company. Representatives may, however, affix their address labels to the Product packaging, but must affix the labels in a way that does not impair the ability to return such Products and may not cover any other text on the label. Please refer to Section 10e. Representatives may not repackage or refill any Company’s Products. The Company’s Products must be sold in original Company containers only. Repackaging or re-labeling may violate applicable laws, which could result in civil damages or criminal penalties. Civil liability may also result if a person using the Company’s Products suffers any type of injury or property damage due to the repackaging or re-labeling of the Company’s Products.

6g. Performance Reports (Downline Activity):

The Company will make online Performance Reports available to Representatives for the sole purpose of supporting communication and Representative-ship with their own respective Downlines and the development of their own respective Representative-ships. The Performance Reports will contain names, telephone numbers, addresses, email addresses and select sales performance data for all Representatives in their Downline. Representatives agree to allow their performance information to be included in the Performance Reports provided to their Upline. All Performance Reports and the information contained therein are the Confidential Information of The Company and must be treated as such pursuant to Section 6r. In particular, except as expressly permitted by Section 6r, Representatives must not:

- directly or indirectly disclose any information contained in any Performance Reports to any third party;
- use such information to compete with The Company or for any purpose other than supporting communication and Representative-ship with their own respective Downlines and the development of their own respective Representative-ships;
- encourage or solicit any Customers or Representatives listed in a Performance Report to alter their business relationship with The Company; and

- directly or indirectly disclose their Password to anyone.

6h. Ethical Marketing:

Representatives shall safeguard and promote the good reputation of the Company. Representatives shall at all times conduct their Representative-ships in a manner that reflects favorably on the Company's Products and the good name, goodwill and reputation of The Company. Representatives shall not engage in deceptive, misleading or unethical conduct or practices that are or might be detrimental to The Company, the Company's Products, or the public, including, without limitation, disparagement of The Company or the Company's Products (as discussed in more detail below). Representatives shall comply with all laws, rules, regulations and governmental requirements applicable to the operation of their Representative-ships and performance under this Agreement, including the marketing, promotion and sale of the Company's Products. In addition, Representatives shall: (i) not publish or use any misleading or deceptive advertising material regarding the Company's Products or the Program; (ii) honor the Satisfaction Guarantee with respect to all Company's Products; (iii) not make any statements, representations, guarantees or warranties regarding the Company's Products or the Program that are inconsistent with those set forth in the Representative Agreement and Company's Marketing Materials (whether with regard to prices, quality, performance, standards, grades, contents, style or model, place of origin, availability or otherwise); (iv) distribute the Company's Products only as shipped by The Company, unopened, and with all documentation, packaging and other supplemental materials intact; and (v) not alter or modify any Company's Product or packaging, or take any action that affects or could affect the appearance, quality, content or performance of any Company's Product, other than as authorized or directed by The Company.

6i. Retail Sales Receipts:

In the event of a Product resale conducted directly between a Representative and a Customer, a Representative must provide her or his Customer with two copies of a retail sales receipt at the time of the sale. The retail sales receipt sets forth certain Customer protection rights afforded by federal law. A Representative is required to inform her or his Customer that they are entitled to cancel any purchase of \$25 or more within three (3) Business Days from the date of the sale (five (5) Business Days for Alaska residents who purchase \$10 or more, fifteen (15) Business Days for North Dakota residents aged 65 or older who purchase \$50 or more and fifteen (15) days after enrollment for Montana Representatives). Representatives must retain copies of their retail sales receipts for a period of two (2) years and furnish them to The Company at the Company's request. The Company will maintain records documenting the purchases made by Customers through a Representative's Personal Website (PWS) or the Company's Website.

6j. Criticism and Disparaging Remarks:

The Company strives to provide the best products, compensation plan and service in the industry in support of the business for each and every Independent Representative. Accordingly, we value constructive comments and input from Representatives. While the Company welcomes constructive comments and input, destructive criticism and disparaging remarks made via public or private communications by Representatives about The Company, the Company's Products or the Program serve no purpose other than to undermine the enthusiasm and business development efforts of other Representatives. For this reason, and to set the proper example for their Downlines, Representatives

must not criticize or disparage The Company, other Representatives, the Company's Products, the Program, or The Company's directors, officers or employees. This includes any criticism or disparaging remarks posted on the Internet or any other public forum, both during the period of the Representative-ship and after it is terminated.

Complaints or concerns regarding The Company or the Company's Products should be directed to the Sales Support Department at 702-602-7555. Complaints or concerns regarding other Representatives should be directed to the Compliance Department at 702-602-7555 ext 1. Disputes or disagreements between any Representative and The Company shall be resolved through the dispute resolution process set forth in the Representative Application and in these Policies and Procedures.

6k. Professional Conduct:

Representatives are expected to conduct themselves in a professional manner at all times and not to engage in any activity that could damage the Company's good reputation or create an environment that inhibits other Representatives from developing their own respective Representative-ships. While it is not possible to provide a comprehensive list of behaviors that fall outside the level of professional conduct and integrity expected of Representatives, Representatives should recognize that the following forms of misconduct may lead to remedial action:

- sexual harassment;
- verbal abuse;
- racial, religious, gender or sexual orientation discrimination, intolerance or abuse;
- any activity that advocates, promotes or incites hatred, violence or discrimination in any form;
- unfair criticisms of, or accusations regarding, fellow Representatives or The Company, made without a good faith belief in the truth of the matter stated;
- fraudulent, misleading or deceptive conduct; and
- failure to cooperate with an investigation conducted by The Company and/or failure to provide information requested by The Company, including but not limited to a valid Social Security Number or Tax ID number.

Please note that personal differences between team members that do not rise to the level of the above listed misconduct may be handled through coaching and consequences will vary based on the severity of the issue.

6l. Reporting Policy Violations:

Representatives who become aware that another Representative has violated the Representative Agreement or believe that an employee or representative of The Company has engaged in conduct that violates the professional standards of Section 6k above should promptly notify the The Company Compliance Department. Details of the incident (such as dates, number of occurrences and persons involved) and any supporting documentation should be included in the report to the extent available. Please report violations to 702-602-7555.

6m. Security:

All Representatives must adopt, implement and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of Confidential Information and Customer 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 or Customer Data after transferring information into the The Company data systems. Without limitation of the preceding sentence or the provisions of Section 6r regarding Confidential Information, Representatives must keep Customer Data and other Confidential Information secure from all persons who do not have legitimate business needs to see or use such information. In the case of Customer Data, such business needs must have been disclosed to the Customer and the Customer must have provided her or his informed consent to them. If Representatives dispose of any paper or electronic record containing Customer Data and other Confidential Information, Representatives shall do so by taking all reasonable steps to destroy the information in a manner that preserves its security, such as by: (i) shredding; (ii) permanently erasing and deleting; or (iii) otherwise modifying the Customer Data and other Confidential Information in those records to make it unreadable, non-reconstructible and indecipherable through any means. Upon request, Representative will certify to The Company that all forms of the requested Confidential Information and Customer Data have been destroyed and will describe any exceptions.

6n. Reporting Security Breaches:

Representatives 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 Customer Data, the applicable Representatives shall promptly notify the applicable Customers, the Company Compliance Department and, if required by The Company or applicable law, the applicable privacy commissioner or other regulatory body, in writing after becoming aware of such Security Breach. Any such notification shall be made in compliance with the applicable law and shall specify the following: (i) the extent to which Customer 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. Representatives shall promptly comply with all applicable information Security Breach disclosure laws. Representatives, at their expense, shall cooperate with The Company, any applicable privacy commissioner or other regulatory body and the applicable Customers and use their best efforts to mitigate any potential damage caused by a breach of their obligations under the Representative Agreement or any law applicable to Customer Data, including by sending notice to the affected individuals, applicable agencies and consumer reporting agencies, if such notification is required by law or by The Company in its sole discretion.

6o. Venues: Commercial Outlets:

The Company is a person-to-person marketing company and as such does not allow the Company's Products to be sold or displayed in, or otherwise distributed through, retail establishments open or available to the general public or otherwise available to "walk-in" Customers. This includes department stores, health food stores, beauty supply outlets, schools, supermarkets, pharmacies, mall booths, kiosks, discount establishments, swap meets, drugstores, flea markets, specialty gift shops or any other business or commercial establishment that is open or available to the general public. No Representative shall: (i) sell, display or distribute any Company's Products in or through any such establishment; (ii) sell any Company's Products to any Customer that the Representative knows or has reason to believe may resell such Company's Products in or through any such establishment; or (iii) solicit or encourage any third party to do any of the foregoing. For rules regarding sales and marketing on the Internet, see Section 11.

Personal Service Facilities:

Subject to the requirements set forth in this Section, Company's Products may be sold or displayed in personal service facilities if owned and operated by a Representative. Personal service facilities may include but are not limited to the following: (i) offices and other areas located in private clubs that are not accessible to or in view of the general public; (ii) the private offices of professionals who operate by appointment only (e.g., doctors, dentists, chiropractors, etc.); and (iii) beauty salons or spas that operate by appointment only. The Company allows the sales of Company's Products in such personal service facilities, consistent with local laws and regulations, so long as there are no signs, flyers, advertisements or products visible from outside of the personal service facility. Any owner of any such personal service facility where the Company's Products are sold or displayed must be a Representative in good standing and sign a special agreement confirming that her or his business complies with the foregoing requirements. Furthermore, each Representative with a personal service facility is responsible for the actions of her or his non-Representative employees and independent contractors. If any such non-Representative employee or independent contractor engages in any activity which, if performed by the Representative, would violate the Representative Agreement, including a failure to adhere to these Policies and Procedures, such activity will be deemed a breach by the Representative and The Company may terminate the Representative-ship and/or seek other appropriate remedies against such Representative as detailed in the Representative Agreement. In appropriate circumstances, The Company may elect to first provide notice to the Representative allowing her or him time to cure the breach prior to taking further action.

Events:

Representatives may display and/or sell the Company's Products and The Company authorized signage at events that are limited in duration with an environment that is appropriate for promoting The Company' brand integrity. Events consistent with The Company' brand integrity may include trade shows, professional expositions, state fairs, health fairs, conventions and bridal shows. On the other hand, swap meets, garage sales, flea markets, and other similar events are not conducive to The Company' professional image. Advance approval from The Company is not required to attend an event, but Representatives must use their best judgment in deciding whether a particular event is an appropriate forum to promote the Company's Products or the Program.

Representatives are responsible for registering to attend an event and confirming with the event manager that all event specific requirements are met. For example, some promoters have a policy that

allows only one vendor for a product brand to have a display at a function or may have other policies that prohibit a vendor from participating. It is therefore the Representative's responsibility to ensure that the promoter will allow her or him to display before making a deposit with the promoter. While representing The Company as Independent Representatives at an event, Representatives must personally comply with the Policies and Procedures and are responsible for the actions of any non-Representative individuals who work the event to promote The Company. Representatives understand and agree that they must defend and hold The Company and its agents, stockholders, members, employees, directors, officers and attorneys harmless from any claims by third parties related to their participation in events not sponsored by The Company.

If a Representative plays music at her or his event, it is the responsibility of such Representative to obtain a proper license to play such song(s) with performing rights organizations such as ASCAP, BMI, GMR or SESAC or to obtain a business account from a streaming service such as Pandora.

Please note that The Company does not offer liability insurance and will not provide the Company Tax Identification Number for any event, and will not consign Company's Products, Company's Marketing Materials, Company's Business Supplies or other types of merchandise or materials for display, use or sale at any event.

Other:

Other than sales through the Company's Website, a Sucavu Personal Website (PWS), or via the events as described above, sales must be made through personal one-on-one marketing to people with whom Representatives have established a business or personal relationship. The term "business or personal relationship" means an existing or developed relationship formed by a voluntary two-way communication between a Representative and a person on the basis of: (i) an inquiry, application, purchase or transaction by the person regarding Products offered by the Representative; or (ii) a personal or familial relationship whose relationship has not been previously terminated by either party.

The Company discourages Representatives from engaging in door-to-door solicitation for sales. Should a Representative conduct business in this manner, she or he must ensure compliance with applicable state or local laws regarding door-to-door sales or solicitation. Certain state or local laws impose restrictions on the time of day during which such solicitation may take place, and/or require door-to-door sellers to register with the state or local authorities or obtain a government-issued identification card. These jurisdictions may also impose fines for non-compliance.

6p. Account Maintenance:

Each Representative is solely responsible for maintaining her or his account with The Company and remitting all payments due in a timely manner. Should a Representative's account go into collection, the Representative will be responsible for (and will indemnify and hold harmless The Company from and against) all costs and fees incurred by The Company in the collection of the amount due. The Representative agrees to allow The Company to deduct any amount due and any such costs and fees from the Representative's account and/or any Commissions, Performance Bonuses or other amounts due to the Representative.

6q. (Deleted)

6r. Confidential Information, Non-Solicitation and Competitive Businesses:

The Company's relationship with its Representative is a valuable asset to the company. The Company provides extensive support to aid its Representatives in achieving their goals, including access to The Company's sensitive, confidential and proprietary information and trade secrets. At the same time, The Company seeks to protect this information as well as its goodwill. Therefore, The Company and Representative agree as follows:

A Representative shall not disclose to any third party Confidential Information (as defined in Appendix B). All such Confidential Information is the property of The Company and is not owned by The Company Representatives. A Representative shall use the same degree of care to protect Confidential Information that she or he uses to protect her or his own sensitive and proprietary information. Both during the term of her or his Representative Agreement and indefinitely thereafter, a Representative shall: 1) use Confidential Information only for the purposes of performing her or his obligations or exercising rights under her or his respective Representative Agreement, and 2) limit access to Confidential Information to only those persons who have a legitimate need to know such information in the performance of Representative's rights and obligations under her or his respective Representative Agreement. Each person who is given access to Confidential Information shall be bound by a confidentiality obligation at least equivalent to the confidentiality obligations of each Representative under her or his respective Representative Agreement. A Representative shall be responsible for the acts and omissions of her or his respective employees, contractors and agents with respect to such confidentiality obligations.

Notwithstanding the foregoing, a Representative may disclose Confidential Information to the extent she or he is legally compelled to do so, provided, however, that prior to any such compelled disclosure, the Representative notifies The Company and fully cooperates with The Company in protecting against or limiting the disclosure of Confidential Information.

Representative agrees that she or he will receive significant benefits from The Company including the opportunity to participate in training on the Company's Products, access to support systems and other benefits of The Company network. In consideration for the benefit of The Company's investment in the development of its Representatives, each Representative, to the fullest extent allowed by applicable law, agrees that the following restrictions apply to Representative:

During the term of her or his Representative Agreement and for a period of twenty four (24) months after the termination of her or his Representative Agreement, Representative will not, directly or indirectly, solicit any The Company Representative or any The Company employee for engagement as an employee, or as an independent Representative, contractor or distributor of any direct selling or network marketing company, nor will Representative solicit any The Company employee to become a Representative of The Company during this period. For purposes of this paragraph, "solicit" includes but is not limited to (i) communicating information or offering to provide information about another direct selling or network marketing business opportunity to a The Company Representative or The Company employee; (ii) posting or messaging information about another direct selling or network marketing business opportunity on any social media site (Facebook, Instagram, Twitter, etc.) utilized by Representative to promote her or his The Company business; (iii) tagging any The Company Representative or The Company employee with a post on any social media site that provides information or offers to provide information about another direct selling or network marketing business opportunity; and (iv) enrolling or

attempting to enroll a The Company Representative or The Company employee as a Representative, independent contractor or distributor in another direct selling or network marketing company.

- During the term of her or his Representative Agreement, Representative will not promote, market or sell the products, services or programs offered by any competitive business. A business, program or activity is “competitive” if it involves or is related to the sale of skincare products or services by independent Representatives, independent contractors or distributors through a direct selling or network marketing business.
- During the term of her or his Representative Agreement, no Representative who has achieved Vice President ranking or above, will be eligible for any benefits or incentives outside of the Compensation Plan, if that Representative also is promoting, marketing or selling the products, services or programs offered by any other direct selling business, regardless of whether the products, services or programs are related to cannabinoids or whether they compete with The Company.
- During the term of her or his Representative Agreement, Representative may not sell training materials, sales aids including published books, eBooks, videos, or other sales aids including mobile applications to her or his Downline or other Representatives.
- When partnering with a charitable organization in connection with a giveaway, donation, sale of or proceeds from the sale of Company’s Products, Representative must indicate in the communication that the solicitation of charitable contributions is not promoted or sponsored by The Company. Representatives who sponsor or promote such charitable activities must make it clear that participation is voluntary and may not exert undue influence or pressure on others to participate.

Activities that would constitute a conflict of interest with Representative’s obligations under the Representative Agreement are not permitted. During the term of the Representative Agreement, Representative will not accept work, enter into a contract or accept an obligation inconsistent or incompatible with Representative’s obligations, or the scope of services to be rendered for Company under this Agreement. Representative warrants that to the best of Representative’s knowledge there is no other existing contract or duty on Representative’s part that conflicts with or is inconsistent with this Agreement. Representative agrees to indemnify and hold harmless Company from any and all losses and liabilities incurred or suffered by Company by reason of the alleged breach by Representative of any services agreement between Representative and any third party. The determination of whether an obligation is inconsistent or incompatible with Representative’s obligations under the Representative Agreement shall be made at the reasonable discretion of The Company.

Representatives and the Company recognize that because network marketing is conducted through networks of independent contractors, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of the foregoing provisions would render them wholly ineffective. Therefore, Representatives and The Company agree that the provisions of this Section shall apply to the 50 United States, the District of Columbia, Puerto Rico, Guam and all Authorized Countries.

Representative further agrees that the provisions contained in this Section are reasonable and necessary to protect the legitimate interests of The Company and that The Company would not have accepted the Representative’s Representative Application in the absence of the Representative’s agreement to these

provisions. Representative agrees that the Representative's breach or threatened breach of such provisions would cause The Company irreparable harm and significant injury, the amount of which would be extremely difficult to estimate and ascertain and thus making any remedy at law or in damages inadequate. Each Representative therefore agrees that The Company shall be entitled, without the necessity of posting a bond or security, to the issuance of injunctive relief by any court or arbitrator of competent jurisdiction as provided in Section 18i, enjoining any breach or threatened breach of the above provisions and for any other relief such court deems appropriate. The rights granted to The Company in this Section are in addition to any other remedy available to The Company at law or in equity.

6s. Defend Trade Secrets Act:

Notwithstanding anything in these Policies and Procedures or the Representative Agreement, pursuant to the 2016 Defend Trade Secrets Act, 18 U.S.C. § 1833(b), a Representative will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of The Company that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to the Representative's attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If a Representative files a lawsuit for retaliation for reporting a suspected violation of law, she or he may disclose the trade secret to her or his attorney and use the trade secret information in the court proceeding, but only if the Representative (I) files any document containing the trade secret under seal, and (II) does not disclose the trade secret, except pursuant to court order. Nothing herein or in the Representative Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section. Further, subject to the foregoing, nothing in any agreement that a Representative has with The Company shall prohibit or restrict the Representative from making any voluntary disclosure of information or documents related to potential violations of law to any governmental agency or legislative body, or any self-regulatory organization without advance notice to The Company.

SECTION 7: SPONSORING AND TRAINING 7a.

Sponsoring Other Representatives: Representatives may sponsor other persons to become Representatives in any jurisdiction where The Company is authorized to do business. However, Representatives earn Commissions and Performance Bonuses in the Program only based on the sale of the Company's Products, not from sponsoring other Representatives. The most current version of the Representative Agreement can always be found in the Team Office Library. Once the potential Representatives have read and understood the Representative Agreement, they may complete the Representative Application with the Sponsors' full name and Identification Number. Sponsors of Georgia residents must additionally: (i) provide a Notice of Disclosures Required by Georgia Law to any potential Georgia Representative who seeks to purchase a Business Building Collection at the time of enrollment; and (ii) upon request, provide certain disclosures regarding The Company prior to submitting the Representative Application. (The Notice of Disclosures Required by Georgia Law document is located in the Team Office Library.) Any Representative Applications completed offline must be sent to The Company within two (2) Business Days from the time it is signed by the new Representative.

7b. Responsibilities of Sponsors:

Sponsors must always present the Company's Products and the Program to others in a manner that complies with the Representative Agreement, including the requirements of Section 6 of these Policies and Procedures regarding business ethics and practices. Accordingly, Sponsors must:

- provide prospective Representatives with a copy of, or access to, the current Policies and Procedures prior to submission of a new Representative Application;
- ensure that prospective Representatives complete and submit the Representative Application themselves. If extraordinary circumstances prevent a prospective Representative from submitting the online Representative Application, the sponsoring Representative may do so for the prospective Representative so long as the prospective Representative completes and signs a hard copy of the Representative Application in advance, is provided access to Representative Policies and Procedures | page 21 the Policies and Procedures and has the opportunity to review the Representative Application Terms and Conditions before enrolling, in which case the signed Representative Application must be sent to the Sales Support Department, The Company, 162 East 4500 South, Suite 301. Murray, UT 84107.

. Additionally, the Sponsor must advise the new Representative to change her or his password as soon as possible and:

- explain to prospective Representatives that the only required purchase to become a Representative is a Business Suite and that the purchase of a Business Building Collection is optional;
- explain to prospective Representatives that the Smart-ship is optional, subscription programs; and
- educate Downline Representatives about, and answer questions regarding, the Policies and Procedures and direct them to the Compliance Department for additional assistance. In addition, Sponsors are encouraged, but not required, to:
 - train and communicate to their Downlines to ensure that their Downline Representatives do not make improper product or income claims, engage in illegal or inappropriate conduct or otherwise violate the Representative Agreement;
 - assist, motivate and train their sponsored Representatives by having ongoing contact and communication, which may include the use of newsletters, written correspondence, personal meetings, telephone contact, voice mail, email and training sessions and/or accompanying their sponsored Representatives to The Company training and orientation meetings; and
 - motivate and train their sponsored Representatives regarding Company's Products, effective sales techniques, the Compensation Plan and compliance with these Policies and Procedures.

As Representatives progress through the various levels of Representative-ship in the Program, they will become more experienced in sales techniques, as well as more knowledgeable about the Company's Products and the Program. Such Representatives may be called upon to share this knowledge with less experienced Representatives.

Those who sponsor widely but do not help new Representatives develop their Representative-ships meet with limited success. Therefore, all Sponsors have a responsibility to work with the new

Representatives they sponsor, helping them learn the business and encouraging them during the critical early months of their Representative-ships.

Sponsors are not required to maintain any inventory of Products or business supplies for new Representatives. Refer to Section 5b.

7c. Applicant Rights and Responsibilities:

It is a new Representative's responsibility to understand her or his rights and obligations as incorporated into the Representative Agreement. Part of this responsibility includes performing due diligence to understand the Program and choose a Sponsor. For reasons of sponsoring ethics, The Company strongly encourages any new Representative to enroll in the Program under the Sponsor who introduced such Applicant to the Program. Every Representative, however, ultimately has the right to choose who her or his Sponsor will be. As such, if an individual asks to be registered under another Sponsor prior to submitting the Representative Application, The Company reserves the right to honor such request. Notwithstanding the foregoing, if a Preferred Customer desires to become a Representative, she or he must either: (i) apply as a Representative under the Representative with whom she or he originally enrolled as a Preferred Customer; or (ii) close her or his account and wait a total of ninety (90) days before enrolling as a Representative with a different Sponsor. For additional information regarding Preferred Customers, see the PC Smart-ship Terms and Conditions located in the Team Office Library.

If two Representatives both claim to be the Sponsor of an Applicant, The Company shall regard the first Representative Application received by The Company as the controlling Representative Application and shall designate the Representative listed as the Sponsor on such Representative Application as the Applicant's Sponsor.

Resolving disputes between Representatives regarding claims of Sponsorship of another Representative is extremely difficult, particularly when a Downline organization is implicated. The Company reserves the sole and exclusive right to determine the final disposition of such disputes. Therefore, REPRESENTATIVES WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, ITS OFFICERS, MEMBERS, DIRECTORS, OWNERS, EMPLOYEES AND AGENTS THAT RELATE TO OR ARISE FROM THE COMPANY' DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT IS IMPLICATED IN A DISPUTE BETWEEN REPRESENTATIVES REGARDING CLAIMS OF SPONSORSHIP.

7d. Line Switching:

Each Representative may have only one Sponsor and no Representative shall sponsor or attempt to sponsor any person or Business Entity that has already submitted a Representative Applicant or Business Entity Registration Form, as applicable, to The Company or that has had a Representative-ship terminated within the preceding six (6) months (or any Business Entity that is controlled by such a person or Business Entity). This practice, known as "Line Switching," is strictly prohibited, as is any attempt to circumvent the prohibition on Line Switching through the use of pseudonyms or assumed names, a spouse's or relative's name, trade names, DBAs or Business Entities. A Representative is not permitted to encourage, offer or assist any other Representative to change Sponsors or Uplines. Under no circumstance shall any Representative offer or provide any financial or other consideration or incentive to another Representative in exchange for such other Representative's agreement to terminate her or his existing Representative-ship and re-apply under another Sponsor. Once a Representative is

sponsored, The Company requires that the relationship between the Representative and her or his Sponsor be maintained and protected. A Representative wishing to change Sponsors may do so only if she or he: (i) terminates her or his applicable Representative Agreement and Representative-ship by written notice to The Company as provided herein; (ii) does not participate in the Program in any capacity for six (6) consecutive months after the effective date of such termination; and (iii) re-applies to become a new Representative after such six (6) month period and is reaccepted by The Company in accordance with Section 3a.

- (i) In the case that a Representative has voluntarily terminated her or his Representative-ship and chooses to re-enroll as a The Company Representative within six (6) months of such voluntary termination, such Representative's Sponsor, upon re-enrollment, shall be her or his Enrollment Sponsor, if such person is still a The Company Representative. In the case that the re-enrolling Representative's Enrollment Sponsor is not a The Company Representative at the time of re-enrollment, then the re-enrolling Representative's Performance Sponsor shall be her or his new Sponsor at the time of re-enrollment. The same rules apply for a Representative who is involuntarily terminated and is later approved by The Company to re-enroll. See Appendix A, Compensation Plan, for an explanation of Enrollment Sponsor and Performance Sponsor.

In cases wherein a Representative enrollment has occurred due to mistake, inadvertence or error, the new Representative must notify the Sales Support Department within two (2) Business Days of the enrollment to request a correction of the original enrollment Sponsor.

If two Representatives both claim to be the Sponsor of an Applicant, The Company shall regard the first Representative Application received by The Company as the controlling Representative Application and shall designate the Representative listed as the Sponsor on such Representative Application as the Applicant's Sponsor.

Resolving disputes between Representatives regarding claims of Sponsorship of another Representative is extremely difficult, particularly when a Downline organization is implicated. The Company reserves the sole and exclusive right to determine the final disposition of such disputes. Therefore, REPRESENTATIVES WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, ITS OFFICERS, DIRECTORS, MEMBERS, Representative Policies and Procedures | page 23 OWNERS, EMPLOYEES AND AGENTS THAT RELATE TO OR ARISE FROM THE COMPANY' DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT IS IMPLICATED IN A DISPUTE BETWEEN REPRESENTATIVES REGARDING CLAIMS OF SPONSORSHIP.

- (ii) If a Representative enrolls a Preferred Customer through PC Smart-ship, that Representative will be deemed the Preferred Customer's Sponsor. If the Preferred Customer wishes to change her or his Sponsor, she or he must terminate her or his PC Smart-ship account and wait at least thirty (30) days before re-enrolling as a Preferred Customer under a different Sponsor.
- (iii) If a Representative wishes to enroll as a Preferred Customer under a different Sponsor and there is an agreement from the previous Sponsor, there is no wait time to enroll as a

Preferred Customer. The Representative account will be closed. A Preferred Customer who was previously a Representative under a different Sponsor must wait six (6) months from the Representative-ship termination date to re-enroll as a Representative under the new Sponsor.

- (iv) If a Representative wishes to enroll as a Preferred Customer under a different Sponsor and there is no agreement from the previous Sponsor, there is a ninety (90) day wait period to enroll as a Preferred Customer from the Representative-ship termination date. A Preferred Customer who was previously a Representative in this scenario must wait an additional ninety (90) days from the PC enrollment date to re enroll as a Representative under the new Sponsor unless six (6) months has passed from the Representative-ship termination date.

SECTION 8: ORDERING PROCEDURES

8a. General:

Representatives must purchase all Company's Products, Company's Marketing Materials (including business cards) and Company's Business Supplies from The Company or its approved third-party suppliers. All orders are subject to acceptance by The Company or The Company's applicable third-party suppliers. Orders for Company's Products may be placed via the Company's Website, or Sucavu Personal Websites (PWS). Orders for Company's Marketing Materials and Company's Business Supplies may be placed on the Team Office Back Office.

8b. Commission Period End:

All orders are credited to a Representative's account for the Commission Period in which the order was placed. In order for a Representative to be credited for an order in a particular month, the payment must be processed by 11:59 p.m. Mountain Standard Time on the last day of the month. For all orders processed via the Company's Website, or Team Office Personal Website (PWS), the cut-off for receipt of orders to be included in Commission and Performance Bonus calculations for any given month is 11:59 p.m. Mountain Standard Time on the last day of that month. Representatives may monitor their Sales Volume via Team Office and are responsible for reporting any issues or inaccuracies within twenty-four (24) hours after the last day of the month. The Company shall not be liable for incorrect, incomplete, lost or mailed orders.

8c. Placing Orders Under Another Identification Number:

Representatives must place all orders using their own Identification Numbers and credit cards. Placement of an order by a Representative using another Representative's Identification Number or using another individual's, Customer's, or Representative's credit card without the holder's express written consent is strictly prohibited.

8d. Forms of Payment:

In order to simplify the payment process, facilitate the shipment of orders and maintain accurate Representative account records, The Company requires payment using a major credit card and other forms of accepted payment. See Authorized Country's website for details surrounding that country's accepted methods of payment. The Company will not accept personal checks, money orders or cash.

8e. Shipping Charges:

Shipping charges will be applied on applicable orders and will be automatically included as part of the "Shopping Cart" order entry process.

SECTION 9: SHIPMENTS

9a. General:

After The Company has accepted and processed an order, it will use reasonable efforts to ship the order to the address specified in the order using a carrier chosen by The Company. Risk of loss or damage will pass to the ordering Representative upon the carrier's confirmation of delivery to the specified address. Orders are shipped on Business Days only. Representatives and their Customers should allow up to two (2) Business Days for order processing and an additional five to seven (5-7) Business Days for delivery within the U.S. For shipping information, processing and delivery times in a particular country, see that Authorized Country's website. Orders can be shipped only to a street address within the 50 United States, the District of Columbia, Puerto Rico, Guam, and in most cases Military APO/FPO/DPO or Military P.O. Box addresses. Please note delivery to Military APO/FPO/DPO and Military P.O. Box addresses can, in some instances, include additional business days to complete delivery. The Company will use reasonable efforts to fill Representatives' and Customers' orders, but will not be liable for any damages arising from any failure to fill orders or any delay in delivery.

9b. Special Handling:

Some Company's Products require special handling as specified by federal, state and local regulations governing the shipping of these items. The method of shipment for these items is dictated by these regulations. The Company complies with these regulations and therefore the shipment of some Products to certain locations may not be possible. Please contact the Sales Support Department for additional shipping information.

9c. Shipments to Alaska, Hawaii, Puerto Rico or Guam:

Most Company's Products can be shipped to Alaska, Hawaii, Puerto Rico and Guam but some restrictions apply and additional shipping charges may apply. Priority shipping methods (overnight or second day service) are not available for certain locations in Alaska or Hawaii.

9d. Order Tracking:

Following placement of an order with The Company, a tracking number will generally be provided via a shipment confirmation email within five (5) Business Days. A Representative (or her or his Customer for whom the order was placed) may contact the Sales Support Department at 702-602-7555 if such an email is not received for order-tracking information. Once an order has been shipped, the tracking information will be made available via Team Office and via the Order History page on the Company's Website.

9e. Non-Deliverable Orders:

In some cases, an order may be returned to The Company if the carrier is unable to deliver it to the specified shipping address. This may happen because:

- the Representative or Customer did not accept the order when it was delivered by the carrier;
- the Representative or Customer was unavailable to accept delivery for orders that require signature upon delivery or
- the Representative or Customer provided invalid or incorrect shipping information.

When this occurs, The Company will refund the order less the cost of shipping and neither the Representative nor the Representative's Upline will receive any credit for the order. If the order has already been credited to the Representative's Sales Volume, the credit (and any associated awards, Commissions or Performance Bonuses) will be cancelled. In cases where the ordered item included a Business Portfolio or Business Building Collection, the order cancellation will result in termination of the new Representative's account.

9f. Cancelled Orders:

Representatives understand that once orders have been placed they cannot be cancelled. The Company will use reasonable efforts to refund an order placed in error. Since orders cannot be cancelled, a Representative must follow the procedure applicable to Returns under the Customer Satisfaction Guarantee as described in Section 10c. Replacements or refunds for such orders are also handled in the same manner as described in Section 10c.

9g. Missing Items:

When an item is missing from an order, the Representative or Customer is requested to review her or his order details online and contact the Sales Support Department. If The Company determines that the item was not shipped with the original order, it will use reasonable efforts to ship the missing item to the address specified by the Representative or Customer at no charge within three to five (3-5) Business Days. Out-of-stock items may require a longer period. For additional information regarding out-of-stock items, refer to Section 9h.

9h. Out-of-Stock Items:

The Company' inventory control procedures are intended to ensure that shortages of Company's Products rarely occur. However, should an item not be available, Representatives will have the option of waiting for the backordered item to be restocked or cancelling the order. The Company makes every effort to ensure that Representatives receive the associated volume for an out-of-stock item when processing backorders. Representatives who opt to cancel an order will be issued a prompt refund and will not receive the Sales Volume associated with the order.

9i. Discontinued Items:

The Company may at any time discontinue the manufacture and/or sale of any Company's Products, or make any changes in their respective prices, quality, performance, standards, grades, contents, place of origin or otherwise, in its sole discretion. The Company will have no liability to any Representative based on any such discontinuation or change. When an item is discontinued, orders will not be accepted for such items. The Company will use reasonable efforts to notify Representatives of the date of discontinuance.

SECTION 10: RETURN PROCEDURES

10a. General:

All Customers and Representatives who wish to return Company's Products to The Company for any reason must log in to their Company account and complete a Return Merchandise Authorization (RMA) for those items they wish to return. Only items for which a refund is available pursuant to Section 10 should be returned to The Company. Items returned for which no refund is available will be discarded. For information on how return adjustments may affect Qualifications, Commissions and Performance Bonuses, refer to Section 12c.

The Company reserves the right to review and terminate any Representative Agreement for excessive or improper return activity.

10b. Returns of Defective or Damaged Products:

For any items that were defective at the time that The Company delivered them to the carrier, The Company will, at the option of the Representative or Customer: (i) replace and ship replacements for the defective items to the Representative or applicable Customer at no additional charge if replacements are available; or (ii) refund the amounts paid for the items by crediting 100% of the purchase price, sales tax, and shipping charges to the credit card used to make the purchase. The Company reserves the right to arrange a product pick up for defective products or for those The Company wishes to examine, at no charge to the purchaser at its discretion. The determination of whether the Product was defective at the time of shipment shall be made by The Company in its sole discretion.

10c. Returns Under the Customer Satisfaction Guarantee:

- (i) Purchases made through the Company's Website or PWS: If for any reason a Customer or Representative is not completely satisfied with any Company's Product, she or he may return the unused portion of the Product within sixty(60) days from the date of order for a 100% refund of the amount paid for the product (including sales tax but excluding, shipping charges) on the credit card used to make the purchase.
- (ii) Resale between a Representative and a Customer: In the event of a Product resale conducted directly between a Representative and a Customer a Representative bears the responsibility of honoring the sixty(60) day Customer Service Guarantee. Two copies of the retail sales receipt must be provided to the Customer in order for the resale to be covered under the Customer Satisfaction Guarantee. (For additional information on Retail Sales Receipts, refer to Section 6i.) The cost to return ship the Company's Products shall be borne by the Customer or Representative. The Customer or Representative may place a separate order for replacement Products if desired.
- (iii) Returns of Business Building Collections: Business Building Collections returned within sixty(60) days of purchase are refundable under the Customer Satisfaction Guarantee only if returned with all components of the Business Building Collection included. No refunds will be issued for a partial return from a Business Building Collection. Rather, a Representative who returns a partial Business Building Collection will be offered a Product replacement of equal value, less applicable shipping charges. Additionally, the return of a Business Building Collection that includes the Business Portfolio will be considered a termination of the Representative-ship. For additional information on Business Portfolios, refer to Section 5a.

10d. Return of Unsold Inventory by a Terminating Representative:

In addition to a potential return under the sixty (60) day Customer Satisfaction Guarantee, a terminating Representative may return unsold Company's Products and/or Business Building Collections that she or he personally purchased from The Company after sixty (60) days and up to one year* from date of purchase for a refund if she or he does not wish to sell or use the items and the items are resalable (see Section 10e below). Upon The Company's receipt of the returned Products, the Company will refund 100% of the original purchase price of the resalable items. The refund will be credited to the same credit card used for the original order or by such other method as determined by The Company.

Representatives who voluntarily terminate must submit a properly completed and signed Termination Notice Form to the Sales Support Department which will be effective when received and processed by The Company. (Please allow seven to ten (7-10) Business Days for processing once the termination request has been received.) Return of a Business Building Collection or a Business Portfolio will be considered a termination of the Representative-ship. If a Representative has received reimbursement from The Company Corporate for a Business Building Collection through any type of incentive program, she or he will not be eligible for a refund upon termination.

*Representatives residing in Maryland, Wyoming, Massachusetts and Puerto Rico may exceed the one (1) year repurchase period, so long as the above-mentioned criteria is met.

10e. Resalable Items:

Company's Products are "resalable" only if they meet all of the following requirements:

- the items are unopened and unused;
- the packaging and labeling are current and have not been altered or damaged;
- the items have a current shelf life;
- the items and their packaging are in such condition that it is commercially reasonable within the trade to sell the items at full price;
- the items, at the time of purchase, are not identified as non-returnable, discontinued, expired or seasonal items; and
- Business Building Collections must meet all of the above requirements and must also have all components of the Collection included in the return.

SECTION 11: ADVERTISING AND USE OF Company's TRADEMARKS AND OTHER Company's CONTENT

11a. General:

The Company's Trademarks and Company's Content represent The Company's quality, integrity and service, and are valuable business assets that support a successful Independent Representative Business. The Company's Trademarks, when properly used, lend strength, professionalism, and credibility to Representative-ships. Accordingly, The Company and Representatives have a mutual interest in protecting the integrity of the Company's Trademarks. For this reason, Representatives must use the Trademarks and Company's Content only as permitted by Section 11. Any content or trademark visible to

the public must be approved Company's Trademarks and Company's Content made available by the Company. The Company's Trademarks and Company's Content are defined in Appendix B.

11b. Trademark Ownership:

The Company is the sole and exclusive owner of all right, title and interest in the Company's Trademarks and Company's Content, including all related intellectual property and proprietary rights, subject only to the specific licenses granted to Representatives in Section 11. Except as expressly set forth in this Section, Representatives shall not acquire or claim any rights in any Company's Trademarks or Company's Content. No Representative's use of any Company's Trademark or Company's Content shall give the Representative any right, title or interest in or to the Company's Trademark or Company's Content and all such use and associated goodwill will inure solely to the benefit of The Company.

11c. License:

Subject to full compliance with the terms and conditions of the Representative Agreement and this Section 11, The Company grants each Representative a non-transferable, non-exclusive right during the term of the Representative Agreement to use the Company's Trademarks solely to promote the Company's Products (as outlined in Section 11d) and to indicate that the Representative is an authorized Independent Representative.

11d. Restrictions:

Representatives are not permitted to: (i) use any trademark or service mark confusingly similar to any Company's Trademark or Company's Content; (ii) combine any Company's Trademark or Company's Content with any other brand's tagline, trademark, image, logo or other intellectual property; (iii) remove any Company's Trademark or Company's Content from the Company's Products, Company's Marketing Materials or Company's Business Supplies; (iv) modify any Company's Trademark or Company's Content; (v) use or register any domain name that includes any Company's Trademark, Company's Content or any mark confusingly similar; (vi) use any Company's Trademark or Company's Content in connection with any products other than the genuine Company's Products; (vii) use any Company's Trademark or Company's Content in connection with any other services, businesses or opportunities other than the Representative-ship; (viii) register or attempt to register any Company's Trademark or confusingly similar trademarks in any class of products or services anywhere in the world; or (ix) use any trade name or business name in connection with their Representative-ships that includes any Company's Trademark or Company's Content. For a list of Company's Trademarks, refer to Appendix B Glossary.

11e. Company's Marketing Materials and Business Supplies:

The Company has arranged for approved Company's Marketing Materials and Business Supplies to be available to Representatives for use in promoting the Company's Products and the Program. These materials are available through the Team Office, the Representative Only category of the Company's Website and the Sucavu Personal Websites (PWS) and the Team Office Library. If Representatives have particular needs for Company's Marketing Materials or Business Supplies that are not available through the Team Office or from the Company, Representatives may submit suggestions to the Company Marketing Department at 702-602-7555. The Company, however, is under no obligation to provide specially-requested Company's Marketing Materials or Business Supplies.

The Company's specific policies regarding Representative-created Marketing Materials are as follows:

Trademark Merchandise:

Representatives who wish to use items with the Company's Trademarks, including the The Company logos, may purchase merchandise approved by The Company through the Team Office, the Representative Only category of the Company's Website and the Sucavu Personal Websites (PWS). Representatives are not permitted to add Company's Trademarks to any items or merchandise. Co-branding Representative team logos with Company's Trademarks, including the The Company logos, is not permitted. The Company's Trademarks are defined in Appendix B.

Branded Assets:

Representatives are encouraged to use the Marketing Materials, including socially-shareable assets, images, video, brochures, flyers, and invitations, that The Company makes available on a variety of virtual sites, including but not limited to the Team Office, the TEAM OFFICE Library, and any Company Event websites. Because the Company and its Independent Representatives must comply with direct selling and product related regulations and intellectual property laws, all which also serve to protect the Company brand and respect the intellectual property rights of third parties, Representatives may not create their own flyers or invitations to advertise or promote the Company's Products or the Program.

Videos:

Representatives may use The Company corporate videos to advertise or promote the Company's Products and the Program. Corporate videos must be re-posted in their entirety and may not be modified in any way. It is the Representatives' responsibility to ensure that they are using the most current version of The Company videos.

i. Personal Videos on Public Forums

Representatives may also post personal videos of their own photos or video clips to share their own story without using the Company's Trademarks or Company's Content (as defined in Appendix B). No other videos may be posted on public forums such as YouTube, public Facebook pages, Twitter, Instagram and the like.

ii. Personal Videos on Private Forums

Representatives may create personal videos that use Company's Trademarks or Company's Content solely for the purposes of training Active Representatives. The intended audience of these videos must be Active Representatives, not consumers or the public at large. They may only be shared on private forums such as on social media accounts with appropriate privacy settings. These videos must be in compliance with these Policies and Procedures and must contain the following disclaimer: This video is not sponsored or endorsed by The Company ("Company's"). The information and views in it are provided by a Company Independent Representative to be viewed by the Company Independent Representatives. It may not be shared with the public.

a. Team Training Videos Mentioning Income and Lifestyles

Any video that discusses or mentions the Company Program and/or explicitly or implicitly makes an income or lifestyle claim must include this additional disclaimer: This is my unique story. Or, “My experience with Sucavu has been....” “My personal journey with Sucavu has ...”

Actual earnings vary significantly; no income is guaranteed.

b. Product Team Training Videos

Any video that discusses or mentions Company’s Products must include this additional disclaimer: Do not use the information provided as a substitute for medical advice. Results vary and depend on multiple factors, including age, gender, skin type and condition, other products used, health history, climate, lifestyle and diet. The Company makes no guarantee as to the results that you may experience.

The disclaimers required in this section must be provided in their entirety in the video, either verbally or displayed in writing for a reasonable period to enable the viewer to review the information. It is the responsibility of the Representative to ensure any of the material she or he is recording is compliant with these Policies and Procedures, as well as any Federal, State or local laws.

If Representatives use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any personal video, it is solely their responsibility to ensure that they have received the proper license to use such intellectual property and to pay the appropriate license fee. Representative warrants that she or he either owns all the content in the video or is authorized to use any materials that do not belong to her or him, including music that requires licensing. If any demands or legal claims are made against The Company or its officers or employees as a result of a Representative’s personal video, she or he promises to defend and indemnify The Company and be responsible and assume financial liability for responding to those claims or demands.

No other videos are approved for Representative use and, as such, Representatives may not create videos that combine personal material with the Company’s Trademarks or Company’s Content except as provided above. Finally, the videography of guest speakers at The Company corporate events may be prohibited and Representatives must comply with any specific instructions in that regard. For details on video streaming of events, see subsection below entitled “Video Streaming.”

Video Streaming:

Facebook Live and other streaming services are methods Representatives may use to share information about The Company live with their team or prospective Customers and Representatives. Representatives may share content such as their own personal “why,” and information on Company’s Products or the Program. During a live event, Representatives must include the same disclaimers as required in a video. While this content is streaming live, it is not otherwise subject to the Video Policy, as discussed above. This means Representatives may host live streamed events on public forums. Once the content is saved, however, it is considered a video and is subject to the Video Policy.

Live video streaming at events sponsored by The Company is subject to restriction and Representatives must obtain permission before live streaming those events. This subsection only pertains to Representative-led events.

Audio and Video Recordings:

Training calls and business presentations may be recorded. If initiated by The Company, The Company will ensure that participants are informed at the beginning of the call that it is being recorded. For any call initiated by Representatives, it is the Representative's responsibility to ensure that participants are informed at the start of the call that it is being recorded. It is likewise the responsibility of Representatives that they ensure that any of the material they are recording is compliant and abides by these Policies and Procedures, as well as any Federal, State or local laws.

Business Presentations:

Representatives may use the Business Presentation materials that The Company has made available through the Team Office, the Representative Only category of the Company's Website and the Sucavu Personal Websites (PWS), and the TEAM OFFICE Library to promote the Company's Products and the Program. Corporate business presentations must be re-posted in their entirety and may not be modified in any way. It is the Representatives' responsibility to ensure that they are using the most current version of The Company business presentations; no other business presentations are approved for Representative use.

Training Tools:

Representatives are encouraged to use the training tools that The Company has made available through the Team Office Back-Office, the Representative Only category of the Company's Website and the Sucavu Personal Websites (PWS), and the TEAM OFFICE Library to advertise or promote the Company's Products and the Program such as the Getting Started Site or other The Company provided tools. Training tools that are not compliant with these Policies and Procedures may be subject to compliance action.

Third Party Training:

Representatives are responsible for the content of any third-party training session that they sponsor for their Downline teams. Any such presentation must be compliant with all aspects of the Policies and Procedures and the trainer and the sponsoring Representative must both execute the Third-Party Training Agreement that is available in the TEAM OFFICE Library. The Company reserves the right to attend such third-party training events to ensure they are compliant and meet the requirements of the Policies and Procedures. Representatives should be warned that there are various third-party trainers who purport to specialize in various direct selling matters and have been known to provide non-compliant content. The Company does not maintain a list of third-party trainers.

11f. General Advertising Policies:

Representatives are expected to engage in responsible, legal and environmentally friendly advertising and marketing activities directed to Customers, potential Customers or potential Representatives. Appropriate locations for distribution of advertising and marketing materials include bulletin boards, message boards and digital message boards located in public places and private businesses. Inappropriate forms of advertising are intrusive and contrary to the high quality/premium nature of the brand, and include but are not limited to, signage on telephone poles and flyers left on car windshields and any practice on a digital network that is outside the terms and conditions of such digital network or platform.

11g. Mass Media Advertising:

As a matter of fairness to all the Company Representatives, Representatives are not permitted to advertise the Company's Products or the Program on television, radio, billboards, national print, online publications, through mass mailings or through channels otherwise deemed inappropriate by The Company. Subject to the other requirements of this Section, Representatives are permitted to advertise in their local newspaper, community newsletters, local opportunities, local business directories, through their local Chamber of Commerce and through telephone book listings provided the advertisement does not exceed \$500 value (per activity). Telephone directory listings must comply with Section 11p below. For promotion on independent websites, see Section 11l.

Representatives may not advertise under the "help wanted" section of any newspaper or other directory, nor may any advertisement state or imply that the Representative is seeking to employ or hire an individual for the company or that the Representative is an agent or recruiter for the Company. If an advertisement is placed in a newspaper or other directory, the advertisement must clearly indicate that the opportunity being presented is that of an independent contractor as an Independent Representative for The Company.

11h. Selling Via the Internet:

Representatives may sell the Company's Products through their Sucavu Personal Websites (PWS) or through the Company's Website and may also direct Customers to purchase the Company's Products through the Company's Website. Sales of the Company's Products or The Company Branded Assets, through any other website, including but not limited to Internet sites such as eBay, Amazon, Craigslist, Facebook Marketplace, are strictly prohibited.

11i. Search Engines, Keywords and Meta-Tags:

The Company endeavors to promote the brand and Company, generate product awareness and elevate the global The Company community on behalf of our Independent Representatives worldwide through search engine marketing (SEM) and other paid online advertising programs. Representatives agree to cooperate fully with The Company's effort to boost the search rank of The Company owned sites on search engine results pages (SERPs) in all markets by not competing with the Home Office for branded keyword terms and phrases; including but not limited to "The Company," "Company's," and more.

Representatives may not bid on or purchase (or encourage or solicit any third party to bid on or purchase) any Company's Trademark, Company's Content, or any term containing any Company's Trademark or Company's Content as a meta-tag, keyword, paid search term, sponsored advertisement or sponsored link in both global and local markets.

11j. Social Networking and Social Media:

The Company encourages Representatives to join social networking sites, online forums, discussion groups, blogs, and other forms of Internet communication to leverage the power of the Company brand and to communicate the benefits of the Company's Products and the Program. Online social networks may be used to drive traffic to Sucavu Personal Websites (PWS) or to the Company's Website. Social networks include but are not limited to such sites as Facebook, Snap Chat, Instagram, Pinterest, LinkedIn, Twitter, etc.

Representatives may use their social networking profiles to advertise and promote their The Company businesses and the Company's Products, and direct traffic to their respective PWS sites or the Company's Website. No actual sales of Company's Products, however, may be processed on social networking profiles or groups.

Profiles a Representative generates in any social community where The Company, the Company's Products or the Program are discussed or mentioned must clearly identify the Representative as a Company Independent Representative, and when a Representative participates in those communities, Representatives 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 The Company's sole discretion and offending Representatives will be subject to disciplinary action. If a link is provided, it must link to the Representative's Sucavu Personal Website (PWS), to a Representative's Independent Website that has been approved by The Company pursuant to Section 11l, or to the Company's Website.

Representatives may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Representatives create or leave must be useful, unique, relevant and specific to the blog's article.

Representatives who use social networking sites must also comply with the rules associated with that particular website or network. For example, some sites prohibit users from advertising products or promoting financial opportunities. Federal and state agencies have established guidelines and rules for what may and may not be communicated and even a Representative's personal experience may not conform to these regulatory guidelines. Representatives who provide testimonials on social networking sites and otherwise on the Internet are responsible for ensuring that their testimonials comply with all applicable laws and regulations. Among other things, Representatives shall not: (i) make any specific income claim or commitment to any amount of income that others may realize as a Company Representative; (ii) make any guarantee of success; or (iii) suggest that a specific amount of inventory must be purchased at the time of enrollment. Representatives may describe, in general terms, the positive impact of The Company on their lifestyle or the positive results they have personally experienced from using the Company's Products so long as the requirements of Section 6c regarding Product Claims and Section 6d regarding Income Claims are met. In addition to the foregoing general provision, The Company's specific policies regarding Social Networking and Social Media are as follows:

Representatives Are Responsible for Postings:

Representatives are personally responsible for their postings and all other online activity that relates to The Company. Therefore, even if a Representative does not own or operate a blog or social media site, if a Representative makes a post that relates to The Company or which can be traced to The Company, the Representative is responsible for the posting. Representatives are also responsible for postings which occur on any blog or social media site that the Representative owns, operates or controls. The Company reserves the right to require the removal of noncompliant or infringing posts from any Representative's social media pages and may terminate the Representative-ship of any Representative who materially or repeatedly breaches this section.

Identification as a Company Independent Representative:

Representatives must disclose their full names on all social media postings, and conspicuously identify themselves as The Company Independent Representatives. In addition to the foregoing, Representatives may use the The Company Independent Representative logo in social networking profiles. The Company Independent Representative logo is available in the Team Office Library. Anonymous postings or use of an alias are prohibited.

Income and Lifestyle Disclaimer for Social Media Posts:

When an income or lifestyle claim is made by a Representative either with an image or a story posted on social media, the following disclaimer must be included in the post. "This is my unique story."

For guidelines on proper use of the disclaimer please see the Income and Lifestyle Disclaimer Guidelines here or in the Business Development Library.

Deceptive Postings:

Postings that are false, misleading or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Company's Products, the Program, and/or Representative biographical information and/or credentials.

Use of Third-Party Intellectual Property:

Subject to Section 11d, if Representatives use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is solely their responsibility to ensure that they have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and Representatives must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property. A Representative may be personally liable for any violation of this policy should the owner of the intellectual property bring an action. In addition, it is important not to repost any posts which violate this policy.

Respecting Privacy:

Representatives must respect the privacy of others and be judicious in their postings. Representatives must not engage in gossip or advance rumors about any individual, company or competitive products or services.

Professionalism:

Representatives must conduct themselves with professionalism on social networking sites. This requires that Representatives ensure that their postings are truthful and accurate. Representatives should also carefully check their postings for spelling, punctuation and grammatical errors. Social networking sites are not proper forums to publish grievances or take retaliatory action. Report negative posts to the Compliance Department at 702-602-7555.

Prohibited Postings:

Representatives may not make any posting, or link to any posting or other material, that:

- Is sexually explicit, obscene or pornographic;

- Is profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise);
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity;
- Is in violation of any intellectual property rights of the Company or any third party; or
- Is not consistent with the standards set forth in these Policies and Procedures.

For ease of reference on how to ensure that a social media profile is in compliance with the Policies and Procedures, see the “Social Media Guidelines” available in the Team Office Library.

Social Media and Online Presence with Independent Website-like Features:

The Company reserves the sole and exclusive right to classify a Representative’s social media and online presence as the functional equivalent of operating an independent website. In such an instance, the Representative must adhere to the Company’s policies regarding Independent Websites. For example, a blog, a website developed on a blogging platform, and other social media presence that is developed for the primary purpose of marketing or promoting the Company’s Products or the Program, may be classified by the Company as an independent website. For additional information on Independent Websites, refer to Section 11l.

Influencers, Bloggers, Vloggers, and the like:

If you have a relationship with a social media influencer, blogger, vlogger, or any equivalent, she or he is legally required to identify that relationship and to disclose whether you provided free products to them. While it is acceptable to provide free Products, nothing else of value should be provided to influencers to induce them to provide a favorable review. When providing free Company’s Products to influencers, bloggers, vloggers, or the like, Representatives must inform them of the following:

“To be compliant with FTC guidelines, if you choose to review this product, please clearly and conspicuously state that you received this product for free from an Company’s Independent Representative. This must appear above or in the body of the communication (e.g. in the Blog or in the Vlog) and not in the comments section of the Blog, Vlog, or other messaging platform.”

And if you have a relationship with the individual, please also convey to them that they must reveal that they are your [insert: friend, sister, co-worker, etc., as appropriate].

Social Networking and Independent Website Termination:

If a Representative Agreement is terminated for any reason, the Representative must discontinue using the The Company name, all of the Company’s Trademarks, trade names, service marks, other intellectual property and all derivatives of such marks and intellectual property, in any postings and on all social media sites that she or he utilizes. If the Representative posts on any social media site on which she or he has previously identified herself or himself as a The Company Independent Representative, she or he must conspicuously disclose that she or he is no longer a The Company Independent Representative.

In the event of a voluntary or involuntary termination of a The Company Representative Agreement, a Representative is required to remove all references to The Company from social networking profile(s) from public view within ten (10) days of the date of termination. If the Representative has a specific The Company social networking group presence, she or he is required to remove her or his social networking group from public view within ten (10) days of the date of termination. The name of the social networking group may be transferred to another The Company Representative, subject to The Company approval. Removal of references to The Company from independent websites is subject to the provisions in the Independent Representative Website Application and Agreement.

Sweepstakes, Contests and Giveaways:

As an independent business owner, a Representative may choose to run a sweepstakes, contest or promotion. While such sales tools are not illegal, it is important to understand that they are regulated by law, and the regulations differ by state. Raffles, on the other hand, are not a suitable mechanism for providing incentives. Prizes over a certain dollar amount may implicate IRS reporting requirements. We strongly recommend that any Representative who wishes to run a sweepstakes, contest or promotion in conjunction with their The Company business speak with a lawyer and/or consult the IRS website to ensure that it adheres to the relevant local laws and IRS reporting requirements. It is very important to ensure that all sweepstakes, contest or promotion are legally conducted. In all cases, a Representative must indicate that the sweepstakes, contest or promotion is not sponsored or approved by The Company.

11I. Independent Websites:

The Company provides Representatives with their own Personal Websites (PWS) from which they can market the Company's Products and the Program.

However, if Representatives wish to develop their own independent websites to promote The Company, the Company's Products, or the Program, they may do so if they execute an Independent Representative Website Application and Agreement with the Company. The Independent Representative Website Application and Agreement is located in the TEAM OFFICE Library. Representatives must strictly comply with the terms of the Independent Representative Website Application and Agreement, which include a required legal review of the Representative's independent website by outside counsel retained by The Company. It shall be the Representative's responsibility to pay the attorney's fees and any legal expenses associated with the legal review and opinion relating to her or his independent website. Upon a Representative's execution of an Independent Representative Website Application and Agreement and submission of the required website content (including screenshots of all pages and transcripts of any audio and video portions) to The Company, a preliminary estimate of attorney's fees and legal expenses will be provided to the Representative for her or his acceptance as authorization to proceed with the legal review. Representatives should understand before undertaking any website development that such legal review may cost between \$5,000 and \$10,000, or more, depending on length and complexity of the site. Any other independent website used to promote The Company, the Company's Products, or the Program will be considered a noncompliant website in violation of this policy. Any Representative who chooses to accept the legal review will be required to provide a \$5,000 deposit toward the payment of any such legal fees. Any unused portion of such deposit shall be returned to Representative.

11m. Uninvited Solicitation: A Representative may not use or transmit unsolicited faxes, mass email distribution, unsolicited bulk email, unsolicited messaging or engage in “spamming” in connection with the advertising, promotion or sale of the Company’s Products or the Program, or the operation of their respective Representative-ships. The terms “unsolicited faxes” and “unsolicited bulk email” mean the transmission via telephone, facsimile or bulk electronic mail (i.e., similar message emailed to numerous recipients), respectively, of any material or information to any person on an unsolicited basis. The exceptions to this prohibition are faxes and email to: (i) any person who gave the Representative prior consent to send such fax or email; or (ii) any person with whom the Representative has an established business or personal relationship, as defined in Section 6o. Any email sent by or for a Representative advertising or promoting the Company’s Products, the Program or the Representative’s Representative-ship must comply with requirements applicable to commercial emailers found in the Controlling the Assault of Non-Solicited Pornography and Marketing Act (“CAN-SPAM”) and the related FTC regulations, and any other applicable laws and regulations.

Without limitation of the preceding paragraph, any electronic messages sent by email, social networking sites or other means by a Representative advertising or promoting the Company’s Products, the Program or the Representative’s Representative-ship must meet all of the following requirements:

- the email must clearly identify the Representative as the sender of the email and as a The Company Independent Representative;
- there must be a functioning return email address to the sender;
- there must be a notice in the email that advises the recipient that she or he may reply to the email via the functioning return email address to request that future email solicitations or correspondence not be sent to her or him (a functioning “opt-out” notice);
- the email must include the Representative’s physical mailing address;
- the email must clearly and conspicuously disclose that the message is an advertisement or solicitation;
- the use of deceptive subject lines and/or false header information is prohibited; and
- all “opt-out” requests, whether received electronically or otherwise, must be promptly honored.

It is understood that Representatives may send individual messages via email or social networking sites to persons they do not know but who are in the wider network of people they do know. Representatives are required to use their best judgment to respect the privacy and other interests of such persons and to follow all of the foregoing rules regarding the transmission of electronic messages.

The Company may periodically send commercial emails on behalf of Representatives and Representatives agree that The Company may send such emails and that the Representatives’ physical and email addresses may be included in such emails as outlined above.

11n. Domain Names and Email Addresses:

Representatives may not use or register any domain name or email address that consists of or contains any Company’s Trademark (see list set out in Appendix B), Company’s Content, or any mark confusingly

similar, except that Representatives may use a domain name or email address that is provided by The Company in connection with their respective Sucavu Personal Websites (PWS), as set out in Section 11j. Domain names used in connection with any Sucavu Personal Websites (PWS) must be in good taste and exhibit no vulgarity. The Company reserves the right to prohibit the use of domain names deemed inappropriate by The Company in its sole discretion.

11o. Newsletters:

Representative-created newsletters may be used for providing members of a Representative's Downline with information on meetings, functions and events, for purposes of encouragement, motivation and recognition. Representatives may only send newsletters to those within their Downline Report, which is available via Team Office. See Team Office FAQs set out in the Business Development Library. A Representative may use Company's Trademarks or Company's Content that The Company provides for such purposes in newsletters that they distribute to her or his Downlines. In addition to the foregoing, newsletters must comply with the following:

- the newsletter must clearly identify the Representative as the publisher of the newsletter, must identify the Representative as a The Company Independent Representative, and must include the Company Independent Representative logo;
- the newsletters must include the Income Disclaimer and the Product Disclaimer where appropriate (the Income Disclaimer and the Product Disclaimer are defined in Appendix B.);
- the newsletter must not reference earnings based on recruiting or sponsorship activities;
- the newsletter must not be used to sell, advertise or promote any product, service or program other than the Company's Products or the Program;
- the newsletter may contain articles and other Company's Content taken from downloadable Company's Content that The Company makes available for such purposes, provided that: (i) the Company's Content is reproduced exactly as it originally appeared in the Company's Marketing Materials without any modification; (ii) The Company or the applicable individual author is credited as the author of the Company's Content; and (iii) all copyright, trademark and other proprietary notices are reproduced with the Company's Content as they originally appeared in the TEAM OFFICE Library;
- newsletters must comply with other sections of the Policies and Procedures, including to but not limited to, Section 11d, Section 11k, Section 11l and Section 11m; and
- all "opt-out" requests for newsletters, whether received electronically or otherwise, must be promptly honored.

Each Representative represents and warrants that any material or content that appears in her or his newsletters (other than material or content provided by The Company) does not and will not infringe or misappropriate any patent, copyright, trademark, trade secret, publicity, privacy or other rights of any third person and is not and will not be hateful, discriminatory or vulgar.

11p. Directory Listings and Advertising:

Telephone and Online Directories: A Representative who wishes to appear in a telephone directory, online or otherwise, or other similar directory must list her or his name alphabetically according to her or his surname or, if the Representative is a Business Entity, the trade name, business name or DBA of the Business Entity. If the directory permits, the Representative's name may be followed by the words "The Company Independent Representative" and the Representative's address and telephone number. A Representative is permitted to advertise her or his Representative-ship through telephone directory display ads provided she or he only uses approved Company's Trademarks.

Toll-Free Numbers:

A Representative may use and advertise toll-free telephone numbers in connection with her or his Representative-ship, which must be listed in accordance with the guidelines above. A Representative may not state or imply that her or his toll-free number is a The Company number or is linked to any The Company location. In addition, any use of a toll-free number in connection with infomercials or any other television programs is prohibited. Representatives may not use or register any toll-free number that consists of or contains any Company's Trademark (see list set out in Appendix B), Company's Content, or any mark confusingly similar.

Answering the Phone:

A Representative may not answer (or have any phone answering service or device answer) the telephone by saying "The Company," or in any manner that would lead the caller to believe that she or he has reached The Company or a The Company office. A Representative is permitted to state that she or he is an Independent Representative for The Company.

Telemarketing Techniques:

The Federal Trade Commission and the Federal Communications Commission 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. Although The Company does not consider Representatives to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that a Representative's inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause her or him to violate the law. These regulations must not be taken lightly, as they carry significant penalties.

Therefore, Representatives must not engage in telemarketing in the operation of their The Company Representative-ships. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of the Company's Products or to discuss the Program. "Cold calls" made to prospective Customers or Representatives that promote the Company's Products or the Program constitute telemarketing and are prohibited. Representatives shall not place or initiate any automated, outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the Company's Products or the Program. However, a telephone call(s) placed to a prospective Customer or Representative (a "prospect") is permissible under the following situations:

- The Representative has an established business relationship (or other relationship) with the prospect such that the prospect would reasonably expect to receive such a call. For example, if

the prospect had recently purchased Products from the Representative prior to the date of the telephone call to induce the prospect's purchase of Products;

- The Representative receives the prospect's personal inquiry regarding the Company's Products or the Program within the three (3) months immediately preceding the date of such a call;
- The Representative receives written and signed permission from the prospect authorizing the Representative to call. The authorization must specify the telephone number(s) that the Representative is authorized to call; or
- Representatives may call family members, personal friends and acquaintances. An "acquaintance" is someone with whom the individual has had at least a first-hand relationship within the preceding three (3) months. The acquaintance exemption may not apply, however, if a Representative makes a habit of "card collecting" with everyone she/he meets and subsequently calls them, as the FTC may consider this a form of telemarketing. Therefore if a Representative engages in calling acquaintances, she/he must do so only on an occasional basis.

11q. Personal Videos, Photographs and Recordings:

If any personal photograph, video, audio tape or other recording of The Company corporate events, The Company employees is posted on the Internet (on any social media site or otherwise), The Company reserves the right at its discretion to require such personal video, audio tape or other recording to be immediately removed and not otherwise displayed. Any such personal photograph, video, audio tape or other recording must be of high quality and, in the sole discretion of The Company, must not portray

The Company employees in a negative light or in a way that may embarrass or damage the reputation of The Company or the individuals appearing in the photograph, video, audio tape or recording.

Representatives may distribute, reproduce or post on the Internet videos, photographs or recordings that are made available by The Company Corporate for use by Representatives. It is the responsibility of Representatives to ensure any of the material they are sharing is compliant and abides by these Policies and Procedures in particular Section 11e.

11r. Reporting Online Policy Violations:

The Company encourages all Representatives to participate in social networking as outlined in these policies. It is the responsibility of all Representatives to work together to promote The Company in an appropriate manner to maintain brand integrity. If a Representative suspects a policy violation, please report as much information as possible, including detailed descriptions and screenshots, to info@sucavu.com.

SECTION 12:

COMPENSATION 12a. General:

The Compensation Plan is attached as Appendix A to these Policies and Procedures and is incorporated into and made a part of these Policies and Procedures. The Compensation Plan identifies the earning opportunities available to Representatives and sets forth the sales and organizational requirements necessary to earn Commissions and Performance Bonuses. The Compensation Plan is built upon sales of the Company's Products to Customers. Representatives who meet minimum Sales Volume requirements

are eligible to earn Commissions and Performance Bonuses as described in this Section and in the Compensation Plan.

12b. Internal Payment Account

The Company uses an independent third-party payment processor (“Payment Processor”) to pay Commissions and Performance Bonuses earned by Representatives through the The Company Compensation Plan. The Payment Processor will ACH monies and will deposit monies owed to Representatives into their preferred bank accounts. With the exception of certain Performance Bonus payments made on an exception basis, all Commissions or Performance Bonuses that Representatives may earn will be paid through the internal payment account. This payment processing service may be terminated or modified by The Company or the Payment Processor at any time upon notice as specified in these Policies and Procedures. Representatives may manage their Internal Payment Accounts through Team Office or may direct inquiries to representative support via phone at 702-602-7555 or via email at support@sucavu.com. For additional information refer to the FAQs located in the Team Office Library.

REPRESENTATIVES WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, THE PAYMENT PROCESSOR AND THEIR OFFICERS, DIRECTORS, OWNERS, MEMBERS, EMPLOYEES, AND AGENTS IN THE EVENT THAT THE COMPANY AND/OR ITS PAYMENT PROCESSOR MAKE AN ERROR THAT RESULTS IN AN UNDERPAYMENT OR OVERPAYMENT TO A REPRESENTATIVE, AND EACH REPRESENTATIVE AUTHORIZES THE COMPANY, THROUGH THE PAYMENT PROCESSOR, TO DEBIT OR CREDIT HER OR HIS ACCOUNT AS NECESSARY TO CORRECT ERRORS.

12c. Commission Period:

A Commission Period under the Compensation Plan is equivalent to a calendar month. Orders received on the last day of a Commission Period via the Company’s Website or Representatives’ Sucavu Personal Websites (PWS) by 11:59 p.m. Mountain Standard Time will be included for that Commission Period’s Commission and Performance Bonus period calculation. All orders received after the cut-off date will be included in the Commission and Performance Bonus calculation for the following Commission Period. With respect to a Commission Period, Commission payments will be issued to Representatives no later than the 15th day following the close of that Commission Period, unless otherwise notified by The Company.

12d. Return Adjustments - Impact on Qualifications, Commissions, Performance Bonuses and Incentive Program Rewards:

When a Product is returned to The Company for a refund or funds are returned to a Representative or Customer due to a credit card chargeback, the qualifications, Commissions, Performance Bonuses, and Incentive Program Rewards attributable to the returned Product(s), funds, or volumes will be deducted from the Representative’s current and future qualifications, Commissions and Performance Bonuses. These deductions will be made in the month in which the refund was given and will continue every Commission Period thereafter until the Commissions and Performance Bonuses are recovered from the Representative who received the Commissions and Performance Bonus on the sale of the returned Product or disputed charge. In the event any Representative terminates her or his Representative-ship and the amounts of the Commissions and Performance Bonuses attributable to the returned Product(s) or returned funds have not yet been fully recovered by The Company, the remainder of the outstanding

balance may be set off against any earnings amounts owed to the terminated Representative. The Company reserves the right to review and terminate any account for consistently excessive or improper return activity associated with non-defective merchandise. For additional information on adjustments for returned Products refer to Appendix A, Section 11.

12e. Payment for Month of Promotion:

An Executive Representative or above is paid at the level of the highest Title for which she or he satisfies the qualification requirements during the current Commission Period. If she or he does not satisfy the qualification requirements for that Recognition Title during the current Commission Period, she or he will be paid at the level of the highest Paid-As Title for which she or he qualifies.

12f. (Deleted)

12g. Closure of Inactive Internal Accounts and Unclaimed Commissions, Performance Bonuses and Credits:

After three consecutive months of inactivity in a Representative's Internal Account which has a positive balance (example: no new deposits to the account via the Commission Plan or no transfers out of the account), a monthly \$5.00 maintenance fee will be applied for each month the account is not used. An additional monthly fee of \$5.00 will also be applied after six (6) months of inactivity, for a total of \$10.00 each month. The Company will attempt to notify the Representative of the fees being imposed by sending notice to her or his last known email address. Fees imposed on inactive accounts will be deducted from the current balance until the sooner of (a) the balance on the account equals \$0.00, or (b) 12 months, at which point the positive balance in a Representative's Internal account will be withdrawn and the unclaimed Commissions, Performance Bonuses and Credits in the account will be paid to the appropriate state pursuant to the applicable unclaimed property laws if the monies remain unclaimed for the statutory period under applicable state law. REPRESENTATIVES WAIVE ALL CLAIMS AGAINST THE COMPANY, THE PAYMENT PROCESSOR AND THEIR OFFICERS, DIRECTORS, MEMBERS, OWNERS, EMPLOYEES, AND AGENTS RELATING TO THE CLOSURE OF A REPRESENTATIVE'S ACCOUNT OR WITHDRAWAL OF FUNDS, EVEN IF THE LIKELIHOOD OF SUCH DAMAGES OR LOSSES ARE MADE KNOWN TO THE COMPANY AND/OR THE PAYMENT PROCESSOR PRIOR TO THE TIME OF THE CANCELLATION OR WITHDRAWAL.

12h. Special Hiatus:

The Company understands that from time to time special circumstances, such as medical conditions, family needs or military deployments of Representatives, arise that may require a Representative to focus her or his full attention on these situations. If that becomes the case, the Representative may contact The Company to request a medical, family or military hiatus and discuss the special circumstances with The Company. The Representative will be required to supply supporting documentation at The Company's request prior to the commencement of the hiatus. If such a situation exists and The Company approves the Representative's request, the Representative will be placed on hiatus for up to four (4) months. In the case of a military deployment, a Representative will be placed on hiatus for up to four (4) months or the length of the deployment, whichever is longer.

During this time, the Representative will receive Commissions on their Downline without having to meet the monthly minimum Sales Volume requirement of the Compensation Plan. For Executive

Representatives, this means that the requirements to achieve a monthly minimum of 100 in Sales Volume (SV) is suspended. All other qualifications for title and level must be maintained. No Title promotions may occur while the Representative is on hiatus; however, when the hiatus terminates naturally at the end of four (4) months, or in the case of a military hiatus at the end of four (4) months or the length of the deployment, whichever is longer, any new Representatives that promoted during the Representative's hiatus will remain in her or his Personal Team and the Representative will promote at that time. Should the Representative elect to terminate her or his hiatus early, she or he would promote at the close of the Commission Period for the month ending the hiatus, provided that the Representative has met the monthly minimum Sales Volume and any other requirements.

SECTION 13: [Deleted]

SECTION 14: TRANSFER OF REPRESENTATIVE-SHIPS

14a. Sale or Transfer of a Representative-ship:

A Representative may not sell, assign or otherwise transfer her or his Representative-ship without the prior written approval of The Company. Please note The Company will not approve a request for the sale or transfer of a Representative-ship if the intention, whether express or implied, is to achieve Line Switching. To prevent a violation of the Line Switching policy, a Representative who wishes to sell or transfer her or his Representative-ship must: (i) have been an Active Representative for at least six (6) months prior to the sale or transfer request; (ii) wait six (6) months before re-enrolling under a different Sponsor; and (iii) have a Downline that consists of annualized earnings of at least \$2500. For additional information regarding Line Switching, refer to Section 7d.

If the above-referenced criteria have been met, a Representative wishing to sell or transfer her or his Representative-ship ("Seller") must first give notice of her or his intention to sell or transfer the Representative-ship to the immediate Upline Representative in writing. It is encouraged, but not required, that the Seller offers the first right of refusal to the immediate Upline Representative. If the Upline Representative and the Seller finalize a mutually acceptable sale / transfer arrangement, the Seller's Downline will compress (Roll Up) into the Upline Representative's existing Downline. If the immediate Upline Representative and the Seller cannot finalize a mutually acceptable sale / transfer arrangement, the Seller may then offer to sell/transfer the Representative-ship to other parties.

If the Representative-ship is sold or transferred to an existing The Company Representative who is not the Seller's immediate Upline Representative, the buying Representative must leave behind her or his existing Downline and assume the Seller's position. The buying Representative's existing Downline will then compress (Roll Up) to the buying Representative's immediate Upline Representative.

A Representative may not transfer or sell her or his Representative-ship to a spouse, relative, or household member while working a competing direct selling company. Further, The Company has the right to deny any transfer or sale if there is reasonable belief that Representative is attempting to work both businesses concurrently.

The Company reserves the right to refuse any transfer request in its sole discretion. If a transfer request is approved, the Seller must work with the buying Representative and Internal to convert the Internal Accounts accordingly. For additional information regarding Internal refer to Section 12b.

14b. Divorce/Separation:

Spouses and common law married couples must operate as a single Representative-ship, whether as individual proprietors or through a Business Entity. At such time as a marriage may end in divorce or separation, arrangements must be made to ensure that the Representative-ship, other Representatives in the applicable Upline and The Company are not adversely affected. If The Company determines in its sole discretion that a divorce or separation of Representatives will adversely affect the Representative-ship, other Representatives or The Company, The Company may terminate the Representative Agreement.

Upon a divorce or separation, spouses or common law married couples must do one of the following:

- One of the Representatives agrees in writing to: (i) terminate the Representative Agreement as it applies to her or him; (ii) relinquish her or his interest in the Representative-ship; and (iii) authorize The Company to pay all Commissions and Performance Bonuses to, and otherwise deal directly and solely with, the non-relinquishing spouse / partner (in which case the terminating Representative may re-enroll as a Representative under a new Sponsor without completing the six (6) month period pursuant to Section 7d); or
- Notwithstanding the divorce or separation, the spouses or common law married couple agree to continue to operate the Representative-ship jointly on a "business-as-usual" basis, in which case The Company will continue to pay all Commissions and Performance Bonuses and otherwise deal with the spouses and common law married couple in the same manner as it did prior to the divorce or separation.

Under no circumstances will the Downline of any Representative-ship of divorcing or separating spouses or common law married couples be divided. Similarly, under no circumstances will The Company split Commission or Performance Bonus payments between divorcing or separating spouses or common law married couples.

14c. Marriage of Representatives:

Should an unmarried Representative get married to a person who is not currently a Representative, she or he has the option of adding her or his new spouse to her or his The Company Representative-ship. In the case of a Business Entity Representative, the new spouse may become a Beneficial Owner of the Representative-ship. To add a spouse to an existing Representative-ship, the spouse must complete and submit a Spouse/Partner Add Form, which includes a new Representative Application and can be found in the TEAM OFFICE Library. In the case of a Business Entity Representative-ship, the Representative must report that the new spouse has become a Beneficial Owner of the Representative-ship, who must also meet all applicable eligibility requirements.

Should an unmarried Representative marry a person who is currently a Representative, the new couple is encouraged, but not required, to work together as one Representative-ship. If one of the Representatives in the marriage chooses to join the Representative-ship of her or his new spouse, such Representative must give up her or his existing Representative-ship. The Representative has the option of simply abandoning the Representative-ship or selling the Representative-ship pursuant to Section 14a. These are the options available to marrying Representatives who are in the same Downline, but have

different Sponsors, and to marrying Representatives who have the same Sponsor, but occupy different Legs in the Sponsor's Downline.

Marrying Representatives may merge their two Representative-ships into one Representative-ship only if one of the Representatives Personally Sponsored the other Representative.

14d. Business Entity Change of Beneficial Ownership:

In the event that a Business Entity that is a Representative undergoes a Change of Beneficial Ownership, arrangements must be made to ensure that the Representative-ship, other Representatives in the applicable Upline and The Company are not adversely affected.

A "Change of Beneficial Ownership" means, with respect to any Representative-ship that is operated as a Business Entity, the sale, transfer or acquisition of any ownership interest in the Business Entity by any person or entity or group of persons or entities who are not listed on the original Business Entity Registration Form or any subsequent amendment to the Business Entity Registration Form, that is on file with the Company. If the Company determines in its sole discretion that such a Change of Beneficial Ownership will adversely affect the Representative-ship, other Representatives, or The Company, The Company may terminate the Business Entity's Representative Agreement.

Upon any Change of Beneficial Ownership, the Business Entity and each Beneficial Owner must continue to meet each of the requirements set forth in Section 5j. If a Business Entity that is a Representative is not the surviving Business Entity upon any Change of Beneficial Owner, the new Business Entity must submit a new Representative Application and Business Entity Registration Form to become a Representative.

14e. Death and Incapacity:

Death

Upon the death of a Representative, the Representative's interest in her or his Representative Agreement may be transferred only by will, trust or other testamentary instrument to the Representative's heir, trustee or other beneficiary (each of such persons referred to herein as a "Transferee"), subject to the conditions and requirements of this Section and applicable law.

In addition, a Transferee shall have the right to assume the deceased Representative's rights and obligations under the applicable Representative Agreement, including the right to collect Commissions and Performance Bonuses generated by such Representative's Downline, subject to the conditions and requirements of this Section and applicable law. However, a Transferee may not assume a Representative's rights and obligations under an applicable Representative Agreement if The Company determines, in its sole discretion, that the Representative-ship, other Representatives in the applicable Upline, or The Company will be adversely affected by reason of such assumption.

Appropriate legal documentation must be submitted to The Company in connection with any transfer under this Section. Please note that should a Representative die without a will or other testamentary instrument designating the transferee of the Representative's interest in her or his Representative Agreement, the Representative-ship will be automatically terminated and heirs of the deceased Representative will not have any rights under that Representative's Representative Agreement. Accordingly, each Representative should seek the assistance of her or his attorney to assist in the

preparation of a will, trust or other testamentary instrument that will properly transfer the Representative's interest in her or his Representative Agreement.

To effect a testamentary transfer of a Representative's interest in her or his Representative Agreement upon the death of such Representative, the Transferee must provide the following to The Company:

- a court order appointing the executor or trustee of the estate or letters testamentary letters or other instruments appointing the executor or trustee of the estate; and
- written instructions from the executor or trustee of the estate specifically directing on the disposition of the Representative's applicable interest in the Representative Agreement. A general bequeath of all of the Representative's property to the transferee is not sufficient to satisfy this requirement.

Pending receipt of such documentation, the Representative's heirs may request that the applicable Representative-ship be placed on hiatus. Please consult Section 12h to learn more about special hiatus requests. The 4-month hiatus limitation in Section 12h does not apply to hiatus requests made pursuant to this Section 14e.

In addition, when a Transferee assumes a Representative's rights and obligations under an applicable Representative Agreement with The Company's approval, the Transferee will, in addition to acquiring the right to collect Commissions and Performance Bonuses generated by the deceased Representative's Downline, otherwise assume all the rights and obligations of the deceased Representative under the Representative Agreement, provided the following requirements are met. The Transferee must:

- submit a new Representative Application or Business Entity Registration Form, as applicable, and otherwise meet all the eligibility requirements to become a Representative;
- comply with the terms and provisions of the Representative Agreement; and
- meet all the qualifications for the deceased Representative's level and title.

In the case of a Transferee that is a trust, these requirements may be satisfied by the trustee on behalf of the beneficiaries who would not otherwise meet the eligibility and qualification requirements to become a Representative. In the event that the Representative wishes to appoint a trustee on behalf of her or his minor child(ren), the trust may stay in effect only until the oldest child becomes 18 and is otherwise eligible to assume the Representative-ship.

A Representative-ship is reliant on the Representative-ship ability of the individual Representative; therefore if a Representative's interest in a Representative Agreement is bequeathed to joint devisees who desire to assume the Representative's rights and obligations under such Consulting Agreement, they must form a Business Entity, identifying the person responsible for the entity's operation and submit a properly completed and signed Business Entity Registration Form and otherwise comply with all of the requirements for a Business Entity that is a Representative-ship, as set forth in these Policies and Procedures. The Company will issue all Commission and Performance Bonus payments and one IRS Form 1099 to the new Business Entity.

Incapacity

Upon the incapacity of a Representative, the Representative's agent, attorney-in-fact, or legal representative (each of such persons referred to herein as an "Agent") may act on behalf of such Representative under an applicable Representative Agreement, subject to the conditions and requirements of this Section and applicable law. However, an Agent may not act on behalf of a Representative under the applicable Representative Agreement if The Company determines, in its sole discretion, that the Representative-ship, other Representatives in the applicable Upline, or The Company will be adversely affected by reason of such action; provided, however, that The Company's exercise of such discretion shall be subject to any limitations under applicable law. Alternatively, an Agent may request that the applicable Representative-ship be placed on hiatus. Please consult Section 12h to learn more about special hiatus requests. The 4-month hiatus limitation in Section 12h does not apply to hiatus requests made pursuant to this Section 14e.

Appropriate legal documentation must be submitted to The Company in connection with any action by an Agent under this Section. Accordingly, each Representative should consult her or his attorney to assist in the preparation of a power of attorney or other legal instrument that will authorize an Agent to act on behalf of such Representative under her or his Representative Agreement.

In order for an Agent to act on behalf of an incapacitated Representative, the Agent must provide the following to The Company:

- the power of attorney or other legal instrument authorizing the Agent to act on behalf of the Representative under her or his Representative Agreement, in a form acceptable to The Company; and
- such other documents as The Company may require in its sole discretion, including, without limitation, an affidavit from the Agent stating that the power of attorney or other legal instrument remains effective at the time it is presented to The Company and/or an indemnification agreement from the Agent.

14g. All Other Transfers by Representatives Prohibited:

Except as expressly permitted by this Section 14 with The Company's prior written approval, Representatives shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Representative Agreement, their Representative-ships, or any rights or obligations under the Representative Agreement. Any purported assignment of the Representative Agreement, including for the sale, transfer, delegation or other disposition of the Representative-ship, except as permitted herein, will be null and void.

SECTION 15: TERMINATION AND SUSPENSION

15a. Voluntary Termination:

A Representative has the right to terminate her or his Representative-ship and the Representative Agreement at any time regardless of the reason. Representatives who voluntarily terminate must complete the termination process on the Company's Website. Alternatively, a properly completed and signed Termination Notice Form may be submitted to the Sales Support Department and will be effective when received and processed by The Company. (Please allow seven to ten (7-10) Business Days for processing once the termination request has been received.) A Representative may also voluntarily

terminate the Representative-ship and Representative Agreement by electing not to renew as described in Section 5l, or by selling or transferring the Representative-ship as described in Section 14.

A Representative who terminates her or his Representative Agreement on a voluntary basis shall have the right to seek reinstatement to the Company Program pursuant to the provisions of Section 15d of these Policies and Procedures.

15b. Involuntary Termination:

In addition to the imposition of any remedial action described in Section 16, The Company reserves the right to terminate the Representative Agreement and the Representative-ship of any Representative who, in the judgment of The Company, failed to provide required information including, but not limited to, Social Security Number or Federal Tax Identification Number, has violated the terms of the Representative Agreement including, but not limited to, the provisions of the Representative Application and these Policies and Procedures, or for acts or omissions which The Company reasonably deems to be harmful to the interests of other Representatives, to Customers or to The Company. Involuntary termination shall be effective upon The Company' notice to Representative.

A Representative who has her or his Representative Agreement terminated on an involuntary basis may seek reinstatement to the Company Program by submitting a formal written request after the one (1) year anniversary of the termination date. The Company, however, reserves the right to reject any such request in its sole discretion. If The Company accepts the reinstatement request, the Representative must complete a new Representative Agreement and purchase a new Business Portfolio. A reinstated Representative will have no access or rights to any Downline organization that may have existed under her or his prior Representative Agreement.

15c. Effect of Termination:

Upon any expiration or termination of a Representative Agreement, the former Representative shall have no right, title, claim or interest to the Representative-ship or Downline that she or he operated, or to the opportunity to receive any Commissions or Performance Bonuses from future sales generated by the Representative-ship or Downline. A Representative whose Representative Agreement is terminated will lose all rights to participate in or benefit from the Program. This includes the right to sell the Company's Products, act as a Sponsor, use any Company's Trademarks or other Company's Content for any purpose, and the right to receive future Commissions and Performance Bonuses or other income resulting from sales and other activities of the Representative's former Downline. In the event of termination, all licenses granted to the Representative hereunder, if any, shall automatically terminate, and the terminated Representative agrees to waive all rights, if any, she or he may have, including but not limited to, property rights, if any, to her or his former Downline and any Commissions, Performance Bonuses, Incentive Program Rewards or other amounts derived from the future sales and other activities of such Downline.

Former Representatives shall not hold themselves out as Representatives and shall not have the right to sell the Company's Products, sponsor other Representatives or otherwise participate in the Program. Representatives whose Representative-ships are terminated shall receive Commissions and Performance Bonuses for the last full Commission Periods in which they were active and qualified prior to termination

(less any amounts withheld during any suspension preceding an involuntary termination, any outstanding balance that may exist on the Representatives' accounts, or any other amounts that may be owed to The Company). Incentive Program Rewards are only eligible to those Representatives who hold an active Representative Agreement. For information regarding inactive Internal Accounts and unclaimed commissions, performance bonuses and credits, refer to Section 12g. The Company will not be liable to any Representative for damages of any kind solely as a result of terminating a Representative-ship or Representative Agreement in accordance with the terms set forth herein, and termination of the Representative Agreement will be without prejudice to any other right or remedy of The Company under the Representative Agreement or applicable law.

Upon any expiration or termination of the Representative Agreement, the following sections of these Policies and Procedures shall survive and continue: Sections 2, 3b, 5j (with respect to Beneficial Owners' obligations related to their respective Business Entities), 6g (with respect to the confidentiality of Performance Reports (Downline Activity)), 6j, 6k, 6m, 6n (with respect to each of 6m and 6n, any Confidential Information or Customer Data retained by Representatives after termination), 6p, 6q, 6r, 11a, 11d, 11h, 12c, 13, 14g, 15c, 16 and 17.

15d. Re-Enrollment:

A Representative who has voluntarily terminated, either through resignation, non-renewal, or through sale or transfer of the Representative-ship may re-enroll as a Representative by purchasing a Business Portfolio and the Representative will be provided a new Identification Number. Re-enrollment timelines: (i) If a Representative wishes to re-enroll within six (6) months of the deactivation date she or he must remain under her or his same sponsor; or (ii) If a Representative wishes to re-enroll more than six (6) months after the deactivation date, she or he may enroll under any The Company Representative. Please contact the Sales Support Department for instructions on how to re-enroll. Please note: the Representative's Downline organization will remain with the Upline Representative, which is where it was placed when the Representative voluntarily terminated.

15e. Cessation of Business:

The Company expressly reserves the right to terminate all Representative Agreements upon thirty (30) days written notice (or upon such shorter notice as required by unforeseen circumstances) in the event it elects to: (i) cease business operations; (ii) dissolve as a business entity; or (iii) terminate distribution of its products via direct selling.

SECTION 16: REMEDIAL ACTIONS, GRIEVANCES, AND COMPLAINTS

16a. Remedial Actions:

A violation of the Representative Agreement by a Representative, or her or his employees, independent contractors or agents, including but not limited to failure to adhere to these Policies and Procedures, a violation of any common law duty, such as any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission that, in the sole discretion of The Company, may damage its reputation or goodwill, may be considered a breach of the Representative's Agreement with The Company. In the event of such a violation, The Company may, in its sole discretion, elect to provide the Representative with a warning and/or an opportunity to cure the breach. Measures The Company may take could include one or more of the following:

- a coaching email or telephone call;
- issuance of a written warning letter or admonition to the offending Representative;
- requiring the offending Representative to take immediate corrective measures;
- the withholding of all or part of the offending Representative's Commissions or Performance Bonuses or eligibility for Incentive Program Rewards during the period that The Company is investigating any conduct allegedly in violation of the Representative Agreement or as a result of The Company's determination that such withholding is required in light of the circumstances. If the Representative's business is ultimately terminated, the Representative will not be entitled to recover any Commissions, Performance Bonuses or Incentive Program Rewards withheld during the investigation period;
- suspension of the offender's Representative Agreement, including suspension of payment of Commissions or Performance Bonuses or entitlement to Incentive Program Rewards for one or more Commission Periods;
- involuntary termination of the offender's Representative Agreement;
- any other measure expressly allowed within any provisions of the Representative Agreement or which The Company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the offending Representative's policy violation or contractual breach; and
- in situations deemed appropriate by The Company, the Company may institute legal proceedings for monetary and/or equitable relief.

16b. Grievances and Complaints:

When a Representative has a grievance or complaint with another Representative regarding any practices or conduct in relationship to her or his Representative-ship, the complaining Representative should first report the problem to her or his Sponsor. If the matter cannot be resolved, it may be reported in writing to the Compliance Department by filling out a Grievance Report Form available in Team Office Library. If a Representative has a complaint of harassment or other inappropriate conduct on the part of an employee or representative of The Company, the Representative may file a report with the Compliance Department without first reporting the issue to her or his Sponsor. The Compliance Department will review the facts and may attempt to assist the Representative to resolve the issue.

If the issue is such that a Representative feels threatened with serious bodily harm or believes she or he is the victim of financial fraud or other criminal activity, then the Representative should contact law enforcement authorities and file a police report.

SECTION 17: WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

17a. Warranty; Disclaimer:

The Company warrants to Representatives that the Company's Products as and when delivered by The Company shall be free from material defects. The Company's sole obligation to Representatives, and Representatives' sole and exclusive remedy, for breach of this warranty shall be to return any defective

Company's Product and receive a replacement or refund as described in Section 10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE Company's PRODUCTS, THE PROGRAM, Company's MARKETING MATERIALS, Company's BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THE REPRESENTATIVE AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

17b. Limitation of Liability:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A REPRESENTATIVE OR THE COMPANY (INCLUDING ANY OF ITS RELATED PARTIES (AS DEFINED IN SECTION 18i)) 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 REPRESENTATIVE AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE Company's PRODUCTS, THE PROGRAM, Company's MARKETING MATERIALS OR Company's 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 REPRESENTATIVE OR THE COMPANY (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17c. Indemnification:

Each Representative agrees to indemnify, defend and hold harmless The Company (together with its Related Parties as defined in Section 18i), its agents, other Representatives, stockholders, members, employees, directors, officers and attorneys (collectively "Indemnified Parties") from and against any and all losses or liabilities (including attorney's fees) they may suffer or incur as a result of such Representative's breach or alleged breach of the Representative Agreement, including, without limitation, any terms or conditions of these Policies and Procedures. Without limitation of the foregoing, each Representative shall specifically indemnify the Related Parties against any losses or liabilities they may suffer or incur as a result of such Representative being deemed an employee, agent or holding any status other than an independent contractor and such Representative's tax liabilities.

SECTION 18: MISCELLANEOUS; DISPUTE RESOLUTION

18a. Severability:

If any provision of the Representative Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining part of such provision and all other provisions of the Representative Agreement will continue in full force and effect to the maximum extent possible so as to effect the intent of the parties, or if incapable of such enforcement, only such limited portion of the provision that is held to be void or unenforceable shall be deleted from the Representative Agreement, and the remainder of the Representative Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect.

18b. Waivers:

The waiver by either party of a breach of or a default under any provision of the Representative Agreement will not be effective unless in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of the Representative Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

18c. Governing Law:

The Representative Agreement is to be construed in accordance with and governed by the laws of California, without giving effect to the laws of any other jurisdiction.

This Agreement is intended to govern the terms and conditions that apply to The Company Representatives for whom the United States (or its territories) is their Home Country, regardless of any individual's residence or sales territory. To the extent that any provision of this Agreement is not enforceable under applicable law, including Section 16600 of the California Business and Professions Code, which prohibits contracts that restrain persons from engaging in a lawful profession, trade or business of any kind, the parties agree to renegotiate such provision in good faith. In the event the parties cannot reach mutually agreeable and enforceable replacement for such provision, then: a) such provision shall be stricken from this Agreement; b) the balance of this Agreement shall be interpreted as if such provision were excluded; and c) the balance of this Agreement shall be enforceable in accord with its terms.

18d. Right to Use Third Parties:

Notwithstanding anything to the contrary in the Representative Agreement, The Company may use Representatives or other contractors in connection with the performance of its obligations and the exercise of its rights under the Representative Agreement.

18e. Force Majeure:

The Company will not be liable to any Representative for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, or inability to obtain raw materials, supplies, equipment or power needed to perform hereunder.

18f. Interpretation:

For purposes of interpreting the Representative Agreement: (i) headings are for reference purposes only and will not be deemed a part of the Representative Agreement; (ii) unless the context otherwise requires, the singular includes the plural and the plural includes the singular; (iii) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder," and other words of similar import refer to the Representative Agreement as a whole and not to any particular section or paragraph; and (iv) the words "include" and "including" shall not be construed as terms of limitation and shall therefore mean "including but not limited to" and "including without limitation."

18g. Entire Agreement:

The Representative Agreement, along with all documents incorporated by reference, in their current form and as amended by the Company in its sole discretion, constitute the entire agreement of the parties hereto with respect to its subject matter. The Representative Agreement supersedes all previous, contemporaneous, inconsistent agreements, negotiations, representations and promises between the parties, written or oral, regarding the subject matter hereunder. There are no oral or written collateral representations, agreements or understandings except as provided herein.

18h. Notices:

Except as otherwise expressly set forth in the Representative Agreement, all notices required or permitted by the Representative Agreement shall be in writing and sent to the party to be notified. Notices to The Company shall be sent to Sucavu, 530-B Harkle Road, Suite 100 Santa Fe, NM 87505, Attention: Legal, or by email to support@sucavu.com. Notices to a Representative shall be sent via email to the email address on the applicable Representative Application or updated Representative Account Profile or by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or certified or registered mail.

18i. Dispute Resolution:

Any controversy, claim or dispute of whatever nature arising between Representative, on the one hand, and the Company and/or the Related Parties (as defined below), on the other, including but not limited to those arising out of or relating to the Representative Agreement including these Policies and Procedures or the breach thereof, the sale, purchase or use of the Company's Products or Business Building Collections, or the commercial, economic or other relationship of Representative and The Company and/or the Related Parties (for purposes of this Section 18i, 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 in this Section 18i.

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.

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 in Santa Fe, New Mexico 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 arbitrator in the case. The arbitrator shall not have the power to alter, modify, amend, add to or subtract from any provision of the Representative Agreement other than as set forth in Section 12 of the Representative Application or Section 18a or 18c of these Policies and Procedures, or to rule upon or grant any extension, renewal or continuance of the Representative Agreement. To the fullest extent allowed by law, the arbitrator shall not have the power to award special, incidental, indirect, punitive or exemplary, or consequential damages of any kind or nature, however caused, except where a party is bringing a statutory claim that expressly provides for such remedies.

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 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.

All communications, whether oral, written or electronic, in any negotiation, mediation or arbitration pursuant to this Section shall be treated as confidential and those made in the course of negotiation or mediation, including any offer, promise or other statement, whether made by any of the parties, their agents, employees, experts or attorneys, or by the mediator or any JAMS employee, shall also be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and shall be inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiation or mediation.

To the fullest extent allowed by law: 1) 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 Representative, on the one hand, and The Company and any Related Parties involved on the other, except where applicable law requires that The Company bear any costs unique to arbitration (which The Company shall bear); and 2) the parties shall bear their own legal fees and expenses of negotiation, mediation and arbitration, unless a party prevails on a statutory claim which affords the prevailing party attorneys' fees and costs, in which case the arbitrator shall have the authority to award such fees and costs to the prevailing party.

Although the Representative Agreement is made and entered into between Representative and The Company, The Company' affiliates, owners, members, managers and employees ("Related Parties") are intended third party beneficiaries of the Representative Agreement for purposes of the provisions of the Representative 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 Representative and The 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.

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 of the State of New Mexico residing in the City of Santa Fe. 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. Each party in any proceeding under this policy shall be responsible for its own attorney's fees, legal expenses and costs. If any portion of this Section is held to be unenforceable for any reason, the remainder shall remain in full force and effect.

Nothing in this Section shall preclude any party from seeking interim or provisional relief concerning the Dispute, including a temporary restraining order, a preliminary injunction, or an order of attachment, either prior to or during negotiation, mediation or arbitration.

In the event any portion of this provision regarding arbitration and waiver of class claims is found to be unenforceable, such portion shall be severable from the remainder of this provision, which shall remain in full force and effect. Any amendment to this provision, or to the Dispute Resolution provision in the Representative Agreement, shall not apply to: (1) a dispute arising prior to the effective date of such amendment; or (2) a Representative who declines to participate in the Company's Program following the Effective Date of any such amendment.

Appendix B:

Glossary

Applicant

A potential Representative who has submitted a Representative Application that is under consideration by The Company and has not yet been accepted or rejected by The Company.

Authorized Country

An Authorized Country is a country in which The Company has established direct selling operations. See Section 5n of the Policies and Procedures for further details regarding the states, territories or provinces where The Company conducts its operations.

Beneficial Owner

Any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has: (a) voting power which includes the power to vote, or to direct the voting of, the Business Entity's ownership interest and/or (b) investment power which includes the power to dispose, or to direct the disposition of, such ownership interest.

Business Building Collection

A Collection that includes a Business Portfolio and an additional assortment of the Company's Products and/or Company's Marketing Materials (which The Company may change at its sole discretion) as described in the Representative Application. Each Applicant is required to purchase a Business Portfolio (either by itself or as part of the purchase of a Business Building Collection, which includes a Business Portfolio) at the time she or he submits a Representative Application to The Company.

Business Days Monday through Friday, excluding holidays observed by the Company.

Business Entity

A corporation, limited liability company, partnership or trust that has submitted a properly completed Business Entity Registration Form that has been approved by The Company.

Business Entity Registration Form

The legally binding agreement that must be properly completed, signed and submitted by a Business Entity and the Representative seeking to assign her or his Representative-ship to the Business Entity, subject to approval by The Company in its sole discretion. The Representative must be a Beneficial Owner of the Business Entity.

Business Portfolio

A portfolio that includes certain Company's Marketing Materials (which The Company may change at its sole discretion). Each Applicant is required to purchase a Business Portfolio (either by itself or as part of the purchase of a Business Building Collection, which includes a Business Portfolio) at the time she or he submits a Representative Application to the Company.

Compensation Plan

The Compensation Plan attached as Appendix A to the Policies and Procedures and which is incorporated into and part of these Policies and Procedures.

Confidential Information

The confidential and/or proprietary information of The Company, which includes, but is not limited to, the Performance Reports (Downline Activity) and all information contained in such reports, all Customer Data, and Company's Product development plans, pricing, problem reports and performance information, marketing and financial plans and data, Customer emails, Representative emails, contact information and training materials. For the avoidance of doubt, all information in Team Office is Company's Confidential Information and shall not be disclosed or made publicly available.

Representative

Representatives, or Independent Representatives, may be individuals, married couples or Business Entities that: (i) have submitted a Representative Application that has been accepted by The Company; (ii) comply with the requirements of the Representative Agreement, including the obligations set forth in the Policies and Procedures; and (iii) renews the Representative Agreement annually in accordance with Policies and Procedures. Unless otherwise specified, the term "Representative" refers to any Representative, whether or not such Representative has been promoted to a higher Title.

Representative Agreement

The legally binding agreement between The Company and each Representative consisting of:

- (i) a properly completed and submitted Representative Application, which includes Terms and Conditions, that has been accepted by The Company;
- (ii) the Policies and Procedures that are incorporated into and form an integral part of the Representative Agreement; and
- (iii) if applicable, a properly completed and signed Business Entity Registration Form that has been accepted by the Company.

Representative Application

The official application that must be properly completed and submitted to The Company by an Applicant to apply to become a Representative, together with the terms and conditions set forth therein. Each Representative Application is subject to acceptance or rejection by The Company in its sole discretion.

Representative Information

Each Representative's name, address, phone number, email address, Social Security Number or Federal Tax Identification Number, date of birth and other information required to be provided in or with a Representative Application.

Representative Price

The price at which The Company offers the Company's Products for sale to Representatives, which is typically less than the prices offered to Retail Customers.

Representative-ship

A Representative's independent business for marketing and selling the Company's Products, as authorized by the Representative Agreement.

Customer

A person, either a Preferred Customer (PC) or Retail Customer, who purchases the Company's Products for the purpose of personally using them rather than for resale to another person.

Customer Data

All data and information submitted by a Customer or potential Customer to a Representative in connection with a purchase of the Company's Products, or otherwise about an identifiable Customer or potential Customer, including, without limitation, such Customer's name, address, phone number, payment account information, products ordered and order volume.

Customer Identification Number (CID)

Each Representative, Preferred Customer and Retail Customer is assigned a unique Customer Identification Number (CID) by The Company for identification in The Company's records and computer system. A CID must be used to identify her/himself to The Company in all correspondence with The Company and may also be required for certain transactions. A Representative may provide her or his CID to Retail Customers, Preferred Customers and business prospects to assist The Company in connecting Retail Customers, Preferred Customers and business prospects to the Representative's account.

Customer Satisfaction Guarantee

The guarantee that The Company offers to Customers for all Company's Products. Under the Customer Satisfaction Guarantee, if for any reason a Customer is not completely satisfied with any Company's Product, The Company allows the Customer to return the unused portion within thirty (30) days of purchase for a full refund of the purchase price (less shipping charges). Representatives have certain responsibilities with respect to the Customer Satisfaction Guarantee.

Home Country The country in which a Representative enrolls is her or his "Home Country."

Income Disclaimer

The Company does not guarantee that Representatives participating in the The Company Program will generate any income. As with any business, each Representative's business results may vary. Earnings depend on a number of factors, including the area in which you live, individual effort, business experience, diligence and Representative-ship. Potential Representatives are urged to perform their own due diligence prior to making any decision to participate. For information about earnings at The Company, see the Income Disclosure Statement. The Insider Scoop A newsletter available to The Company enrolled Representatives via email weekly and in the TEAM OFFICE Library. Representatives are expected to read The Insider Scoop, which contains important information regarding The Company events, Products, recognition of Representatives, compliance issues, special editions and other matters useful to Representatives in conducting their The Company activities.

Line Switching

Line Switching is re-enrolling under a different Sponsor in less than a six (6) month period after terminating an account or while still enrolled under a previous Sponsor. Line Switching is strictly prohibited. If a Representative wishes to change Sponsors, the Representative must terminate her or his Representative-ship and wait six (6) months. After six (6) months, the Representative may re-enroll under a new Sponsor. For information regarding Line Switching see Section 7d.

Password

A unique string of numbers and/or letter characters that provides Representatives access to the Company's Website, her or his respective Sucavu Personal Website (PWS) and Team Office. The Password is required to obtain online performance history records, Performance Reports (Downline Activity) and other information critical to the management of a Representative-ship. A separate and unique Password will be used to access the Internal account. Passwords are highly confidential and must not be shared with anyone.

Payment Processor

A third party retained by The Company to pay Commissions and Performance Bonuses earned by Representatives through The Company Compensation Plan. The Payment Processor will set up an account (an "Internal Account") for Representatives and deposit monies owed to Representatives into their Internal Accounts.

Performance Report (Downline Activity)

A report generated by The Company that provides critical data relating to the identities of a Representative's sales team and their sales performance, and enrollment (sponsoring) activity of each Representative's sales team. All Performance Reports and the data contained therein are the Confidential Information of The Company. For more information, see Section 6g. Performance Reports (Downline Activity).

Policies and Procedures

The policies, procedures, rules, guidelines and other terms and conditions set forth in the document of which the Compensation Plan and this Glossary are incorporated therein by reference and attached as Appendices A and B thereto are a part (as may be amended from time to time at the sole discretion of The Company), which, together with the terms and conditions set forth in a Representative Application accepted by The Company, constitute the legally binding agreement between The Company and each Representative. Policies and Procedures are updated from time to time and all Representatives are required to review and accept all updates in order to access Team Office or other Company systems.

Preferred Customer (PC)

A Customer who purchases the Company's Products, mostly from the Company through a Representative, and enrolls in PC Smart-ship, a monthly auto-replenishment and Customer loyalty program (see PC Smart-ship Terms and Conditions located in the TEAM OFFICE Library for more details). A Preferred Customer's volume is separated from a PC Sponsor's SV and treated as Level 1 Volume. It is

included in the calculation of PV when personally sponsored, paid Level 1 Commissions to the PC's personal sponsor and included in an Executive Representative's Personal Team. Additionally, a Representative will receive bonuses on orders placed by their Level 1 Preferred Customers.

Product Disclaimer

This is not intended to be used as a substitute for medical advice. Results may vary depending upon the individual and will depend on multiple factors including your age, gender, skin type and condition, concomitant products used, health history, where you live (climate, humidity), lifestyle and diet. The Company makes no guarantee as to the results that you may experience.

Program

The Company Representative Compensation Plan, as defined above.

Team Office

Team Office is an online enterprise management system designed to support a Representative. Every Representative has access to basic Team Office functions which include basic reporting and access to the TEAM OFFICE Library that holds The Company - produced training materials, flyers, product information, event information and communications.

Sucavu Personal Website (PWS) Personalized websites provided by The Company to a Representative participating in the optional subscription Team Office Pro. Sucavu Personal Websites (PWS) are linked to the Representative's CID and may be used for placing Customer orders and enrolling new Representatives. An additional monthly charge may apply for Sucavu Personal Websites (PWS).

Company Mall

Representatives may order additional Company's Marketing Materials and Company's Business Supplies on the Team Office Back-Office. Because the Team Office Back-Office is a third party supplier, the purchase of additional Company's Marketing Materials and Company's Business Supplies on the Team Office Back-Office is subject to the return policy of the Team Office Back-Office and does not qualify as Commissionable Volume for the Compensation Plan. Representatives can reach the Team Office Back-Office through the TEAM OFFICE Library.

Internal Account

An Internal Account is a pay account (sometimes referred to as a "wallet" or "portal") that is set up for Representatives by an independent Payment Processor retained by The Company. With the exception of certain payments made on an exception basis, all Commissions or Performance Bonuses that Representatives may earn will be paid through her or his Internal Account.

Company's Business Supplies

The business supplies, such as business cards, stationery, etc., that Representatives may purchase from The Company or its approved third party suppliers.

Company's Content

The Company's Content includes: (i) all Company's Trademarks; (ii) all text, images, graphics and other content and materials used or displayed on or in connection with any Company's Product (or any related packaging), Company's Marketing Materials, Company's Business Supplies or the Company's Website; and (iii) the names, images and likenesses of the principals of The Company.

Company's Marketing Materials

The advertising, marketing, and informational materials that The Company provides for the Company's Products and the Program from time to time. Certain Company's Marketing Materials are included in the Business Portfolio.

Company's Products (or Products)

The Company products, regimens and tools that Representatives are authorized to sell under the Agreement.

Company's Trademarks

All trademarks, service marks, trade names, product names, logos and domain names used or displayed on or in connection with any Company's Product (or any related packaging), Company's Marketing Materials, Company's Business Supplies or the Company's Website owned by The Company or any parent, subsidiary or related companies.

Company's Website

The Internet site located at the URL address sucavu.com.

Receipt of Order

A Representative, Preferred Customer or Retail Customer accepting delivery of Company's Products shipped from The Company.

Retail Customer

A Customer who purchases the Company's Products from or through a Representative or direct to The Company at Suggested Retail Price. Retail Customer volume, from purchases made through the Company's Website or a Representative PWS, is attributed to the selling Representative's SV and Retail Profit, but no Commissionable Volume is assigned to that Representative.

Return Merchandise Authorization

The process by which a Customer or Representative must follow to return merchandise to The Company. See Section 10, above.

Security Breach

A breach of security or an unauthorized disclosure, access, acquisition or use of Customer Data or any Confidential Information of The Company, including such access or acquisition as a result of theft, hacking or inadvertent error.

Sponsor

A Representative who enrolls another Representative into the Program and is listed as the Sponsor on the Representative Application (Enrollment Sponsor), or to whom a Downline Representative has been assigned through Compression or Roll Around (Performance Sponsor). See Compensation Plan for definitions of Enrollment Sponsor and Performance Sponsor.

Termination

The non-renewal termination, or other voluntary or involuntary termination of a Representative-ship following which the former Representative shall have no right, title, claim or interest to the Representative-ship or Downline that she or he operated or to the opportunity to receive any Commissions or Performance Bonuses from the sales generated by such Representative-ship or Downline.

Unauthorized Country

An Unauthorized Country is a country in which The Company has not established direct selling operations.