

## **SECTION 1- INTRODUCTION**

### **1.1 – Policies and Compensation Plan Incorporated to the Leader Agreement**

These Policies and Procedures, in their current way and as modified at the sole discretion of VIVRI® in compliance with the provisions of this section, are incorporated into and form an integral part of the VIVRI® Independent Commercial Distribution Agreement (hereinafter the "Agreement"). Throughout these Policies, when the term "Agreement" is used, it refers collectively to the VIVRI® Independent Commercial Distribution Application and Agreement, these Policies and Procedures, the VIVRI® Compensation Plan, the VIVRI® Business Entity Annex (only applicable to business entities that apply to become a Leader, in accordance with the provisions of these Policies and Procedures), the Privacy Policy for the Replicated VIVRI® Independent Leader Website and the Rules of the Centers of Distribution, Clubs or other independent commercial entities that distribute VIVRI® products. These documents are incorporated by reference in the Agreement (all in their current form and as modified by VIVRI®).

### **1.2 – Changes in the Agreement**

VIVRI® reserves the right to modify the Agreement as well as its products and prices of the same, including but not limited to the addition of a fee for the replicated website and/or use of Back-Office, at its sole and absolute discretion. By executing the Leader Agreement, a Leader undertakes to respect all amendments or modifications made by VIVRI®. The amendments will be effective 30 days after the publication of the notification and the publication of the modified provisions. The notification of the amendments and the amendments themselves will be published in the Back-Office of the Leaders. The Leaders must accept any change or amendment to the Agreement either expressly, by sending a written notice to VIVRI®, or tacitly, at the time when the Leaders send VIVRI® a purchase order subsequently to the publication of any modification to the Agreement.

### **1.3- Policies and Distributable Provisions**

If any of the provisions of the Agreement, in their current way and as modified, becomes invalid or inapplicable for any reason, only the inapplicable part (s) of the provision shall be excluded and the other terms and conditions shall continue in full force and effect. The excluded provision, or part thereof, shall be reformed to reflect the purpose of the provision as clearly as possible.

### **1.4 – Waiver**

Under no circumstances can it be understood that the Company waives its right to insist on compliance with the Agreement and with the applicable laws that govern the conduct of a company. No failure or omission of VIVRI® to exercise any right or insist on strict compliance by a Leader with any obligation or provision of the Agreement and applicable law, or any custom or practice of the parties in disagreement with the terms of the Agreement, will constitute a waiver of VIVRI®'s right to demand the exact fulfillment of the Agreement. The existence of any claim or

cause of action of a Leader against VIVRI® does not constitute a defense to VIVRI®'s requirement of any term or provision of the Agreement.

## **SECTION 2 – Becoming a Leader**

### **2.1- Requirements to Become a Leader**

In order to become a VIVRI® Leader, each applicant must:

- a) To be at least 18 years old at the time of signing and delivering his/her Application to VIVRI®;
- b) Be a legal resident of the country where you wish to be registered for tax purposes;
- c) To participate in the basic training for VIVRI® Leaders;
- d) To deliver the Application and Independent Distribution Agreement VIVRI® duly completed;
- e) To provide VIVRI® with fiscal and legal information. In case of not being registered before in fiscal authorities, the VIVRI® Leader expressly authorizes VIVRI® to register him/her in the aforementioned registry;
- f) To sign and deliver the original Application and the Independent Distribution Agreement VIVRI®, together with a copy of an official identification with a current photograph.

### **2.2 – Business Kits and Purchase of Products**

No person is forced to buy VIVRI®'s products to become a Leader. Nevertheless, in order to familiarize the new Leaders with VIVRI®'s products, services, sales support and other matters, the Company recommends the purchase of an optional Start Kit.

### **2.3- Leader Benefits**

Once the Application and Agreement have been accepted by VIVRI®, the benefits of the Compensation Plan and the Leader Agreement are available for the new Leader. These benefits include the right to:

- To sell VIVRI®'s products and services;
- To participate in VIVRI®'s Compensation Plan (to receive bonuses as appropriate pursuant to the provisions of these Policies and Procedures and the Compensation Plan);
- To invite other individuals to participate as Leaders in the VIVRI® business, and therefore, to construct a marketing organization and advance through VIVRI®'s Compensation Plan;
- To occasionally receive VIVRI®'s literature and other VIVRI®'s communications;
- To participate in support, service, training, motivation and recognition functions sponsored by VIVRI®, by paying the corresponding charges, when applicable.

- To participate in promotional and incentive contests and programs sponsored by VIVRI® for their Leaders.

#### **2.4- Term and Renovation of your VIVRI® Business**

The Agreement shall be valid until: (a) it is intentionally canceled by the Leader; (b) the Leader does not comply with the minimum Volume of repurchase necessary to remain active under VIVRI®'s Compensation Plan during six consecutive months; or, (c) the Agreement is intentionally canceled by the Company.

## **SECTION 3- OPERATION OF A VIVRI® BUSINESS**

### **3.1- Methods and Marketing Tools Created by a Leader**

Leaders must subject to the provisions of VIVRI®'s Compensation Plan as established in the official literature of VIVRI®. Leaders shall not offer VIVRI®'s business opportunity through, or in combination of, any other system, program, sales tools or marketing method that is not specially established in VIVRI®'s official literature. Leaders must not demand or encourage other current or potential Leaders to execute any arrangement or agreement that are not VIVRI®'s official arrangements or agreements in order to become a VIVRI® Leader. Likewise, Leaders shall not require nor encourage other current or potential Leaders or Customers to make any purchase of, or the payment to, any individual or other entity to participate in VIVRI®'s Compensation Plan, with the exception of identified purchases or payments as recommended or required in VIVRI®'s official literature.

### **3.2- Advertising**

#### **General**

All Leaders must protect and encourage VIVRI®'s and its products' good reputation. VIVRI®'s marketing and promotion, VIVRI®'s opportunity, the Compensation Plan, and other VIVRI®'s products must avoid incorrect, deceiving, unethical or immoral practices.

To promote both the products and services, as the great opportunity that VIVRI® offers, unless specifically stated otherwise, Leaders can only use marketing methods, training methods, literature, advertising and promotional materials, and replicated websites ("Sales Tools") produced and provided by VIVRI®. The Company has carefully designed its products, product labels, Compensation Plan and sales tools to ensure that they are promoted fairly and truthfully, well founded, and that the material complies with the legal requirements of federal and state laws. Consequently, Leaders must not produce their own sales tools.

Approved sales tools will be published in the document library section of the Leaders' Back-Office and will be made available to all Leaders free of charge. If a Leader has an idea for a sales tool, he or she can present it to the Company. It is at the discretion of the Company if the Sales Tool will be developed and provided to the sales force. The Leader who submitted the Sales Tool to the Company waives all claims for any compensation for such use and grants VIVRI® an irrevocable license to use the Sales Tool that the Company deems appropriate.

#### **Trademarks and Copyright**

The name "VIVRI®" and other names that may be adopted by VIVRI® are trade names, registered trademarks and service marks of VIVRI®. As such, these marks are of great value to VIVRI® and Leaders are licensed to use them only in the expressly authorized manner. VIVRI® will not allow the use of its trade names, trademarks, designs or symbols, or any other derivative of said trademarks, by any person, including VIVRI® Leaders, in any non authorized way without prior written permission from VIVRI®.

The content of all events sponsored by the Company is copyrighted material. The Leaders may not produce or distribute for sale any event or recorded speech of the Company without written authorization from VIVRI®, nor may they reproduce for sale or for personal use any recording of audio or video presentations produced by the Company.

As an Independent Leader, you can only use the name "VIVRI®" in the following way:

Name of the Leader  
Independent Leader of VIVRI®

E.g.:

Alice Smith  
Independent Leader of VIVRI®

Leaders cannot use the name VIVRI® alone or jointly with any geographic location without appointing the name of the Independent Leader or the abbreviation LIV™ and without prior approval by the Company. Any questions or approval should be sent to [publicaciones@VIVRI.com](mailto:publicaciones@VIVRI.com)

#### **Logo for VIVRI®'s Independent Leader**

If you use a VIVRI® logo in any communication, you should only use the version of the VIVRI® logo for Independent Leader available in your Back Office.

#### **Media and Media Questions**

Leaders should not try to answer media questions regarding VIVRI®, its products or services, or its independent VIVRI® business. All inquiries of any type of media should be immediately referred to the Marketing Department of VIVRI®.

This policy is designed to ensure that accurate and consistent information is provided to the public, as well as an adequate public image.

#### **Unsolicited E-mails**

VIVRI® does not allow Leaders to send unsolicited commercial messages unless such emails strictly comply with applicable laws and regulations. Any email sent by a Leader that promotes VIVRI®, the VIVRI® opportunity, or VIVRI®'s products and services must comply with the following:

- It must contain a functioning email sender address.
- It must contain a notice in the email that informs the recipient that he or she can respond to the email through the functioning email address of the sender, to request that orders or future correspondence are not sent to him/her (this is, an opt-out notice).
- The email must include the business address of the Leader.
- The email must clearly and obviously show that the message is advertising or a request.
- The use of deceptive subject lines and/or false information in headings is prohibited.

- All opt-out requests, whether received by email or regular mail, must be respected. If a Leader receives a request to exclude a recipient from an email, the Leader must send the exclusion request to the Company.

VIVRI® can periodically send commercial emails on behalf of the Leaders. By accepting the Leader Agreement, the Leader agrees that the Company may send such emails and that the business and email addresses of the Leader are included in the emails as described above, in accordance with the provisions of the Privacy Policy contained in these Policies and Procedures.

### **Unsolicited Faxes**

Except as expressly provided in this section, the Leaders may not use or transmit unsolicited faxes in connection with their VIVRI® business. The term "unsolicited faxes" shall include the transfer by telephone, fax or computer of any advertising material or information or promotion of VIVRI®, its products, its compensation plan or any other aspect of the Company to any person, except that these terms do not include a fax: (a) to any person with prior express permission or invitation, or (b) to any person with whom the Leader has an established business or personal relationship. The term "established business or personal relationship" implies a previous or existing relationship formed by a mean of voluntary and reciprocal communication between a Leader and a specific person, based on: (a) a consultation, request, purchase or transaction by the person in relation to the products offered by the Leader; or, (b) a personal or family relationship, which has not been previously terminated by either party.

### **Telephone Directory List**

Leaders can list themselves as an "Independent VIVRI® Leader" in the white or yellow pages of the phone book, or in online directories, under their own name. No Leader can advertise by phone or notices in online directories using VIVRI®'s name or logo. Leaders can not answer the phone by saying "VIVRI®", or in any other way that would lead the caller to believe that he or she has contacted the corporate offices of VIVRI®. If a Leader wants to publish his/her name in a telephone or directory online, he/she must be registered in the following manner:

Name of the Leader  
Independent Leader of VIVRI®

## **3.3 – Online Behavior**

### **Web Pages for Leaders**

Leaders have a website replicated by VIVRI®, from which they can take orders, register new Leaders, and register customers in the automatic sending program, as well as to manage their VIVRI® business.

Leaders can create independent websites to sell or promote VIVRI®'s products as long as they comply with everything stipulated in this document and with the following guidelines:

- They must respect the manner of naming their domain as stipulated in the section of **Trademarks and Copyright**.
- They should make it clear that the website is owned by an Independent Leader.
- The contents must be taken from the official literature of VIVRI® or adhere to the concepts and data thereof, always seeking the accuracy and veracity of the same.
- Leaders cannot use the website they use to promote VIVRI® to promote other products and brands.

### **Websites Replicated by VIVRI®**

Because the Replicated Websites reside in the VIVRI.com domain, VIVRI® reserves the right to receive analysis and information on the use of its website, to make subsequent use of the chosen user for purposes that suit VIVRI®, always in strict compliance with the Privacy Policy contained in this document.

If you decide to change your default username on your replicated website, you must change this default identification and choose an identifiable and unique name for the website that can not:

- a) Be confused with other parts of the VIVRI® corporate website;
- b) Confuse a reasonable person to think that he/she has had access to a page of the VIVRI® corporate site;
- c) Be confused with any VIVRI® name;
- d) Contain incorrect, misleading or out of tune phrases or words that may damage VIVRI®'s image.

For this reason VIVRI® advises that Leaders use their name or Leader number for their replicated site.

### **Access to the Back-Office**

VIVRI® offers the Leaders a Back-office that contains information about its business, bonuses, structure, supporting documents. However, this Back-office is a support and not a right, so VIVRI® reserves the right to deny, charge or eliminate Leaders' access to the Back-office.

### **Domain names, E-mail addresses and Online Alias**

Leaders are not authorized to use or register VIVRI® or any of VIVRI®'s trademarks, product names, or any derivative, by any Internet domain name, email address, or online alias. In addition, domain names, email addresses and/or online alias that could cause confusion or are misleading can not be used or registered, as they make individuals believe or assume that the communication is from, or is the property of, VIVRI®.

### **Hotlinks**

By directing readers to your replicated VIVRI® website, it must be apparent to a reasonable reader and from a combination of the link and the surrounding context that the link will end up on the site of an **independent** VIVRI® seller. Attempts to deceptively mislead Internet traffic that people are accessing a VIVRI® corporate site, when they actually access the replicated website of a Leader, will not be allowed. The determination that it is misleading or what constitutes a reasonable reader is at the sole discretion of VIVRI®. All links to your replicated website must comply with the requirements set forth in the Independent Leader's Back-Office and the Terms of Use of the replicated Website.

### **Banner Advertising**

You can place banner ads on third-party websites as long as you use banner templates approved by VIVRI®. No banner may be placed on any website that requires the viewer to be 18 years of age or older to watch the content, or to contain any content that is defamatory, vulgar, profane, incites violence or hatred, racist, discriminatory, pornographic, or otherwise offensive. VIVRI® will have the exclusive right to determine what is offensive, and may require a Leader to remove a banner from any site it deems offensive or otherwise prohibited in accordance with this policy. All advertising banners must link only to your replicated website and/or independent website. Leaders cannot use blind ads (ads that do not reveal the identity of the company).

### **Spam Linking**

Spam links are defined as multiple consecutive presentations of the same content or similar content on blogs, wikis, guest books, web pages or other online public access discussion boards or forums and is not allowed. This includes sending spam through a blog, spam through comments on blogs and/or spam indexing. All the comments you make in blogs, forums, guest books, etc., must be unique, informative and relevant.

### **Presentation in Digital Media (YouTube, iTunes, PhotoBucket, etc).**

Leaders can upload, send or publish video, audio or photographic content related to VIVRI® that they develop and create as long as the same are in line with the values of VIVRI®, it contribute to the ultimate good of the VIVRI® community, the VIVRI® style guide and are in compliance with the VIVRI® Policies and Procedures. All presentations must clearly identify you as a VIVRI® Independent Leader in both the content itself and the content description label, you must comply with all copyright/legal requirements, and indicate that you are solely responsible for the said content. Leaders cannot upload, send or publish any content (video, audio, presentations or any other computer file) received from VIVRI® or captured at official VIVRI® events or at buildings owned or operated by VIVRI® without prior authorization in writing from VIVRI®.

### **Sponsored Links or Pay Per Click Advertising (PPC)**

Sponsored links or pay per click advertising (PPC) is acceptable. The URL or destination of the advertisement must make clear that the user is directed to an Independent Leader website.



Nevertheless, the user must neither be deceived to believe that he/she is directed to a VIVRI®'s corporate site.

### **Domain Names and Email Addresses**

Except for the provisions in the electronic version (online) of the Application and Leader Agreement, Leaders cannot use or try to register any  
Except as provided in the electronic (online) version of the Leader Application and Agreement, Leaders may not use or attempt to register any of VIVRI®'s trade names, trademarks, service names, service marks, product names, Company's name, or any other element derived from the foregoing, for any Internet domain name, e-mail address, or the name or address of social media.

### **Social Media**

Social Media can be used by Leaders to share information about the VIVRI® business opportunity and for prospecting and sponsorship. However, Leaders who choose to use Social Media must comply with the Policies and Procedures in all aspects.

The profiles that a Leader generates in any social community where VIVRI® is discussed or mentioned, must clearly identify the Leader as a VIVRI® Independent Leader, and when a Leader participates in those communities, Leaders must avoid conversations, comments, images, video, audio, applications that are inappropriate or any other content for adults, that is profane, discriminatory or vulgar. The determination of what is inappropriate is at the sole discretion of VIVRI®, and Leaders who are offensive will be subject to administrative sanctions. Advertisements and banner images used on these sites must be current and must come from the approved VIVRI® library and/or be approved by VIVRI® (publications@VIVRI.com).

Leaders cannot use spam blog, spamdexing or any other mass replicated method to leave comments on blogs. The comments created or left by the Leaders must be useful, unique, relevant and specific to the blog article.

### **Leaders are Responsible for their Publications**

Leaders are personally responsible for their publications and any other online activity that relates to VIVRI®. Therefore, even if a Leader does not own or operate a blog or social networking site, if a Leader posts publications to any site that is related to VIVRI® or that may be related to VIVRI®, the Leader is responsible for such publication. Leaders are also responsible for the publications that occur in any blog or social networking site that the Leader owns, operates, or controls.

### **Identification as an Independent Leader of VIVRI®**

You must disclose your full name on all publications in Social Media and visibly identify yourself as a VIVRI® Independent Leader. Anonymous publications or the use of an alias are prohibited.

### **Deceptive Notices**

Publications that are false or deceptive are prohibited. This includes, but is not limited to, false or misleading advertisements regarding VIVRI®'s income opportunity, VIVRI®'s products and services, and/or your biographical information and credentials.

### **The Use of Intellectual Property of Third Parties**

If you use the trademarks, trade names, service marks, copyrights or intellectual property of a third party in any publication, it is your responsibility to ensure that you have received the appropriate license to use the intellectual property, and pay the corresponding fee for the license. All intellectual property of third parties must be duly referenced as the property of third parties, and must adhere to the restrictions and conditions that the owner of the intellectual property establishes on the use of his/her property. Under no circumstances, VIVRI® will be responsible for any use or payment derived from the use of any intellectual property element owned by third parties employed by any VIVRI® Leader.

### **Respecting Privacy**

The privacy of others must always be respected in any type of message. Leaders must not participate in rumors or gossip about any individual, company, products or services of the competition. Leaders cannot list the names of other people or entities in their ads unless they have the written authorization of the person or entity that is the subject matter of their publication.

### **Professionalism**

You must make sure that your messages are true and accurate. This requires you to review the facts of all the material you post online. You should also carefully check the spelling, punctuation and grammatical errors of your notices. The use of offensive language is prohibited.

### **Prohibited Ads**

Leaders cannot create any ad or link to any publication or material that:

- Is sexually explicit, obscene or pornographic;
- Is offensive, profane, indecent, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether for reasons of race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or in any other way);
- Is graphically violent, including images of violent video games;
- Require any illegal behavior;
- Participate in personal attacks against any individual, group or entity;
- Is a violation of the intellectual property rights of the Company or of any third party

### **Response to Negative Messages**

If you are aware of any negative message to VIVRI®, you must report it to publications@VIVRI.com.

### **Social Media Sites with Website Features**

Because some Social Media sites are particularly robust, the difference between a Social Media site and a website may not be clear. VIVRI® therefore reserves the sole and exclusive right to classify certain Social Media sites as websites and require that Leaders using, or wishing to use, such sites adhere to company policies related to independent websites.

### **Cancelation of Your VIVRI® Business**

If your VIVRI® business is canceled for any reason, you must stop using the name of VIVRI®, and all VIVRI® trademarks, trade names, service marks and other intellectual property and all derivatives of those trademarks and intellectual property, in any publication and all Social Media sites that you use. If you post on any Social Media site where you have previously identified yourself as a VIVRI® Independent Leader, you must clearly reveal that you are no longer a VIVRI® Independent Leader.

### **3.4 - Business Entities**

When a VIVRI® Leader has reached the AMBASSADOR level, the said Leader may request to VIVRI® by submitting a Leader Application and Agreement, along with a duly completed Business Entity Annex, a copy of his/her incorporation documents and a copy of his/her RFC, and VIVRI® may accept, in its absolute discretion, that the said Leader administers his/her VIVRI® business through a limited company, limited liability company, partnership or civil association (collectively referred to in this section as a "Business Entity") . The Business Entity, as well as all the shareholders, members, directors, partners, administrators and other parties with ownership interests, or management responsibilities of the Business Entity (collectively "Affiliated Parties") shall be individually, jointly and severally liable for any debt with VIVRI®, the compliance with the VIVRI® Policies and Procedures, the VIVRI® Leader Agreement and other obligations with VIVRI®.

#### **Changes in a Business Entity**

Each Leader must promptly notify VIVRI® of all changes in the kind of business entity he/she uses in his/her business operation and the addition or terminations of affiliated parties.

### **3.5- Change of Sponsorship**

VIVRI® prohibits changes in sponsorship. As a result, the transfer of a VIVRI® business from one sponsor to another is not allowed. A Leader can legitimately change organizations or sponsor by canceling his/her VIVRI® business and remaining inactive (i.e., without purchases of VIVRI® products for resale, sales of VIVRI® products, sponsorship, or assistance to any of the VIVRI® functions, the participation in any other form of Leader activity, or the operation of any other VIVRI® business, or the perception of income derived from the VIVRI® business) for six (6) full calendar months. After the six-month period of full inactivity, the former Leader may reapply for

a new sponsor, however, the former leader's descending line will remain on their original line of sponsorship.

### **Claims Waiver**

In cases where adequate sponsorship change procedures have not been followed, and a descending organization has been created in the second business developed by a Leader, VIVRI® reserves the sole and exclusive right to determine the final disposition of the descending organization. The conflict resolution around the correct placement of a descending line that has been developed in an organization that has incorrectly changed sponsors is often very difficult. Therefore, LEADERS WAIVE ALL CLAIMS AGAINST VIVRI®, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES AND AGENTS THAT RELATE TO, OR RESULT FROM, THE VIVRI® DECISION IN RELATION TO THE PROVISION OF ANY DESCENDING LINE ORGANIZATION THAT IS DEVELOPED UNDER AN ORGANIZATION THAT HAS INCORRECTLY CHANGED ITS SPONSORSHIP LINES.

### **3.6 - Claims and Unauthorized Actions**

#### **Compensation**

A Leader is fully responsible for all of his/her verbal and written statements made in relation to VIVRI®'s products, services and Compensation Plan that are not expressly contained in the official VIVRI® materials. This includes statements and representations made through all media sources, either from person to person, at meetings, online, through Social Media, in printed version, or any other means of communication. Leaders undertake to indemnify VIVRI®, as well as its directors, officers, employees and agents, and exonerate them from all liability, including, but not limited to, any judgment, civil penalty, reimbursement, attorneys' fees, legal costs, or lost business incurred by VIVRI® as a result of the unauthorized representations or actions of the Leader. This provision will survive the termination of the Leader Agreement.

#### **Declarations About Products**

Leaders must not make statements, including, but not limited to, any testimony about VIVRI®'s products or services that are not contained in the official VIVRI® literature or published on the official VIVRI® site. Under no circumstances may any Leader declare or imply that any VIVRI® product is useful in the diagnosis, treatment, cure or prevention of any disease, ailment, injury or other medical condition.

#### **Weight Loss Testimonials**

If a Leader gives a weight loss testimony in relation to VIVRI® products, the Leader must comply with each of the following:

- The Leader giving the testimony should clearly reveal and emphasize that he/she is an Independent VIVRI® Leader;
- The testimony must be true and accurate, and must disclose any additional material information that impacted his/her weight loss;

- No testimonies may be given in reference to the use of company products and their impact on any type of illness, including, but not limited to, any statement about diabetes or cholesterol reduction.

### **Income Claims**

A Leader, when presenting or discussing the VIVRI®'s opportunity or Compensation Plan to a potential Leader, can not under any circumstances make income projections, income declarations, or make promises of possible income in relation to the development of his/her VIVRI business®.

### **3.7- The Prohibition of Repackaging and Re-Labeling**

VIVRI®'s products can only be sold in their original packaging. Leaders cannot repackage, re-label or modify the labels of VIVRI®'s products. The handling of labels and packaging could be a violation of federal and state laws and may result in civil or criminal liability.

### **3.8 - Commercial Premises**

Leaders cannot sell VIVRI®'s products in commercial premises, nor can they display or sell VIVRI®'s products or literature in any sales or service establishment without the express written consent of VIVRI®.

### **3.9- Fairs, Exhibitions and Other Sales Forums**

Leaders can exhibit and/or sell VIVRI®'s products at professional fairs and exhibitions, provided they comply with the following provisions. Before requesting participation from the event promoter, Leaders must contact the LIV™ Experience Department in writing to obtain a conditional authorization to participate in the event or exhibition in question. The authorization will be granted only for the specified event. Leaders must submit a new authorization request to the LIV™ Experience Department for each new event in which they wish to participate.

Notwithstanding the foregoing, VIVRI® reserves the right to refuse authorization to participate in any fair or exhibition that, in its sole discretion, does not appear to be an adequate forum for the promotion of its products, services, or the VIVRI® opportunity. Authorizations will not be granted for exchange meetings, garage sales, flea markets or farmers markets, since these events are not compatible with the professional image that VIVRI® wishes to transmit.

### **3.10 - Conflicts of Interests**

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The Leader will be obligated not to commit acts of conflict of interest, that is, he/she will not actively or passively promote, either as a distributor, shareholder, advisor, executive or in any way, any other company directly selling any product or service, as well as any activity and in any business model that is in contrast to the interests and values of VIVRI®. This limitation will apply in any geographic location. The incurrence of any of these situations shall be the immediate cause

of termination of any agreement entered into, as well as the commercial distribution and mediation between the parties; the Leader being permanently discharged.

While the Leader is active and for up to 2 years after the date on which both parties have terminated for any reason the validity of this document, the Leader agrees not to invite and/or directly or indirectly recruit executives of the COMPANY or any LIV™ active or inactive, to participate, affiliate or associate in another direct sales company. In case of incurring in breach of this commitment, the latter shall be subject to compensation in favor of VIVRI®.

### **Persuasion of the Sales Force of Other Direct Sellers**

If a Leader is engaged in another business or Network Marketing program other than VIVRI®, it is the responsibility of the Leader to ensure that his/her VIVRI® business is fully operated separately from all other companies and/or Network Marketing programs. For this purpose, the Leader must adhere to the following:

- Leaders must not sell or attempt to sell, any programs, products, or services that are not VIVRI®'s that compete with VIVRI® and are sold through another Network Marketing Program to VIVRI® Customers or Leaders. Any program, product or service that is cataloged within the same generic categories of VIVRI® will be considered to be the competence of VIVRI®, regardless of differences in cost, quality or other distinguishing factors.
- Leaders will not show promotional material, aids, sales techniques, products or services of VIVRI® in any promotional material, sales aids, products or services that are not of VIVRI®.
- Leaders will not offer VIVRI®'s opportunity, services or products to potential or existing Customers or Leaders in conjunction with any program, opportunity, product or service other than VIVRI®.
- Leaders will not offer any opportunity, product, service or opportunity other than VIVRI®'s at any meeting, seminar, convention, online seminar, teleconference or other function that is related to VIVRI®.

### **Confidential Information**

Confidential information includes, but is not limited to, the identities of VIVRI®'s Customers and Leaders, contact information of VIVRI®'s Customers and Leaders, personal information of the Leaders and/or the Wholesale Base Team, and the rank of Leader and/or performance levels. Confidential Information is or may be available to Leaders in their respective support offices. The Leader's access to such confidential information is protected by a password and the Confidential Information constitutes trade business secrets owned by VIVRI®. The said Confidential Information is granted to the Leaders in the strictest confidence and is made available to the Leaders with the sole purpose of helping the latter in the development efforts of their respective sales organizations within his/her VIVRI® business. Each Leader and VIVRI® agree that VIVRI® will not provide Confidential Information to the Leader, except as provided in this confidentiality and

non-disclosure agreement. To protect Confidential Information, Leaders may not, by their own behalf or on behalf of any other person, partnership, association, corporation or other entity:

- Disclose, directly or indirectly, any Confidential Information to a third party;
- Disclose, directly or indirectly, the password or access code to the Back Office of any other Leader to a third party;
- Use Confidential Information to compete with VIVRI®, or for any other purpose that is not promoting his/her VIVRI® business;
- Refer or request any VIVRI® Leader or Customer listed on any report or in the Leader's Back-Office, or in any way attempt to influence or induce any VIVRI® Leader or Customer to alter their business relationship with VIVRI®;
- Use or disclose to any person, corporation or association or any other entity any confidential information.

### **3.11- Persuasion of the Sales Force of Other Direct Sellers**

VIVRI® disapproves of Leaders who consciously address the sales force of another direct sales company to sell VIVRI®'s products or to become VIVRI® Independent Leaders, nor does VIVRI® approve the request or incentive by Leaders for members of the sales force of another direct sales company to violate the terms of their contract with that company. If a Leader becomes involved in such activity, the Leader assumes the risk of being sued by the other direct sales company, without any liability for VIVRI®. If any lawsuit, arbitration or mediation is initiated against a Leader by a third party alleging that he or she participated in reference activities of its sales force or customers inappropriately, or in any way violated his/her contract with the third party, VIVRI® shall not pay any of the defense expenses or attorney fees of the Leader, nor will VIVRI® indemnify the Leader from any judgment, award or agreement. In the event that the third party initiates or threatens to bring legal action against VIVRI® based on the behavior of the Leader, the Leader agrees to indemnify VIVRI® for all resolutions, transactions, payments of any other nature, procedural costs and attorney's fees that VIVRI® incurs in relation to such legal action or threat of legal action.

### **3.12- Mistakes or Questions**

If a Leader has questions or believes that mistakes have been made in relation to bonuses, genealogy lists or charges, the Leader must notify VIVRI® in writing within 30 days of the date of the alleged mistake or incident in question. VIVRI® shall not be responsible for any mistake, omission or problem that is not communicated to the Company by the means of communication established by the same within the said 30 days.

### **3.13 - Government Approval and Support**

No federal or state regulatory agency or any other official governmental entity approves or endorses any type of direct sales company or companies or network marketing programs. Therefore, Leaders shall not declare or imply that VIVRI® or its Compensation Plan have been "approved", "endorsed" or otherwise sanctioned by any governmental agency.

### **3.14-Income Tax**

Each VIVRI® Leader is required to pay the applicable local, state or federal taxes on all commissions, bonuses, compensation or any other income he or she receives as a VIVRI® Leader.

Regardless of the foregoing, VIVRI® should consider, as a general rule, that any purchase order by a Leader corresponds to a purchase of products for personal consumption. In accordance with the foregoing, VIVRI® will be obligated to issue in favor of the Leader that made the purchase, a fiscal receipt that must comply with the fiscal provisions provided for at laws for such purpose, when the Leader so requests it.

First, the VIVRI® Leaders must pay the income tax, the value added tax and any other applicable tax, for the commercial mediation activities (commissions) that they carry out in favor of VIVRI®, that is, for the commissions derived from the sales of your downline.

In cases that apply, VIVRI® Leaders accept that VIVRI® calculates and withholds the income tax corresponding to the payments made under the Compensation Plan. Under this regime, the Leaders will also be released from the obligation to pay the value added tax derived from said activities. Leaders can apply for VIVRI® in writing and VIVRI® will provide receipts and proof of withholding that are applicable in accordance with legal provisions..

Nevertheless, if a Leader reaches the level of \_\_\_\_\_, he/she may request to VIVRI® and VIVRI® may accept at its sole discretion, the non-application of the above described regime from the following fiscal year to the one in which the application is submitted. In this case, the Leader must calculate and pay directly the income tax and the value added tax caused by his/her activities as a VIVRI® Leader and must issue a tax receipt that complies with all the requirements provided in the tax legislation in favor of VIVRI® prior to the payment of any commission, compensation or any other payment.

In the event that the Leader manages his/her VIVRI® business through an entity, the latter must also issue a tax receipt that complies with all the requirements set forth in the tax legislation in favor of VIVRI® prior to the payment of any commission, compensation or any other payment.

### **3.15- Independent Contractor Conditions'**

Leaders are independent contractors. The Agreement between VIVRI® and its Leaders does not create nor shall create at any time an employer-employee relationship, agency, association or joint venture between the Company and the Leader. The Leaders shall not be considered as employees of VIVRI® for any legal effect. All Leaders must comply with the laws and regulations related to their independent distribution business, including the payment of any local, state or federal taxes derived from the exercise of their activity as a VIVRI® Leader. The Leader has no capacity or authority whatsoever (express or implicit) to bind the Company with any obligation. Each Leader must establish his/her own objectives, schedules and methods of sale, as long as he



or she complies with the terms of the Leader Agreement, these Policies and Procedures, and the applicable laws. Furthermore, the Leaders shall not be under any circumstance under the direction, express or implicit, of VIVRI®, nor will they be subject to any schedule or to comply with obligations different from those expressly agreed in terms of the Leader Agreement and these Policies and Procedures.

### **3.16- International Marketing**

Leaders are authorized to sell VIVRI®'s products, and register customers or Leaders only in countries where VIVRI® is authorized to conduct business and which are published on the company's official website or other official documentation of the Company. VIVRI®'s products or sales aids can not be sent or sold in any foreign country that the Company has not announced as officially open for business.

### **3.17- Sale, Transfer or Assignment of a VIVRI® business**

The relationship between VIVRI® and the Leaders is personal. Therefore, the Leaders cannot sell, transfer or assign their VIVRI businesses to any third party, except their heirs through the succession modes provided in laws. Likewise, if a VIVRI® business is operated under a business entity format (that is, as a limited company, limited liability company or business partnerships), the participation in the business entity must remain with the original owners. If the original owners of a VIVRI® business, or of the original owners of a business entity that owns a VIVRI® business, sells or transfers its stake in the business entity, or the right to receive income for the VIVRI® business, the VIVRI® business will be finalized.

### **3.18- Transaction of a VIVRI® business after a Divorce or Dissolution of a Business Entity**

VIVRI® Leaders sometimes operate their VIVRI® businesses as a marital partnership, corporations, limited liability companies or business partnerships. At the time a marriage ends in a divorce or a Business Entity is dissolved, arrangements must be made to ensure that the separation or division of the business is carried out in an appropriate manner so as not to adversely affect the interests and in the outcome of other VIVRI® Leaders or Business Entities up or down the line of sponsorship.

During the divorce, the parties must adopt one of the following methods of operation:

- One of the parties may, with the consent of the other party, operate the VIVRI® business by virtue of a written assignment in which the spouse who wishes to leave the VIVRI® business gives up all of his or her rights to the other spouse and renounces to directly deal with the other spouse in front of VIVRI®, or
- The parties may continue to operate the VIVRI® business together under the "business-as-usual" basis, with which all compensations paid by VIVRI® will be paid according to the status quo that existed prior to the request for divorce or procedure of dissolution. This is the default procedure if the parties do not agree on the format indicated above. In no case shall the Descending Line Organization of divorcing spouses be divided. Likewise, under no circumstance will VIVRI® make any division of the commission and bonus checks between the divorcing spouses. VIVRI® will recognize only a Descending Line Organization

and will issue a single commission check for each VIVRI® business per commission cycle. Any commission will always be paid to the same person. In the event that the parties to a divorce can not resolve a dispute over the provision of bonuses and ownership of the business in a timely manner as determined by the Company, the VIVRI® Leader will be required to cancel its VIVRI® business.

If a former spouse has completely renounced all rights in the original VIVRI® business, pursuant to the provisions agreed in the divorce proceedings, he or she shall be free to register under any sponsor of his/her choice as of the said date, without having to wait six calendar months to do so. The spouse waiving to his/her rights in the VIVRI® business in accordance with the forgoing shall not have any right to change the Leaders in his/her former organization or for any previous retail client to his/her new organization or to receive any compensation derived from the activities the latter performs. In accordance with the above, the Leader who is in the previous situation must develop his/her new business in the same way as any other new Leader would.

In case of dissolution of a Business Entity, the VIVRI® business can be transferred to one of the original owners of the business entity. However, the VIVRI® business cannot be transferred to anyone other than the original owners of the business entity. Any attempt to transfer the VIVRI® business to any other person or entity will result in the termination of the VIVRI® business. Anyone who has declined to maintain an interest in the VIVRI® business must wait six calendar months before re-enrolling as a VIVRI® Leader.

In any case, any VIVRI® Leader involved in the sale, transfer or assignment of a VIVRI® business will be responsible for the payment of all taxes that are caused by the sale, transfer or assignment, for which VIVRI® is released of all and any liability in this regard.

### **3.19- Online Sponsorship**

By sponsoring a new Leader through the enrollment process by any means, the sponsor can assist the new applicant in filling out the registration materials. Nevertheless, the applicant must personally appear, as well as review and accept the application and the Agreement, VIVRI®'s Policies and Procedures and VIVRI®'s Compensation Plan.

### **3.20- Succession**

In case of death or incapacity of the Leader, his/her business can be inherited to his/her heirs or legatees. The corresponding legal documentation must be sent to the Company to carry out the corresponding procedures. Consequently, a Leader should consult a lawyer to assist him in the preparation of a will. Each time a VIVRI® business is transferred by succession, the beneficiary acquires the right to collect all the deceased marketing bonuses, provided the successor:

- Executes a Leader Agreement;
- Complies with the terms and provisions of the Agreement;
- Complies with all the necessary requirements to keep the deceased Leader status or level;
- The heir or legatees must provide VIVRI® a "registration address" so every bonus check is sent to the same.

### **3.21- Transfer due to Death of a Leader**

In order to carry out a testamentary transfer of a VIVRI® business, the executor of the estate must provide the following information/documentation to VIVRI®: (1) an original death certificate, (2) the documents that record the distribution of the inheritance in accordance with the applicable inheritance procedure.

### **3.22 - Transfer due to Disability of a Leader**

In order carry out a transfer of a VIVRI® business due to disability of a Leader, the successor must provide VIVRI® with all the information related to the declaration of the Leader as incapable, in strict compliance with the provisions of the applicable legislation.

## **SECTION 4 – LEADER’S RESPONSIBILITIES**

### **4.1- Change of Address, Telephone, and Email Addresses**

Leaders must update their information, including those related to his/her telephone, email, etc. Leaders may update the said information at any time through his/her Back Office.

### **4.2- Continuous Development Obligations**

#### **Continuous Training**

Any Leader who sponsors another VIVRI® Leader must continually support all his/her team, in addition to making sure his/her descending line has full support for his/her VIVRI® business. Leaders must have permanent contact with the Leaders of their descending line organizations. Examples of that contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, email, and the accompaniment of the descending line Leaders to VIVRI® meetings, training sessions and other functions. The ascending line Leaders are also responsible for motivating and training new Leaders in the knowledge of VIVRI®’s products, effective sales techniques, the VIVRI® Compensation Plan, and compliance with the Company's Policies and Procedures.

Leaders must ensure that all their teams know VIVRI®’s values, policies and products and that they always handle themselves with ethics, cordiality and respect among all.

Leaders must monitor that their team conducts their business legally, appropriately and always in tune with VIVRI®’s values. They must also ensure that their team always handle themselves with accurate information about the business, the products and the company.

In any of the above assumptions, Leaders agree to carry out the activities described above without receiving remuneration or compensation for the development of the same.

#### **Increase of the Training Responsibilities**

As the Leaders through the different levels of leadership acquire more experience in sales techniques, product knowledge and the Comprehension Plan they may be called to share their knowledge with other Leaders or applicants in the business, in which case Leaders shall not receive remuneration or compensation for these activities.

#### **4.3- Negative Comments**

VIVRI® wants to offer its independent Leaders the best products, Compensation Plan, and service of the industry. Consequently, we value your constructive criticism and comments. All comments should be formulated through the portal [www.VIVRI.com/soyliv](http://www.VIVRI.com/soyliv). Leaders should not disparage, demean, or make negative comments about VIVRI®, other VIVRI® Leaders, VIVRI® products, the Marketing and Compensation Plan, or VIVRI® directors, officers or employees. Complaints and concerns about VIVRI® and/or its products should be directed to the LIVs™ Service Department.

#### **4.4 - Providing Documentation to Applicants**

Leaders must provide the most up-to-date version of the Policies and Procedures and the Compensation Plan to the people they sponsor to become Leaders before the applicant signs a Leader Agreement, or ensure that they have online access to these materials.

## **SECTION 5 – SALES REQUIREMENTS**

### **5.1- Product sales**

VIVRI®'s Compensation Plan is based on the sale of VIVRI®'s products and services to final consumers. Leaders must comply with the personal and team sales requirements (as well as comply with other responsibilities established in the Agreement) to be entitled to bonuses and advancement of rank.

### **5.2 - No Territory Restrictions**

There are no exclusive territories granted to any person for the sale of VIVRI®'s products and for the development of the VIVRI® business.

### **5.3 - Sales Receipts**

All Leaders must provide their customers with two copies of an official VIVRI® receipt at the time of the sale. These receipts will establish the Customer Satisfaction Guarantee, as well as the consumer protection rights offered by applicable federal or state laws. Leaders must keep all retail sales receipts for a period of five years and must provide them to VIVRI® if requested.

## **SECTION 6- Bonuses**

### **6.1- Bonuses' Requirements and Frequency**

A Leader must be active and in compliance with the Agreement to qualify for bonuses. These bonuses will be paid according to the compensation plan. The minimum amount for which VIVRI® will issue a commission is \$50.00 Dollars. If a Leader's bonuses are not equal to or are greater than \$50.00, VIVRI® will accumulate his/her bonuses until it reaches the minimum amount and then issue the payment.

### **6.2 - Adjustment of Bonuses**

#### **Adjustments due to Return of Products**

If there are product returns, VIVRI® will adjust the bonuses of the Leaders to reflect the effects of such return.

#### **Written Copy of Commission Checks**

The company pays bonuses through a check either on paper or through direct deposit.

VIVRI® shall charge a fee of \$5.00 Dollars plus the value added tax ("VAT") for each paper check that is issued.

### **6.3- Reports**

All information provided by VIVRI®'s activity reports in descending line, including but not limited to the wholesale, personal and/or team (or part of it) Sales and the descending line sponsorship activity is accurate and reliable. Nevertheless, there may be inaccuracies due to various factors, including but not limited to the inherent possibility of human error, digital errors, software, accuracy, integrity and timeliness of orders, credit card denial and electronic payments, returned of products, etc.

All information about points, bonuses, system or personnel is published, "as is", without guarantees, express or implied, or representations of any kind. In particular, there will be no guarantee of commercialization, suitability for a particular use, or non-infringement.

To the maximum extent permitted by applicable law, VIVRI® and/or its directors and/or representatives will not be liable in any case before any leader or any other person for direct, indirect, consequential, incidental, special or punitive damages that arise from the use of the basis of access to personal information and/or wholesale team (including but not limited to loss of profits, premiums, loss of opportunity and damage that may result from inaccuracy, omissions, inconvenience, delay or loss from the use of the information), even if VIVRI® or other persons create or transmit such information.

## **SECTION 7 - PRODUCT GUARANTEES, RETURNS AND REPURCHASE OF STOCK**

### **Return policy**

#### **7.1 - Cancellation of Orders and Satisfaction Guarantee**

Leaders must notify their retail customers that they have five working days to rescind their purchase and receive a refund before returning the products in the same conditions in which they were delivered. In addition, Leaders must inform their clients verbally about this right, and shall provide them with two copies of a sales receipt at the time of the sale, and must indicate this right of cancellation on the receipt.

#### **7.2 Return of Stock and Sales Assistants after Cancellation by Leaders**

Upon the cancellation of the Leader Agreement, the Leader may return any Business Kit, products and sales tools that he or she personally has acquired (however, the purchases of other Leaders or third parties are not subject to refund) that are in resale conditions (see definition of "resale" below), as long as the products and/or sales tools have been acquired within one year prior to the date of cancellation of the Agreement. Upon receipt of a business kit in conditions of resale and/or resale products and sales aids, the Leader will be reimbursed 90% of the net cost of the original purchase price. Shipping and handling expenses incurred by a Leader for the return of Business Kits, products or sales support materials that were purchased will not be reimbursed. If purchases were made through a credit card, the refund will be credited back to the same account. If a Leader is paid a commission on the basis of a product that he/she has purchased, and that product is subsequently returned for reimbursement, the commission paid on the basis of that product will be deducted from the refund amount.

It will be considered that the products and sales tools are in conditions of "resale" if each of the following elements are fulfilled: 1) they have not been opened and are unused, 2) the packaging and labeling has not been altered or damaged, and 3) it is returned to VIVRI® within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as discontinued, or as a temporary disposition product, may not be resold.

#### **7.4- Procedures for all returns**

The following procedures shall be applied to all returns by reimbursement, repurchase or exchange:

- All merchandise purchased at the VIVRI® Club price must be returned to the Leader who generated the sale to the customer, and it is the responsibility of the Leader to return the merchandise to VIVRI®. If the merchandise has not been purchased at a VIVRI® price, the customer must return the merchandise directly to VIVRI®.
- All products that are returned must have an authorization number that will be obtained by calling the Leadership Services Department. This authorization number must be written in each box returned.
- The returned product must be accompanied by:

- The original signed receipt; the packaging with the consumer information and the unused part of the product in its original packaging.
- The box of merchandise and packaging materials are to be used in the packaging of the product (s) that are returned for replacement, and the best and most economical means of shipping are suggested. All returns must be sent to VIVRI® by pre-paid shipping. VIVRI® does not accept to collect the shipment of non pre-paid packages. The risk of loss in the shipment of the returned products shall be borne by the Leader. If the returned product is not received by the Company's Distribution Center, it is the responsibility of the Chief to track the shipment.
- If a Leader must return merchandise to VIVRI® that was previously returned to him or her by a retail customer, the product must be received by VIVRI® within ten (10) days from the date the retail customer has returned the merchandise to the Leader, and must be accompanied by the purchase receipt that the Leader gave to the customer at the time of the sale. There is no return or replacement of the product if the conditions of these rules are not met.



## **SECTION 8 – CONFLICT RESOLUTION AND DISCIPLINARY PROCEDURE**

### **8.1- Disciplinary Sanctions**

The violation of the Agreement, these Policies and Procedures, the violation of any right provided for in the applicable law, including but not limited to any applicable law of loyalty, any illegal activity, fraudulent, deceptive or unethical activities, or any act or omission of a Leader that in the sole discretion of the Company may damage its reputation or goodwill (such harmful act or omission does not have to be related to the business of the VIVRI® Leader), may result, at the discretion of VIVRI®, in one or more of the following corrective measures:

- Issuance of a warning or reprimand in writing;
- Require the Leader to take immediate corrective actions;
- Imposition of a fine, which can be withheld from the bonds;
- Loss of rights to one or more bonds;
- VIVRI® may deny a Leader all or part of the Leader's bonuses during the period that VIVRI® is investigating any conduct in violation of the Agreement. If a Leader's businesses is canceled for disciplinary reasons, the Leader shall not be entitled to recover the bonds retained during the investigation period;
- Suspension of the Leader Agreement of the person of one or more payment periods;
- Involuntary termination of the Leader Agreement;
- Suspension and/or termination of the website of the offending VIVRI® Leader or access to the website;
- Any other measure expressly permitted in any of the provisions of the Agreement or that VIVRI® considers feasible and appropriate to fairly resolve the damages caused in part or exclusively by any violation of the Leader's policies or breach of contract;

### **8.2- Complaints and Claims**

When a Leader has a complaint or claim against another Leader, they must solve it jointly and always in good faith.

### **8.3- Arbitration**

Except as otherwise provided in the Agreement, any dispute or claim arising out of or related to the Agreement, or breach thereof, shall be resolved by confidential arbitration. The Parties waive the rights to a trial by jury or before a court. The arbitration shall be filed before, and administered by the American Arbitration Association, in accordance with the AAA Commercial Arbitration Rules and the Mediation Procedures, which are available on the AAA's website at [www.adr.org](http://www.adr.org).

Copies of the AAA Commercial Arbitration Rules and mediation procedures will also be sent to the Leaders upon request to the VIVRI® Customer Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all arbitration actions:

The Rules for undertaking evidence in commercial arbitration issued by the International Bar Association ("IBA Rules Undertaking of Evidence in International Arbitration") will apply in all cases;

The arbitration hearing will begin no later than 365 days from the date the arbitrator is appointed, and shall last no more than five business days;

The same time will be assigned so that each of the Parties presents their respective cases;

The arbitration must be presented individually and not as part of a consolidated class or action. All arbitration proceedings will be held in Reno, Nevada. There will be an arbitrator selected from the panel that the AAA offers. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and, if necessary, shall be reduced to a judgment in any court that the parties have consented to the jurisdiction as set forth in the Agreement. The parties and the arbitrator shall maintain the confidentiality of the arbitration procedures and shall not disclose to third parties:

The principle of, or the basis for, the controversy, dispute or claim;

The substance or content of any settlement offer or of conversations for an agreement or offers related to the controversy;

The requests, or the content of the allegations or documents that accompany it, submitted in any arbitration procedure;

The content of the testimonies or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration;

The terms or amount of an arbitral award;

The decisions of the arbitrator on the procedural and/or substantive matters.

Notwithstanding the foregoing, no provision of the Agreement shall prevent either party from seeking and obtaining from a court a temporary restraining order, precautionary or final measure, or other equitable relief to safeguard and protect in favor of its trade secrets, and intellectual property rights, trade secrets, and/or confidential information, including but not limited to the exercise of his/her rights under the non-acquisition provision of the Agreement.

#### **8.4- Law on Administration, Jurisdiction and Authority**

The Agreement shall be governed in all its aspects and clauses by the USA Laws, submitting both parties, in any matter not subject to arbitration regarding the interpretation or fulfillment thereof,

to the competent courts of Dallas, Texas, expressly waiving any another jurisdiction that may correspond to them for any reason.

#### **8.5- Damage Limitation**

In any action arising out of or relating to the Agreement, the parties waive all claims for punitive, incidental and/or consequential damages, even if the other party has been informed of the possibility of such damages. In addition, the parties waive all claims of exemplary or punitive damages.

## **SECTION 9 – PAYMENT AND SHIPMENT**

### **9.1- Restrictions on the Use of Credit and Debit Cards by Third Parties**

Leaders shall not allow that other Leaders, potential Leaders, or the customers use their credit or debit card to make purchases or registrations for VIVRI®.

### **9.2- Added Value Tax**

VIVRI® shall be forced to collect the value added tax (VAT) on all purchases made by Leaders or customers, as well as to credit or remit such tax to the tax authorities.

## **SECTION 10- INACTIVITY AND CANCELATION**

### **10.1- Effect of Cancellation**

As long as a Leader remains active and complies with the terms of the Leader Agreement and these Policies and Procedures, VIVRI® will pay bonuses to such Leader, in accordance with the Compensation Plan. A Leader whose activity is canceled will lose all rights as a Leader. The foregoing includes the right to sell VIVRI®'s products and services and the right to receive future bonuses, or other income derived from the sales and other activities of his/her team (descending line). In the event of cancellation, the Leaders agree to waive all rights they may have, including, but not limited to ownership rights, to their descending line organization and to any bonus, or other compensation.

### **10.2 - Cancellation Conditions Due to Inactivity**

#### **Breach of PV fees**

If a Leader does not meet the minimum fee to be active in the lowest range in the VIVRI® compensation plan for six consecutive months, his or her Leader Agreement shall be canceled due to inactivity.

### **10.3- Termination**

If the leader violates any section of this Agreement, he/she will be discharged as a Leader and the Agreement will be terminated. The termination shall be effective on the date a written notification, email, fax or urgent courier service is mailed to the last known address of the Leader, e-mail address, or fax number, or his/her lawyer, or when the Leader receives notice of the effective cancellation, whichever comes first.

VIVRI® reserves the right to suspend all agreements of the Leader thirty (30) days in advance in case he/she decides: (1) to suspend commercial operations, (2) to dissolve as a corporate entity, or (3) to terminate the distribution of its products through direct sales.

### **10.4 - Voluntary Cancellation**

Leaders have the right to voluntarily unsubscribe as Leaders at any time, with thirty- (30) days prior written notice to VIVRI®. The notice of cancellation must be presented to the Company at its main business address. The written notice must include the signature of the Leader, the printed name, address and a copy of his/her official identification.

## **SECTION 11- DEFINITIONS**

**Active Customer** - A customer who purchases VIVRI®'s products and whose account has been paid for the following year.

**Active Leader** - A Leader who meets the minimum requirements to remain active, as set forth in the VIVRI® Compensation Plan, this ensures that he or she is eligible to receive bonuses.

**Active Rank** - The term "active rank" refers to the current rank of a Leader, as determined by the VIVRI® Compensation Plan, for any payment period. To be considered "active" in relation to a given position, a Leader must comply with the criteria established in the VIVRI® Compensation Plan for their respective rank.

**Affiliated Party** - The shareholder, member, partner, manager, administrator, or other parties with ownership interests in, or management responsibilities for, a commercial entity.

**Agreement** - The agreement between the Company and each Leader, which includes the Leader's Application and Agreement, VIVRI®'s Policies and Procedures, the Compensation Plan, the Back-Office Terms of Use and the Replicated Website for Independent Sales Leader, the Business Entity Annex (when appropriate), and the Rules of other commercial entities such as Distribution Centers, VIVRI® Clubs, etc., all in their current form and as modified by VIVRI® at its sole discretion. These documents are collectively referred to as the "Agreement".

**To Cancel** - The cessation of a Leader activity. The cancellation can be voluntary through non-renewal or inactivity; or by mandatory termination.

**Generation** - The layers of the leaders in descending line in the organization of a particular Leader. This term refers to the relationship of a Leader with a particular ascending line Leader, determined by the number of Leaders among them, who are related by the sponsor. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is in the fourth generation of A.

**Home** - Spouses, heads of household, and dependent family members living in the same residence.

**Immediate family** - Spouses, heads of household, and dependent family members living in the same residence.

**Leader** - The name given to independent sales contractors in the VIVRI® Network Marketing program.

**Team Leader** - Each of the individuals registered immediately below a Leader represents a Team Leader for the Leader.

**Team** - The team of each team leader are the customers and Leaders whose purchases and sales generate bonuses for the sponsor Team Leader.

**VIVRI®'s Official Material** - Literature, audio or video tapes, web pages and other materials developed, printed, published and/or distributed by VIVRI® to the Leaders.

**Wholesale Personnel Base** - The wholesale cost of products purchased through: (1) a Leader, and (2) the Leader's personal retail customers who are in the automatic shipping program or who purchase in the Replicated VIVRI® website of the Leader.

**Rank** - The "title" that a Leader has in accordance with the VIVRI® Compensation Plan.

Replicated Website - A website provided by VIVRI® to Leaders using the website templates developed by VIVRI®.

Resale - The products and sales material shall be considered in conditions of "resale" if each of the following elements are met: 1) they have not been opened and are unused, 2) the packaging and labeling has not been altered or damaged, and 3) are in such a condition that it is a commercially reasonable practice to sell the merchandise at full price, and 4) it is returned to VIVRI® within one year from the date of purchase. Any merchandise that is identified at the time of sale as non-returnable, discontinued, or as a season SECTION, may not be resold.

Customer/ Retail Customer - An individual who purchases VIVRI®'s products from a Leader, but who is not a Leader nor does he/she participates in the VIVRI® Compensation Plan.

Retail Sales - Sales to a retail customer.

Sponsor - A Leader who registers a Customer or another Leader in the Company, and appears as a sponsor in the Leader's Application and Agreement. The act of registering and training others to become Leaders is called "sponsorship."

Ascending Line - This term refers to the Leader or Leaders who are above a particular Leader in an ascending line of patronage of the Company.