

UNIVERA, INC. AND UNIVERA CANADA, LTD. POLICIES AND PROCEDURES

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Table of Contents

TABLE OF CONTENTS	2
1.1 MUTUAL COMMITMENT STATEMENT	5
1.2 UNIVERA POLICIES AND COMPENSATION PLAN INCORPORATED INTO THE ASSOCIATE AGREEMENT	6
1.3 PURPOSE OF POLICIES	7
1.4 CHANGES, AMENDMENTS, AND MODIFICATIONS	7
1.5 DELAYS	7
1.6 EFFECTIVE DATE	7
2. BASIC PRINCIPLES	8
2.1 BECOMING AN ASSOCIATE	8
2.2 NEW ASSOCIATE REGISTRATION BY INTERNET, FAX, MAIL OR TELEPHONE	8
2.3 RIGHTS GRANTED	9
2.4 IDENTIFICATION NUMBERS	9
2.5 RENEWALS AND EXPIRATION OF THE ASSOCIATE AGREEMENT	9
2.6 RESTRICTIONS ON OWNERSHIP INTERESTS	10
2.7 BUSINESS ENTITIES	11
2.8 INDEPENDENT BUSINESS RELATIONSHIP; INDEMNIFICATION FOR ACTIONS	11
2.9 INSURANCE	12
2.10 TRAINING	13
2.11 REQUESTS FOR RECORDS	13
2.12 ERRORS OR QUESTIONS	13
3. ASSOCIATE RESPONSIBILITIES	13
3.1 CORRECT ADDRESSES	13
3.2 TRAINING AND LEADERSHIP	14
3.3 CONSTRUCTIVE CRITICISM; ETHICS	14
3.4 REPORTING POLICY VIOLATION	15
3.5 SPONSORSHIP	15
3.6 CROSS SPONSORING PROHIBITION	16
3.7 ADHERENCE TO THE UNIVERA COMPENSATION PLAN	17
3.8 ADHERENCE TO LAWS AND ORDINANCES	17
3.9 COMPLIANCE WITH APPLICABLE INCOME TAX LAWS	17
3.10 SOLICITATION FOR OTHER COMPANIES OR PRODUCTS	18
3.11 PRESENTATION OF THE UNIVERA OPPORTUNITY	19
3.12 HOLDING APPLICATIONS OR ORDERS	20
3.13 SALES REQUIREMENTS ARE GOVERNED BY THE COMPENSATION PLAN	20
3.14 PROHIBITED PURCHASES	21
4. ORDERING	21
4.1 GENERAL ORDER POLICIES	21
4.2 INSUFFICIENT FUNDS	22
4.3 SALES TAX OBLIGATION	22
4.4 CONVENIENCE PLAN ORDERS	23
5. PAYMENT OF COMMISSIONS, REBATES AND BONUSES	23
5.1 BONUS AND COMMISSION QUALIFICATIONS	23
5.2 COMPUTATION OF COMMISSIONS, DISCREPANCIES, AND SCHEDULE OF FEES	24
5.3 ADJUSTMENTS TO BONUSES AND COMMISSIONS FOR RETURNED PRODUCTS	24
5.4 PROMOTION AND INCENTIVE TRIPS	25

- 6. ASSIGNMENT OF LEADS25**
 - 6.1 ASSIGNMENT OF LEADS25

- 7. RETURN POLICY25**
 - 7.1 90-DAY PRODUCT GUARANTEE25
 - 7.2 RETURN PROCESS26
 - 7.3 RETAIL SALES RETURN POLICY26
 - 7.4 RESPONSIBILITY TO CONFIRM ORDERS.....27
 - 7.5 BUYBACK POLICY FOR RESIGNING ASSOCIATES27

- 8. PRIVACY POLICY28**
 - 8.1 INTRODUCTION28
 - 8.2 EXPECTATION OF PRIVACY28
 - 8.3 EMPLOYEE ACCESS TO INFORMATION.....28
 - 8.4 PROTECTION OF INFORMATION BY ESTABLISHED SECURITY PROCEDURES28
 - 8.5 RESTRICTIONS ON THE DISCLOSURE OF ACCOUNT INFORMATION29

- 9. PROPRIETARY INFORMATION AND TRADE SECRETS29**
 - 9.1 BUSINESS REPORTS, LISTS, AND PROPRIETARY INFORMATION29
 - 9.2 OBLIGATION OF CONFIDENTIALITY29
 - 9.3 BREACH AND REMEDIES29
 - 9.4 RETURN OF MATERIALS30

- 10. ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS30**
 - 10.1 LABELING, PACKAGING, AND DISPLAYING PRODUCTS30
 - 10.2 USE OF COMPANY NAMES AND PROTECTED MATERIALS.....31
 - 10.3 EMAIL, FAXES, AND ALL OTHER FORMS OF COMMUNICATION TRANSMITTED THROUGH A THIRD PARTY - LIMITATIONS32
 - 10.4 INTERNET, SOCIAL MEDIA, AND THIRD-PARTY WEBSITE REGULATIONS.....33
 - 10.5 ADVERTISING AND PROMOTIONAL MATERIALS34
 - 10.6 TESTIMONIAL PERMISSION34
 - 10.7 TELEMARKETING - LIMITATIONS34
 - 10.8 FIELD-INITIATED MARKETING PROJECTS35

- 11. INTERNATIONAL MARKETING36**
 - 11.1 INTERNATIONAL MARKETING POLICY36

- 12. CONFLICT OF INTEREST37**
 - 12.1 CONFLICT OF INTEREST37

- 13. CHANGES TO BUSINESS37**
 - 13.1 MODIFICATION OF THE ASSOCIATE AGREEMENT37
 - 13.2 CHANGE SPONSOR OR PLACEMENT FOR ACTIVE ASSOCIATES.....37
 - 13.3 CHANGE SPONSOR FOR INACTIVE CUSTOMERS, PREFERRED CUSTOMERS AND ASSOCIATES38
 - 13.4 CHANGE SPONSOR FOR CUSTOMERS38
 - 13.5 CHANGE ORGANIZATIONS38
 - 13.6 PREFERRED CUSTOMER OR CUSTOMER ENROLLMENT AS AN ASSOCIATE39
 - 13.7 ASSOCIATE CHANGE TO CUSTOMER OR PREFERRED CUSTOMER39
 - 13.8 UNETHICAL SPONSORING.....39
 - 13.9 SELL, ASSIGN OR DELEGATE OWNERSHIP39

13.10	SEPARATING A UNIVERA BUSINESS.....	42
13.11	SUCCESSION	42
13.12	RESIGNATION/VOLUNTARY TERMINATION	43
13.13	INVOLUNTARY TERMINATION	44
13.14	EFFECT OF CANCELLATION	45
14.	DISCIPLINARY SANCTIONS.....	45
14.1	IMPOSITION OF DISCIPLINARY ACTION - PURPOSE	45
14.2	CONSEQUENCES AND REMEDIES OF BREACH	46
15.	DISPUTE RESOLUTION.....	46
15.1	GRIEVANCES	46
15.2	ARBITRATION.....	47
15.3	SEVERABILITY	48
15.4	WAIVER.....	48
15.5	SUCCESSORS AND CLAIMS	49
16.	UNIVERA GLOSSARY OF TERMS	50

1. INTRODUCTION

1.1 Mutual Commitment Statement

Univera, Inc. and Univera Canada, Ltd. (collectively “Univera”) look forward to a long-term and mutually rewarding relationship with each of its independent distributors (herein “you,” “your,” “Associates,” or, collectively, the “Field”) and Customers. Univera recognizes that without happy, loyal, and successful Field Associates, Univera could not exist for very long. Likewise, without a well-run and profitable Company, the Field would not have a solid long-term business opportunity or the products to set itself apart from, and above, the rest of the industry.

- A.** In the spirit of mutual respect and understanding, Univera commits to:
- i.** Provide prompt, professional and courteous service to all of its Associates and Customers.
 - ii.** Provide the highest quality products, at fair and reasonable prices.
 - iii.** Credit or refund the purchase price of any returned Univera product as provided in our Return Policy.
 - iv.** Ship orders promptly and accurately.
 - v.** Pay commissions accurately and on a timely basis.
 - vi.** Expedite orders or checks if an error or unreasonable delay occurs.
 - vii.** Roll out new products and programs with Field input and planning.
 - viii.** Implement changes in the Univera Compensation Plan (“Compensation Plan”) or Policies and Procedures that affect the Field with input from the Field.
 - ix.** Support, protect and defend the integrity of the Univera Business Opportunity.
 - x.** Offer Associates an opportunity to grow with Univera, with such growth guided by the principles of Servant Leadership.
 - xi.** Provide timely and accurate communications to its Associates and Customers.
- B.** In return, Univera expects that you will:
- i.** Conduct yourself in an honest, courteous, and considerate manner.
 - ii.** Work with Univera in a courteous, constructive manner that is not disruptive or belittling.
 - iii.** Present Univera Corporate and product information in an accurate and professional manner.
 - iv.** Not state or imply that Univera products will diagnose, treat, cure, or prevent any disease.
 - v.** Present the Compensation Plan and Return Policy in a complete and accurate manner.
 - vi.** Not make exaggerated income claims.
 - vii.** Make reasonable efforts to support and train Associates and Customers in your Downteam.
 - viii.** Not engage in cross-line recruiting, unhealthy competition or unethical business practices.

- x. Provide positive guidance and training to Associates and Customers in your Downteam while exercising caution to avoid interference with other Downteams. As such, you are discouraged from providing cross-line training to an Associate or Customer in a different organization without first obtaining consent of the Associate's or Customer's Upteam Diamond.
- xi. Support, protect, and defend the integrity of the Univera Business Opportunity
- xii. Accurately complete and submit the Associate Agreement and any requested supporting documentation in a timely manner.
- xiii. Embrace and practice the principles of Servant Leadership in your relationships with Customers, other Associates and Univera.

1.2 Univera Policies and Compensation Plan Incorporated into the Associate Agreement

- A. These Policies and Procedures, as they may be amended by Univera from time to time, are incorporated into, and form an integral part of, the Associate Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Associate Agreement, these Policies and Procedures, and the Compensation Plan.
- B. It is your responsibility to provide the most current version of these Policies and Procedures (available on the Univera website) and the Compensation Plan to each applicant you sponsor, prior to the execution of an Associate Agreement.
- C. Univera recognizes that many individual participants in a Univera business ("Participant") participate as a corporation, LLC, partnership, trust or other business entity. As a condition of participating in a Univera business and owning or participating in the ownership, management or operation of a Univera business and in recognition of the benefits Univera provides to such businesses, each such Participant who receives monetary consideration from awards, trips or recognition from Univera including without limitation, incentive trips, airfare, travel reimbursement and bonus awards, shall be bound by these Policies and Procedures in their individual capacities and, by their continued participation in such Univera business, agrees to be so bound. The actions or misconduct of any such Participant shall be imputed to the Univera Associate and each Univera Associate shall be responsible for all Participants associated with it and the conduct of its Univera business.
- D. **By accepting a commission payment or other monetary consideration from Univera, you certify that you have read, understood and agree to abide by the terms and conditions of (i) the Univera Associate Agreement; (ii) these Policies and Procedures, including the Arbitration provision set forth in Section 15.2; and (iii) the Compensation Plan.**

1.3 Purpose of Policies

- A.** Univera is a direct sales company that markets products and services through independent distributors referred to as Associates. To clearly define the relationship that exists between you and Univera, and to explicitly set a standard for acceptable business conduct, Univera has established these Policies and Procedures.
- B.** You are required to comply with (i) all of the terms and conditions set forth in the Agreement, which Univera may amend in its sole discretion; (ii) all federal, state, provincial, territorial, and local laws governing your Univera business; and (iii) these Policies and Procedures.
- C.** You must review the information in these Policies and Procedures carefully. Should you have any questions regarding a policy or rule, you are encouraged to seek an answer from your Sponsor or any other Uptime Associate. If further clarification is needed, you may contact Univera Customer Care.

1.4 Changes, Amendments, and Modifications

- A.** Univera reserves the right to amend or modify these Policies and Procedures, or change its prices at any time. By signing the Associate Agreement, or by accepting commission payments or awards from Univera, you specifically agree to abide by these Policies and Procedures and all such changes, amendments, or modifications.
- B.** Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
 - i.** posting on the official Univera website;
 - ii.** emailing to your address on record; or
 - iii.** through the Univera Corporate newsletters or other official communications.

1.5 Delays

Univera shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire and weather, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies and Procedures shall become effective as of March 2018 and, at such time, shall automatically supersede any prior Policies and Procedures (the “old Policies and Procedures”), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

2. BASIC PRINCIPLES

2.1 Becoming an Associate

- A. To become an Associate, you must comply with the following requirements:
 - i. Be of the age of majority (not a minor) in your state or province of residence.
 - ii. Reside or have a valid address in the United States, a U.S. territory, or Canada.
 - iii. Have a valid Social Security Number, Federal Tax Identification Number, or Social Insurance Number.
 - iv. Purchase a Univera Associate Starter Kit (except to the extent that such purchase is not applicable under local law).
 - v. Submit a properly completed and signed Associate Agreement to Univera. Until Univera receives a signed Associate Agreement, Univera reserves the right to withhold commission payments otherwise due to any Associate.
 - vi. Have a Univera Sponsor.
 - vii. Not be an employee, the Spouse of an employee or related to an employee and living in the same household as such employee of Univera or any of its associated companies.

2.2 New Associate Registration by Internet, Fax, Mail or Telephone

- A. A potential new Associate may self-enroll on your personalized Univera.com URL. In such event, instead of a physically signed Associate Agreement, Univera will accept the Web enrollment and Associate Agreement by accepting the “electronic signature” stating the new Associate has accepted the terms and conditions of such Associate Agreement. Please note that such electronic signature constitutes a legally binding agreement between the new Associate and Univera.
- B. You or the new Associate may call Univera Customer Care during regular business hours to receive a Univera Identification Number which will be used to place orders, structure organizations, and track commissions and bonuses.
- C. Enrollments made by phone or on behalf of the new Associate, through an online method, will require the submission of a physically signed Associate Agreement.
- D. Univera reserves the right to require signed paperwork for any account, regardless of origin.
- E. The signed Associate Agreement must be received by Univera within 21 days of enrollment.
- F. Signed documents, including but not limited to Associate Agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including Business Entity Registration Forms, made after a document has been

signed, may lead to sanctions, up to and including involuntary termination of your distributorship.

2.3 Rights Granted

- A. Univera hereby grants to you a non-exclusive right, based upon the terms and conditions contained in the Associate Agreement and these Policies and Procedures, to:
 - i. Purchase Univera products;
 - ii. Promote and sell Univera products; and
 - iii. Sponsor new Associates and Customers in the United States and its territories, Canada, Malaysia and in countries where Univera may become established after the effective date of these Policies and Procedures.

2.4 Identification Numbers

- A. You are required to provide your **Social Security Number, Social Insurance Number or Federal Tax Identification Number** to Univera on the Associate Agreement. Univera reserves the right to withhold commission payments if you fail to provide such information or provide false information.
- B. Upon enrollment, Univera will provide a Univera Identification Number to you. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the Associate Agreement

- A. All Associate Agreements are subject to an annual renewal. The term of the Associate Agreement is one year from the end of the month in which it is accepted by Univera. You must renew your Associate Agreement each year by paying an annual renewal fee of \$20 during your anniversary month.
- B. An email reminder will be sent one month prior to, and another during, your anniversary month. All Associates are responsible for providing and maintaining a current email address.**
- C. The annual renewal fee will be charged automatically to the credit card associated with your Convenience Plan. The annual renewal fee will be added to your Convenience Plan order for your anniversary month.
- D. If you do not have an active Convenience Plan, it is your responsibility to pay the annual renewal fee during your anniversary month.
- E. If the renewal fee is not paid within two months after the expiration of the current term of the Associate Agreement, your account will be terminated and you will not receive commissions. You will lose any and all rights to your Downteam organization.

- F. If you pay the annual renewal fee within two months following the expiration of the Associate Agreement, you will maintain the rank and position held immediately prior to the expiration of the Associate Agreement.
- G. If you return inventory or sales aids to Univera after the expiration of the Associate Agreement you are not eligible to re-apply for a Univera business for 12 months following the expiration of the Associate Agreement.
- H. The Downteam of your expired distributorship will roll up to the immediate, active Upteam Sponsor and Placement Associate; however, Univera reserves the right in its sole and absolute discretion to maintain or replace any expired, terminated, or abandoned position in the organizational tree at any time.

2.6 Restrictions on Ownership Interests

- A. You may operate or have an ownership interest, as an owner, officer, shareholder, director, member, partner, trustee, sole proprietor or otherwise, in only one Univera business. Subject to the provisions on inheriting or purchasing a Univera business, and Section 2.6 B below, you may not have, operate or receive compensation from more than one Univera business.
- B. Individuals of the same family unit, sharing the same household, may not enter into or have an interest in more than one Univera business. A “family unit” is defined as Spouses (as defined in paragraph C below) and dependent children living at or doing business at the same address. However, if two people who own separate independent Univera businesses thereafter marry, each may retain ownership of their separate businesses.
- C. In order to maintain the integrity of the Compensation Plan, husbands and wives or common-law couples (“Spouses”) who wish to become Associates must be jointly sponsored as one Univera business.
- D. Spouses, regardless of whether one or both are signatories to the Associate Agreement, may not own or operate any other Univera business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, LLC member, trustee, trust beneficiary, or any other legal or equitable ownership) in the ownership or management of another Univera business in any form unless they owned such separate business prior to being married.
- E. Duplicate or dual accounts, whether created by a Spouse, a Sponsor or placed by web order, will be merged by Univera. The single, combined account will reflect the original ID number if the Sponsor/Placement designation on the second account differs from the original. Such adjustments will be made at the discretion of Univera. The second Sponsor/Placement Associates will not receive credit or bonuses for orders that were placed on the duplicate account in the month that it was merged or thereafter. Univera may, at its discretion, recoup any bonuses paid to duplicate accounts or offset the amount against any future bonuses.

2.7 Business Entities

- A. A corporation, partnership, LLC, or trust (collectively referred to as a “Business Entity”) may apply to be a Univera Associate by submitting its organizational documents, along with a properly completed Business Entity Registration Form.
- B. The Business Entity Registration Form must be signed by all of the owners, officers, shareholders, directors, members, partners, trustees, the sole proprietor, or otherwise of an entity. Members of the entity are jointly and severally liable for any indebtedness or other obligation owed to Univera.
- C. Each owner, officer, shareholder, director, member, partner, trustee, sole proprietor, or otherwise of the Business Entity is personally and individually bound to and must comply with the terms and conditions of (i) the Associate Agreement; (ii) these Policies and Procedures, including the Arbitration provision set forth in Section 15.2; and (iii) the Compensation Plan. All actions of a Participant (as defined in Section 1.2) in any such Business Entity shall be imputed to such Business Entity and such Business Entity shall be bound by the action of each such Participant as if the actions of such Participant were the actions of the Business Entity.
- D. A Univera business may change its status under the same Sponsor from an individual to a corporation, LLC, partnership, trust or other business entity or from one type of business entity to another.
- E. All changes to a business entity must be submitted in writing to Univera within 30 days of the change, along with supporting documents.
- F. There is no charge for the first name change. For each subsequent name change, Univera reserves the right to assess a \$20 fee which must be included along with a written request for such change and a new signed Associate Agreement or Business Entity Registration form.

2.8 Independent Business Relationship; Indemnification for Actions

- A. You are an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, your success depends on your independent efforts.
- B. The agreement between Univera and you does not create an employer/employee relationship, agency, partnership, or joint venture between Univera and you.
- C. You shall not be treated as an employee of Univera for any purposes, including, without limitation, for federal, state, or provincial tax purposes. You are responsible for paying local, state, provincial, and federal taxes due from all compensation earned as an Associate of Univera. Any other compensation received by you from Univera will be governed by applicable U.S. or Canadian tax laws (or the tax laws of any other applicable jurisdiction). **You have no express or implied authority to bind Univera to any obligation or to make any commitments by or on behalf of Univera. Such actions will**

be disavowed by Univera and subject you to disciplinary action. You shall establish your own goals, hours, and methods of operation and sale, so long as you comply with the terms of the Associate Agreement, the Compensation Plan, these Policies and Procedures and applicable state, federal and provincial laws.

- D. You are fully responsible for all of your verbal and written communications made regarding Univera products, services, and the Compensation Plan that are not expressly contained in official Univera materials, and for actions that do not conform with generally recognized good business practices. You shall indemnify and hold harmless Univera, its directors, officers, employees, and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Univera as a result of your unauthorized representations or actions. This Provision shall survive the termination of the Associate Agreement.
- E. It is not permitted to incorporate any potentially harmful or dangerous activities into your Univera business endeavors. **Univera hereby disclaims all liability for any such activity and/or for any injury to any person that results therefrom.**

2.9 Insurance

- A. **Business Pursuits Coverage.** Univera encourages you to arrange insurance coverage for your business. A homeowner's insurance policy **does not** cover business-related injuries, or the theft of, or damage to inventory or business equipment. You need to contact your insurance agent to make certain your business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.
- B. **Product Liability Insurance.** Univera maintains a comprehensive liability insurance policy that protects Univera and Associates in the event of a claim, action, or lawsuit resulting from a defect in a Univera product. You must immediately notify Univera in writing of any claim, action or lawsuit alleging any kind of injury or damage and naming you or Univera for which you are seeking a defense or indemnification of loss. No coverage is available to any Associate who settles a claim, action or lawsuit without the prior written consent of Univera and its insurance company. Your coverage under this liability insurance policy does not extend to activities which are determined by Univera or a competent third-party, jury, judge, mediator or arbitrator to be in violation of the Univera Policies and Procedures, or acts that are unlawful, unethical, or in any way based on fraud, misrepresentation or deceit, nor does it cover negligence, misconduct or false representation of or false claims with respect to Univera products. A product "defect" will be determined by Univera, or a jury, judge, mediator or arbitrator.
- C. Univera does not disclose the name of its insurance company, policy number, or the amount of liability coverage unless such information is needed for a current or ongoing

claim, action or lawsuit that involves Univera. Univera's insurance policy **does not** cover Associates; it only covers Univera products.

2.10 Training

You shall be eligible to receive training, provided by your Upteam and Univera, regarding products and business building information, including but not limited to digital media, the Univera website, training seminars and events sponsored by Univera or by other organizations, at Univera's discretion.

2.11 Requests for Records

- A. If you do not wish to utilize the reports on your Dashboard, Univera will provide copies of invoices, applications, business reports, or other records upon request. A minimum fee of \$20 or \$1 per page, whichever is greater, will apply in such instances. Univera reserves the right to waive any fees.
- B. Downteam reports are available at www.univera.com as a free service.

2.12 Errors or Questions

If you have questions about, or believe any errors have been made regarding commissions, bonuses, business reports, orders, or charges, you must notify Univera in writing within 30 days of the date of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed waived.

3. ASSOCIATE RESPONSIBILITIES

3.1 Correct Addresses

- A. It is your responsibility to make sure Univera has the correct shipping address before any orders are shipped.
- B. When planning to move, you need to send your new address and telephone numbers to Univera Customer Care. If more than one change of address notice has been submitted to Univera, the most recent one will supersede any previous notices or Agreements.
- C. You will need to allow up to 30 days for processing after the notice of address change has been received by Univera.
- D. You may be assessed a \$20 fee plus shipping and handling for returned shipments due to an incorrect shipping address.
- E. **You are responsible for providing and maintaining a current email address.**

3.2 Training and Leadership

- A. When sponsoring another Associate into Univera, you must perform an authentic assistance and training function to ensure your Downteam is properly operating their Univera businesses. You should have ongoing contact and communication with your Downteam. Examples of communication may include but are not limited to: newsletters, written correspondence, telephone contact, team calls, voicemail, email, personal meetings, accompanying Downteam Associates to Univera meetings and training sessions and any other related functions.
- B. You should monitor the Associates in your Downteam to ensure that Downteam Associates do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, you should be able to provide documented evidence to Univera of your ongoing fulfillment of the responsibilities of a Sponsor.
- C. Upteam Associates are encouraged to motivate and train new Associates about Univera products, effective sales techniques, the Compensation Plan and compliance with these Policies and Procedures.
- D. As you progress through the various levels of leadership, you may become more experienced in sales techniques, product knowledge and understanding of the Univera program. With this in mind, you will be called upon to share this knowledge with less experienced Associates within your organization. Univera expects Associates at the highest ranks (i.e., Gold, Platinum, Emerald, Diamond and above) to exhibit exemplary behavior in their roles as Field Leaders.
- E. Regardless of your level of achievement, you are encouraged to continue to promote sales through the recruitment of new Associates and Customers and through serving your existing organization.
- F. Person-to-person selling is a required activity in Univera and must be emphasized in all recruiting presentations.

3.3 Constructive Criticism; Ethics

- A. Univera desires to provide its independent Associates with the best products, Compensation Plan, and service in the industry. Accordingly, Univera values constructive criticism and encourages the submission of written comments addressed to Univera Customer Care. Additionally, you are encouraged to participate in the Customer Satisfaction Survey conducted on a quarterly basis by Univera Customer Care.
- B. Negative and disparaging comments about Univera, its products or Compensation Plan, by you made to Univera, on Social Media, in the Field or at Univera meetings or events, or disruptive behavior at Univera meetings or events, serve no purpose other than to dampen the enthusiasm of other Associates. You must not belittle Univera, other Univera Associates, Univera products, the Compensation Plan, or Univera directors, officers, or

employees. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by Univera.

- C.** Univera endorses the following code of ethics:
 - i.** You must show fairness, tolerance, and respect to all people associated with Univera, regardless of race, gender, social class or religion, thereby fostering an “open atmosphere” of teamwork, good morale and community spirit.
 - ii.** You shall strive to resolve business issues, including situations with Upteam and Downteam Associates, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
 - iii.** You must be honest, responsible, and professional and conduct yourself with integrity.
 - iv.** You shall not make disparaging statements about Univera, other Associates, Univera employees, products, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.
- D.** Univera may take appropriate action against you if it determines, in its sole discretion, that your conduct is detrimental, disruptive, or injurious to Univera or to other Associates.

3.4 Reporting Policy Violation

- A.** If you observe a policy violation by another Associate and choose to report it, you should submit a written letter (email will not be accepted) of the violation directly to the Univera Compliance Department. The letter shall set forth the details of the incident as follows:
 - i.** The nature of the violation;
 - ii.** Specific facts to support the allegations;
 - iii.** Dates;
 - iv.** Number of occurrences;
 - v.** Persons involved; and
 - vi.** Supporting documentation
- B.** Once the matter has been presented to Univera, it will be researched thoroughly and appropriate action will be taken. You will not be apprised of the current status or outcome of any investigation.
- C.** This section refers to the general reporting of policy violations as observed by other Associates in the mutual effort to support, protect, and defend the integrity of the Univera business and opportunity. If you have a grievance or complaint against another Associate which directly relates to Univera business, the procedures set forth in Section 15.1 must be followed.

3.5 Sponsorship

- A.** The Sponsor is the person who introduces an Associate or Customer to Univera, helps them complete their enrollment, and supports and trains those in their Downteam.

- B.** Univera recognizes the Sponsor as the name(s) shown on the first:
 - i.** Physically signed Associate Agreement on file; or
 - ii.** Electronically signed Associate Agreement from a univera.com personalized URL or the official Univera website at www.univera.com.
- C.** An Associate Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e. Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Univera.
- D.** Univera recognizes that each new Prospect has the right to ultimately choose his or her own Sponsor, but Univera will not allow Associates to engage in unethical sponsoring activities as set forth in Section 13.8.
- E.** All active Associates in good standing have the right to Sponsor and enroll others into Univera. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Associate will approach the same Prospect. It is the accepted courtesy that the new Prospect will be sponsored by the first Associate who presented a comprehensive introduction to Univera products or business opportunity.
- F.** A **Protected Prospect** is a guest of any Univera Associate or Customer who attended a Univera event or conference call. For 60 days following the event, a Protected Prospect cannot be solicited or sponsored by any other Associate who attended the same event. A Univera event can be defined as the following:
 - i.** Any Univera training session;
 - ii.** Conference call;
 - iii.** Fly-in meeting; or
 - iv.** Presentation, including but not limited to a Univera at-home presentation, whether sponsored by Univera, an Associate, a Customer, or an agent or agency designated by Univera.
- G. Speakers** - Any Associate who speaks at a Univera event, whether Corporate or Associate sponsored, is not eligible to become the Sponsor of any guest attending the event for a period of 12 months following the event, unless the speaker personally invited the guest.

3.6 Cross Sponsoring Prohibition

- A.** “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual or business entity that already has a signed Associate Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Univera, sanctions, up to and including involuntary termination of your distributorship may be imposed.
- B.** The use of a Spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal Tax Identification numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.

- C. This policy does not prohibit the transfer of a Univera business in accordance with Univera Sale or Transfer policy set forth in Section 13.9.

3.7 Adherence to the Univera Compensation Plan

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

3.8 Adherence to Laws and Ordinances

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Associates because of the nature of the business. However, you must check your local laws and obey the laws that do apply to you.
- B. You shall comply with all federal, state, provincial and local laws and regulations in the conduct of your Univera business.

3.9 Compliance with Applicable Income Tax Laws

- A. Univera will send a 1099 Miscellaneous Income Tax form (non- employee compensation) to each U.S. Associate whose earnings for the year were at least \$600 or who has purchased more than \$5,000 of Univera products for resale or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Associate, and a minimum charge of \$20 may be assessed by Univera. Form T4A, a Statement of Pension, Retirement, Annuity and other Income will be sent to Canadian Associates who earned C\$500 or more, or who received trips, prizes, or awards valued at C\$500 or more. Canadian Associates who are Residents of the Province of Quebec with annual taxable earnings will receive a Relevé 1 form. Associates are responsible for the payment of taxes on these trips, prizes, or awards provided to them by Univera.

- B.** You accept sole responsibility for and agree to pay all federal, state, provincial and local taxes on any income generated as an independent Associate, and further agree to indemnify Univera from any failure to pay such tax amounts when due.
- C.** If your business is tax exempt, the Federal Tax Identification Number must be provided to Univera in writing, along with appropriate paperwork.
- D.** Univera encourages you to consult with a tax advisor for additional information for your business.

3.10 Solicitation for Other Companies or Products

- A. You must not sell or entice others to sell any competing products or services,** including training materials, to Univera Customers or Associates. Any product or service in the same category as a Univera product or service is deemed to be competing (i.e., any dietary supplement is a competing product, regardless of differences in cost, quality, ingredients or nutrient content). This provision does not apply where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons).
- B. You may sell non-competing products or services** to Univera Customers and Associates that you **personally sponsored**.
- C. You may participate** in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities; provided, however, that as long as you are a Univera Associate **you may not recruit any Univera Associate or Customer** for any other direct sales or network marketing business.
- D.** The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Univera Associate or Customer to enroll or participate in any other direct sales or network marketing opportunity.
- E.** You may not offer any non-Univera opportunities, products or services at any Univera related meeting, seminar or convention, or immediately following a Univera event.
- F.** Univera Blue Diamonds, Diamonds, Emeralds and Car-Qualified Platinums are looked to by the Field for guidance and Univera holds them to the highest standards. Therefore, any Blue Diamond, Diamond, Emerald or Car-Qualified Platinum who is participating directly or indirectly (e.g., influencing or attempting to influence through a third party) in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities ("MLM"), will not be eligible for on-stage recognition, recognition pieces, opportunities to teach at Field and corporate sponsored events, the Univera car program, promotional pay, or prizes and trips, including Diamond Club.

- G.** Associates are not permitted to use other names or ID numbers, including a Spouse's, a relative's, a household member's, a business or other legal entity such as a corporation or trust, to evade or circumvent the above policies.
- H.** Univera may waive the provisions of 3.10 F if you provide Univera with evidence that prior to becoming a Univera Associate you were acting as an independent distributor, employee, executive, or consultant to or on behalf of another MLM company. It is your responsibility to submit a written request to Compliance at the time of enrollment to be eligible for a waiver.
- I.** As a condition of participating in the Univera opportunity and in consideration of receipt of commissions and other bonuses from Univera, any Associate at the Platinum level or below may not recruit any Univera Associate or Customer for another direct selling, multi-level, network marketing, or relationship marketing company for a period of six months following the termination, expiration, or cancellation of the Associate Agreement and termination of such Associate's Univera distributorship.
- J.** As a condition of participating in the Univera opportunity and in consideration of receipt of commissions and other bonuses from Univera, any Associate having attained the Car Qualified Platinum level or above may not recruit any Univera Associate or Customer for another direct selling, multi-level, network marketing, or relationship marketing company for a period of one year following the termination, expiration, or cancellation of the Associate Agreement and termination of such Associate's Univera distributorship.
- K.** You may not display or bundle Univera products or services in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Associate into believing there is a relationship between the Univera and non-Univera products and services
- L.** A violation of any of the provisions in this Section 3.10 shall constitute unreasonable and unwarranted contractual interference between Univera and its Associates and would inflict irreparable harm on Univera. In such event, Univera may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Associate or such Associate's distributorships, or seek immediate injunctive relief without the necessity of posting a bond.

3.11 Presentation of the Univera Opportunity

- A.** In presenting the Univera opportunity to potential Customers and Associates, you are required to comply with the following provisions:
 - i.** You shall not misquote or omit any significant material fact about the Compensation Plan.
 - ii.** You shall make it clear that the Compensation Plan is based upon sales of Univera product and not merely upon the sponsoring of other Associates.

- iii. You shall make it clear that success can be achieved only through substantial independent efforts.
- iv. **You shall not make income projections, claims, or guarantees while presenting or discussing the Univera opportunity or Compensation Plan to prospective Associates or Customers.**
- v. You may use hypothetical income examples to explain the operation of the Compensation Plan, so long as it is made clear that such earnings are hypothetical.
- vi. You may not make any claims as to therapeutic, curative or beneficial properties of any products offered by Univera, except those contained in official Univera literature. **In particular, you shall not make any claims or imply that Univera products are intended to diagnose, treat, cure or prevent any disease.** Not only are such claims in violation of Univera policies, they could also possibly violate federal and state laws and regulations, including those of the Federal Food, Drug, and Cosmetic Act, the Federal Trade Commission Act, the Food and Drugs Act and Regulations, and the Natural Health Products Regulations (Health Canada).
- vii. You may not use official Univera material to promote the Univera business opportunity in any country where Univera has not established a “presence.”

3.12 Holding Applications or Orders

You must not manipulate enrollments of new applicants and purchases of products. All Associate Agreements, Customer Convenience Plan Agreements, and product orders must be entered within 2 business days from the time an Agreement is signed or an order is placed.

3.13 Sales Requirements are Governed by the Compensation Plan

- A. The Compensation Plan is based upon the sale of Univera products and services to end consumers. You must fulfill personal and Downteam organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.
- B. The following sales requirements must be satisfied for you to be eligible for commissions:
 - i. You must satisfy the PV (Personal Volume) and GV (Group Volume) requirements to achieve your paid-as rank as shown in the Compensation Plan.
 - ii. “Personal Volume” is defined as purchases made by you as an end-consumer. “Group Volume” includes Personal Volume and the total volume of all Associates and Customers in your organization.
 - iii. You may purchase Univera products and then re-sell them at any price you choose. Univera will provide suggested selling prices.
 - iv. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Univera business.

3.14 Prohibited Purchases

- A. You are not required to carry an inventory of products or sales aids.
- B. Univera prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for commissions, bonuses or advancement in the Compensation Plan. You may not purchase more inventory than you can re-sell or consume in 3 months, nor may you encourage others to do so. Univera reserves the right to verify Associate resale of product inventory and inspect documentation of Customer sales.
- C. You may not personally purchase more than \$5,000 in products or services per month unless you can certify, in writing, to Univera that you have pending retail orders in excess of that amount, or provide Univera with other written reasons as to why such a purchase is necessary. In such an event, you shall be required to provide written records of all such retail sales at the written request of Univera.
- D. You certify with each new product order that you have sold or consumed a minimum of 70% of all product purchased in prior orders.**

4. ORDERING

4.1 General Order Policies

- A. Univera recognizes that sometimes in order to provide quality customer service you may wish to place orders for your Downteam on their account. However, to prevent the abuse of unauthorized orders by third parties and reduce the costs due to returned shipments, a penalty of \$20 may be assessed for placing such unauthorized order for the 1st violation. The fee for the 2nd violation on the same account will be \$100. The 3rd violation on the same account will result in the loss of all rights to use such Downteam account.
- B. You shall not use another Associate's or Customer's credit card or debit account to enroll in Univera or purchase products without the account holder's written permission. Such documentation must be kept by you in your own file.
- C. You may not use your Downteam's accounts for self-gain or any other improper reason, including without limitation, ordering products on another's account to qualify for commissions, bonuses, price discounts or rank advancement. Such manipulation of the Compensation Plan is prohibited and Univera may, in its sole discretion, recoup any payments or commissions and impose other disciplinary sanctions it deems necessary if it determines that your conduct is in violation of this provision.

- D. Regarding an order with an invalid or incorrect payment, Univera will attempt to contact you by phone or mail in order to obtain another form of payment. If these attempts are unsuccessful after 10 business days, the order will be cancelled.
- E. No C.O.D. (cash on delivery) orders will be accepted.
- F. If you want to move an order from your account or a Downteam's account to another Downteam's account, you must have prior written authorization of all parties involved. Univera will charge you a \$20 fee to process the move.
- G. If you choose to move payment from one credit card to another, you must have prior written authorization of all parties involved. Univera will charge a \$20 fee to process the payment change.
- H. All faxed orders are accepted until midnight, Pacific Time, on the last business day of the month.
- I. Prices are subject to change without notice.
- J. An Associate or Customer who is a recipient of a damaged or incorrect order must notify Univera within 30 calendar days from receipt of the order and follow the procedures set forth in Section 7.5.

4.2 Insufficient Funds

- A. All checks returned for insufficient funds will be resubmitted for payment. A \$35 fee will be charged for all returned checks and insufficient funds.
- B. Any outstanding balance you owe Univera for NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by Univera from future bonus and commission payments.
- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which you do not resolve in a timely manner, constitute grounds for disciplinary sanctions.

4.3 Sales Tax Obligation

- A. You shall comply with all state and local taxes and regulations governing the sale of Univera products. All Univera products, literature, and Univera Associate Starter Kits are subject to the sales tax in the state, county, city, province or territory that levies such tax.
- B. Univera will collect and remit sales tax on your orders unless you furnish Univera with the appropriate Resale Tax Certificate form. When orders are placed with Univera, sales tax is prepaid based upon the purchase price. Univera will remit the sales tax to the appropriate state and local jurisdictions. You may recover the sales tax when you make a sale. You are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. **You are encouraged** to consult with a tax advisor for additional information for your business.

4.4 Convenience Plan Orders

- A.** Customer and Associate Convenience Plan Agreements must be submitted to Univera within 21 business days of enrollment.
- B.** Convenience Plan orders must contain consumable products with Business volume (BV) in order to qualify for Preferred pricing.
- C.** Convenience Plan orders must ship to the account holder.
- D.** At least one Convenience Plan order must ship to obtain Preferred pricing.
- E.** Convenience Plan orders may be delayed up to 2 months, provided that the first Convenience Plan order has shipped; further delay will cause future orders to be charged at non-Convenience Plan prices.
- F.** Changes to or cancellation of Convenience Plan orders must be completed by 11:30 p.m. Pacific Time the evening **prior** to your Convenience Plan generation date.
- G.** Convenience Plan orders are not available for pick up at the Univera Stores.
- H.** In the event that Univera decides to discontinue a product contained in a Convenience Plan order, Univera will use its best efforts to provide a product cancellation notice at least 30 days in advance.
- I.** In the event that Univera backorders a product that is contained in a Convenience Plan order, Univera will provide notification on the order invoice.
- J.** If a credit card order or automatic debit is declined the first time, the Preferred Customer or Associate will be contacted for an alternate form of payment. If payment is declined a second time, the Preferred Customer or Associate may be deemed ineligible for the Convenience Plan at the discretion of Univera.
- K.** If delivery of a Convenience Plan order is refused, Univera may immediately cancel the Preferred Customer's or Associate's Convenience Plan and all future orders may be charged at the non-convenience plan price.

5. PAYMENT OF COMMISSIONS, REBATES AND BONUSES

5.1 Bonus and Commission Qualifications

- A.** You must be active and in compliance with these Policies and Procedures to qualify for bonuses and commissions. So long as you comply with the terms of the Agreement, Univera shall pay commissions to you in accordance with the Compensation Plan.
- B.** Univera reserves the right to withhold commission payments otherwise due without the receipt of a completed and signed Associate Agreement or electronic authorization as required by Section 2.2 A.
- C.** Univera reserves the right to postpone commission payments until such time the cumulative amount exceeds \$25.

5.2 Computation of Commissions, Discrepancies, and Schedule of Fees

- A. To receive Sales Volume credit toward compensation for a given volume period, orders must reach Univera (including all fax, telephone, mail and internet orders) by midnight, Pacific Time on the last day during which Univera is open to receive and process the request for that given period. Orders must be paid in full to be considered for compensation.
- B. Commissions, overrides, and achievement levels are calculated on a calendar month. Monthly commissions are paid the 20th of the month, following receipt of a qualifying order. However, if the 20th falls on a weekend or holiday, the commission payment will be paid on the last business day before the 20th of the month. Please allow 5 business days for checks to arrive.
- C. You must review your monthly statement and bonus summary reports promptly and report any discrepancies within 30 days of receipt. **After the 30 day “grace period” no additional requests will be considered for commission recalculation.**
- D. In the rare event that Univera mistakenly pays you more than the commissions you are actually owed due to a computation error or for any other reason not including product returns (which are covered below in Section 5.3), Univera reserves the right to withhold the excess payment from future commission payments after making a good faith attempt to notify you and provide you with the details of the overpayment and future withholdings. If you terminate your distributorship or become inactive prior to such overpayments being repaid, such outstanding amounts shall become immediately due and payable to Univera.
- E. For additional information on payment of commissions, please review the Compensation Plan.
- F. **Schedule of Fees**
 - i. Commission check processing fee - \$3.00
 - ii. Commission check reissue - \$20
 - iii. Commission check hold - \$20
 - iv. Special/emergency handling - \$20, plus shipping expense
 - v. Returned / NSF check - \$35
 - vi. Un-cashed Commission check voided after 90 days - \$20
 - vii. Annual un-cashed Commission check record retention- \$20

5.3 Adjustments to Bonuses and Commissions for Returned Products

- A. You receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to Univera for a refund or is repurchased by Univera, the bonuses and commissions attributable to the returned or repurchased products will be deducted from Associates who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

- B. In the event that you terminate your distributorship, and the amounts of the bonuses or commissions attributable to the returned products have not yet been fully recovered by Univera, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Univera to you.

5.4 Promotion and Incentive Trips

To encourage exceptional performance by Associates, Univera will provide award incentive programs in the form of getaway trips, seminars or other company-sponsored events. Invitations to attend such events will be limited to two individuals per distributorship, unless expressly stated otherwise. Entities that own a distributorship, such as partnerships or corporations, with more than two individual owners must inform Univera of the two designated individuals to receive invitations. In addition, unless otherwise stated in the program announcement or program rules, such entities may purchase attendance, at Univera's cost, for up to 2 additional owners, subject to space availability.

6. ASSIGNMENT OF LEADS

6.1 Assignment of Leads

Every attempt will be made by Univera to assign a person who inquires about the business opportunity or products to the specific Associate who may have referred or provided information about Univera. If a relationship or association with a specific Associate cannot be determined, information about the person will be distributed to currently qualified Gold Associates, with valid email addresses on file, according to geographic proximity or other factors. In the event that more than one potential Sponsor is identified, the new Sponsor will be chosen and assigned at random, as fairly as possible. Univera reserves the right to make final judgments in positioning leads.

7. RETURN POLICY

7.1 90-Day Product Guarantee

All Associates, Customers, and Preferred Customers with Univera have a 90-day, 100% money back guarantee on any Univera product purchases. Any product purchased within these guidelines may be returned for a credit on account or a refund, excluding shipping and handling. Product returned within 90 days will receive a 100% refund. The 90 days

are calculated from the date the order is placed. This does not constitute a “business guarantee.”

7.2 Return Process

- A.** All returns, whether by a Customer, Preferred Customer or Associate, must be made as follows:
 - i.** Obtain RMA Number (Return Merchandise Authorization number) from Univera.
 - ii.** Ship items to the address provided by Univera Customer Care when you are given your RMA Number.
 - iii.** Provide a copy of the invoice with the returned products. Such invoice must reference the RMA Number and include the reason for the return.
 - iv.** Ship back empty boxes, containers, bottles, or unused portions of the product(s) being returned. Partial Packs will not be accepted; all components must be returned. Such products must be returned to Univera within 30 days from the date the RMA Number was issued.
- B.** Credits will be issued to the same MOP (method of payment) that was originally used to purchase the order. If the original MOP is no longer available another MOP may be obtained.
- C.** If credit is going to be applied to any MOP, it may take up to 4 to 6 weeks for the refund to apply to the account (by ACH or credit card).
- D.** Additional purchases of products and SKUs previously refunded will not be eligible for refunds.
- E.** Excessive returns may be grounds for involuntary termination.
- F.** Marketing materials will be refunded if they are returned within 90 days for a 100% refund, as long as they are unopened, in restockable condition and not expired or superseded.
- G.** All returns must be shipped to Univera pre-paid, as Univera does not accept shipping-collect packages. Univera recommends shipping returned product by UPS or FedEx, as risk of loss in shipping the returned product shall be borne solely by the Customer, Preferred Customer or Associate. If returned product is not received at Univera’s Distribution Center, it is the responsibility of the Customer, Preferred Customer or Associate to trace the shipment and no credit will be applied.
- H.** The return of \$1,500 or more of products accompanied by a request for a refund within a calendar year, by a Customer, Preferred Customer or Associate, may constitute grounds for involuntary termination.

7.3 Retail Sales Return Policy

- A.** A Retail Customer is any person who is not in the Univera computer system and who orders and receives product directly from an Associate. It is your responsibility to refund

the Retail Customer for returned products. The Retail Customer falls under the guidelines of the 90-Day Guarantee in Section 7.1.

- B.** The Federal Trade Commission (FTC) requires that Retail Customers be given the right to cancel purchases within 3 business days for a full refund of the purchase price, and in Canada, the Direct Seller's Acts in various provinces require that Retail Customers be given the right to cancel purchases within 10 days, in each case, without reason or explanation. This is known as the "cooling off" rule. Pursuant to these regulations:
 - i.** You are required to inform Retail Customers of their rights to cancel the sales transaction without penalty or obligation at the time of the sale;
 - ii.** You must provide the Retail Customer with two copies of a cancellation form (one to keep and one to send) and a copy of the sales receipt;
 - iii.** The sales receipt must include the date, your name and address, and disclosure of the cancellation rights;
 - iv.** If the Retail Customer cancels, they must return the unused portion of the product; and
 - v.** You must refund the full purchase price within 10 days following the Retail Customer's request for cancellation in the U.S. and within 15 days in Canada
- C.** Univera encourages you to honor a request for a refund from a Retail Customer even if it is made more than 3 days after purchase as evident in its 90-Day Guarantee policy stated in Section 7.1.
- D.** A copy of the original sales receipt that was given to the Retail Customer along with a return merchandise slip (filled out completely) needs to be obtained from the Retail Customer.
- E.** You must return the products or empty product containers to Univera within 30 days of obtaining an RMA Number, along with the copy of the sales receipt and return merchandise slip.
- F.** A copy of the official retail sales receipt is available online at www.univera.com.

7.4 Responsibility to Confirm Orders

You must notify Univera within 30 days of receiving a damaged or incorrect order. Failure to notify Univera of any shipping discrepancy or damaged order within 30 days of the receipt of the order may nullify your right to request a correction.

7.5 Buyback Policy for Resigning Associates

Upon your resignation and subject to the conditions of Section 3.14, Univera will repurchase Univera products purchased in the normal course of business at 90% of the purchase price, excluding shipping and handling. However, to be eligible, such products must be received by Univera within 30 days of the receipt of the letter of resignation, within 12 months of the order date and must be in resalable condition. Products will not be

considered resalable if they are opened, if the shelf life has expired, or if they are not restockable. You must contact Univera Customer Care and comply with all the requirements outlined in Section 7.2, to be eligible for the repurchase.

8. PRIVACY POLICY

8.1 Introduction

This Privacy Policy is to ensure that all Customers, Preferred Customers and Associates understand and adhere to the basic principles of confidentiality.

8.2 Expectation of Privacy

- A. Univera recognizes and respects the importance its Customers, Preferred Customers and Associates place on the privacy of their financial and personal information. Univera will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', Preferred Customers', and Associates' financial and account information and non-public personal information.
- B. By entering into the Associate Agreement, you authorize Univera to disclose your name and contact information to Uptime Associates solely for activities related to the furtherance of the Univera business. You hereby agree to **maintain** the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing your Downteam organization and conducting the Univera business.

8.3 Employee Access to Information

Univera limits the number of employees who have access to non-public personal information.

8.4 Protection of Information by Established Security Procedures

- A. Access to confidential account information will only be provided to the authorized account holder after identification of the account holder has been verified.
- B. Verifying information may include but is not limited to:
 - i. ID number;
 - ii. Address;
 - iii. Phone number(s);
 - iv. Credit card number(s);
 - v. PIN (Personal Identification Numbers);
 - vi. Signatures or other identifying information.

- C. If uncertainty exists regarding the identity of the person requesting the information over the phone, Univera will ask that the request be made in writing, to be mailed or faxed to Univera's Corporate office.

8.5 Restrictions on the Disclosure of Account Information

Univera will not share non-public personal information or financial information about current or former Customers or Associates with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', Preferred Customers' or Associates' interests or to enforce its rights or obligations under these Policies and Procedures, Preferred Customer's or Associate's Agreement or with written permission from the account holder on file.

9. PROPRIETARY INFORMATION AND TRADE SECRETS

9.1 Business Reports, Lists, and Proprietary Information

By completing and signing the Associate Agreement, by accepting a commission payment or other monetary consideration from Univera, you acknowledge that Business Reports, lists of Customer, Preferred Customer and Associate names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Univera pertaining to the business of Univera (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Univera.

9.2 Obligation of Confidentiality

- A. During the term of the Associate Agreement and for a period of 5 years after the termination or expiration of the Associate Agreement between you and Univera, you shall not:
 - i. Use the information in the Reports to compete with Univera or for any purpose other than promoting your Univera business;
 - ii. Use or disclose to any person or entity any confidential information contained in the Reports.

9.3 Breach and Remedies

You acknowledge that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Univera and to independent Univera businesses. Univera and its

Associates will be entitled to injunctive relief or to recover damages against any Associate who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees and expenses.

9.4 Return of Materials

Upon demand by Univera, you will return the original and all copies of all Reports to Univera together with any Univera confidential information in your possession, whether you are a current or former Associate.

10. ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

10.1 Labeling, Packaging, and Displaying Products

- A.** You may not relabel, repackage, refill, or alter labels of any Univera product, information, materials or programs in any way. Univera products must only be sold in their original containers. Such relabeling or repackaging violates federal and state laws, which may result in criminal or civil penalties or liability.
- B.** You shall not cause any Univera product or any Univera trade name to be sold or displayed in retail establishments except the following:
 - i.** Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons).
 - ii.** Where the retail establishment is owned or managed by you, the store does not exceed \$1 million in annual gross revenue and there are 5 or fewer stores under common ownership of management.
- C.** Univera will permit you to solicit and make Commercial Sales upon prior written approval from Univera. For the purpose of these Policies and Procedures, the term "Commercial Sale" means the sale of:
 - i.** Univera products that equal or exceed \$5,000 in a single order.
 - ii.** Products sold to a third party who intends to resell the products to an end consumer.
- D.** You may sell Univera products and display the Univera trade name at any appropriate display booth (such as trade shows) upon prior written approval from Univera. Univera reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products, services, or the Univera opportunity. Approval will not be given for swap meets and garage sales, as these events are not conducive to the professional image Univera wishes to portray. Some flea markets or farmers markets may be acceptable with prior written approval from Univera. A Univera

Approval Number (UAN) must be obtained from the Compliance Department and displayed at the approved event.

10.2 Use of Company Names and Protected Materials

- A. You must safeguard and promote the good reputation of Univera and its products. The marketing and promotion of Univera, the Univera opportunity, the Compensation Plan, and Univera products will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. Because Univera produces and sells nutritional supplements and must follow government guidelines, **you may not make unapproved product claims or drug claims of any kind whether in printed or electronic ads, websites, videos, audio tapes, DVDs or CDs.** You may not claim or imply that Univera products have been approved by the FDA or Health Canada or that such products are intended to diagnose, treat, cure or prevent any disease. Univera products may not be offered as an alternative or substitute for prescription or over-the-counter drugs. You should emphasize the benefits of using well-researched natural products and supplements to help maintain a healthy body and outlook.
- C. All promotional materials supplied or created by Univera must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Compliance Department.
- D. The name of Univera, each of its product names and other names that have been adopted by Univera in connection with its business are proprietary trade names, trademarks and service marks of Univera. As such, these marks are of great value to Univera and are supplied to you for your use only in an expressly authorized manner.
- E. **Your use of the name Univera is restricted to protect Univera proprietary rights, ensuring that the Univera protected names will not be lost or compromised by unauthorized use.** Use of the Univera name on any item not produced by Univera is prohibited except as follows:
 - i. [Your name] Independent Univera Associate
 - ii. [Your name] Independent Associate of Univera products
- F. Further procedures relating to the use of the Univera name are as follows:
 - i. You may list “Independent Univera Associate” on internet directories under your own name.
 - ii. You may list “Independent Univera Associate” in the white pages of the telephone directory under your own name.
 - iii. Once you have achieved Executive or above, you may list your name in the yellow pages of the phone directory under the appropriate classification. Examples of approved categories include Pharmacy, Nutrition, and Health Products.
 - iv. You are allowed to place phone directory display advertisements using the Independent Univera Associate logo.

- v. Use of the Univera name or logo on buildings is prohibited without the express written consent from the Univera Compliance Department.
 - vi. You may not use the name Univera in answering your telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the Corporate office. You may state, "Independent Univera Associate."
- G.** Certain photos and graphic images used by Univera in its advertising, packaging, and Web sites are the result of paid contracts with outside vendors that do not extend to Associates. If you want to use these photos or graphic images, you must negotiate individual contracts with the vendors for a fee.
- H.** You shall not produce, promote, duplicate, manipulate, or use materials of any kind describing Univera names, designs, symbols, programs, products, and trademarked, copyrighted, or otherwise protected materials, for other than their intended use.
- I.** You shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Univera or its programs without prior written permission from the Compliance Department.
- J.** You may not produce for sale or distribution any Company event or speech, nor may you reproduce Univera audio or video clips for sale or for personal use.
- K.** Univera reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Associate.
- L.** You shall not promote non-Univera products in conjunction with Univera products on the same websites or same advertisement.

10.3 Email, Faxes, and all other forms of communication transmitted through a third party - Limitations

- A.** Except as provided in this section, you may not use or transmit unsolicited emails, mass email distribution, faxes, or "spamming" that advertises or promotes the operation of your Univera business. The exceptions are:
- i. Emailing or faxing any person who has given prior permission or invitation.
 - ii. Emailing or faxing any person with whom you have established a prior business or personal relationship.
- B.** All emailed, faxed, or computer broadcasted documents subject to this provision shall include each of the following:
- i. A clear and obvious identification that the email or fax message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message.
 - ii. A clear return path or routing information.
 - iii. The use of legal and proper domain name.

- iv. A clear and obvious notice of the opportunity to decline to receive further email messages or commercial fax from the sender.
 - v. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message.
 - vi. The true and correct name of the sender, valid senders email or fax address, and a valid sender physical address.
 - vii. The date and time of the transmission.
 - viii. Upon notification by recipient of their request not to receive further emailed or faxed documents, you shall not transmit any further documents to that recipient.
- C. All email or computer broadcasted documents subject to this provision shall **never** include any of the following:
- i. Use of any third-party domain name without permission.
 - ii. Sexually explicit materials or any other material deemed by Univera to be offensive in content in its sole discretion.

10.4 Internet, Social Media, and Third-Party Website Regulations

- A. You may not create third-party websites or applications (“apps”) regarding Univera or your Independent Univera Associate business. This policy ensures brand consistency, allows Customers, Preferred Customers and Associates to stay up-to-date with changing products and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.
- B. You may use links to connect from a non-Univera website to your personalized Univera.com URL or the Univera Corporate website, www.univera.com.
- C. You may not have third-party sites or apps that contain materials copied from corporate sources (such as Univera brochures, CDs, videos, tapes, events, presentations, and Corporate websites) **nor** create your own Univera material for the internet.
- D. An Associate who currently qualifies at the “paid as” rank of Diamond or above may apply to the Compliance Department for an exception to the third-party website and app policy. To qualify for an exception, the website or app must serve a unique market that the Univera corporate site does not currently serve or intend to serve.
- E. You may not sell Univera products or offer the Business opportunity through on-line sellers, including eBay® and Amazon.com®.
- F. You may not use or attempt to register any of Univera’s trade names, trademarks, service names, service marks, product names, advertising phrases, the Company’s name or any derivative thereof, for any purpose including, but not limited to, internet domain names (URLs), third party websites, web pages, Facebook, Pinterest, apps or app names, social media or blogs.
- G. You should refer to the current edition of Univera’s Social Media Guidelines prior to posting any material.

10.5 Advertising and Promotional Materials

- A. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- B. You must follow the rules in the current edition of Univera's Advertising and Promotional Material Guidelines prior to creating any marketing materials.
- C. All promotional materials must include the words "Independent Univera Associate" in readable letters on the advertisement or in the communication.
- D. Univera reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of materials from the market place without obligation to the affected Associate.

10.6 Testimonial Permission

By signing the Associate Agreement, you give Univera permission to use your testimonial or image and likeness in Corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Univera Business Opportunity, you waive any right to be compensated for the use of your testimonial or image and likeness even though Univera may be paid for items or sales materials containing such image and likeness. In some cases, your testimonial may appear in another Associate's advertising materials. If you do not wish to participate in Univera sales and marketing materials, you should provide a written notice to the Compliance Department to ensure that your testimonial or image and likeness will not be used in any Corporate materials, Corporate recognition pieces, advertising or recordings of annual events. The provisions of this section will permanently survive the term of the Agreement.

10.7 Telemarketing - Limitations

- A. You must not engage in telemarketing in relation to the operation of your Univera business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Univera products or services, or to recruit them for the Univera opportunity.
- B. The Federal Trade Commission (FTC), the Federal Communications Commission (FCC), the Competition Bureau and the Canadian Radio-Television & Telecommunications Commission (CRTC) each have laws that restrict telemarketing practices. Each federal agency, as well as a number of states and provinces, have "do not call" regulations as part of their telemarketing laws.

- C. While you may not consider yourself a “telemarketer” in the traditional sense, these regulations broadly define the term “telemarketer” and “telemarketing” so that the unintentional action of calling someone whose telephone number is listed on the National “Do Not Call” Registry could cause you to violate the law. These regulations must not be taken lightly, as they carry a significant fine (up to \$16,000 per violation).
- D. “Cold calls,” “state-to-state calls” or “province-to-province calls” made to prospective Customers, Preferred Customers or Associates, (“Prospects”) that promote either Univera products, services or the Univera opportunity are considered telemarketing and are prohibited.

E. Exceptions to Telemarketing Regulations

You may place telephone calls to Prospects under the following limited situations:

- i. If you have an established business relationship with the Prospect.
 - ii. In response to the Prospect’s personal inquiry or application regarding a product or service offered by you, within 3 months immediately before the date of such a call.
 - iii. If you receive written and signed permission from the Prospect authorizing you to call. The authorization must specify the telephone number(s) that you are authorized to call.
 - iv. If the call is to family members, personal friends, and acquaintances. However, if you make a habit of collecting business cards from everyone you meet and subsequently call them, the FTC may consider this a form of telemarketing that is not subject to this exemption.
 - v. When engaged in calling “acquaintances,” you must make such calls on an occasional basis only and not as a routine practice.
- F. You shall not use automatic telephone dialing systems in the operation of your Univera businesses.
 - G. Failure to abide by Univera policies or regulations as set forth by the FTC, FCC, the Competition Bureau and CRTC, regarding telemarketing may lead to sanctions against your distributorship, up to and including termination of the distributorship.
 - H. By signing the Associate Agreement, by accepting a commission payment or other payments or awards from Univera, you give permission to Univera and other Associates to contact you as permitted under the National Do Not Call regulations.
 - I. In the event you violate this section, Univera reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.8 Field-Initiated Marketing Projects

- A. Univera has developed one of the most lucrative Compensation Plans in the industry. As a result, it does not directly or indirectly compensate individuals or groups for the provision of ideas, products, or services. The Compensation Plan encourages all Associates to put

forth great ideas that will provide Univera the ability to create better tools and resources that can help all Associates to build their businesses.

- B.** Univera will wholly own all ideas, products, concepts, and service suggestions without obligation to the referring Associate.
- C.** Associates are encouraged to provide recommendations to the Field Advisory Board.
- D.** Univera will explore appropriate suggestions, and in some instances the referring Associate might be asked for assistance in developing the concept.
- E.** If Univera does not implement an idea or suggestion, then an Associate may pursue this project independently with the written consent of Univera - so long as such project does not contain any Company or product claim and does not violate or misuse a Univera trademark or brand identity. However, Univera will not endorse any Field-initiated project, will not promote such project at Corporate-run/sponsored events, and will not include such project as part of the business or services officially offered by the Company. In addition, nothing shall prevent Univera from thereafter offering its own project or program that may be similar to the Field-initiated project, without compensation or obligation to an Associate or to the Field.

11. INTERNATIONAL MARKETING

11.1 International Marketing Policy

- A.** You are authorized to sell Univera products, and enroll Prospects only in the countries in which Univera is authorized to conduct business, according to the Policies and Procedures of each country. You may not sell products in any country where Univera products have not received applicable government authorization or approval.
- B.** You may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll Prospects, nor conduct any other activity for the purpose of selling Univera products, establishing a sales organization, or promoting the Univera business opportunity.
- C.** You may not, in any unauthorized country, obtain or attempt to obtain approvals or authorizations for Univera products or establish governmental or regulatory contact on behalf of Univera. Additionally, you may not register or reserve Univera trade names, trademarks, service marks, or Internet domain names.

12. CONFLICT OF INTEREST

12.1 Conflict of Interest

In order to avoid a conflict of interest, or the appearance thereof, Univera will not engage in any outside business with an Associate in any capacity unrelated to the Univera business opportunity and/or products. This means that Univera will not purchase goods or services from Associates, use Associates as vendors, or hire Associates as independent contractors, other than in connection with the Associate Agreement and/or the sale of Univera products. For those few arrangements, currently existing, such arrangements will be governed by written agreements, with a set term.

13. CHANGES TO BUSINESS

13.1 Modification of the Associate Agreement

You may modify your existing Associate Agreement (i.e., change a Social Security Number or Social Insurance Number to a Federal Tax Identification Number, add a Spouse or partner to the account, or change the form of ownership from an individual to a business owned by the Associate or vice versa) by submitting a written request, accompanied by a new Associate Agreement and the Business Entity Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first agreement), and any appropriate supporting documentation.

13.2 Change Sponsor or Placement for Active Associates

- A.** Maintaining the integrity of the organizational structure is mandatory for the success of Univera and our independent Associates. As such, requests to change Sponsor or Placement are not accepted.
- B.** An Associate Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e., Sponsors, spouses, relatives, or friends) is not valid and will not be accepted by Univera.
- C.** In the absence of a valid Associate Agreement within 30 days of enrollment, Univera will consider the activity that has taken place on the Associate’s account. The Associate will be required to submit a letter of resignation and remain inactive (place no orders) for 6 months in order to reapply under a different Sponsor.
- D.** Univera reserves the right to correct any errors related to Sponsors and Placements at any time and in whatever manner it deems necessary.

13.3 Change Sponsor for Inactive Customers, Preferred Customers and Associates

- A.** At the discretion of Univera, Associates who have not ordered product for at least 12 months, and have not tendered a letter of resignation, are eligible to re-enroll in Univera under the Sponsor of their choice.
- B.** Upon written notice to Univera Customer Care that a former Associate wishes to re-enroll, Univera will “compress” (close) the original account. A new Univera Identification Number will then be issued to the former Associate along with the required purchase of a Univera Associate Starter Kit.
- C.** Such Associate does not retain former rank, Downteam, or rights to commission earnings from his or her former organization.
- D.** Customers and Preferred Customers who have not ordered product for at least six months may re-enroll under the Sponsor of their choice. The procedure for Customer and Preferred Customer re-enrollment is otherwise the same as for Associates as noted above.
- E.** Univera reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

13.4 Change Sponsor for Customers

- A.** Customers who have not enrolled on a Convenience Plan may request a transfer to a new Sponsor at any time. However, changes to Sponsors will not be honored until the following month if any orders were placed during the month the change is requested.

13.5 Change Organizations

- A.** If an Associate wishes to transfer organizations, he or she must submit a letter of resignation to Univera Customer Care and remain inactive (place no orders) from Univera for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor.
- B.** Univera reserves the right to approve or deny any request to re-enroll after an Associate’s resignation.
- C.** If re-enrollment is approved, the former Associate will be issued a new Univera Identification Number and will be required to submit a new Associate Agreement and to purchase a Univera Starter Kit. The Associate will not be entitled to keep any former rank, Downteam, or rights to commission earnings from any prior organization.
- D.** If a Preferred Customer wishes to transfer organizations, he or she must remain inactive (place no orders) for six months. The Preferred Customer is then eligible to enroll with any Sponsor of his or her choice. The procedure for Preferred Customer re-enrollment is the same as for Associates, stated above.

13.6 Preferred Customer or Customer Enrollment as an Associate

- A. A Preferred Customer may enroll as an Associate with the current Sponsor and Placement with the submission of an Associate Agreement and the purchase of a Starter Kit.
- B. A Customer may enroll as an Associate with the submission of an Associate Agreement and the purchase of a Starter Kit. If the Customer will be enrolling as an Associate under a different Sponsor, they must also include a written request to “compress” (close) their old account and a new account will be created.

13.7 Associate change to Customer or Preferred Customer

- A. You may submit a letter of resignation with a written request to change to a Customer or Preferred Customer at any time. When changing to a Preferred Customer, you will also need to complete a new Convenience Plan Agreement.
- B. You are not eligible to change Sponsor or Placement if you change your status to Customer or Preferred Customer.

13.8 Unethical Sponsoring

- A. Unethical sponsoring activities include but are not limited to enticing, bidding or engaging in unhealthy competition in trying to acquire a Prospect, or new Customer or Associate from another Associate or influencing another Customer or Associate to transfer to a different Sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Compliance Department **within the first 90 days of enrollment**. If the reports are substantiated, Univera may transfer the Customer, Associate or the Associate's Downteam to another Sponsor, Placement or organization without approval from the current Upteam Sponsor or Placement Associates. Univera remains the final authority in such cases.

13.9 Sell, Assign or Delegate Ownership

- A. In order to preserve the integrity of the organizational structure, it is necessary for Univera to place restrictions on the transfer, assignment, or sale of a distributorship.
- B. You may not sell or assign your rights or delegate your position as an Associate without prior written approval by Univera, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Univera.
- C. Should the sale be approved by Univera, the Buyer assumes the position of the Seller at the current qualified title, (the current “paid as” rank) at the time of the sale and acquires the Seller's Downteam.
- D. To transfer your distributorship, you must comply with the following procedures:
 - i. The transfer must be from you to another person in your family, where the familial relationship must be reasonably close at Univera's sole discretion.

- ii. The transfer must not involve any financial consideration; that is, the transfer must be a gift.
 - iii. The transfer will not be subject to upline approval nor any right of refusal by any party, but the transfer must still comply with all remaining applicable parts of this section. Univera reserves the right to review and/or reverse the transfer if it feels that these provisions are not being complied with.
- E.** To sell your distributorship, you must comply with the following procedures:
- i. Your immediate active Sponsor must be given the first right and option, in writing, to purchase the distributorship.
 - ii. If your immediate active Sponsor declines, in writing, to purchase the distributorship, the same offer must then go to your immediate active Uptime Placement Associate and so forth, until a total of 1 Sponsor and 4 Uptime Placement Associates have been presented with the opportunity to purchase the Seller's distributorship. For the sale of a Diamond or Blue Diamond distributorship, Univera shall be offered the opportunity to purchase the distributorship if declined by the Sponsor and 4 Uptime Placement Associates (if any).
 - iii. The Sponsor or Uptime Placement Associate shall indicate an interest in purchasing the distributorship being sold, by notifying you, in writing, within 10 days of the written offer and, thereafter, shall have up to 60 days to enter into a Sales Agreement with you. The potential Buyer must exercise good faith efforts as to not cause unreasonable or undue delay. This provision is not meant to restrict the contractual rights of either party, but rather to encourage the timely and equitable resolution of such business transactions.
 - iv. If the Sponsor, 4 Uptime Placement Associates, and Univera, if applicable, each decline, in writing, to purchase the distributorship or fail to respond within 10 days after your notice of intent to sell, you may proceed with the sale to a third party willing to purchase the distributorship upon substantially the same terms and conditions as provided to the Sponsor and 4 Uptime Placement Associates.
 - v. The terms and conditions of sale or transfer to a third party shall not change materially from the initial terms and conditions provided to your Sponsor and Uptime Placement Associates (if any). Should any significant terms of the offer change, or should the sale price be reduced by more than 15 percent from the initial offer, the Sponsor, 4 Uptime Placement Associates, and Univera, if applicable, shall be given another opportunity to purchase the distributorship at the reduced price or significantly changed terms.
- F.** To request Corporate authorization for a sale or transfer of your Univera distributorship, you must submit the following items to Univera Customer Care:
- i. A Sale/Transfer of Distributorship form properly completed, with the requisite signatures; (signatures of Uptime are not required for a transfer);
 - ii. A copy of the Sales Agreement signed and dated by the Buyer and you;

- iii. An Associate Agreement completed and signed by the Buyer;
 - iv. Payment of the \$100 administration fee; and
 - v. Any additional supporting documentation requested by Univera.
- G.** If the Buyer is not a current Univera Associate, the Buyer must enroll as an Associate and purchase a Univera Associate Starter Kit. If the Buyer is a current Univera Associate, he or she must be in good standing and not in violation of any provision of the Associate Agreement or these Policies and Procedures. Any such purchase by a current Univera Associate shall be subject to the provisions of Section 13.9.J.ii.
- H. You must be in good standing and not in violation of any provision of the Associate Agreement or these Policies and Procedures.** Any debt obligations that either you or the Buyer may have with Univera must be satisfied prior to the approval of the sale or transfer by Univera.
- I.** You will not be eligible to re-enroll as a Univera Associate in any organization for 6 full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

J. Sales and Transfers that are Permitted

- i. Subject to the procedures outlined in Section 13.9.E, a sale or merger may occur between two distributorships aligned equally in an organization; that is, between two parties situated side by side under the same Upteam. The two distributorships will become one, thus having to meet only one set of requirements to get commissions from the Compensation Plan.
- ii. Subject to the procedures outlined in Section 13.9.E, a sale may be permitted between two distributorships Upteam or Downteam to each other. The Buyer who purchases a Downteam distributorship has 2 options:
 - a. The Buyer may move down into the Seller's position and resign the Upteam account, in which case the Buyer's Downteam "rolls up" to the Buyer's former Sponsor; or
 - b. The Buyer may remain in the Upteam position and resign the Downteam account, in which case the Seller's Downteam "rolls up" to the Seller's former Sponsor.
- iii. Subject to the procedures outlined in Section 13.9.E, a distributorship may be sold or transferred to an "outside" individual or business entity not formerly or currently affiliated with Univera.

K. Sales and Transfers Not Permitted

A sale or transfer between two Associates that are in entirely different organizations is not permitted. If you wish to purchase a position in another line of sponsorship, you must follow the resignation process as set forth in Section 13.12. Univera reserves the right in its sole and absolute discretion to refuse authorization of any sale or transfer.

13.10 Separating a Univera Business

- A.** Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:
 - i.** One of the parties may, with the written consent of the other(s), operate the Univera business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize Univera to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee.
 - ii.** The parties may continue to operate the Univera business jointly on a “business as usual” basis, whereupon all compensation paid by Univera will be paid in the name designated by the Associates or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Univera will pay compensation to the name on record and in such event, the Associate named on the account shall indemnify Univera from any claims from the other business owner or the other Spouse with respect to such payment.
- B.** Univera recognizes only one Downteam organization and will issue only one commission payment per Univera business per commission cycle. Under no circumstances will the Downteam of an organization be divided, nor will Univera split commission and bonus earnings.
- C.** If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Univera business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Associate or active Customer in the former organization, and must develop a new business in the same manner as any other new Associate. An Associate in the Relinquishing Party’s former Downteam who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 13.5. As related to the specific circumstances in this Section 13.10.C, an active Customer or Preferred Customer from the Relinquishing Party’s organization who wishes to transfer to the Relinquishing Party’s new organization, must also comply with the requirements of Section 13.5.

13.11 Succession

- A.** Upon the death or incapacity of an Associate, the Associate’s business may be passed on to his or her legal successors in interest (successor). Whenever a Univera business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Associate’s sales organization. The successor must:
 - i.** Complete and sign a new Associate Agreement;

- ii. Comply with the terms and provisions of the Associate Agreement; and
 - iii. Meet all of the qualifications for the last rank achieved by the former Associate.
- B.** Bonus and commission earnings of a Univera business transferred based on this section will be paid in a single payment to the successor. The successor must provide Univera with an “address of record” to which all bonus and commission payments will be sent. Payments will be based on the current performance of the distributorship, not the highest rank or volume achieved.
- C.** If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a Federal Tax ID Number. Univera will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the business entity only.
- D.** Appropriate legal documentation must be submitted to Univera Customer Care to ensure the transfer is done properly. To affect a testamentary transfer of a Univera business, the successor must provide the following to Univera Customer Care:
 - i. A certified copy of the death certificate; and
 - ii. A notarized copy of the will or other appropriate legal documentation establishing the successor’s right to the Univera business.
- E.** To complete a transfer of the Univera business because of incapacity, the successor must provide the following to Univera Customer Care:
 - i. A notarized copy of an appointment as trustee;
 - ii. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee’s right to administer the Univera business; and
 - iii. A completed Associate Agreement executed by the trustee.
- F.** If the successor is already an existing Associate, Univera will allow such Associate to keep his or her own distributorship plus the inherited distributorship active for up to 6 months. By the end of the 6-month period, the Associate must have compressed (if appropriate), sold or otherwise transferred either the existing distributorship or the inherited distributorship.
- G.** If the successor wishes to terminate the Univera distributorship, he or she must submit a notarized statement stating the desire to terminate the distributorship, along with a certified copy of the death certificate, appointment as trustee, or other appropriate legal documentation.
- H.** Upon written request, Univera may grant a 1 month bereavement waiver of personal volume requirements and still pay out at the last “paid as” rank.

13.12 Resignation/Voluntary Termination

- A.** You may voluntarily terminate your distributorship by failing to renew your Agreement.
- B.** You may immediately terminate your distributorship by submitting a written notice to Univera Customer Care. The written notice must include the following:
 - i. Your intent to resign;
 - ii. Date of resignation;

- iii. Univera Identification Number;
 - iv. Reason for resigning; and
 - v. Signature.
- C. You may not use voluntary termination as a way to immediately change Sponsor and Placement. Instead, you are not eligible to re-apply for a distributorship or have any financial interest in a Univera business for 6 months from the receipt of the written notice of resignation or failure to renew as noted in Section 2.5.
- D. After the 6 month period has expired, you may, at the discretion of Univera, re-enroll under a different Sponsor and Placement.
- E. Univera reserves the right to approve or deny any request to re-enroll following voluntary termination.

13.13 Involuntary Termination

- A. Univera reserves the right to terminate your distributorship for, but not limited to, the following reasons:
 - i. Violation of any terms or conditions of the Associate Agreement;
 - ii. Violation of any provision in these Policies and Procedures;
 - iii. Violation of any provision in the Compensation Plan;
 - iv. Violation of any applicable law, ordinance, or regulation regarding the Univera business;
 - v. Engaging in unethical business practices or violating standards of fair dealing; or
 - vi. Returning over \$1,500 worth of products and sales tools for a refund within a 12 month period.
- B. Univera will notify you in writing by certified mail, return receipt requested or overnight documented mail, at your last known address of its intent to terminate your distributorship and the reasons for termination. You will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Univera will then have 30 calendar days from the date of receipt of your response to render a final decision as to termination.
- C. If a decision is made by Univera to terminate your distributorship, Univera will inform you in writing that the distributorship is terminated effective as of the date of the written notification. You will then have 15 calendar days from the date of mailing of such notice to appeal the termination in writing. Univera must receive your written appeal within 20 calendar days of the date of the Univera termination letter. If the written appeal is not received within this time period, the termination will be final.
- D. If you file a timely appeal of termination, Univera will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify you of its decision. The decision of Univera is then considered final and not subject to further review.

- E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Univera. As a former Associate, you shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Univera products. Univera will notify your active Uptime Sponsor and your active Uptime Placement Associate within 10 days after termination. Your organization will “roll up” to the active Uptime Sponsor on record; however, Univera reserves the right in its sole and absolute discretion to maintain or replace any expired, terminated, or abandoned position in the organizational tree at any time.
- F. If involuntarily terminated by Univera, you may not re-apply for a distributorship, either under your present name or any other name or entity, without the express written consent of an officer of Univera, following a review by Univera’s Compliance Committee. In any event, you may not re-apply for a distributorship for 12 months from the date of termination.

13.14 Effect of Cancellation

- A. Following non-renewal of your Associate Agreement, cancellation for inactivity, or voluntary or involuntary termination (collectively, a “cancellation”) you:
 - i. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by your former organization or any other payments in association with your former independent distributorship;
 - ii. Effectively waive any and all claims to property rights or any interest in or to your former Downteam organization; and
 - iii. Shall receive commissions and bonuses only for the last **full** pay period in which you were active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Univera.

14. DISCIPLINARY SANCTIONS

14.1 Imposition of Disciplinary Action - Purpose

It is the spirit of Univera that integrity and fairness should pervade among its Associates, thereby providing everyone with an equal opportunity to build a successful business.

Therefore, Univera reserves the right to impose disciplinary sanctions at any time, when it has determined that an Associate has violated the Associate Agreement, any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by Univera.

14.2 Consequences and Remedies of Breach

- A. Disciplinary actions may include but are not limited to one or more of the following:
- i. No action;
 - ii. Required re-training on Policies & Procedures;
 - iii. Issuance of a written warning;
 - iv. Probation (to be at Compliance Committee's discretion);
 - v. Suspension of Privileges (may include: hold on recruiting, attending company events, making product orders, etc., at Compliance Committee's discretion);
 - vi. Termination of Account;
 - vii. Legal proceedings for monetary or equitable relief; and
 - viii. Any other measure which Univera deems feasible and appropriate to justly resolve injuries caused by the Associate's policy violation or contractual breach.

15. DISPUTE RESOLUTION

15.1 Grievances

- A. If you have a grievance or complaint against another Associate regarding any practice or conduct relating to Univera business, you are encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, you should seek assistance from your nearest Upteam Diamond. If the matter still cannot be resolved, it must be reported directly to the Univera Compliance Department as outlined below in this Section.
- B. The Univera Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Associates involved.
- C. Univera will confine its involvement to disputes regarding Univera business matters only. Univera will not decide issues that involve personality conflicts or unprofessional conduct by or between Associates outside the context of a Univera business. These issues go beyond the scope of Univera and may not be used to justify a Sponsor or Placement change or a transfer to another Univera organization.
- D. Univera does not consider, enforce, or mediate third party agreements between Associates, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances**
- i. You should submit a written letter of complaint (email will not be accepted) directly to the Univera Compliance Department. The letter shall set forth the details of the incident as follows:

- a. The nature of the violation;
 - b. Specific facts to support the allegations;
 - c. Dates;
 - d. Number of occurrences;
 - e. Persons involved; and
 - f. Supporting documentation.
- ii. Upon receipt of the written complaint, Univera will conduct an investigation according to the following procedures:
- a. The Compliance Department will send an acknowledgment of receipt to you;
 - b. The Compliance Department will provide a verbal or written notice of the allegation to the Associate under investigation. The Associate will have 10 business days from the date of the written notice to present all information relating to the incident for review by Univera.
 - c. The Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary.
 - d. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Associate calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
 - e. Univera will make a final decision and timely notify the Associates involved.

15.2 Arbitration

- A. Any controversy or claim arising out of or relating to the Associate Agreement, these Policies and Procedures, or the breach thereof, your business or any dispute between Univera and you, shall be settled solely by binding arbitration.
- B. By participating in the Univera business, and in consideration of the commissions, awards, bonuses, and other amounts paid by Univera to such Univera business, each Participant in a Business Entity that owns a Univera business agrees, by participating in such Univera business, that any claim or controversy arising out of, or in any way relating to the Univera business in which it, or they participate, or these Policies and Procedures, or any breach hereunder, as well as any claim or controversy such Participant may have against Univera, shall be settled solely by binding arbitration.**
- C. Any such arbitration referred to in subparagraphs A and B above, shall be held in Seattle, Washington, U.S.; administered by the American Arbitration Association under its

commercial arbitration rules; provided, however, that any arbitration involving a Canadian Associate or a Canadian Participant shall be held in Vancouver, British Columbia, Canada, under the Rules of Arbitration of the International Chamber of Commerce. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- D.** If an Associate or Participant files a claim or counterclaim against Univera, he, she or it may only do so on an individual basis and not with any other Associate or as part of a class or consolidated action. As a condition of participating in the Univera opportunity and in consideration of receipt of commissions and other bonuses from Univera, an Associate or Participant hereby waives all rights to trial by jury or to any court proceedings and agrees that all disputes shall be determined solely by binding arbitration in Seattle, Washington or in the case of Canadian Associate, Canadian Participant or Canadian Univera distributorship, in Vancouver, British Columbia.
- E.** This agreement to arbitrate all claims shall survive any termination or expiration of the Associate Agreement.
- F.** Nothing in these Policies and Procedures shall prevent Univera from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Univera interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- G.** These Policies and Procedures and any arbitration involving an Associate and Univera shall be governed by and construed in accordance with the laws of the state of Washington, without reference to its principles of conflict of laws, or in the case of a Canadian Associate, Canadian Participant or Canadian Univera distributorship, by the laws of the Province of British Columbia, Canada.

15.3 Severability

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

15.4 Waiver

- A.** Only an officer of Univera can, in writing, effect a waiver of the Univera Policies and Procedures. Univera's waiver of or failure to enforce any part of these Policies and Procedures or any particular breach by an Associate shall not affect Univera's rights with

respect to any subsequent breach, nor shall it affect the rights or obligations of any other Associate.

- B.** The existence of any claim or cause of action of an Associate against Univera shall not constitute a defense to Univera's enforcement of any term or provision of these Policies and Procedures.

15.5 Successors and Claims

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

16. UNIVERA GLOSSARY OF TERMS

ACH (Automated Clearing House): A secure private network that enables electronic payments, such as automatic debit card purchases, to be handled and processed.

Active Associate: An Active Associate is an Associate who has purchased a Univera Associate Starter Kit, places a minimum order of 40 PV each month and pays the annual renewal fee.

Agreement: Refers to the Associate Agreement, these Policies and Procedures, and the Compensation Plan.

Associate: An individual who received a Univera Identification Number, purchased a Univera Associate Starter Kit, and submitted a signed Associate Agreement. The Associate is an independent contractor and is not an employee of Univera.

BV (Business Volume): The numeric value placed on products that accrue towards PV and GV.

Commercial Sale: Univera products that equal or exceed \$5,000 in a single order or products sold to a third party who intends to re-sell the products to an end consumer.

Convenience Plan: (CP or Auto Ship) A standing order that is automatically shipped on a monthly basis.

Customer: Anyone who has received Univera product but has not purchased a Univera Associate Starter Kit or signed an Associate agreement and who is listed in the Univera computer as a "Customer".

Distributorship: The sales organization of an Associate, which includes all Downteam Customers, Preferred Customers and Associates.

Downteam: A sales organization comprised of Customers and Associates sponsored below a particular Associate.

GV (Group Volume): The total BV accumulated under the entire Downteam organization, including personal volume.

Inactive Associate: An Associate with no personal volume (orders).

Placement: An Associate's immediate Upteam Associate. One who accepts frontline Customers or Associates from his or her Sponsor or Upteam to increase volume, commissions, or rank.

Preferred Customer: A Customer who is enrolled on a monthly Convenience Plan.

Preferred Price: The price given to a Customer who is on a monthly Convenience Plan; also, the price given to an Associate who is not on a Convenience Plan.

Protected Prospect: Guest of a Univera Associate who attends a Univera or Associate sponsored function or event.

Retail Customer: A Retail Customer is any person who is not in the Univera computer system and who orders and receives product directly from an Independent Univera Associate or Customer.

Retail Price: The price a Customer pays when not enrolled on Convenience Plan.

RMA: Pre-approved Return Merchandise Authorization - required for accurate processing of returns.

Sales Organization: An Associate's Upteam and Downteam.

Social Media: Any form of Internet-based communications between an Associate and others, including texting.

Sponsor: An Associate who recruits and enrolls new Customers or Associates.

UAN: Univera Approval Number; a number issued by the Compliance Department upon approval of an ad, event or other process requiring review and authorization.

Univera Compliance Committee: Will consist of three randomly selected and rotated Univera Vice Presidents.

Upteam: A Customer's or Associate's linkage to Univera by the Sponsor and Placement "tree".

Wholesale Price: The price an Associate pays who is enrolled in a Convenience Plan.