

VIVRI USA POLICIES AND PROCEDURES

SECTION 1- INTRODUCTION

1.1 – Policies and Procedures Incorporated to the Leader Agreement

This AGREEMENT is between VIVRI USA LLC, hereafter referred to as “VIVRI” and the Distributor or VIVRI Independent Leader, hereafter referred to as “Leader”.

The Agreement between VIVRI and each Leader, includes the Leader’s Application and Agreement, VIVRI’s Policies and Procedures, the Compensation Plan, the Back-Office Terms of Use and the Replicated Website for Independent Sales Leader, Leader Code of Ethics, and the Rules of other commercial entities such as Distribution Centers, Lifestyle Centers, etc., all in their current form and as modified by VIVRI in accordance with the terms of the Agreement. These documents are collectively referred to as the "Agreement".

1.2 – Changes to Policies and Procedures

Because federal, state, and local laws, as well as the business environment, periodically change, VIVRI reserves the right to amend the Agreement. VIVRI will provide 30 days advance notice of any such amendment via electronic mail and the amendment will be posted on VIVRI’s website and/or in your Leader Back-Office. The amendments shall become effective 30 days after the publication of the amendments.

The continuation of a VIVRI business or a Leader’s acceptance of bonuses or commissions after the effective date of the amendment shall constitute a Leader’s acceptance of all amendments, and it shall also constitute adequate consideration to support all amendments. You may opt out of any proposed amendments by terminating the Agreement prior to the effective date of such proposed amendments.

Unless you expressly agree to such amendment, the amendment shall not apply retroactively to conduct that occurred prior to the effective date of the amendment.

1.3 – Severable Provisions

If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

1.4 – Waiver

Under no circumstances can it be understood that the Company waives its right to insist on compliance with the Agreement and with the applicable laws that govern the conduct of a company. No failure or omission of VIVRI to exercise any right or insist on strict compliance by a Leader with any obligation or provision of the Agreement and applicable law, or any custom or practice of the parties in disagreement with the terms of the Agreement, will constitute a waiver of VIVRI's right to demand the exact fulfillment of the Agreement. The existence of any claim or cause of action of a Leader against VIVRI does not constitute a defense to VIVRI's requirement of any term or provision of the Agreement.

SECTION 2 – Becoming a Leader

2.1 – Requirements to Become a Leader

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

- a) Be the legal age of majority and a legal resident of the United States or U.S. territories, and agree to purchase a non-commissionable Starter Kit. The Starter Kit is the only purchase required to conduct business as a VIVRI Independent Leader. A Starter Kit may be returned for a full refund if Leader terminates this Agreement within 15 days from the date of enrollment;
- b) Accept and understand that taxes are your responsibility;
- c) Have read the Compensation Plan, Independent Leader Contract VIVRI and these Policies and Procedures;

2.2 – Leader Benefits

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

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

- Participate in promotional and incentive contests and programs sponsored by VIVRI for their Leaders.

SECTION 3- OPERATION OF A VIVRI BUSINESS

3.1 – Methods and Marketing Tools Created by a Leader

Leaders must not demand or encourage other current or potential Leaders to execute any arrangement or agreement that are not VIVRI's official arrangements or agreements in order to become a VIVRI Leader. Likewise, Leaders must not require nor encourage other current or potential Leaders or Customers to make any purchase of, or payment to, any individual or other entity to participate in VIVRI's Compensation Plan, with the exception of identified purchases or payments as recommended or required in VIVRI's official literature.

3.2 – Advertising

Advertising and Communication Policies

Leaders must read and accept the “*Advertising and Communication Policies*” that are available to them in their Back-Office. These Policies will prevail over the provisions of Section 3 of this document in case of controversies.

Deceptive Claims Strictly Prohibited

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

Product Claims: You shall not make any claim regarding Vivri Products that could reasonably mislead, deceive or create a false impression.

You must not make statements, including, but not limited to, any testimony about VIVRI's Products or services that are not contained in the official VIVRI literature or published on the official VIVRI site.

You shall not make any claim that VIVRI Products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any disease, symptoms of a disease, sickness, or injury. Examples of product claims that should be avoided include, but are not limited to: “The product cures or helps with diseases;” “The product helps the immune system;” “The product achieves a therapeutic effect.”

You shall not claim or imply that any VIVRI Product is registered with or approved by the U.S. Food and Drug Administration (“FDA”) or any other regulatory authority or third-party.

Weight Loss Testimonials: If a Leader gives a weight loss testimony in relation to VIVRI Products, the Leader must comply with state and federal laws regarding this matter, and also comply with all terms specified in the then current version of the “Advertising and Communication Policies” which is included in the Back-Office.

In addition, it is prohibited to:

- Share information that is not true and accurate.
- Mention any illness or medical condition in the context of sharing a testimony in relation to the use of company products.
- Publish testimonies without the following disclaimer: *Individual results may vary. Testimonials are not claimed to represent typical results. VIVRI does not guarantee these results.*

Income and Lifestyle Representations: You shall not make any claim regarding the VIVRI business opportunity or Compensation Plan that could reasonably mislead, deceive or create a false impression.

When presenting or discussing VIVRI business opportunity or the Compensation Plan, Leaders must make it clear to prospects that financial success in VIVRI requires commitment, effort, financial investment, and sales skill. You must never represent that one can be successful without diligently applying themselves or that earnings are guaranteed.

When presenting or discussing the VIVRI business opportunity or Compensation Plan, you may not make income claims, representations, or testimonials (collectively “Income Claims”) that are deceptive. Deceptive Income Claims include any claim, testimonial, statement or other representation, whether written or oral, that pertains to any of the following in connection with the VIVRI Opportunity or Compensation Plan:

- Exaggerated or guaranteed incomes, earnings, or profits;
- Hypothetical, potential, or estimated incomes, earnings, or profits that are in any way misleading;
- Claims that Leaders may earn residual or unlimited income or otherwise replace their income or gain;

- Claims that Leaders may obtain financial freedom; or
- Any other false, untruthful, incomplete or otherwise misleading or potentially misleading information that misrepresents the typical income or earning results of VIVRI Leaders.

You shall not disclose the amount of any bonus, commission, or other compensation from VIVRI or show checks, copies of checks, bank statements, tax statements, or similar financial records.

You shall not make deceptive “lifestyle” Income Claims (“Lifestyle Claims”). A Lifestyle Claim is a statement or depiction that implies or states that a Leader can achieve non-typical results. Examples of deceptive Lifestyle Claims include, but are not limited to, statements or claims that the VIVRI business opportunity and/or Compensation Plan will lead to:

- Early retirement or being able to quit one’s job;
- Income equivalent to a full-time career (“career- level income”);
- A luxury lifestyle;
- The ability to purchase a home or vehicle;
- Vacations; or
- Anything similar thereto that misrepresents the typical income or earning results of VIVRI Leaders.

Additionally, you shall not mention or refer to VIVRI in connection with any deceptive Income Claim or Lifestyle Claim by way of implication, for example, by mentioning VIVRI in a social media post in close proximity to a post suggesting a luxury lifestyle.

You shall provide the Income Disclosure Statement (IDS) any time you make Income or Lifestyle Claims. The IDS can be found at <https://vivri.site/terms-and-conditions/> . Your disclosure of the IDS must be CLEAR AND CONSPICUOUS on all Leader-created materials, including digital advertising, social media posts, training materials, videos, and website/blog content, regardless of space constraints and should account for platform limitations. The IDS sets reasonable expectations regarding the VIVRI business opportunity and Compensation Plan, as well as adherence to consumer protection laws and regulations. You may not alter or verbally embellish the IDS in any way, including but not limited to adding any text.

Copyrighted Material

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

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

Name of the Leader
Independent Leader of VIVRI

E.g.:

Alice Smith
Independent Leader of VIVRI

Leaders cannot use the name VIVRI alone or jointly with any geographic location without appointing the name of the Independent Leader or the abbreviation LIV™ and without prior approval by the Company. Any questions or approval should be sent to compliance@vivriusa.com

Logo for VIVRI's Independent Leader

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

Commercial Questions

Leaders should not try to answer media questions regarding VIVRI, its products or services, or its independent VIVRI business. All inquiries of any type of media should be immediately referred to the Commercial Department of VIVRI at commercial@vivriusa.com

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

Unsolicited E-mails

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

- It must contain a functioning email sender address.
- It must contain a notice in the email that informs the recipient that he or she can respond to the email through the functioning email address of the sender, to request that orders or future correspondence are not sent to him/her (this is, an opt-out notice).

- The email must include the business address of the Leader.
- The email must clearly and obviously show that the message is advertising or a request.
- The use of deceptive subject lines and/or false information in headings **or any part of the email** is prohibited.
- All opt-out requests, whether received by email or regular mail, must be respected. If a Leader receives a request to exclude a recipient from an email, the Leader must send the exclusion request to the Company.

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

Unsolicited Faxes

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

Telephone Directory List

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

Name of the Leader

Independent Leader of VIVRI

3.3 – Online Behavior

Web Pages for Leaders

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

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

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

Websites Replicated by VIVRI

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

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

- a) Be confused with other parts of the VIVRI corporate website;
- b) Confuse a reasonable person to think that he/she has had access to a page of the VIVRI corporate site;
- c) Be confused with any VIVRI name;

d) Contain incorrect, misleading or out of order phrases or words that may damage VIVRI's image.

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

Access to the Back-Office

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

Domain names, E-mail addresses and Online Alias

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

Hotlinks

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

Banner Advertising

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

Spam Linking

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

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

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

Sponsored Links or Pay Per Click Advertising (PPC)

Sponsored links or pay per click advertising (PPC) is acceptable. The URL or destination of the advertisement must make clear that the user is directed to an Independent Leader website. Nevertheless, the user must neither be deceived to believe that he/she is directed to a VIVRI's corporate site.

Domain Names and Email Addresses

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

Social Media

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

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

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

Leaders are Responsible for their Publications

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

Identification as an Independent Leader of VIVRI

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

The Use of Intellectual Property of Third Parties

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

Respecting Privacy

The privacy of others must always be respected in any type of message. Leaders must not participate in rumors or gossip about any individual, company, products or services of the

competition. Leaders cannot list the names of other people or entities in their ads unless they have the written authorization of the person or entity that is the subject matter of their publication.

Professionalism

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

Prohibited Ads

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

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

Response to Negative Messages

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

Social Media Sites with Website Features

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

Cancellation of Your VIVRI Business

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

3.4 – Business Entities

If a Leader applicant wants to convert to a business entity of any type (trust, partnership, limited liability company, corporation, etc.), the Leader must request it in writing to legal@vivriusa.com, and the request must be approved by VIVRI. The business entity, as well as all the shareholders, members, directors, partners, administrators and other parties with ownership interests, or management responsibilities of the Business Entity (collectively "Affiliated Parties") shall be individually, jointly and severally liable for any debt with VIVRI, the compliance with the VIVRI Policies and Procedures, the VIVRI Leader Agreement and other obligations with VIVRI.

Changes in a Business Entity

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

3.5 – Change of Sponsorship

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

Claims Waiver

In cases where adequate sponsorship change procedures have not been followed, and a descending organization has been created in the second business developed by a Leader, VIVRI reserves the sole and exclusive right to determine the final disposition of the descending organization. The conflict resolution around the correct placement of a descending line that has been developed in an organization that has incorrectly changed sponsors is often very difficult. Therefore, LEADERS WAIVE ALL CLAIMS AGAINST VIVRI, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES AND AGENTS THAT RELATE TO, OR RESULT

FROM, THE VIVRI DECISION IN RELATION TO THE PROVISION OF ANY DESCENDING LINE ORGANIZATION THAT IS DEVELOPED UNDER AN ORGANIZATION THAT HAS INCORRECTLY CHANGED ITS SPONSORSHIP LINES.

3.6 – The Prohibition of Repackaging and Re-Labeling

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

3.7 – Conflicts of Interest & Confidentiality

Leaders may participate in other direct selling, network marketing, or multi-level marketing ("Direct Sales") businesses provided they remain compliant with the Agreement. You agree, however, you will receive significant benefits from VIVRI, including the opportunity to participate in specialized training on VIVRI products, access to support systems containing VIVRI's confidential information, and other benefits of the VIVRI network.

In consideration for the benefit of access to VIVRI's confidential information and to protect VIVRI's investment in the development of its Leaders, you, to the fullest extent allowed by applicable law, agree that the following rules and restrictions apply to participation in other Direct Sales businesses and that such rules and restrictions are fair and reasonable, necessary to protect the business of VIVRI, its Leaders, and the Affiliated Parties, and do not preclude you from earning a living:

1. If a Leader is engaged in other non-VIVRI Direct Sales programs, it is the responsibility of the Leader to ensure that his or her VIVRI business is operated entirely separate and apart from any other Direct Sales program in which the Leader participates, whether online or offline. To that end, you agree to adhere to the following:
 - a. You shall not display VIVRI promotional materials, sales aids, products or services along with any non-VIVRI promotional materials, sales aids, products, or services.
 - b. You shall not promote VIVRI opportunities, products, or services to prospective or existing VIVRI customers or Leaders in conjunction with any non-VIVRI program, opportunity, product, or service.
 - c. You shall not promote any non-VIVRI opportunity, product, or service at any VIVRI-related meeting, seminar, or convention.
2. During the term of the Agreement, and for a period of twelve (12) months after the cancellation of the Agreement for any reason, you agree that you may not directly or indirectly Recruit (as defined below) any VIVRI Leaders or customers to participate in any way in any Direct Sales company that sells any product that

competes with any VIVRI product (a “Competing Direct Sales Company”). The term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, a VIVRI Leader or customer to enroll or participate in another Direct Sales opportunity or venture or to cease their relationship with VIVRI. The conduct described in the preceding sentence constitutes Recruiting even if your actions are in response to an inquiry made by another Leader or Vivri customer.

3. You may not directly or indirectly sell, offer to sell, or promote the products of any Competing Direct Sales Company to any current Leader or VIVRI customer through any means, including but not limited to the use of any website, blog, or social media site on which you discuss or promote, or have discussed or promoted, VIVRI or its products.
4. You agree to notify VIVRI at legal@vivriusa.com within five (5) business days of enrolling in any Competing Direct Sales Company.
5. Due to the particularly sensitive confidential information granted to such Leaders, Leaders who achieve a rank of Diamond Heart or higher agree to adhere to the following:
 - a. During the term of the Agreement, and for a period of twelve (12) months after the cancellation of the Agreement for any reason, Leaders who achieve a rank of Diamond Heart or higher may not participate in any Competing Direct Sales Company. A Leader who achieves the rank of Diamond Heart or higher while simultaneously participating in a Competing Direct Sales Company shall cease his or her participation in the Competing Direct Sales Company within 30 days of achieving the rank of Diamond Heart or higher.
 - b. During the term of the Agreement, and for a period of twelve (12) months after the cancellation of the Agreement for any reason, Leaders who reach the rank of Diamond Heart and above are prohibited from appearing in, being referenced in, or allowing their name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials or activities for any Competing Direct Sales Company. This includes, but is not limited to, sending emails, maintaining a website or social media site, attending meetings or participating in conference calls or other recruiting, field or company-related events or activities.
 - c. Additionally, during the term of the Agreement, and for a period of eighteen (18) months after the cancellation of the Agreement for any reason, a Leader who has achieved the rank of Diamond Heart or higher may not Recruit any VIVRI Leader or customer for any Competing Direct Sales Company. You agree

and acknowledge that this extended period for Leaders ranked Diamond Heart or higher is reasonable and necessary to protect VIVRI's confidential information because of the additional and particularly sensitive confidential information to which such Leaders have access.

6. You shall not take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of VIVRI's contractual relationships with any Leader or VIVRI customer.
7. If you are found to have violated any of the provisions of this Section 3.7, you agree that the non-solicitation period applicable shall be extended by a period of time equal to the period of such violation. It is the intent of this paragraph that the running of any non-solicitation or non-compete period shall be tolled during any period of violation so that VIVRI may obtain the full and reasonable protection for which it contracted.
8. You and VIVRI recognize that because Direct Sales businesses are conducted through networks of independent contractors dispersed across the entirety of North America and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, you and VIVRI agree that this non-solicitation provision shall apply to all markets in which VIVRI conducts business.
9. Furthermore, it is against VIVRI policy to target members of the sales force of another Direct Selling company to build a VIVRI business. If you encourage a prospect to breach or violate their agreement with another Direct Selling company or other business venture, you bear the risk of involvement in litigation. VIVRI will not pay for the legal or defense cost or agree to indemnify any Leader who violates this policy.

You may promote businesses other than Direct Sales businesses so long as you fully comply with the Agreement. The information for the other business must be displayed on a page or section of a website or social media account that is separate from any page(s) or section(s) related to VIVRI.

Confidential Information

Leader acknowledges that VIVRI may provide Leader with proprietary or non-public information and reports relating to Leader's sales activity, other Leaders, Products or customers ("Confidential Information"). Confidential Information shall include, but not be limited to, reports and compilations generated by VIVRI that are made available to Leader, contact and earnings information of other Leaders, sales information, forecasts, projections or other materials furnished or prepared by VIVRI for Leader's use. Leader

acknowledges that VIVRI is the sole owner of any and all Confidential Information provided to Leader pursuant to this Agreement. In this regard, Leader shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute, license, sell, use or otherwise make known any Confidential Information to any third party or person or entity not expressly authorized or permitted by VIVRI to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; and (iii) not directly or indirectly make any use whatsoever of the Confidential Information, except for purposes of performing services under this Agreement. The parties each acknowledge that the restrictions in this paragraph are reasonable efforts of VIVRI to protect and maintain the Confidential Information.

Leader shall not directly or indirectly utilize Confidential Information in connection with any other business or commercial venture or the marketing or promotion of another company's products or services. Similarly, Leader shall not directly or indirectly utilize Confidential Information to solicit other Leaders or customers to join another direct sales company or purchase products or services from another company.

All Leader genealogical, downline, group lists, or business reports (collectively "Genealogical Reports") are confidential, proprietary information and constitute a business trade secret belonging to VIVRI or a related entity. Leaders agree to allow such personal identifying information (name, address, contact details, etc.) to be entered into their VIVRI account and included in the Genealogical Reports provided to their upline. You are provided with Genealogical Reports to support, manage, motivate, and train your team. You must treat this information as confidential and refrain from making any use thereof for any purpose other than the management of your downline.

You shall not, on your own behalf, or on behalf of any other person, partnership, association, corporation, or other entity:

- Disclose any Confidential Information, including information contained in any Genealogical Reports, to any third party directly or indirectly;
- Directly or indirectly disclose the password or other access code to any Confidential Information, including information contained in any Genealogical Reports;
- Use the Genealogical Reports or any other Confidential Information to compete with VIVRI, or for any purpose other than promoting VIVRI; nor
- Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information or information contained in any Genealogical Reports.

The provisions of this Section shall survive the termination, cancellation, or expiration of the Agreement.

3.8 – Mistakes or Questions

If a Leader has questions or believes that mistakes have been made in relation to bonuses, Genealogical Reports or charges, the Leader must notify VIVRI in writing within 30 days of the date of the alleged mistake or incident in question.

3.9 – Government Approval and Support

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

3.10 – International Marketing

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

3.11 – Sale, Transfer or Assignment of a VIVRI business

To prevent manipulation or abuse of VIVRI's Compensation Plan, a Leader may not sell, assign, or otherwise transfer his/her Agreement unless he or she has submitted a Business Transfer Application that is approved by VIVRI. Any attempt by a Leader to transfer his/her Agreement to a third party without a Business Transfer Application approved by VIVRI shall be null and void.

Before transferring any VIVRI business to a third party, VIVRI shall have the right of first refusal to acquire the VIVRI business. VIVRI shall have the right to acquire the VIVRI business for the lesser of:

- The same terms as offered to, and accepted by, a third party who is ready, willing, and able to perform; and
- The fair market value of the business as ascertained by a professional business appraiser who is mutually agreed upon by VIVRI and the Leader. The cost of acquiring an appraisal shall be borne by VIVRI.

Notwithstanding VIVRI's election not to exercise its right of first refusal, VIVRI nevertheless retains the discretion to authorize or deny the Leader's Business Transfer Application.

3.12 – Transaction of a VIVRI business after a Divorce or Dissolution of a Business Entity

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

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

- One of the parties may, with the consent of the other party, operate the VIVRI business by virtue of a written assignment in which the spouse who wishes to leave the VIVRI business gives up all of his or her rights to the other spouse and renounces to directly deal with the other spouse in front of VIVRI, or
- The parties may continue to operate the VIVRI business together under the "business-as-usual" basis, with which all compensations paid by VIVRI will be paid according to the status quo that existed prior to the request for divorce or procedure of dissolution. This is the default procedure if the parties do not agree on the format indicated above. In no case shall the Descending Line Organization of divorcing spouses be divided. Likewise, under no circumstance will VIVRI make any division of the commission and bonus checks between the divorcing spouses. VIVRI will recognize only a Descending Line Organization and will issue a single commission check for each VIVRI business per commission cycle. Any commission will always be paid to the same person. In the event that the parties to a divorce can not resolve a dispute over the provision of bonuses and ownership of the business in a timely manner as determined by the Company, the VIVRI Leader will be required to cancel its VIVRI business.

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

In case of dissolution of a Business Entity, the VIVRI business can be transferred to one of the original owners of the business entity. However, the VIVRI business cannot be

transferred to anyone other than the original owners of the business entity. Any attempt to transfer the VIVRI business to any other person or entity will result in the termination of the VIVRI business. Anyone who has declined to maintain an interest in the VIVRI business must wait six calendar months before re-enrolling as a VIVRI Leader.

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

3.13 – Online Sponsorship

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

3.14 – Succession

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

- Executes a Leader Agreement;
- Complies with the terms and provisions of the Agreement;
- Complies with all the necessary requirements to keep the deceased Leader status or level;
- Provide VIVRI a “registration address” so every bonus check is sent to the same.

3.15 – Transfer due to Death of a Leader

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

3.16 – Transfer due to Disability of a Leader

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

SECTION 4 – LEADER’S RESPONSIBILITIES

4.1 – Change of Address, Telephone, and Email Addresses

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

4.2 – Negative Comments

VIVRI wants to offer its independent Leaders the best products, Compensation Plan, and service of the industry. Consequently, we value your constructive criticism and comments. All comments should be formulated through the tickets system in the Back-Office. Leaders should not disparage, demean, or make negative comments about VIVRI, other VIVRI Leaders, VIVRI products, the Marketing and Compensation Plan, or VIVRI directors, officers or employees. Complaints and concerns about VIVRI and/or its products should be directed to the LIVs™ Service Department.

4.3 – Providing Documentation to Applicants

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

4.4 – Taxes

Each Leader is responsible for his or her own taxes.

Leaders shall provide a valid Social Security Number or Federal Tax ID after they reach \$600 in earnings from VIVRI or \$5,000 in sales. Failure to provide this information will result in suspension or termination of the Agreement.

SECTION 5 – SALES REQUIREMENTS

5.1 – Product sales

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

5.2 – No Territory Restrictions

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

5.3 – Sales Receipts

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

5.4 – Manipulating Enrollments and Sales Volume

Leaders must not manipulate enrollments of new Leaders, Customers, or product purchases, as this may constitute bonus buying. Bonus buying is strictly prohibited and results in an immediate breach of this Agreement.

Bonus buying includes but not limited to: (a) the enrollment of individuals or entities without the knowledge of and/or execution of a Leader Agreement & Agreement or Customers registration form by such individuals or entities; (b) the enrollment or attempted enrollment of non-existent individuals or entities as Leaders or Customers; (c) placing orders under another Leader's ID or combining orders with another Leader; (d) permitting other Leaders or Customers to use their credit card or banking accounts, to enroll or to make purchases under another person's VIVRI account without proof of a monetary exchange; (e) a Leader enrolling and purchasing products as a Customer; (f) any other mechanism by which strategic purchases or enrollments are made to manipulate commissions, bonuses or other incentives.

Leaders shall not personally purchase or require the purchase of inventory in an amount that exceeds what can be expected to be resold and/or consumed within a reasonable period of time. This is defined as inventory loading, which is strictly prohibited.

VIVRI reserves the right to withhold final approval on all payments, recognition, awards, or incentives pending verification of compliance with any incentive, promotional or recognition program terms and conditions and to ensure that there has been no bonus buying, inventory loading, manipulation of the Compensation Plan, or violation of the Agreement.

SECTION 6- Bonuses

6.1 – Bonuses' Requirements and Frequency

A Leader must be active and in compliance with the Agreement to qualify for bonuses. These bonuses will be paid according to the compensation plan. The minimum amount for which VIVRI will issue a commission is \$10 Dollars, this in order to cover the processing fees applicable. If a Leader's bonuses are not equal to or are greater than \$10, VIVRI will

accumulate his/her bonuses until it reaches the minimum amount and then issue the payment.

6.2 – Adjustment of Bonuses

Adjustments due to Return of Products

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

Written Copy of Commission Checks

The company pays bonuses through a check either on paper, through direct deposit or through other means VIVRI defines.

VIVRI could charge a fee for payment processing, that will depend on the payment method used to pay commissions to that Leader.

6.3 – Reports

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

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

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

SECTION 7 - PRODUCT GUARANTEES, RETURNS AND REPURCHASE OF STOCK

Return policy

7.1 – Customer Product Satisfaction Guarantee

Leaders must notify their Customers that a 90-day money-back guarantee is offered on all VIVRI products sold to Customers. Customers not completely satisfied may return the purchased products to their Leader or VIVRI for a replacement or full refund within 90 days from the Customer purchase date. Shipping fees are non-refundable. Promotional products and gift items may not be available for replacement, and may, at VIVRI's discretion, be exchanged for an item of equal value. The product guarantee applies only to orders placed through a VIVRI authorized sales channel. Refunds and exchanges may be obtained by contacting VIVRI's Contact Center.

In addition, Leaders must inform their Customers verbally about this right, and shall provide them with two copies of a sales receipt at the time of the sale and must indicate this right of cancellation on the receipt.

7.2 – Independent Consultant Return Policy

Leaders may return any products purchased within the past year for a 100% refund, provided such product or Business Aids are in re-saleable condition (see definition of "Re-saleable" in Section 7.4).

Set-offs include, but are not limited to, those items identified in Section 6.2.

Exchanged products, unlike returned products, will not result in a reduction of volume or other sales benefits.

Single product returns are subject to the return policy applicable to Customers.

In the event Vivri is of the opinion, in its sole discretion, that a Leader is abusing VIVRI's return policy, VIVRI reserves the right to cancel the Agreement.

7.3 – Commission and Bonus Clawback

All overrides, bonuses, commissions, incentives, campaigns, promotional benefits, or other remuneration (collectively "remuneration") that has been paid to a Leader and their upline based on their Team Volume (as measured in Business Value) associated with products that are subsequently returned will be deducted from the Leader and those upline Leaders who received remuneration based on such volume. Valid Customer product replacements and/or exchanges do not create a deduction. Deductions may take place in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

All remuneration that has been paid to a Leader, based on the volume associated with products that are subsequently returned, and any amounts due to VIVRI from the Leader for any other reason, are subject to deduction from the refund or repurchase amount.

Overrides, bonuses and all benefits previously paid or earned on the returned marketable products by the Leader's upline will be deducted from such upline's subsequent commissions.

7.4 – Re-Saleable

Products and Business Aids shall be deemed re-saleable if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to VIVRI prior to its expiration date and within one year from the date of purchase; 5) the product contains current VIVRI labeling. Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item shall not be re-saleable.

SECTION 8 – CONFLICT RESOLUTION AND DISCIPLINARY PROCEDURE

8.1 – Violations of the Agreement

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

- Issuance of a warning or reprimand in writing;
- Require the Leader to take immediate corrective actions;
- Imposition of a fine, which can be withheld from their commissions;
- Loss of rights to one or more commissions;
- VIVRI may deny a Leader all or part of the Leader's bonuses during the period that VIVRI is investigating any conduct in violation of the Agreement. If a Leader's business is cancelled for disciplinary reasons, the Leader shall not be entitled to recover the bonds retained during the investigation period;
- Suspension of the Leader Agreement of the person of one or more payment periods;
- Involuntary termination of the Leader Agreement;

- Suspension and/or termination of the website of the offending VIVRI Leader or access to the website;
- Any other measure expressly permitted in any of the provisions of the Agreement or that VIVRI considers appropriate to fairly resolve the damages caused in part or exclusively by any violation of the Leader's policies or breach of contract.

8.2 – Complaints and Claims

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

8.3 – Arbitration

GENERAL THIS PROVISION AFFECTS HOW CLAIMS A LEADER MAY HAVE AGAINST VIVRI OR THE RELATED PARTIES (which include VIVRI's affiliates, owners, members, managers, directors, and employees), OR CLAIMS VIVRI OR THE RELATED PARTIES MAY HAVE AGAINST A LEADER, WILL BE RESOLVED. YOU UNDERSTAND AND AGREE THAT THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION 8.3 OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE LEADER AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE AGREEMENT OR THE AGREEMENT AS A WHOLE. CONSIDERATION FOR THIS DISPUTE RESOLUTION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO MEDIATE AND/OR ARBITRATE DISPUTES. YOU FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION 8.3 IS UNENFORCEABLE.

Any controversy, claim or dispute of whatever nature arising between a Leader, on the one hand, and VIVRI and/or the Related Parties, on the other, including but not limited to those arising out of or relating to the Agreement, including these Policies and Procedures, or the breach thereof; the sale, purchase or use of VIVRI products; or the commercial, economic, or other relationship of a Leader and VIVRI and/or the Related Parties (for purposes of this Dispute Resolution Agreement, each a "party"), whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise ("Dispute"), and any Dispute as to the arbitrability of a matter under this provision, shall be settled through arbitration, as provided in this Section 8.3, except that the arbitrator(s) shall have no authority to determine that a arbitration may proceed on behalf of or against a class.

The Parties understand and agree that if the arbitrator or arbitral panel awards any relief outside the authority set forth herein, any Party may seek a review of the award in the exclusive jurisdiction and venue of a state or federal court in Dallas County, Texas, except that jurisdiction and venue of any suit to enforce an arbitral award on claims arising under

Section 3.7 shall reside exclusively in a state or federal court sitting in the state in which the Leader resides.

8.3.1 – Modifications: VIVRI MAY AMEND THE TERMS AND CONDITIONS OF THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION 8.3 FROM TIME TO TIME. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY AMENDMENT BY THE COMPANY TO THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION 8.3 SHALL ONLY TAKE EFFECT UPON A LEADER’S EXPRESS AGREEMENT TO SUCH AMENDMENT. A LEADER MAY INDICATE HER OR HIS AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS ACCOMPANYING THE PROPOSED AMENDMENT. VIVRI MAY TERMINATE THE AGREEMENT OF ANY LEADER WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION AGREEMENT WITHIN 30 DAYS AFTER NOTICE OF THE AMENDMENT IS PROVIDED. ANY SUCH AMENDMENT SHALL APPLY TO ALL DISPUTES SUBMITTED TO ARBITRATION BY THE LEADER OR THE COMPANY (INCLUDING ANY RELATED PARTIES) ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH DISPUTE.

8.3.2 – Arbitration:

Any Dispute shall be subject to and shall be settled exclusively by final, binding arbitration in Dallas County, Texas, in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS and this Section 8.3, which shall control, unless the laws of the state or province in which the Leader resides expressly require otherwise, except that arbitration of any Dispute arising under Section 3.7 shall take place in the state in which the Leader resides. The JAMS rules and procedures are available at jamsadr.com and will be emailed to Leaders upon request to legal@vivriusa.com.

Unless otherwise agreed in writing by the parties, any mediator who mediated a Dispute between the parties previously shall be disqualified from serving as an arbitrator in the case. In order to promote to the fullest extent reasonably possible a mutually amicable resolution of Disputes in a timely, efficient, and cost-effective manner, the Parties hereby waive their respective rights to trial by jury or any court.

Notwithstanding the rules of JAMS, the following will apply to all arbitration actions:

- The arbitration agreement and the arbitration will be governed by the Federal Arbitration Act (“FAA”). To the extent that there is a conflict with Texas law, the FAA prevails.
- The arbitration will be conducted in English.
- The Federal Rules of Evidence will apply in all cases.
- The parties will be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The parties will be allotted equal time to present their respective cases, including cross-examinations.

- The decision of the arbitrator will be final and binding on the parties and may, if necessary, be reduced to a judgment in a court of law, except that a party may choose to appeal certain arbitration awards as described below. Any motion or action to confirm, vacate, modify, or otherwise enter judgment on the award shall comply with Section 8.5. Further, any Party seeking to enforce an award of an arbitrator(s) shall submit the award under seal to the extent necessary to maintain protections of Confidential Information, and the parties hereby agree and consent to the filing of such a submission, motion, or order under seal.

In addition to the foregoing and notwithstanding the rules of JAMS, certain procedures will apply depending on the amount in controversy. For Disputes in which the amount in controversy is less than \$1,000,000.00 (one million dollars), the following procedures will apply absent mutual agreement of the parties to the contrary:

- The arbitration will occur within 180 days from the date on which the arbitrator is appointed and will last no more than five business days.
- There will be one arbitrator selected from the panel provided by JAMS, using the JAMS rules for arbitrator selection.
- The arbitrator shall institute discovery consistent with the goals of arbitration. Discovery and disclosure of information will be conducted under the rules provided by JAMS to achieve the usual goals of arbitration, including cost effective and efficient resolution of disputes between parties, but in no event shall the parties be entitled to discovery rights greater than provided by the Federal Rules of Civil Procedure.

For Disputes in which the amount in controversy is equal to or exceeds \$1,000,000.00, the following procedures will apply absent mutual agreement of the parties to the contrary:

- There will be three arbitrators selected from the panel provided by JAMS, using the JAMS rules for arbitrator selection.
- The parties will be entitled to, and limited by, all discovery rights permitted by the Federal Rules of Civil Procedure.
- The parties will be entitled to appeal any arbitration award to an Appeal Panel under JAMS Optional Arbitration Appeal Procedures. The parties agree to request oral argument for any appeal filed under the Optional Arbitration Appeal Procedures.

The arbitrator(s) will have no authority to award punitive damages, except where an applicable law or statute expressly provides for punitive damages, and may not, in any event, make any ruling, finding, or award that does not conform to the provisions of the Agreement.

8.3.3 – Equitable and Similar Relief

Except as provided below, no party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter has been submitted and determined as provided here, and then only for the enforcement of such arbitration award. Notwithstanding this arbitration policy, any party may apply to a court of competent jurisdiction as necessary to enforce an arbitration award, or to seek a temporary restraining order or preliminary injunction to ensure that the relief sought in arbitration is not rendered ineffectual during the pendency of, or after the rendition of, a decision in any arbitration proceeding. In particular, and without limitation, Leader acknowledges that Section 3.7 and the covenants set forth in this Agreement relating to the protection of VIVRI's trade secrets and confidential and proprietary information, are reasonable and necessary to protect the legitimate interests of VIVRI. Leader further acknowledges that his or her breach of such provisions and covenants would cause VIVRI irreparable harm, the amount and extent of which would be very difficult to estimate or ascertain, and for which VIVRI may have no adequate remedy at law. Therefore, the parties shall be entitled to obtain injunctive relief, a temporary restraining order, specific performance, or such other equitable relief as may be required to prevent a breach or threatened breach of such provisions and covenants. Furthermore, notwithstanding anything to the contrary herein, to the extent a party contests the jurisdiction of a state or federal court to preside over claims for a temporary restraining order or preliminary injunctive relief as described above, the court in which such claim is made shall have exclusive jurisdiction to determine whether such claim is to be decided by the court.

The institution of any action shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive or enforcement relief to arbitration.

8.3.4 – Related Parties and Third-Party Beneficiaries

Although the Agreement is made and entered into between a Leader and VIVRI, the Related Parties are intended third-party beneficiaries of the Agreement for purposes of the provisions of the Agreement referring specifically to them, including this Section 8. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between a Leader and VIVRI, and the Parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any Dispute between the other Parties.

8.3.5 – Cost of Dispute Resolution

Each party to the arbitration or lawsuit will be responsible for its own costs and expenses of arbitration or litigation, including legal, administrative, attorney, expert, and filing fees, except where an applicable statute or other law provides for recovery of legal fees and costs. However, if any damages awarded are greater than \$1,000,000 or the arbitrator(s)

or court determine(s) that the Dispute is frivolous, the arbitrator(s) or court may require the losing party to pay the prevailing party's costs and expenses of arbitration, including legal, administrative, attorney, expert, and filing fees and costs, to the fullest extent allowed by applicable law. In addition, VIVRI shall reimburse any arbitration "Administrative Fees" (defined to include any fees charged by JAMS and/or arbitrator(s) in connection with the arbitration but not any other fees or costs associated with the arbitration, including but not limited to attorney's fees, travel costs, etc.) paid by a Leader who prevails in an arbitration claim as part of the arbitration award. The parties recognize and agree that the Agreement is a commercial distributor agreement and not an employment agreement, and, as such, Leader agrees that this Section 8.3.5 regarding costs of dispute resolution is commercially reasonable, specifically agreed to, and not unconscionable on that basis.

8.3.6 – Class Action Waiver

TO THE EXTENT PERMITTED BY LAW, LEADER AND VIVRI (including the Related Parties) WAIVE ANY RIGHT OR AUTHORITY TO HAVE ANY DISPUTE HEARD AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. LEADER AND VIVRI (including the Related Parties) MUST BRING ANY DISPUTE IN AN INDIVIDUAL CAPACITY ONLY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE JAMS RULES, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, OR REPRESENTATIVE ARBITRATION PROCEEDING. UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, AN ARBITRATOR(S) SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S DISPUTES WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING. TO THE EXTENT ANY DISPUTES ARE NOT ARBITRABLE AS A MATTER OF LAW, THE PARTIES AGREE THAT LITIGATION OF THOSE DISPUTES SHALL BE STAYED PENDING THE OUTCOME OF ANY INDIVIDUAL DISPUTES IN ARBITRATION.

In the event the prohibition on class, collective, and/or representative actions is deemed invalid or unenforceable after exhaustion of all appeals of that issue, then, to the extent that class, collective, and/or representative claims are asserted, such class, collective, and/or representative claims shall be litigated in a state or federal court residing in Dallas, Texas, except that jurisdiction and venue of any such class, collective, and/or representative claims arising under Section 3.7 shall reside exclusively in a state or federal court sitting in the state in which the Leader resides.

8.3.7 – Protection of Confidential Information

The parties agree that VIVRI has valuable trade secrets and confidential and proprietary information relating to its business and products. The parties agree to take all necessary steps to protect from public disclosure such trade secrets and confidential and proprietary information.

8.4 – Waiver of Class Actions

TO THE EXTENT PERMITTED BY LAW, VIVRI (including the Related Parties) AND LEADER AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, INCLUDING, WITHOUT LIMITATION, FEDERAL OR STATE CLASS, COLLECTIVE, OR REPRESENTATIVE ACTIONS OR ARBITRATIONS.

8.5 – Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter or Dispute not subject to arbitration shall reside exclusively in the state or federal courts within Dallas County, Texas, except that jurisdiction and venue of any such claims not subject to arbitration arising under Section 3.7 shall reside exclusively in a state or federal court sitting in the state in which the Leader resides. The Agreement is to be construed in accordance with and governed by the laws of Texas, without regard to its choice of law principles, except that, as applicable, the FAA shall govern the arbitration and arbitration agreement without giving effect to any state law to the contrary.

Notwithstanding anything to the contrary herein, residents of the State of Louisiana shall be entitled to pursue resolution of Disputes in their home forum pursuant to Louisiana law, to the extent allowed or required under Louisiana law. For such Disputes brought in Louisiana, to the extent allowed by Louisiana law, all other terms of Section 8.3 shall apply to such Disputes, including without limitation the mutual obligation to arbitrate Disputes on an individual basis.

8.6 – Survival

THIS CONFLICT RESOLUTION AND DISCIPLINARY PROCEDURE SECTION 8 SHALL SURVIVE THE TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT FOR ANY REASON.

SECTION 9 – PAYMENT AND SHIPMENT

9.1 – Restrictions on the Use of Credit and Debit Cards by Third Parties

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

SECTION 10- INACTIVITY AND CANCELATION

10.1 – Cancellation Due to Inactivity

If a Leader does not make a single product sale in his or her first 90 days after enrollment, the Leader's Agreement will be cancelled, and he or she will be automatically reclassified as a Preferred Customer.

If a Leader makes at least one sale during his or her first 90 days after enrollment, but subsequently fails to make any additional sales over a consecutive twelve-month period, as required under the Compensation Plan to remain active as a Distributor, his or her Agreement shall be cancelled due to inactivity and the Leader position will be reclassified as a Preferred Customer.

If at any time a Leader does not adhere to the 70/30 sales to consumption requirement contained in the Compensation Plan, his or her Agreement shall be cancelled due to inactivity and the Leader position will be automatically reclassified as a Preferred Customer.

In either case, a Leader reclassified to a Preferred Customer may return to his Leader position by calling the Call Center and abiding by the product sale and 70/30 rule contained in the Compensation Plan.

10.2 – Involuntary Cancellation

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

When a Leader position is cancelled or suspended temporarily (for example, for not complying with the code of ethics), said position is no longer subject to Dynamic Compression. This is to avoid incentivizing false reports by Leaders who could benefit through the suspension of another Leader. The amount that said position continues to generate may be allocated, at VIVRI's sole discretion, to a legal contingency and ethics compliance fund.

VIVRI reserves the right to cancel all Agreements of its Leaders with thirty (30) days advance notice if VIVRI decides: (1) to suspend commercial operations, (2) to dissolve as a corporate entity, or (3) to terminate the distribution of its products through direct sales.

10.3 – Voluntary Cancellation

Leaders have the right to voluntarily cancel the Agreement at any time, with thirty-(30)-day prior written notice to VIVRI. The notice of cancellation must be presented

to the Company at its main business address. The written notice must include the signature of the Leader, the printed name, address and a copy of his/her official identification.

10.4 – Effects of Cancellation

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

SECTION 11- DEFINITIONS

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

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

To Cancel - The cessation of Leader activity. The cancellation can be voluntary through non-renewal or inactivity.

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

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

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

Leader - The name given to independent distributors in the VIVRI Network Marketing program.

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

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

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

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

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

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

Retail Sales - Sales to a retail customer.

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