

nuvita

POLICIES + PROCEDURES

NUVITA GLOBAL

4500 EMPIRE WAY STE 4 LANSING, MI 48917

nuvita

Policies and Procedures

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SECTION 1 -

MISSION STATEMENT

Nuvita is committed to driving positive change through a transformative opportunity, life-changing products, and a welcoming community dedicated to service.

BUSINESS ETHICS

Nuvita is committed to providing its Affiliates best-in-class products, exceptional support and a rewarding compensation plan. An Affiliate primary focus is attracting, retaining, and growing customers. Affiliates may also build a team and develop leaders as they enroll other Affiliates. As Affiliates engage in business building activities, they must represent the company, the opportunity and the products in an ethical and professional manner.

Each Affiliate agrees to abide by the following business ethics:

1. I will uphold Nuvita's mission and values while engaging in business activities
2. I will be truthful in my representation of the products and will not make product claims that are not supported by official company publications
3. I will be truthful in my representation of the compensation plan and will not make false or misleading claims about the income potential
4. I will conduct myself and my business in an ethical, moral and legal manner and will not engage in any deceptive or illegal practices
5. I will fulfill my leadership responsibilities by training, assisting and supporting Affiliates in my organization
6. I will respect the enrollment sponsor relationship of other Customer or Affiliate and will neither attempt to interfere with or change these relationships nor make disparaging or untrue claims about other Affiliates
7. I will not communicate disparaging comments about competitors' products and will not communicate slanderous, libelous or derogatory statements about competitors or other Affiliates
8. I will not engage in activities that would bring disrepute to the Company, other Affiliates, or me
9. I will only use the information and data from company reports, and any information collected from Affiliates and Customers directly, exclusively to help develop Nuvita's business and maintain that data in strict confidence.
10. I will abide by each and every term and condition of the agreement

SECTION 2 - INTRODUCTION

2.1 - Purpose of the Affiliate Agreement and the Policies and Procedures

The purposes of the Affiliate Agreement and the Policies and Procedures include the following:

- ❖ To assist Affiliates in building and protecting business;
- ❖ To protect Nuvita and its Affiliates from legal and regulatory risks;
- ❖ To establish standards of acceptable behavior;
- ❖ To set forth the rights, privileges, and obligations of Nuvita and its Affiliates; and
- ❖ To define the relationship between Nuvita and its Affiliates.

2.2 - Policies and Procedures Incorporated into Affiliate Agreement

These Policies and Procedures, in their present form and as amended by Nuvita, LLC (hereafter “Nuvita” or the “Company”), are incorporated into, and form an integral part of, the Nuvita Independent Affiliate Application and Agreement (“Affiliate Agreement”). It is the responsibility of each Affiliate to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Nuvita Affiliate Application and Agreement (including the Terms and Conditions), these Policies and Procedures, and the Nuvita Business Entity Addendum (if applicable). These documents are incorporated by reference into the Nuvita Affiliate Agreement (all in their current form and as amended by Nuvita).

2.3 - Changes to the Agreement

Nuvita reserves the right to amend the Agreement, the Compensation Plan, and its prices in its sole and absolute discretion. By executing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that Nuvita elects to make. Amendments shall be effective thirty (30) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) posting in Affiliates’ back-offices; (4) inclusion in Company

periodicals; or (5) special mailings. The continuation of an Affiliate's Nuvita business or the acceptance of any benefits or compensation under the Agreement, constitutes acceptance of all amendments.

2.4 - Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

2.5 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Nuvita to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Nuvita's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an Affiliate against Nuvita shall not constitute a defense to Nuvita's enforcement of any term or provision of the Agreement.

2.6 - Company Use of Information

By submitting an Affiliate Application and Agreement that is accepted by Nuvita, the Affiliate consents to allow Nuvita, its affiliates, and any related company to: (a) process and utilize the information submitted in the Affiliate Application and Agreement (as amended from time to time) for business purposes related to the Nuvita business; and (2) disclose, now or in the future, such Affiliate information to companies which Nuvita may, from time to time, deal with to deliver information to an Affiliate to improve its marketing, operational, and promotional efforts. An Affiliate has the right to access his or her personal information via his or her respective back office, and to submit updates thereto.

SECTION 3 - BECOMING AN AFFILIATE

3.1 - Requirements to Become an Affiliate

To become a Nuvita Affiliate, each applicant must:

- ❖ Be at least 18 years of age;
- ❖ Reside in the United States or U.S. Territories or country that Nuvita has officially announced is open for business;
- ❖ Provide Nuvita with his/her valid Social Security or Federal Tax ID number; and
- ❖ Submit a properly completed Affiliate Application and Agreement to Nuvita online.

Nuvita reserves the right to accept or reject any Affiliate Application and Agreement for any reason or for no reason.

3.2 - Affiliate Benefits

Once an Affiliate Application and Agreement has been accepted by Nuvita, the benefits of the Compensation Plan and the Affiliate Agreement are available to the new Affiliate. These benefits include the right to:

- ❖ Sell Nuvita products;
- ❖ Participate in the Nuvita Compensation Plan (receive bonuses and/or commissions, if eligible);
- ❖ Sponsor other individuals as Customers or Affiliates into the Nuvita business and thereby, build a marketing organization and progress through the Nuvita Compensation Plan;
- ❖ Receive periodic Nuvita literature and other Nuvita communications;
- ❖ Participate in Nuvita-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- ❖ Participate in promotional and incentive contests and programs sponsored by Nuvita for its Affiliates.

3.3 - Term and Renewal of Your Nuvita Business

The Agreement shall remain in full force and effect unless and until it is terminated by one of the parties.

SECTION 4 - OPERATING A NUVITA BUSINESS

4.1 - Adherence to the Nuvita Compensation Plan

Affiliates must adhere to the terms of the Nuvita Compensation Plan as set forth in official Nuvita literature. Affiliates shall not offer the Nuvita opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official Nuvita literature. Affiliates shall not require or encourage other current or prospective Customers or Affiliates to execute any agreement or contract other than official Nuvita agreements and contracts in order to become a Nuvita Affiliate. Similarly, Affiliates shall not require or encourage other current or prospective Customers or Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the Nuvita Compensation Plan other than those purchases or payments identified as recommended or required in official Nuvita documents or literature.

4.2 - Advertising

4.2.1 - General

All Affiliates shall safeguard and promote the good reputation of Nuvita and its products. The marketing and promotion of Nuvita, the Nuvita opportunity, the Compensation Plan, and Nuvita products must avoid all discourteous, deceptive, misleading, unethical or immoral, or illegal conduct or practices.

Accordingly, Affiliates must not produce or use the literature, advertisements, sales aids, business tools, promotional materials, or Internet web pages or content of or for themselves or other third parties. Exceptions can be made but need prior approval by Nuvita.

Nuvita further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Affiliates waive all claims for damages or remuneration arising from or relating to such rescission.

4.2.2 - Trademarks and Copyrights

The name of Nuvita and other names as may be adopted by Nuvita are proprietary trade names, trademarks and service marks of Nuvita (collectively “marks”). As such, these marks are of great value to Nuvita and are supplied to Affiliates for their use only in an expressly authorized manner. Nuvita will only allow the limited non-exclusive use of its marks, designs, or symbols, or any derivatives thereof, solely by an Affiliate in the furtherance or operation of his or her Nuvita business, consistent with these Policies and Procedures. Nuvita will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including Nuvita Affiliates, in any manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Affiliates may not produce for sale or distribution any recorded Company events and speeches without written permission from Nuvita, nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an independent Affiliate, you may use the Nuvita name in the following manner:

Affiliate’s Name

Independent Nuvita Affiliate

Example:

Alice Smith

Independent Nuvita Affiliate

or

Alice Smith

Nuvita

Independent Affiliate

Affiliates may not use the name Nuvita in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase Independent Nuvita Affiliate in your phone greeting or on your answering machine to clearly separate your independent Nuvita business from Nuvita, LLC. For example, you may not secure the domain name www.buynuvitacbd.com, nor may you create an email address such as Nuventasales@hotmail.com.

4.2.2.1 - Independent Nuvita Affiliate Logo

If you use a Nuvita logo in any communication, you must use the Independent Affiliate version of the Nuvita logo. Using any other Nuvita logo requires written approval.

4.2.3 - Media and Media Inquiries

Affiliates must not attempt to respond to media inquiries regarding Nuvita, its products or their independent Nuvita business. All inquiries by any type of media must be immediately referred to Nuvita's Owners. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

4.2.4 - Unsolicited Email

Nuvita does not permit Affiliates to send unsolicited commercial emails unless such emails strictly comply with applicable state and federal laws and regulations including, without limitation, the federal CAN SPAM Act. The CAN-SPAM Act regulates the transmission of all commercial e-mail messages, not just unsolicited messages. A commercial e-mail message is defined as any e-mail that has a "primary purpose of . . . commercial advertisement or promotion of a commercial product or service." This includes commercial e-mails sent to business e-mail accounts, as well as those sent to individual consumers.

4.2.4.1 - Requirements for All Commercial Email Messages

Mailing Lists

- ❖ Mailing lists may include only persons who have affirmatively agreed (opted in) to receive commercial e-mail from you.
- ❖ Mailing lists must not include any recipient who has previously asked not to receive commercial e-mail from the business (opted out).
- ❖ Mailing lists must be “scrubbed” against available “do not e-mail” list at the last possible, commercially reasonable moment before the e-mail is sent.

E-mail Messages

- ❖ Message must include complete and accurate transmission and header information.
- ❖ The “From” line must identify your business as the sender. This does not have to include your business’s formal name, if any. For example, it may contain your business’s name, trade name, or product or service name. The key requirement is that the “From” line provide the recipient with enough information to understand who is sending the message.
- ❖ The “Subject” line must accurately describe the message’s content.
- ❖ The message must clearly include the business’s valid, current physical postal address. This address can be a:
 - o street address;
 - o post office box that the business has accurately registered with the US Postal Service; or
 - o private mailbox that the business has accurately registered with a commercial mail receiving agency established pursuant to US Postal Service regulations.
- ❖ The message must disclose that it is an advertisement or solicitation unless the e-mail message is sent only to recipients who have affirmatively agreed (opted in) to receive these messages from the business.
- ❖ There must be a functioning return email address to the sender.
- ❖ The use of deceptive subject lines and/or false header information is prohibited.

Opt-out Mechanism

- ❖ The message must clearly explain that the recipient may opt out of receiving future commercial messages from the business.
- ❖ The message must include either an e-mail address or other online mechanism that the recipient may use for this opt out. The mechanism must not require the recipient to:
 - o do anything more than reply to the e-mail or visit a single web page to opt out;
 - o make any payment or submit any personal information, including account information (other than e-mail address), to opt out; and
 - o the opt-out mechanism must work for at least 30 days after the e-mail is sent.
- ❖ You must ensure that the explanation of how a recipient can opt out is easy to read and understand.
- ❖ You may include a menu of opt-out options that permit the recipient to select the types of commercial messages the recipient would like to continue receiving. However, one option must permit opting out of all commercial messages from you.
- ❖ You must honor all opt-out requests within ten business days.
- ❖ Opt-out requests do not expire. An opt-out is overridden only by the recipient's subsequent express (opt in) request to receive commercial e-mail.
- ❖ All opt-out requests, whether received by email or regular mail, must be honored. If you receive an opt-out request from a recipient of an email, you must forward the opt-out request to the Company.
- ❖ You may not sell, share or use a business's opt-out list for any reason other than to comply with the law.

Monitoring Opt-out Capabilities – If you use a third-party service provider you must implement procedures to ensure that your opt-out capabilities actually work. An example of a basic procedure to test the opt-out procedure is as follows:

- ❖ Establish e-mail accounts with several major private e-mail account providers (for example, Gmail, Yahoo, Hotmail, AOL, and so on) and add these e-mail addresses to the business's mailing list. For each e-mail address created for monitoring purposes, use the business's opt-out mechanism to remove the e-mail address from the mailing list.
- ❖ Repeat this procedure on a regular basis (for example, at least every two weeks).
- ❖ Examine the e-mail received by the monitoring e-mail account to confirm that the: the opt-out mechanism works; the opt-out request is honored within 10 business days; and the monitoring e-mail account no longer receives commercial messages from the business.
- ❖ If the monitoring and testing process reveals problems, the business should immediately fix the issues.

Third-party Marketing Affiliates or Service Providers - When using third-party service providers, including affiliate marketers you should ensure that the written contract with the service provider clearly sets out each party's responsibilities for compliance with the CAN-SPAM Act and includes appropriate and adequate remedies for noncompliance.

4.2.4.2 - Additional Requirements for Email Messages Sent to Wireless Devices

When sending commercial messages to wireless devices:

- ❖ Ensure that you have the recipient's prior, affirmative consent (opt in) to send the commercial message. The consent can be oral, written or electronic.
- ❖ Ask for consent in a way that involves no cost to the recipient, for example:
 - o do not send the request to the wireless device; and
 - o allow the recipient to respond in a way that involves no cost (such as an online, e-mail or postal mail sign-up).
- ❖ When seeking consent, make it clear that the recipient:
 - o is agreeing to receive commercial e-mail on his wireless device;
 - o may be charged to receive the e-mail; and

- o can revoke his consent at any time.

4.2.4.3 - Commercial Email Messages Sent on Behalf of Affiliates

The Nuvita may periodically send commercial emails on behalf of Affiliates. By entering into the Affiliate Agreement, Affiliate agrees that the Company may send such emails and that the Affiliate's physical and email addresses will be included in such emails as outlined above. Affiliates shall honor opt-out requests generated as a result of such emails sent by the Company.

4.2.5 - Unsolicited Faxes

Except as provided in this section, Affiliates may not use or transmit unsolicited faxes in connection with their Nuvita business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting Nuvita, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Affiliate has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between an Affiliate and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Affiliate; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

4.2.6 - Telephone Communications

No Affiliate may place telephone or online directory display ads using Nuvita's name or logo. Affiliates may not answer the telephone by saying "Nuvita", "Nuvita Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Nuvita. If an Affiliate wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

Affiliate's Name

4.2.7 - Television and Radio Advertising

Affiliates may not advertise on television and radio except with Nuvita's express written approval.

4.3 - Online Conduct

4.3.1 - Affiliate Web Sites

If an Affiliate desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company's official web site, using official Nuvita Replicated Website templates. Through their replicated websites, Affiliates can take orders, enroll new Customers and Affiliates, place Customers on the Subscription Program, as well as manage their Nuvita business. so long as the website and its content comply with the terms of Nuvita's Policies and Procedures and applicable laws. It is the Affiliate's obligation to ensure his or her online marketing activities are truthful, are not deceptive and do not mislead prospective or current Customers or Affiliates in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action. Deceptive and misleading tactics include, but are not limited to, spam linking (or blog spam), deceptive or misleading search engine optimization ("SEO") tactics (e.g., deceptive or misleading metatags), deceptive or misleading click-through ads (i.e. having the display URL of a Pay-Per-Click ("PPC") campaign appear to be directed to an official Nuvita Corporate Site when it in fact goes elsewhere), unapproved banner ads, and unauthorized press releases. Nuvita will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

4.3.2 - Nuvita Replicated Websites

Affiliates receive a Nuvita Replicated Website subscription to facilitate online buying experience for their Customers and enrollments for prospective Customers and Affiliates. There is a \$50 annual charge for Replicated Websites. Affiliates are solely responsible and liable for the content they add to their Replicated Website and must regularly review the content to ensure it is accurate and relevant. Our back office doesn't allow for customization. Not applicable to us.

Because Replicated Websites reside on the nuvitacbd.com domain, Nuvita reserves the right to receive analytics and information regarding the usage of your website.

By default, your Nuvita Replicated Website URL is www.nuvitacbd.com/<distributorID#>. You must change this default ID and choose a uniquely identifiable website name that cannot:

- ❖ Be confused with other portions of the Nuvita corporate website;
- ❖ Confuse a reasonable person into thinking they have landed on a Nuvita corporate page;
- ❖ Be confused with any Nuvita name;
- ❖ Contain any discourteous, misleading, or off-color words or phrases that may damage Nuvita's image.

4.3.3 - Registered External Website Content

The term External Website refers to an Affiliate's own personal website, or other web presence that is used for an Affiliate's business, but which is not hosted on Nuvita's servers and has no official affiliation with Nuvita. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes Nuvita products and/or the Nuvita opportunity is considered an External Website. An Affiliate is allowed to have an External Website to personalize his or her business and promote the opportunity. If an Affiliate wishes to develop an External Website, he/she must:

- a. Adhere to the branding and image usage policies described in these Policies and Procedures;
- b. Agree to modify the External Website to comply with current and future Policies and Procedures;
- c. Agree to terminate the External Website upon Cancellation of the Affiliate's Affiliate Agreement.

Affiliates are solely responsible and liable for their own External Website content, messaging, claims, and information and must ensure that it appropriately represents and enhances the Nuvita brand

and adheres to Nuvita's Policies and Procedures. Therefore, even if an Affiliate does not own or operate a blog or Social Media site, if an Affiliate posts to any such site that relates to Nuvita or which can be traced to Nuvita, the Affiliate is responsible for the posting. The Affiliate is also responsible for postings by others that appear on any blog or Social Media site that the Affiliate owns, operates or controls. Whether content is or may be damaging to Nuvita's reputation shall be in the sole discretion of Nuvita.

4.3.4 - Nuvita Independent Affiliate Disclosure

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your Registered External Website:

- ❖ The Nuvita Independent Affiliate Logo
- ❖ Your Name and Title
- ❖ Nuvita Corporate Website Redirect Button

Although Nuvita brand themes and images are desirable for consistency, anyone landing on any page of an Affiliate's External Website must clearly understand that they are at an Independent Affiliate site, and not a Nuvita Corporate page.

4.3.5 - Team Websites

Affiliates who have achieved the rank of Senior Partner 3 or higher may create their own Team Website. You may use team websites for the purposes of connecting, communicating, training, education and sharing best practices among team members. Because these sites may contain sensitive and Company-specific information, these team websites must be password protected and may only be shared with members of your downline.

An eligible Affiliate who wants to develop his or her own Team Website must submit a properly completed Team Website Registration Application and Agreement along with the proper website

registration fee and receive the Company's prior written approval before the website goes live and is visible to any third party. Once a Team Website is approved by Nuvita in writing, it is a "Registered Team Website." Any changes to the Registered Team Website must be submitted to Nuvita, and the Affiliate must receive Nuvita's written authorization to make the change before going live with the change. Affiliates who own or operate a Registered Team Website must provide Nuvita with a user ID and password to be able to access the website from time to time. Registered Team Websites must comply with the terms of Nuvita's Policies and Procedures and applicable laws.

4.3.6 - Domain Names, email Addresses and Online Aliases

You are not allowed to use or register Nuvita or any of Nuvita's trademarks, product names, or any derivatives, for any Internet domain name, email address, social media website, blog website, online handles or online aliases. Additionally, you cannot use or register domain names, email addresses, social media websites, blog websites, online handles and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Nuvita. Examples of the improper use of Nuvita include, but are not limited to any form of Nuvita showing up as the sender of an email or examples such as:

www.MyNuvitaBiz.com

www.NuvitaDreamTeam.com

www.ISellnuvitacbd.com

www.NuvitabyJaneDoe.com

www.NuvitaMoney.net

www.JanesNuvitaOpportunity.net

4.3.7 - Nuvita Hotlinks

When directing readers to your Registered External Website or replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader, that the link will be resolving to the site of an independent Nuvita Affiliate. Attempts to mislead web traffic into believing they are going to a Nuvita corporate site, when in fact they land at an Affiliate site (replicated or registered external) will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at Nuvita's sole discretion.

4.3.8 - Monetizing Websites

Affiliates may not monetize their Replicated Website or their Registered External Website through affiliate programs, pay-per-click or cost-per-impression advertising, selling ad space, accepting donations, accepting sponsored posts or articles, adSense, or similar programs. Exceptions can be made but need prior approval by Nuvita.

4.3.9 - Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or retail specific Nuvita products or product bundles.

4.3.10 - eBay / Online Auctions

Nuvita's products may not be listed on eBay or other online auctions, nor may Affiliates enlist or knowingly allow a third party to sell Nuvita products on eBay, other online auction site, or ecommerce sites, such as Amazon.com, MercadoLibre.com, Alibaba.com, TowBow.com, etc.. An Affiliate who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells Nuvita products on eBay or any other online auctions must immediately discontinue all sales to the third party.

4.3.11 - Online Retailing

Affiliates may not list or sell Nuvita products on any online retail store or ecommerce site (such as Amazon), nor may you enlist or knowingly allow a third party to sell Nuvita products on any online retail store or ecommerce site. An Affiliate who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells Nuvita products on any online retail store or ecommerce site must immediately discontinue all sales to the third party.

4.3.12 - Banner Advertising

You may place banner advertisements on a website provided you use Nuvita-approved templates and images. All banner advertisements must link to your Replicated Website Affiliates may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with Nuvita products or the Nuvita opportunity. Banner advertisements may not be placed on any website that contains any violent, hateful, pornographic, or illegal content or any other content which may damage Nuvita's reputation. Whether content is or may be damaging to Nuvita's reputation shall be in the sole discretion of Nuvita.

4.3.13. - Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative and relevant.

4.3.14 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)

Affiliates may upload, submit or publish Nuvita-related video, audio or photo content that they develop and create so long as it aligns with Nuvita's values, contributes to the Nuvita community greater good, and is in compliance with Nuvita's Policies and Procedures. All submissions must clearly identify you as an Independent Nuvita Affiliate in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. Affiliates may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Nuvita or captured at official Nuvita events or in buildings owned, leased, or operated by Nuvita without prior written permission from Nuvita.

4.3.15 - Sponsored Links / Pay-Per-Click (PPC) Ads

Except as prohibited elsewhere within the Policies and Procedures, sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to the sponsoring Affiliate's Replicated Website. The display URL must also be to the sponsoring Affiliate's Replicated Website, and

must not portray any URL that could lead the user to believe they are being directed to a Nuvita Corporate site, or be inappropriate or misleading in any way.

4.3.16 - Domain Names and Email Addresses

Except as set forth in the Affiliate Website Application and Agreement, Affiliates may not use or attempt to register any of Nuvita's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

4.3.17 - Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should you utilize any form of social media, including but not limited to Facebook, Instagram, Snapchat, Twitter, LinkedIn, YouTube, or Pinterest, you agree to each of the following:

- ❖ No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to your Nuvita Replicated Website.
- ❖ It is your responsibility to follow the social media site's Terms of Use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's Terms of Use.
- ❖ During the term of this Agreement and for a period of 3 calendar months thereafter, an Affiliate may not use any social media site on which they discuss or promote, or have discussed or promoted, the Nuvita business or Nuvita's products to directly or indirectly solicit Nuvita Affiliates for another direct selling, multilevel marketing or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Affiliate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Affiliates relating to the Affiliate's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.9

(Conflicts of Interest) below.

- ❖ Affiliates who engage in another Direct Selling Business (as defined in Section 4.9.2) must not, directly, indirectly or through a third party use any social media account (e.g., Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, etc.) that the Affiliate currently uses or has used in the past to promote or discuss Nuvita, its products, programs, services or the business opportunity (“Nuvita Social Media”), to promote another business that is competitive with Nuvita and is engaged in the CBD industry.

An Affiliate may post or “pin” photographs of Nuvita products on a social media site, but only photos that are provided by Nuvita and downloaded from the Affiliate’s Back-Office may be used. Exceptions can be made but need prior approval by Nuvita.

In addition to the requirements specified in elsewhere in these Policies and Procedures, if an Affiliate utilizes any form of Social Media, he or she agrees to each of the following:

- a. To generate sales and/or enroll an Affiliate, a Social Media site must link only to the Affiliate’s replicated website. Exceptions can be made but need prior approval by Nuvita.
- b. Other than Pinterest and similar Social Media sites, any Social Media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote Nuvita products or the Nuvita opportunity may not link to any website, Social Media site, or other website that engages in the promotion of products that Nuvita sells and/or that are competitive with the business of Nuvita

4.3.18 - Prohibited Postings

An Affiliate may not make any postings, or link to any postings or other material that are:

- a. Sexually explicit, obscene, or pornographic;
- b. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on any legally protected trait, including but not limited to race,

ethnicity, age, creed, religion, gender, sexual orientation, gender identity, physical disability, or otherwise);

- c. Graphically violent, including any violent video game images;
- d. Solicitous of any unlawful behavior;
- e. Engaged in personal attacks on any individual, group, or entity; or
- f. In violation of any intellectual property rights of the Company or any third party.

4.3.19 - Responding to Negative Posts

An Affiliate is prohibited from conversing with others who place a negative post against them, other Affiliates or the Company. The Affiliate must report negative posts to Nuvita's Compliance Department at affiliates@nuvitacbd.com.

4.4 Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a Nuvita Affiliate by submitting an Affiliate Application and Agreement along with a properly completed Business Entity Registration Form and a properly completed IRS Form W-9. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership (legal or equitable) interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to Nuvita, compliance with the Nuvita Policies and Procedures, the Nuvita Affiliate Agreement, and other obligations to Nuvita.

4.4.1 - Addition or Removal of an Affiliated Party

When adding an Affiliated Party to an existing Nuvita distributorship, the Company requires a signed written request as well as a properly completed Affiliate Agreement containing the original Applicant's/Applicants' and new Affiliated Party's/Parties/ information, tax identification numbers and signatures. Nuvita may, at its discretion, require notarized documents before adding an Affiliated party to a Nuvita business.

If any Affiliated Party wants to terminate his or her relationship with the Business Entity or Nuvita, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify Nuvita in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with applicable sale, transfer or assignment requirements. When removing a co-applicant from an existing Nuvita account, the Company requires a written and notarized request from the departing Affiliated Party/Parties, as well as a properly completed Affiliate Agreement containing only the remaining Affiliate Party's/Parties' federal tax identification number and signature(s). In addition, the Affiliated Party terminating his/her/its interest in the Business Entity may not participate in any other Nuvita business for one year.

There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Affiliate Application and Agreement. The original documents (not copies) relating to addition or removal of an Affiliate Party must be submitted to Nuvita's Customer Service Department by mail or overnight courier to 4500 Empire Way, Suite 4, Lansing, Michigan 48917. Please allow thirty (30) days after the receipt of the request by Nuvita for processing.

The modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5 (Change of Sponsor), below.

4.4.2 - Changes to a Business Entity

Each Affiliate must immediately notify Nuvita of all changes to type of business entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

4.5 - Change of Sponsor

Nuvita strongly discourages changes in sponsorship. In order to protect all Sponsors, no Affiliate may interfere with the relationship between another Affiliate and his or her Sponsor in any way. An Affiliate may not offer, entice, encourage, solicit, recruit, or otherwise influence or attempt to persuade another Affiliate to change his or her Sponsor or line of sponsorship, either directly or indirectly.

Accordingly, the transfer of a Nuvita business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the affiliates@nuvitacbd.com, and must include the reason for the transfer.

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by an Affiliate, Nuvita reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, affiliates waive any and all claims against nuvita, its officers, directors, owners, employees, and agents that relate to or arise from Nuvita's decision regarding the disposition of any downline organization that develops below an organization that has improperly changed lines of sponsorship.

4.6 - Unauthorized Claims and Actions

4.6.1 - Indemnification

An Affiliate is fully responsible for all of his or her verbal and written statements made regarding Nuvita products and the Compensation Plan that are not expressly contained in official Nuvita materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Affiliates agree to indemnify Nuvita and Nuvita's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Nuvita as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Affiliate Agreement.

4.6.2 - Product Claims

No claims as to therapeutic, curative or beneficial properties of any products offered by Nuvita may be made except those contained in official Nuvita literature. In particular, no Affiliate may make any claim that Nuvita products are useful in the cure, treatment, diagnosis, mitigation or prevention of any

diseases or symptoms of diseases. Such statements can be perceived as drug claims, and they may lack adequate substantiation. Not only are such claims in violation of the Affiliate Agreement, they also violate the laws and regulations of the United States and other jurisdictions.

4.6.3 - Compensation Plan Claims

When presenting or discussing the Nuvita Compensation Plan, you must make it clear to prospects that financial success with Nuvita requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- ❖ It's a turnkey system;
- ❖ The system will do the work for you;
- ❖ Just get in and your downline will build through spillover;
- ❖ Just join and I'll build your downline for you;
- ❖ The company does all the work for you;
- ❖ You don't have to sell anything; or
- ❖ All you have to do is buy your products every month.

The above are merely examples of improper representations about the Compensation Plan. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be successful as a Nuvita Affiliate without commitment, effort, and sales skill.

4.6.4 - Income Disclosure Statement

Nuvita's corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we have developed the Nuvita Income Disclosure Statement ("IDS"). The Nuvita IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Nuvita Affiliates earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Affiliates. The failure to comply with this policy

constitutes a significant and material breach of the Nuvita Affiliate Agreement and will be grounds for sanctions and/or Agreement Termination.

An Affiliate, when presenting or discussing the Nuvita opportunity or Compensation Plan to a prospective Affiliate, may not make income projections, income claims, or disclose his or her Nuvita income (including the showing of checks, copies of checks, bank statements, or tax records) unless, at the time the presentation is made, the Affiliate provides a current copy of the Nuvita Income Disclosure Statement (IDS) to the person(s) to whom he or she is making the presentation.

A copy of the IDS must be presented to a prospective Affiliate (someone who is not a party to a current Nuvita Affiliate Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) include: (1) statements of actual earnings; (2) statements of projected earnings; (3) statements of earnings ranges; (4) income testimonials; (5) lifestyle claims; and (6) hypothetical claims.

A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one's dreams, having everything one always wanted, and are phrased in terms of “opportunity” or “possibility” or “chance.” Claims such as “My Nuvita income exceeded my salary after six months in the business,” or “Our Nuvita business has allowed my wife to come home and be a full-time mom” also fall within the purview of “lifestyle” claims.

A hypothetical income claim exists when you attempt to explain the operation of the compensation plan through the use of a hypothetical example. Certain assumptions are made regarding some or all of the following: (1) number of personally-enrolled Customers and Affiliates; (2) number of downline Customers and Affiliates; (3) average sales/purchase volume/sales volume per Customer and

Affiliate; and (4) total organizational volume. Applying these assumptions through the compensation plan yields income figures which constitute hypothetical income claims.

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Affiliate or Affiliates in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claims is made, you must provide every prospective Affiliate with a copy of the IDS and you must display at least one (3 foot x 5 foot poster board) in the front of the room in reasonably close proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Compensation Plan or the making of an income claim.

Copies of the IDS may be requested without cause from affiliates@nuvitacbd.com

Affiliates who develop sales aids and tools in which the Compensation Plan or income claims are present must incorporate the IDS into each such sales aid or tool prior to submission to the Company for review.

4.7 - Commercial Outlets

Affiliates may not sell Nuvita products from a commercial outlet, nor may Affiliates display or sell Nuvita products or literature in any retail or service establishment. Exceptions can be made but need prior approval by Nuvita.

Online auction and/or sales facilitation websites, including but not limited to eBay and Craig's List constitute Commercial Outlets, and may not be used to sell Nuvita products.

4.8 - Military Installations

The offer, promotion, or sale of the goods and services, or the offer and promotion of the Nuvita opportunity on a military installation is not a right – it is a privilege. Even if an Affiliate lives on a military installation, he or she does not have the right to offer our products or opportunity to anyone on that installation without the permission of the installation Commander. For the purposes of the U.S. Navy personnel and Navy Regulations, the definition of an “installation” also includes U.S. Navy vessels.

Any Affiliate who wants to offer, promote, or sell Nuvita products, or offer and promote the Nuvita opportunity (these activities will be collectively referred to as “commercial solicitation activities”) on a military installation must make an inquiry to the office of the installation Commander to determine whether the Commander has granted permission for Nuvita Affiliates to engage in such activities on the installation. If the Commander has not done so, the Affiliate must contact Nuvita’s offices to ask the Company to obtain the Commander’s permission. Affiliates are prohibited from seeking such permission from any installation Commander. If obtained, the permission to engage in commercial solicitation activities on a military installation is granted only for one particular installation.

Any Affiliate who intends to engage in commercial solicitation activities on a military installation must be aware of and become completely familiar with the applicable military Regulation or Instruction. There are many activities that are permissible in a civilian environment that are not permissible on a military installation. Some of these activities include, but are not limited to:

- ❖ Solicitation during enlistment or induction processing or during basic combat training, and within the first half of the one station unit training cycle.
- ❖ Solicitation of “mass,” “group,” or “captive” audiences.
- ❖ Making appointments with or soliciting military personnel during their normally-scheduled duty hours.
- ❖ Soliciting without an appointment in areas used for housing or processing transient personnel, or soliciting in barracks areas used as quarters.
- ❖ Use of official military identification cards or vehicle decals by active duty, retired, or reserve members of the military services to gain access to Army installations for the

purpose of soliciting. (When entering the installation for the purpose of solicitation, Affiliates with military identification cards and/or installation vehicle decals must present documentation issued by the installation authorizing solicitations.)

- ❖ Offering rebates to promote transaction or to eliminate competition.
- ❖ Any oral or written representations which suggest or appear that the military branch sponsors or endorses the Company or its Affiliates, or the goods, services, and commodities offered for sale.
- ❖ The designation of any agent or the use by any agent of titles (for example, “Battalion Insurance Counselor,” “Unit Insurance Advisor,” “Servicemen’s Group Life Insurance Conversion Consultant”) that in any manner states or implies any type of endorsement from the U.S. Government, the Armed Forces, or any State or Federal agency or Government entity.
- ❖ Entry into any unauthorized or restricted area.
- ❖ Distribution of literature other than to the person being interviewed.
- ❖ Contacting military personnel by calling a Government telephone, faxing to a Government fax machine, or sending e-mail to a Government computer, unless a pre-existing relation (that is, the military member is a current client or requested to be contacted) exists between the parties and the military member has not asked for the contact to be terminated.
- ❖ Soliciting door to door or without an appointment.

The foregoing items are not an all-inclusive list. There are many more prohibited activities that are addressed in the applicable military Regulation or Instruction. The violation of military Regulations or Instructions by one Affiliate could jeopardize the ability of all Nuvita Affiliates to engage in commercial solicitation activities on a particular military installation or even the entire branch of the military involved (e.g., Army, Air Force, Navy, Marines, or Coast Guard).

4.9 - Conflicts of Interest

4.9.1 - Crossline Recruiting

Affiliates are prohibited from crossline recruiting. The use of a spouse or relative's name, trade names, DBAs, assumed names, entities, federal identification numbers, or fictitious identification numbers, or any other device or contrivance to circumvent this policy is prohibited. An Affiliate shall not demean, discredit, or defame other Nuvita Affiliates in an attempt to entice another customer, Affiliate or prospective Affiliate to become part of his or her organization.

For the purposes of this Section 4.9.1, the term "crossline recruiting" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, of another Nuvita Affiliate or Customer to enroll, join, or otherwise participate in another Nuvita marketing organization, downline, or line of sponsorship other than the one in which he, she, or it originally enrolled.

4.9.2 - Non-solicitation

Nuvita Affiliates are free to participate in other direct selling entities, businesses, organizations, opportunities, or ventures (collectively referred to as a "Direct Selling Business"). However, during the term of this Agreement, any renewal or extension hereof, and for a period of one (1) year following the termination of an Affiliate's Independent Affiliate Agreement, with the exception of an Affiliate who is personally sponsored by the Affiliate (or former Affiliate, as may be applicable), an Affiliate (or former Affiliate) may not recruit any Nuvita Affiliate or Employee to terminate their Agreement with Nuvita and engage with another Direct Selling Business. Affiliates and the Company recognize that because direct selling is conducted through networks of independent contractors dispersed across the entire United States 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, Affiliates and Nuvita agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which Affiliates are located. This provision shall survive the termination or expiration of the Affiliate Agreement.

For the purposes of this Section 4.9.2, the term "recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way (either directly,

indirectly, or through a third party) another Nuvita Affiliate or Customer to: (1) enroll, join, or otherwise participate in another Direct Selling Business to the detriment of Nuvita; or (2) terminate or alter his or her business or contractual relationship with the Nuvita. The term “recruit” also includes the above activities in the event that the Affiliate’s actions are in response to an inquiry made by another Affiliate or Customer.

4.9.3 - Affiliate Participation in Other Direct Selling Programs

If an Affiliate is engaged in another non-Nuvita Direct Selling Business, it is the responsibility of the Affiliate to ensure that his or her Nuvita business is operated entirely separate and apart from any other Direct Selling Business. To this end, the following must be adhered to:

- ❖ Affiliates may not engage or participate in any activity that may reasonably be foreseen to draw an inquiry from Nuvita’s Affiliates or customers relating to the Affiliate’s other Direct Selling Business activities, products or services.
- ❖ Affiliates may not engage or participate in any activity that may reasonably be foreseen to damage and/or interfere with Nuvita’s relationships with its Affiliates or customers.

All of these provisions as outlined in this Section 4.9.3 shall survive the termination or expiration of the Affiliate Agreement for a period of one (1) year.

4.9.4 - Confidential Information

“Confidential Information” includes, but is not limited to, Downline Genealogy Reports, the identities of Nuvita customers and Affiliates, contact information of Nuvita customers and Affiliates, Affiliates’ personal and group sales volumes, Affiliate rank and/or achievement levels, and other financial and business information. All Confidential Information (whether oral or in written or electronic form) is proprietary information of Nuvita and constitutes a business trade secret belonging to Nuvita. Confidential Information is, or may be available, to Affiliates in their respective back-offices. Affiliate

access to such Confidential Information is password protected and is confidential and constitutes proprietary information and business trade secrets belonging to Nuvita. Such Confidential Information is provided to Affiliates in strictest confidence and is made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective downline organizations in the development of their Nuvita business. Affiliates may not use the reports for any purpose other than for developing, managing, or operating their Nuvita business. Where an Affiliate participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Affiliates should use the Confidential Information to assist, motivate, and train their downline Affiliates. The Affiliate and Nuvita agree that, but for this agreement of confidentiality and nondisclosure, Nuvita would not provide Confidential Information to the Affiliate.

To protect the Confidential Information, Affiliates shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- ❖ Directly or indirectly disclose any Confidential Information to any third party;
- ❖ Directly or indirectly disclose the password or other access code to his or her back-office;
- ❖ Use any Confidential Information to compete with Nuvita or for any purpose other than promoting his or her Nuvita business;

- ❖ Recruit or solicit any Affiliate or Customer of Nuvita listed on any report or in the Affiliate's back-office, or in any manner attempt to influence or induce any Affiliate or Customer of Nuvita, to alter their business relationship with Nuvita; or
- ❖ Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether an Affiliate's Agreement has been terminated, or whether the Affiliate is or is not otherwise affiliated with the Nuvita. Upon nonrenewal or termination of the Agreement, Affiliates must immediately discontinue all use of the

Confidential Information and if requested by the Nuvita promptly return all materials in their possession to the Nuvita within five (5) business days of request at their own expense.

4.10 - Targeting Other Direct Sellers

Nuvita does not condone Affiliates specifically or consciously targeting the sales force of another direct sales company to sell Nuvita products or to become Affiliates for Nuvita, nor does Nuvita condone Affiliates solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Affiliates engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Affiliate alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, Nuvita will not pay any of the Affiliate's defense costs or legal fees, nor will Nuvita indemnify the Affiliate for any judgment, award, or settlement.

4.11 - Errors or Questions

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Affiliate must notify Nuvita in writing within 60 days of the date of the purported error or incident in question. Nuvita will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

4.12 - Governmental Approval or Endorsement

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

4.13 - Income Taxes

Each Affiliate is responsible for paying local, state, and federal taxes on any income generated as an Independent Affiliate. Nuvita does not provide any personal tax advice. Please consult your own tax

accountant, tax attorney, or other tax professional. If an Affiliate's Nuvita business is tax exempt, the Federal tax identification number must be provided to Nuvita. Every year, Nuvita will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (1) Had earnings of over \$600 in the previous calendar year; or (2) Made purchases during the previous calendar year in excess of \$5,000.

4.14 - Independent Contractor Status

Affiliates are independent contractors. The agreement between Nuvita and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. Affiliates shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (expressed or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies and Procedures, and applicable laws.

4.15 - Adherence to Laws, Regulations and the Agreement

Affiliates must comply with all federal, state, and local laws, regulations, ordinances, codes, and the terms of the Agreement in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Affiliates because of the nature of their business. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him or her, the Affiliate shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Nuvita. In addition, Affiliates must not recommend, encourage or teach other Affiliates to violate federal, state, or local laws, regulations, ordinances, codes, or the terms of the Agreement in the operation of their Nuvita business.

4.16 - One Nuvita Business Per Affiliate and Per Household

An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Nuvita business. No individual may have, operate or receive compensation from more than one Nuvita business.

Individuals of the same Household may not enter into or have an interest in more than one Nuvita Business. A “Household” is defined as spouses and dependent children living at or doing business at the same address. In order to maintain the integrity of the Nuvita Compensation Plan, husbands and wives, common-law couples, or domestic partners (collectively “spouses”), or parents and their adult children (in the same household) who wish to become Nuvita Affiliates must be jointly sponsored as one Nuvita business. Spouses, regardless of whether one or both are signatories to the Affiliate Application and Agreement, may not own or operate any other Nuvita business, either individually or jointly, nor may they participate directly, indirectly or equitably (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another Nuvita business in any form. An exception to the one business per Affiliate per household rule will be considered on a case by case basis if two Affiliates marry or in cases of an Affiliate receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the affiliates@nuvitacbd.com

4.17 - Actions of Household Members or Affiliated Parties

If any member of an Affiliate’s Household or any member of an Affiliated Party’s Household, engages in any activity which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and Nuvita may take disciplinary action pursuant to the these Policies and Procedures against the Affiliate. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust or other entity (collectively “Business Entity”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Nuvita may take disciplinary action against the Business Entity. Likewise, if an Affiliate enrolls in Nuvita as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

4.18 - Roll-up of Marketing Organization

When a vacancy occurs in a Marketing Organization due to the termination of a Nuvita business, the Affiliate in the first level immediately below the terminated Affiliate on the date of the termination will be moved to the first level (“front line”) of the terminated Affiliate’s sponsor. The position occupied by the terminated Affiliate shall remain permanently vacant.

4.19 - Separation of a Nuvita Business

Nuvita Affiliates sometimes operate their Nuvita businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, limited liability company, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

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

- ❖ One of the parties may, with consent of the other(s), operate the Nuvita business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Nuvita to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee.
- ❖ The parties may continue to operate the Nuvita business jointly on a “business-as-usual” basis, whereupon all compensation paid by Nuvita will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Nuvita split commission and bonus checks between divorcing spouses or members of dissolving entities. Nuvita will recognize only one downline organization and will issue only one commission check per Nuvita business per commission

cycle. Commission checks shall always be issued to the same individual or entity.

If a former spouse has completely relinquished all rights in the original Nuvita business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as an Affiliate. In either case, the former spouse or business affiliate shall have no rights to any Affiliates in their former organization or to any former Customer. They must develop the new business in the same manner as would any other new Affiliate.

4.20 - Sponsoring Online

When sponsoring a new Affiliate through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, Nuvita's Policies and Procedures, and the Nuvita Compensation Plan. The sponsor may not fill out the online Affiliate Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

4.21 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although Nuvita does not consider Affiliates to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, Affiliates must not engage in telemarketing in the operation of their Nuvita businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Nuvita product or service, or to recruit them for the Nuvita opportunity. "Cold calls" made to prospective customers or Affiliates that promote either Nuvita's products or the Nuvita

opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Affiliate (a "prospect") is permissible under the following situations:

- ❖ If the Affiliate has an established business relationship with the prospect. An “established business relationship” is a relationship between an Affiliate and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- ❖ The prospect’s personal inquiry or application regarding a product or service offered by the Affiliate, within the three (3) months immediately preceding the date of such a call.
- ❖ If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.

- ❖ You may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.
- ❖ Affiliates shall not use automatic telephone dialing systems or software relative to the operation of their Nuvita businesses.
- ❖ Affiliates shall not place or initiate any outbound telephone call to any person who delivers any pre-recorded message (a "robocall") regarding or relating to the Nuvita products or opportunity.

4.22 - Back Office Access

Nuvita makes online back offices available to its Affiliates. Back offices provide Affiliates access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Affiliate's Nuvita business and to increase sales of Nuvita products. However, access to a back office is a privilege, and not a right. Nuvita reserves the right to deny Affiliates' access to the back office at its sole discretion.

4. 23 - Unauthorized Communication

In the excitement and enthusiasm of working his or her Nuvita business, an Affiliate may attempt to contact the Company's vendors, suppliers, or advisors with questions or ideas. Any such communication without the Company's prior written consent is strictly prohibited. Vendors, suppliers, and advisors are often not set up to handle a large volume of contacts. Equally important, we must respect their rights to privacy. Questions regarding any of these Entities may be directed to Field Support.

SECTION 5 - RESPONSIBILITIES OF AFFILIATES

5.1 - Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that the Nuvita's files are current. Street addresses are required for shipping since UPS and FedEx cannot deliver to a post office box. Affiliates planning to change their e-mail address or move must send their new address and telephone numbers to Nuvita's Corporate Offices to the attention of the Affiliate Services Department. To guarantee proper delivery, two weeks advance notice must be provided to Nuvita on all changes. In the alternative, an Affiliate's whose contact information changes may amend their contact information through their Affiliate Back Office.

5.2 - Continuing Development Obligations

5.2.1 - Ongoing Training

Any Affiliate who sponsors another Affiliate into Nuvita must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Nuvita business. Affiliates must have ongoing contact and communication with the Affiliates in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Affiliates to Nuvita meetings, training sessions, and other functions. Upline Affiliates are also responsible to motivate and train new Affiliates in Nuvita product knowledge, effective sales techniques, the Nuvita Compensation Plan, and compliance with Company Policies and Procedures and applicable laws. Communication with and the training of downline Affiliates must not, however, violate Sections 4.2 and/or 4.3 (regarding the development of Affiliate-produced sales aids and promotional materials).

Affiliates should monitor the Affiliates in their Downline Organizations to guard against downline Affiliates making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

5.2.2 - Increased Training Responsibilities

As Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Nuvita program. They will be called upon to share this knowledge with lesser experienced Affiliates within their organization.

5.2.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, Affiliates have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

5.2.4 - Reporting Policy Violations

Affiliates who are aware of a violation of these Policies and Procedures by another Affiliate must submit a written report of the violation directly to the attention of Nuvita's Compliance Department by mail or email at affiliates@nuvitacbd.com. Details of the incident in question such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. Any incident reported to the Compliance Department must have supporting documentation such as images, screenshots, text messages, emails, etc.. Any incident reported without proper supporting documentation will not be reviewed.

5.3 - Non-disparagement

Nuvita wants to provide its independent Affiliates with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to affiliates@nuvitacbd.com. While Nuvita welcomes constructive input, negative comments and remarks made in the field by Affiliates about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Nuvita Affiliates.

For this reason, and to set the proper example for their downline, during the term of this Agreement and at any time thereafter, Affiliate agrees not make any false, derogatory, demeaning or disparaging statements (collectively "disparage") or encourage or induce others to disparage Nuvita, other Nuvita Affiliates, the Compensation Plan or any of Nuvita's past and present owners, officers, directors, employees or products (the "Company Parties"). (i) make any statements, or take any other actions whatsoever, to disparage, defame, demean, sully or compromise the goodwill, name, brand or reputation of the Company, its products, Marketing and Compensation Plan, Customers, Affiliates or any of its Nuvita Affiliates (collectively, the "Company Goodwill") or (ii) commit any other action that could likely injure, hinder or interfere with the Business, business relationships or Company Goodwill of the Company, its Ambassadors, Customers or its Nuvita Affiliates.

For purposes of this Section 5.3, the term "disparage" includes, without limitation, comments or statements to the press, any media outlet, industry group, financial institution, the Nuvita's Affiliates,

employees or to any individual or entity with whom Nuvita has a business relationship (including, without limitation, any vendor, supplier, Customer, Affiliate or independent contractor), social media posts, or any public statement, that in each case is intended to, or can be reasonably expected to, materially damage any of the Company Parties. Notwithstanding the foregoing, nothing in this Section 5.3 shall prevent an Affiliate from making any truthful statement to the extent, but only to the extent: (1) necessary with respect to any litigation, arbitration or mediation involving this Agreement, including, but not limited to, the enforcement of this Agreement, in the forum in which such litigation, arbitration or mediation properly takes place; or (2) required by law, legal process or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with apparent jurisdiction over the Affiliate.

A breach of this Section 5.3, in the sole discretion of the Company, shall be deemed a material breach of the Policies and Procedure and result in immediate termination of the Company's relationship with the Affiliate. In addition, five thousand dollars (\$5,000) shall be presumed to be the amount of damages sustained by reason of each such breach by the other that is found, by clear and convincing evidence and pursuant to the terms and conditions of this Section, to have occurred, without prejudice to the right of Nuvita to also seek injunctive or other equitable relief.

5.4 - Providing Documentation to Applicants

Affiliates must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Affiliates before the applicant signs an Affiliate Agreement, or ensure that they have online access to these materials.

SECTION 6 - BONUSES AND COMMISSIONS

6.1 Bonus and Commission Qualifications and Accrual

The Nuvita Compensation Plan is based on the sale of Nuvita products to end consumers. Affiliates must fulfill personal and organizational 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.

An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. Bonuses and commissions are only paid to active Affiliates and are based on “earned” sales – i.e. sales that have been completed and paid for by the customer. Affiliates are not entitled to any bonuses or commissions based on any argument that they were the procuring cause for a customer’s account.

So long as an Affiliate complies with the terms of the Agreement, Nuvita shall pay commissions to such Affiliate in accordance with the Nuvita Compensation Plan. The terms and conditions of the Compensation Plan are subject to change, and the current plan is accessible in your back office.

6.2 - Adjustment to Bonuses and Commissions

6.2.1 - Adjustments for Returned Products

Affiliates receive bonuses, commissions, or overrides based on the actual sales of products and services to end consumers.

6.2.2 - Tax Withholdings

If an Affiliate fails to provide his or her correct tax identification number, Nuvita will deduct the necessary withholdings from the Affiliate’s commission checks as required by law.

6.3 - Reports

All information provided by Nuvita in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of

human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check chargebacks; the information is not guaranteed by Nuvita or any persons creating or transmitting the information.

All personal and group sales volume information is provided "as is" without warranties, express or implied, or representations of any kind whatsoever. In particular but without limitation there shall be no warranties of merchantability, fitness for a particular use, or non-infringement.

To the fullest extent permissible under applicable law, nuvita and/or other persons creating or transmitting the information will in no event be liable to any affiliate or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and/or group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if nuvita or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, nuvita or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

Access to and use of Nuvita's online and telephone reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Nuvita's online and telephone reporting services and your reliance upon the information.

SECTION 7 - DISPUTE RESOLUTION AND SANCTIONS

7.1 - Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Affiliate's Nuvita business), may result, at Nuvita's discretion, in one or more of the following corrective measures:

- ❖ Requiring the Affiliate to take immediate corrective measures;
- ❖ Imposition of a fine, which may be withheld from bonus and commission checks;
- ❖ Suspension of the individual's Affiliate Agreement;
- ❖ Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of an Affiliate (which may subsequently be re-earned by the Affiliate);
- ❖ Transfer or removal of some or all of an Affiliate's downline Affiliates from the offending Affiliate's downline organization.
- ❖ Immediate termination of the offender's Affiliate Agreement;
- ❖ Suspension and/or termination of the offending Affiliate's Nuvita website or website access;
- ❖ Any other measure expressly allowed within any provision of the Agreement or which Nuvita deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's policy violation or contractual breach;
- ❖ In situations deemed appropriate by Nuvita, the Company may institute legal proceedings for monetary and/or equitable relief.

7.2 - Grievances and Complaints

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective Nuvita businesses, the complaining Affiliate should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be

reported in writing to affiliates@nuvitacbd.com or the Owners.

7.3 - Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Lansing, Michigan, and shall last no more than two business days.

7.4 - Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or **relating to the Agreement, or the breach thereof, shall be settled by arbitration. The Parties waive all rights to trial by jury or to any court.** The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures. The Commercial Arbitration Rules and Mediation Procedures of the AAA are available on the AAA's website at www.adr.org. The **Streamlined Arbitration Rules & Procedures** are available on the JAMS website at www.jamsadr.com. Copies of AAA's Commercial Arbitration Rules and Mediation Procedures or JAM's **Streamlined Arbitration Rules & Procedures** will also be emailed to Affiliates upon request to affiliates@nuvitacbd.com.

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all Arbitration actions:

- ❖ The Federal Rules of Evidence shall apply in all cases;
- ❖ The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- ❖ The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- ❖ The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- ❖ The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

All arbitration proceedings shall be held in Lansing, Michigan. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- ❖ The substance of, or basis for, the controversy, dispute, or claim;
- ❖ The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- ❖ The terms or amount of any arbitration award;
- ❖ The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party

from applying to and 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 its intellectual property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

7.5 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Ingham County, State of Michigan. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Michigan shall govern all other matters relating to or arising from the Agreement.

7.5.1 - Louisiana Residents

Notwithstanding the foregoing, and the arbitration provision in Section 7.4, residents of the State of Louisiana shall be entitled to bring an action against Nuvita in their home forum and pursuant to Louisiana law.

SECTION 8 - INACTIVITY, RECLASSIFICATION, AND TERMINATION

8.1 - Effect of Termination

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, Nuvita shall pay commissions to such Affiliate in accordance with the Compensation Plan. An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an Affiliate's non-renewal of his or her Affiliate Agreement, termination for inactivity, or voluntary or involuntary termination of his or her Affiliate Agreement (all of these methods are collectively referred to as "termination"), the former Affiliate shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales

generated by the organization. An Affiliate whose business is cancelled will lose all rights as an Affiliate. This includes the right to sell Nuvita products and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Affiliate's former downline sales organization. In the event of termination, Affiliates agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following an Affiliate's termination of his or her Affiliate Agreement, the former Affiliate shall not hold himself or herself out as a Nuvita Affiliate and shall not have the right to sell Nuvita products. An Affiliate whose business is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination).

8.2 - Termination Due to Inactivity

8.2.1 - Failure to Meet PV Quota

If an Affiliate fails to personally generate at least 600 PV total from the current and previous 11 monthly period his or her Affiliate Agreement shall be canceled for inactivity.

8.2.2 - Failure to Earn Commissions

If an Affiliate has not earned a commission for six (6) consecutive months (and thus become "inactive"), his or her Affiliate Agreement shall be canceled for inactivity.

8.2.3 - Failure to Pay Website Fees

If an Affiliate fails to pay his/her replicated website fees, he/she will be inactive and not eligible to earn commissions that month. If replicated website fees are not paid for three consecutive months, the Affiliate will be canceled for inactivity.

8.2.4 - Reclassification Following Termination Due to Inactivity

If an Affiliate is canceled for inactivity, his or her Affiliate Agreement will be terminated.

8.3 - Involuntary Termination

An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by Nuvita in its sole discretion, may result in any of the sanctions listed in Section 7.1, including the involuntary termination of his or her Affiliate Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Affiliate's last known address, email address, or fax number, or to his/her attorney, or when the Affiliate receives actual notice of termination, whichever occurs first.

8.4 - Voluntary Termination

A participant in this direct selling plan has a right to cancel at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address. The written notice must include the Affiliate's signature, printed name, address, and Affiliate I.D. Number. In addition to written termination, Affiliates who have consented to Electronic Contracting will cancel their Affiliate Agreement should they withdraw their consent to contract electronically.

8.4.1 - Military Deployment

Military personnel shall be exempt from meeting their Personal Volume and Group Volume requirements for the duration of the deployment and three (3) full calendar months thereafter while deployed into a foreign country. The Affiliate should notify the Affiliate Services Department to request a Deployment Waiver Form.

SECTION 9 - DEFINITIONS

Active Customer — A Preferred or Direct Customer who purchases Nuvita products during a particular month.

Active Affiliate — An Affiliate who satisfies the minimum Personal Sales Volume requirements, as set forth in the Nuvita Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions.

Active Rank — The term “active rank” refers to the current rank of an Affiliate, as determined by the Nuvita Compensation Plan, for a particular pay period. To be considered “active” relative to a particular rank, an Affiliate must meet the criteria set forth in the Nuvita Compensation Plan for his or her respective rank. (See the definition of “Rank” below.)

Affiliated Party - A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

Agreement - The contract between the Company and each Affiliate includes the Affiliate Application and Agreement Terms and Conditions, the Nuvita Policies and Procedures, the Nuvita Compensation Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by Nuvita in its sole discretion. These documents are collectively referred to as the “Agreement.”

Business Kit — A selection of Nuvita training materials and business support literature, and Affiliate replicated website that each new Independent Marketing Affiliate may receive.

Cancel — The termination of an Affiliate’s business. Termination may be either voluntary, involuntary, through non-renewal or inactivity.

Downline — Your downline (or downline organization) consists of the Affiliates you personally enroll or sponsor (your first level Affiliates), the Affiliates that first level Affiliates enroll or sponsor, as well as the Affiliates that are subsequently enrolled or sponsored beneath them.

Downline Leg — Each one of the individuals personally enrolled immediately underneath you and their

respective marketing organizations represents one “leg” in your marketing organization.

Enroll — The act of introducing a prospective Affiliate to Nuvita and assisting him or her to execute an Affiliate Application and Agreement and thereby become a Nuvita Affiliate. These activities are called “enrolling.”

Downline Volume — The commissionable value of products purchased by the Affiliate and the Affiliates and their customers within the Affiliate’s entire downline organization. It includes the Affiliate and her customers and all downline Affiliates and Customers, regardless of titles.

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

Level — The layers of downline Customers and Affiliates in a particular Affiliate’s downline. This term refers to the relationship of an Affiliate relative to a particular upline Affiliate, determined by the number of Affiliates between them who are related by sponsorship. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A’s fourth level.

Official Nuvita Material — Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by Nuvita to Affiliates.

Rank — The “title” that an Affiliate holds pursuant to the Nuvita Compensation Plan. “Title Rank” refers to the highest rank an Affiliate has achieved in the Nuvita compensation plan at any time. “Paid As” rank refers to the rank at which an Affiliate is qualified to earn commissions and bonuses during the current pay period.

Recruit — For purposes of Nuvita’s Conflict of Interest Policy (Section 4.9), 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, another Nuvita Affiliate or Customer to enroll or participate in another multilevel marketing, direct selling or direct sales opportunity.

Replicated Website – A website provided by Nuvita to Affiliates which utilizes website templates developed by Nuvita.

Social Media - Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, LinkedIn, Delicious, and YouTube.

Sponsoring — The act of introducing a prospective Affiliate to Nuvita and assisting him or her to execute an Affiliate Application and Agreement and thereby become a Nuvita Affiliate. These activities are called “sponsoring.”

Upline — This term refers to the Affiliate or Affiliates above a particular Affiliate in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Affiliate to the Company.