

# **LIVLabs, LLC**

## **Policies & Procedures**

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## **POLICIES & PROCEDURES**

### **1.0 INTRODUCTION**

#### **1.1 Mutual Commitment Statement**

LIVLabs, LLC (hereinafter referred to as "**LIVLabs**") recognizes that to develop a long-term and mutually rewarding relationship with its Compensation Plan participants (hereinafter referred to as "**Promoter(s)**" or "**Promoters**") must acknowledge and respect the true nature of the relationship and support the "**Customers**".

- (a) In the spirit of mutual respect and understanding, LIVLabs is committed to:
- (i) Provide prompt, professional, and courteous service and communications to its Promoters and Customers;
  - (ii) Provide the highest level of quality products, at fair and reasonable prices;
  - (iii) Exchange or refund the purchase price of any product, service, or membership as provided in our return policies contained herein;
  - (iv) Deliver orders promptly and accurately;
  - (v) Pay commissions accurately and on a timely basis;
  - (vi) Maintain a mutually beneficial compensation plan;
  - (vii) Support, protect, and defend the integrity of the LIVLabs Business Opportunity;
- (b) In return, LIVLabs expects that its Promoters will:
- (i) Conduct themselves in a professional, honest, and considerate manner;
  - (ii) Present LIVLabs Corporate and product information in an accurate and professional manner;
  - (iii) Present the Compensation Plan and return and exchange policies in a complete and accurate manner;
  - (iv) Not make exaggerated income or product claims;
  - (v) Make reasonable effort(s) to support and train other Promoters and Customers in their downline;
  - (vi) Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;
  - (vii) Provide positive guidance and training to LIVLabs Promoters and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Promoter is discouraged

from providing cross-line training to other Promoters or Customers in a different organization without first obtaining consent of the Promoter's or Customer's upline leader;

- (viii) Support, protect, and defend the integrity of the LIVLabs Business Opportunity;

## 1.2 Code of Ethics

- (a) LIVLabs desires to provide its Independent Promoters with the best products and Compensation Plan in the industry. Accordingly, LIVLabs values constructive criticism and encourages the submission of written comments addressed to the LIVLabs Compliance Department.
- (b) Promoter's negative and disparaging comments about LIVLabs, its products, these Policies, or Compensation Plan, made to LIVLabs, or to the field or at any LIVLabs meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other Promoters and Customers. LIVLabs Promoters must not belittle LIVLabs, fellow LIVLabs Promoters, LIVLabs products or services, the Compensation Plan, or any and all LIVLabs directors, officers, or employees, product suppliers, or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by LIVLabs.
- (c) LIVLabs endorses the following code of ethics:
  - (i) A LIVLabs Promoter must show fairness, tolerance, and respect to all people associated with LIVLabs, regardless of race, gender, social class, or religion, thereby fostering a "positive atmosphere" of teamwork, good morale, and community spirit.
  - (ii) A Promoter shall strive to resolve business issues, including situations with upline and downline Promoters, by emphasizing tact, sensitivity, goodwill taking care not to create additional problems.
- (d) LIVLabs Promoters must be honest, responsible, professional, and conduct themselves with integrity. LIVLabs may take appropriate action against a Promoter if it determines, in its sole discretion, that a Promoter's conduct is detrimental, disruptive, or injurious to LIVLabs or to other Promoters.

## 1.3 LIVLabs Policies & Procedures and Compensation Plan Make Up the Promoter Agreement

- (a) Throughout these Policies & Procedures, when the term "Agreement" is used, it collectively refers to the most current version of the Policies and Procedures in effect and any addendums thereto, the *Compensation Plan*, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto.
- (b) It is the responsibility of the Sponsoring Promoter to provide the most current version of these Policies and Procedures (available on the LIVLabs website [www.myLIVLabsnow.com](http://www.myLIVLabsnow.com)), the Income Disclosure Statement, the LIVLabs Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any

amendments thereto to their downline Promoters.

#### **1.4 Purpose of Policies & Procedures**

- (a) LIVLabs is a direct sales-based networking company that markets products and services through a network of independent business owners. To clearly define the relationship that exists between Promoters and LIVLabs, and to explicitly set a standard for acceptable business conduct, LIVLabs has established these Policies and Procedures.
- (b) LIVLabs Promoters and Customers are required to comply with; (i) all of the Terms and Conditions set forth in the Agreement which LIVLabs may amend from time to time in its sole discretion; and (ii) all Federal, State, and/or local laws governing his, her and/or its LIVLabs business.
- (c) LIVLabs Promoters must review the information in these Policies and Procedures carefully. Should a Promoter have any questions regarding a policy or rule, the Promoter is encouraged to seek an answer from their Sponsor or any other upline Promoter. If further clarification is needed, the Promoter may contact the LIVLabs Customer Service Team by submitting an email to: [support@LIVLabs.com](mailto:support@LIVLabs.com).

#### **1.5 Changes, Amendments, and Modifications**

- (a) Because federal, state, and local laws, as well as the business environment, periodically change, LIVLabs reserves the right to amend the LIVLabs Agreement and the prices in its LIVLabs Product Price List as set forth on its website in its sole and absolute discretion. Notification of amendments shall appear in official LIVLabs materials, LIVLabs website, social media outlets, or the Promoter's back office.
- (b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:
  - i. Posting on the official LIVLabs website;
  - ii. Electronic mail (e-mail); or
  - iii. Any LIVLabs communication channels or social media outlets (i.e., Facebook, Instagram, Twitter, and/or LIVLabs APP).

### **2.0 BASIC PRINCIPLES**

#### **2.1 Becoming A LIVLabs Promoter**

- (a) To become a Promoter, an applicant must comply with the following requirements:
  - (i) Be of the age of majority (not a minor) in his or her province or territory of residence;
  - (ii) Reside or have a valid address in the United States or U.S. territory, Canada, Australia, or country wherein LIVLabs is licensed to operate.

- (iii) Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number (TIN) or federal Business Number;
- (iv) Enter a verified mobile phone number, which is not in use or associated with any other LIVLabs accounts, which will be verified through a verification code sent to the number.
- (v) Acknowledge FTC requirements associated with LIVLabs Health participation as a promoter.
- (vi) Acknowledge and agree to all communications sent by LIVLabs, (including but not limited to emails, texts, broadcasts, letters, etc.) with the choice to "opt-out" of these communications.

## **2.2 New Promoter Registration**

- (a) A potential new Promoter may self-enroll on any Promoter/Sponsor's website. In such an event, LIVLabs will accept the web enrollment and LIVLabs Application by accepting the "electronic signature" stating the new Promoter has accepted all terms and conditions of such the LIVLabs Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Promoter and LIVLabs.
- (b) Signed documents, including, but not limited to, Promoter personal agreements, are legally binding contracts which must not be altered, tampered with, or changed in any manner after they have been signed. False or misleading information, forged signatures, or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Promoter's position.
- (c) If one applicant enrolls creating an Account listing a certain sponsor and enrolls a second time listing multiple sponsors, only the first completed form to be received by LIVLabs will be accepted. LIVLabs reserves the right, at its sole discretion, to make the final decision with respect to all such disputes.

## **3.0 LIVLABS'S PROMOTER RESPONSIBILITIES**

### **3.1 Correct Address**

- (a) It is the responsibility of the Promoter or Customer to make sure LIVLabs has the correct shipping address before any orders are shipped.
- (b) A Promoter and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by LIVLabs Support Team.

### **3.2 Training and Leadership**

- (a) Any LIVLabs Promoter who Sponsors another Promoter into LIVLabs must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her LIVLabs business. Sponsoring Promoters should have ongoing contact and communication with the Promoters in their

downline organizations. (Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, direct contact, team conference calls, voice-mail, e-mail, personal meetings, accompaniment of downline Promoters to LIVLabs meetings, training sessions, events, workshops, and any other related functions.)

- (b) A Sponsoring LIVLabs Promoter should monitor the Promoters in his or her downline organizations to ensure that downline Promoters do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Promoter should be able to provide documented evidence to LIVLabs of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- (c) Up line Promoters are encouraged to educate and train new Promoters about LIVLabs' products and services, effective sales techniques, the LIVLabs Compensation Plan, along with compliance with LIVLabs Policies and Procedures and any and all social media guidelines or any other guidelines and amendments thereto implemented at that time. Marketing product is a required activity in LIVLabs and must be emphasized in all recruiting presentations.
- (d) We emphasize and encourage all Promoters to sell LIVLabs' products and services to Customers.
- (e) Use of Sales Aids. To promote both the products and the opportunity LIVLabs offers, Promoters must use the sales aids and support materials produced by LIVLabs. If LIVLabs Promoters develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Promoters' good intentions, along with the intentional violation of any number of statutes or regulatory laws affecting the LIVLabs business. These violations could jeopardize the LIVLabs opportunity for all Promoters. Accordingly, Promoters must submit via email all written sales aids, promotional materials, advertisements, websites, training material, flyers, along with any other literature to the Compliance Department for approval prior to use. COMPLIANCE EMAIL: [compliance@LIVLabs.com](mailto:compliance@LIVLabs.com). **Unless the Promoter receives specific written approval to use the material, the request shall be deemed denied.** All Promoters shall safeguard and promote the good reputation of LIVLabs and its products. The marketing and promotion of LIVLabs, the LIVLabs opportunity, the Compensation Plan, and LIVLabs products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

### 3.3 Sponsorship

- (a) The Sponsor is the person who introduces a Promoter or Customer to LIVLabs, helps them complete their enrollment, and supports and trains those in their downline.
- (b) LIVLabs recognizes the Sponsor as the name(s) shown on the first:
  - (i) Electronically signed Promoter Agreement from a website or a LIVLabs Promoter website.

- (c) LIVLabs recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but LIVLabs will not allow Promoters to engage in unethical sponsoring activities.
- (d) All active Promoters in good standing have the right to sponsor and enroll others into LIVLabs. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Promoter will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Promoter who presented a comprehensive introduction to LIVLabs products or business opportunity.

### **3.4 Unethical Sponsoring**

- (a) Unethical sponsoring activities include, but are not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect or new Promoter away from a fellow Promoter or influencing another Promoter to transfer to a different sponsor. Allegations of unethical sponsoring must be reported in writing to the LIVLabs Compliance Department within the first 30 days of the new Promoter enrollment in question. If the reports are substantiated, LIVLabs may transfer the Promoter or the Promoter's downline to another sponsor or organization without approval from the current up-line Sponsor or Placement Promoters. LIVLabs remains the final authority in such cases.
- (b) LIVLabs prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the LIVLabs compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Promoter in an unearned manner. One example of stacking occurs when a Sponsor places Promoter(s) under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent Promoter positions of all individuals and/or entities found to be directly involved.
- (c) Should Promoters engage in solicitation and/or enticement of members of another direct sales company to sell or distribute LIVLabs products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Promoter alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, LIVLabs will not pay any of Promoter's defense costs or legal fees, nor will LIVLabs indemnify the Promoter for any judgment, award, or settlement.

### **3.5 Cross Sponsoring Prohibition**

- (a) "Cross sponsoring" is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Promoter Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by LIVLabs, sanctions up to and including termination of a Promoter's position may be imposed.
- (b) The use of a Spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal Business Numbers, or fictitious ID numbers to evade or circumvent this Policy is not permitted.

- (c) This Policy does not prohibit the transfer of a LIVLabs business in accordance with the LIVLabs Transfer of Sale or Transfer Policy set forth in these Policies.

### **3.6 Solicitation for Other Companies or Products**

- (a) A LIVLabs Promoter and/or Customer may participate in other direct sales, multilevel, network marketing, or relationship marketing businesses or marketing opportunities. However, during the Term of this Agreement and for six (6) months thereafter, a LIVLabs Promoter may not recruit any fellow LIVLabs Promoter or Customer for any other direct sales or network marketing business, unless that fellow Promoter or Customer was personally sponsored by such Promoter. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Promoter or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Promoter's actions are in response to an inquiry made by another Promoter or Customer.
- (b) During the term of this Agreement, any LIVLabs Promoter must not sell or entice others to sell, any competing products or services, including training materials, to LIVLabs Customers or Promoters. Any product or service in the same category as a LIVLabs product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality.)
- (c) However, a Promoter may sell non-competing products or services to the LIVLabs Customers and Promoters that they personally sponsored.
- (d) A Promoter may not display or bundle LIVLabs products or services, in sales literature, on a website, or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Promoter into believing there is a relationship between the LIVLabs and non-LIVLabs products and services.
- (e) A LIVLabs Promoter may not offer any non-LIVLabs opportunity, products, or services at any LIVLabs related meeting, event, seminar or convention, or immediately following a LIVLabs event.
- (f) A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between LIVLabs and its Promoters and would inflict irreparable harm on LIVLabs. In such event, LIVLabs may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Promoter or such Promoter's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

## **4.0 AGREEMENTS & GENERAL UNDERSTANDINGS**

### **4.1 Rights Granted**

- (a) LIVLabs hereby grants to the Promoter a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
  - (i) Purchase LIVLabs products and services;

- (ii) Promote and sell LIVLabs products and services; and
- (iii) Sponsor new Promoters and Customers in countries where LIVLabs is currently authorized to do business or becomes authorized to business in the future.
- (iv) No feature of the Compensation Plan constitutes a personal purchase requirement to become a Promoter, move up in rank in, or otherwise fully participate in the Compensation Plan. No product purchase is required of anyone at any time to fully participate as a Promoter.

#### **4.2 Renewals and Expiration of the Promoter Agreement**

- (a) If the Promoter allows his or her Promoter Agreement to expire due to nonpayment, the Promoter will lose any and all rights to his, her, or its downline organization unless the Promoter re-activates within sixty (60) days following the expiration of the Application.
  - (i) If the former Promoter re-activates within the sixty (60) day time limit, the Promoter will resume the rank and position held immediately prior to the expiration of the Promoter Agreement. However, such Promoter's paid as level will not be restored unless he, she, and/or an entity qualifies at that payout level in the new month. The Promoter is not eligible to receive commissions for the time period that the Promoter's position was expired.
  - (ii) Any Promoter who was terminated or whose Agreement has expired and lapsed the sixty (60) day grace period is not eligible to re-apply for a LIVLabs business for six (6) months following the expiration of the Promoter Agreement.
  - (iii) The downline of the expired Promoter will roll up to the immediate, active upline Sponsor.

#### **4.3 Effect of Cancellation**

- (a) Following a Promoter's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such Promoter:
  - (i) Shall have no right, title, claim, or interest to any commission or bonus from the sales generated by the Promoter's former organization or any other payments in association with the Promoter's former independent position;
  - (ii) Effectively waives any and all claims to property rights or any interest in or to the Promoter's former Downline organization;
  - (iii) Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to LIVLabs.

#### **4.4 Modification of the Promoter Agreement**

- (a) A LIVLabs Promoter may modify his or her existing Promoter Agreement (i.e., add a Spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Promoter) by submitting a written request, accompanied by a new Promoter Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a "crossed out" or "white-out" version of the first Agreement), and any appropriate supporting documentation.

#### **4.5 Unauthorized Transfer & Re-Enrollment**

- (a) In the event a Promoter discovers that a Promoter in their downline has re-enrolled under a different Promoter, the Promoter has thirty (30) days from the date the downline Promoter enrolled under a new Promoter to notify the LIVLabs Compliance department and request the downline Promoter be transferred back to his/her downline. Upon the expiration of the thirty (30) day notice period, the right to reclaim a new Promoter to his or her downline will be waived.

#### **4.6 Change of Sponsors or Placement for Promoters**

- (a) Placement changes/corrections may be requested within a period of 72 hours from the time of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the sponsor as well as the Promoter to be moved and in some cases the upline distributor.
- (b) Sponsor changes are generally not permitted. However, sponsor corrections can be made if they are reported to the Support Department within 72 hours from the time of enrollment. Sponsor corrections must be requested from the distributor back office of the current (original) sponsor, stating the reason that the correction needs to be made.
- (c) At the discretion of LIVLabs, Promoters who have not ordered products or services for at least 12 months, and who have not tendered a letter of termination resignation, are eligible to re-enroll in LIVLabs under the Sponsor/Placement of their choice.
- (d) Upon written notice to LIVLabs that a former Promoter wishes to re-enroll, LIVLabs will "compress" (close) the original account. A new LIVLabs ID number will then be issued to the former Promoter.
- (e) Such Promoter does not retain former rank, downline, or rights to commission from his or her former organizations.
- (f) LIVLabs reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

#### **4.7 Change Organizations**

- (a) If a LIVLabs Promoter wishes to transfer organizations, he or she must submit a letter of termination resignation to the LIVLabs Customer Service Department and remain inactive (place no orders, or be on an auto-ship) with or in LIVLabs for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.

- (b) LIVLabs retains the right to approve or deny any request to re-enroll after a Promoter's termination.
- (c) If re-enrollment is approved, the former Promoter will be issued a new LIVLabs ID number and will be required to submit a new Promoter Agreement. The Promoter will not be entitled to keep any former rank, downline, or rights to commission from any prior organization.

#### **4.8 Placement Lounge**

- (a) When you personally enroll Promoters or Customers, they are automatically placed in your Placement Lounge for up to sixty (60) days.
- (b) Promoter has up to sixty (60) days to place the new promoter or customer into an open position in their placement tree. Upon the expiration of sixty (60) days this option expires indefinitely. Once the Promoter or Customer in your Placement Lounge has been placed, they cannot be moved again.

#### **4.9 Voluntary Termination**

- (a) A Promoter may immediately terminate his or her position by submitting a written notice or email to the LIVLabs Compliance Department at [compliance@LIVLabs.com](mailto:compliance@LIVLabs.com). The written notice must include the following:
  - (i) The Promoter's intent to terminate the Agreement;  
Date of termination;
  - (ii) LIVLabs Identification Number;
  - (iii) Reason for terminating; and
  - (iv) A LIVLabs Promoter may not use termination as a way to immediately change Sponsor and Placement. Instead, the Promoter who has voluntarily terminated is not eligible to reapply for a position or have any financial interest in a or any LIVLabs business for 6 months from the receipt of the written notice of termination.
  - (v) Signature.

#### **4.10 Involuntary Termination**

- (a) LIVLabs reserves the right to terminate a Promoter's position for, but not limited to, the following reasons:
  - (i) Violation of any Terms or Conditions of the Promoter Agreement;
  - (ii) Violation of any provision of these Policies and Procedures in effect at the time the violation occurred or was discovered;
  - (iii) Violation of any provision in the Compensation Plan;
  - (iv) Violation of any applicable law, ordinance, or regulation regarding the LIVLabs business;

- (v) Engaging in unethical business practices or violating standards of fair dealing; or Returning over \$500 worth of products, services, and/or sales tools for arefund within a 12-month period.
- (b) LIVLabs will notify the Promoter in writing by certified mail, return receipt requested, or overnight documented mail, at his or her last known address of its intent to terminate the Promoter's position and the reasons for termination. The Promoter will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. LIVLabs will then have 30 calendar days from the date of receipt of the Promoter's response to render a final decision as to termination.
- (c) If a decision is made by LIVLabs to terminate the Promoter's position, LIVLabs will inform the Promoter in writing that the position is terminated effective as of the date of the written notification.
- (d) If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by LIVLabs. The former Promoter shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any LIVLabs products or services. LIVLabs will notify the active Upline Sponsor within 10 days after termination. The organization of the terminated Promoter will "roll-up" to the active Upline Sponsor on record.
- (e) The LIVLabs Promoter who is involuntarily terminated by LIVLabs may not reapply for a position, either under his or her present name or any other name or entity, without the express written consent of an officer of LIVLabs, following a review by the LIVLabs Compliance Committee. In any event, such Promoter may not re-apply for a position for 12 months from the date of termination.

## **5.0 BUSINESS ENTITIES**

### **5.1 Definition**

- (a) A corporation, partnership, or trust (collectively referred to as a ("Business Entity")) may apply to be a LIVLabs Promoter.
- (b) A LIVLabs Promoter may change their status under the same Sponsor from an individual to a partnership, corporation, trust, or from one type of business entity to another.

### **5.2 Independent Business Relationship; Indemnification for Actions**

- (a) Promoters are independent contractors acting in the capacity of a wholly independent marketing representative who establish and services retail customers for Company products. Promoter status, as such does not constitute either a sale of a security, franchise, or distributorship (exclusive or otherwise), and absolutely no fees have been or will be required from Promoter for the right to distribute Company products pursuant to the Promoter Agreement. The Promoter Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between Promoter and any other participant in the Company marketing plan and/or Company. As an independent contractor, Promoter will: (i) comply

with all applicable federal, provincial, and local laws, rules, and regulations pertaining to the Promoter Agreement, including the sale, distribution, and advertising of Company products, and (ii) at Promoter's own expense, complete all filings and obtain such licenses as are required by applicable federal, provincial and local laws, rules and regulations, with respect to the Promoter Agreement and Promoter's activities as a Promoter.

- (b) Promoters have no authority to bind Company to any obligation. It is each Promoter's responsibility to pay all income, local or applicable taxes as an independent contractor, and Promoters are not eligible for employee benefits, such as unemployment compensation, worker's compensation, or minimum wages. LIVLabs encourages its Promoters to set their own hours and to supply all of their own equipment and tools for operating their Company business, such as telephones, transportation, professional services, office equipment, and supplies. Further, Promoters should determine their own methods of sale, so long as they comply with the policies of LIVLabs. Without limiting the generality of the foregoing, Promoters shall be fully responsible for (i) all applicable federal, state, and local withholding taxes, worker's compensation contributions license requirements and fees related to the Promoter's earnings and activities as a Promoter, and (ii) all expenses incurred in connection with the operation of the Promoter's Company-related business, including but not limited to travel, meals, accommodation, secretarial, office, telephone and other business expenses.
- (c) The LIVLabs Promoter is fully responsible for all of his or her verbal and written communications made regarding LIVLabs products, services, and the Compensation Plan that are not expressly contained within official LIVLabs materials. Promoters shall indemnify and hold harmless LIVLabs, its directors, officers, employees, product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by LIVLabs as a result of the Promoter's unauthorized representations or actions. This provision shall survive the termination of the LIVLabs Promoter Agreement.

### **5.3 Insurance**

- (a) **Business Pursuits Coverage.** LIVLabs encourages Promoters to arrange insurance coverage for their business. A homeowner's insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. LIVLabs Promoters need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.
- (b) If a Promoter has questions about or believes any errors have been made regarding commissions, bonuses, business reports, genealogy, orders, or charges, the Promoter must notify LIVLabs in writing within thirty (30) days of the date the error or incident in question occurred. Any such errors, omissions, or problems not reported within thirty (30) days shall be deemed waived by the Promoter.

## **6.0 POLICY VIOLATIONS**

### **6.1 Reporting Policy Violation**

- (a) A Promoter who observes a policy violation by another Promoter, Promoter, or Customer associated with LIVLabs should submit an e-mail to **compliance@LIVLabs.com** any and all violations directly to the LIVLabs Corporate office. The message shall set forth the details of the incident as follows: The nature of the violation:
  - (i) Specific facts to support the allegations;
  - (ii) Dates;
  - (iii) Number of occurrences;
  - (iv) Persons involved; and
  - (v) Supporting documentation
- (b) Once the matter has been presented to LIVLabs; it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.
- (c) This section refers to the general reporting of Policy violations as observed by other Promoters for the mutual effort to support, protect, and defend the integrity of the LIVLabs business and opportunity. If a Promoter has a grievance or complaint against another Promoter which directly relates to his or her LIVLabs business, the Procedures set forth in these Policies must be followed.

### **6.2 Adherence to the LIVLabs Compensation Plan**

- (a) A Promoter must adhere to the terms of the LIVLabs Compensation Plan as set forth in these Policies and Procedures as well as in official LIVLabs literature. Deviation from the Compensation Plan is prohibited.
- (b) A Promoter shall not offer the LIVLabs opportunity through or in combination with, any other system, program, or method of marketing other than that specifically set forth in official LIVLabs literature.
- (c) A Promoter shall not require or encourage a current or prospective Promoter to participate in LIVLabs in any manner that varies from the Compensation Plan as set forth in official LIVLabs literature.
- (d) A Promoter shall not require or encourage a current or prospective Promoter to make a purchase from or payment to any individual or other entity as a condition to participating in the LIVLabs Compensation Plan

### **6.3 Adherence to Laws and Ordinances**

- (a) Many cities, counties, and townships have laws regulating certain home-based businesses. Promoters must check their local laws and obey the laws that do apply to them.

- (b) A LIVLabs Promoter /Promoter or Customer shall comply with all Federal and local laws and regulations in their conduct of his or her LIVLabs business.
- (c) A Promoter accepts sole responsibility for and agrees to pay all fines and incur all liabilities for his or her actions that violate any laws or ordinances.

#### **6.4 Compliance with Applicable Income Tax Laws**

- (a) A Promoter accepts sole responsibility for and agrees to pay all Federal, Provincial and local taxes on any income generated as an Independent Promoter, and further agrees to indemnify LIVLabs from any failure to pay such tax amounts when due.
- (b) If a Promoter's business is tax-exempt, the Federal Business Number must be provided to LIVLabs in writing.
- (c) LIVLabs encourages all Promoters to consult with a tax advisor for additional information for their business. LIVLabs is required to charge and remit sales tax to the various states or provinces based on the retail price. (Receipt of trips, prizes, or awards in the amount of \$600.00 or more.)

#### **6.5 One LIVLabs Business Per Promoter**

- (a) A Promoter may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) LIVLabs business. No individual (together with their spouse) may have, operate or receive compensation from more than one LIVLabs business. Individuals of the same family unit, excluding spouses, may each enter into or have an interest in their own separate LIVLabs businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as parents or dependent children living at or doing business at the same address. Each position must build their position separate and independent of the other or the position will be deemed to be stacking.

#### **6.6 Actions of Household Members or Affiliated Parties**

- (a) If any member of a Promoter's immediate household engages in any activity which, if performed by the Promoter, would violate any provision of the Agreement, such activity will be deemed a violation by the Promoter and LIVLabs may take disciplinary action pursuant to these Policies and Procedures against the Promoter. Similarly, if any individual associated in any way with a corporation, partnership, trust, or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and LIVLabs may take disciplinary action against the Business Entity. Likewise, if a Promoter enrolls in LIVLabs 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.

#### **6.7 Identification Numbers and Pay-Out**

- (a) Each Promoter is required to provide his or her federal Social Security Number

or Federal Tax Identification Number if located in the United States or any of its territories to LIVLabs at the time Promoter initiates a transfer of monies or earnings accumulated in the Promoter's Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a Pay-Out and LIVLabs reserves the right to withhold Pay-Out from any Promoter who fails to provide such information or who provides false information.

- (b) Upon enrollment, LIVLabs will provide a LIVLabs Identification Number to the Promoter. This number will be used to place orders, structure organizations, and track commissions and bonuses.

## **6.8 Sell, Assign, or Delegate Ownership**

- (a) In order to preserve the integrity of the hierarchical structure, it is necessary for LIVLabs to place restrictions on the transfer, assignment, or sale of apposition.
- (b) A LIVLabs Promoter may not sell or assign his or her rights or delegate his or her position as a Promoter without prior written approval by LIVLabs, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of LIVLabs.
- (c) Should the sale be approved by LIVLabs, the Buyer assumes the position of the Seller at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the Seller's Downline.
- (d) To request corporate authorization for a sale or transfer of a LIVLabs position, the following items must be submitted to the LIVLabs Compliance Department:
  - (i) A Sale/Transfer of Position Form properly completed, with the requisite signatures.
  - (ii) A copy of the Sales Agreement signed, dated, and notarized by both Buyer and Seller.
  - (iii) A LIVLabs Promoter Agreement completed and signed by the Buyer and proof of good standing;
  - (iv) Payment of the \$100 administration fee paid by Seller;
  - (v) Any additional supporting documentation requested by LIVLabs.
- (e) Any debt obligations that either Seller or Buyer may have with LIVLabs must be satisfied prior to the approval of the sale or transfer by LIVLabs.
- (f) A LIVLabs Promoter who sells his or her position is not eligible to re-enroll as a LIVLabs Promoter in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

## **6.9 Separating a LIVLabs Business**

- (a) Pending a divorce or dissolution of a partnership or other business entity, the

parties must adopt one of the following methods of operation:

- (i) One of the parties may, with the written consent of the other(s), operate the LIVLabs business whereby the relinquishing Spouse (which term herein means either an individual that is legally married or an individual that is party to a legally recognized common-law relationship), shareholders, partners, members or trustees authorize LIVLabs to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee;
  - (ii) The parties may continue to operate the LIVLabs business jointly on a "business as usual" basis, whereupon all compensation paid by LIVLabs will be paid in the name designated as the Promoters or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, LIVLabs will pay compensation to the name on record and in such event, the Promoter named on the account shall indemnify LIVLabs from any claims from the other business owner(s) or the other Spouse with respect to such payment.
- (b) LIVLabs recognizes only one Downline Organization and will issue only one commission payment transfer per LIVLabs business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will LIVLabs split commission and/or bonuses.
- (c) If a relinquishing Spouse, partner, or owner of the business has completely relinquished ("Relinquishing Party"), in writing, all rights to the original LIVLabs business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Promoter or active Customer in the former organization, and must develop a new business in the same manner as any other new LIVLabs Promoter. A Promoter in the Relinquishing Party's former Downline who wishes to transfer to the Relinquishing Party's new organization or to any other organization must comply with the requirements in Section 4.0.

#### **6.10 Succession**

- (a) The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- (b) Upon the death or incapacity of a Promoter, the Promoter's business may be passed on to his or her legal successors in interest (successor). Whenever a LIVLabs business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Promoter's sales organization. The successor must:
  - (i) Complete and sign a new LIVLabs Promoter Agreement;
  - (ii) Comply with the Terms and provisions of the Promoter Agreement; and
  - (iii) Meet all of the qualifications for the last rank achieved by the former Promoter.
- (c) Bonus and commission of a LIVLabs business transferred based on this section

will be paid in a single transfer to the successor. The successor must provide LIVLabs with an "address of record" to which all bonus and commission payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.

- (d) If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a federal Business Number. LIVLabs will issue all bonus and commission payments to the managing business entity only.
- (e) Appropriate legal documentation must be submitted to LIVLabs Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a LIVLabs business, the successor must provide the following to LIVLabs Compliance Department;
  - (i) A certified copy of the death certificate; and
  - (ii) A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the LIVLabs business.
- (f) To complete a transfer of the LIVLabs business because of incapacity, the successor must provide the following to the LIVLabs Compliance Department;
  - (i) A notarized copy of an appointment as trustee;
  - (ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the LIVLabs business; and
  - (iii) A completed Promoter Agreement executed by the trustee.
- (g) If the successor is already an existing Promoter, LIVLabs will allow such Promoter to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Promoter must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.
- (h) If the successor wishes to terminate the LIVLabs position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
  - (i) Upon written request, LIVLabs may grant a 1month bereavement waiver and payout at the last "paid as" rank.

## **7.0 DISCIPLINARY ACTIONS**

### **7.1 Imposition of Disciplinary Action - Purpose**

- (a) It is the spirit of LIVLabs that integrity and fairness should pervade among its Promoters, thereby providing everyone with an equal opportunity to build a successful business. Therefore, LIVLabs reserves the right to impose disciplinary sanctions at any time, when it has determined that a Promoter has violated the Agreement or any of these Policies and Procedures or the Compensation

Plan as they may be amended from time to time by LIVLabs in accordance herewith.

## **7.2 Consequences and Remedies of Breach**

- (a) Disciplinary actions may include one or more of the following:
  - (i) Monitoring a Promoter's conduct over a specified period of time to assure compliance;
  - (ii) Issuance of a written warning or requiring the Promoter to take immediate corrective action;
  - (iii) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until LIVLabs receives adequate additional assurances from the Promoter to ensure future compliance;
  - (iv) Suspension from participation in Company or Promoter events, rewards, or recognition;
  - (v) Suspension of the LIVLabs Promoter Agreement and position for one or more pay periods;
  - (vi) Involuntary termination of the Promoter's Agreement and position;
  - (vii) Any other measure which LIVLabs deems feasible and appropriate to justly resolve injuries caused by the Promoter's policy violation or contractual breach; OR
  - (viii) Legal proceedings for monetary or equitable relief.

## **7.3 Suspension Procedures**

- (a) First Violation: Counseling and initial warning letter.
  - (i) A first violation usually occurs because the Promoter is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the LIVLabs the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance will also describe expectations and steps the Promoter must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to 2nd Violation notice.
- (b) Second Violation: Second warning letter and temporary suspension
  - (i) Although it is hoped that the Promoter will promptly correct the violation(s), LIVLabs recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a temporary suspension of the Promoter's account. During the suspension period, the

Promoter waives any and all rights to Pay-Out and must submit a signed reinstatement letter wherein the Promoter acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by LIVLabs, the suspension will be lifted and the Promoter will be able to request a Pay-Out. The Promoter may be subject to additional discipline up to and including termination if the violation is not remedied or further violations occur.

(c) Third Violation: Suspension and final written warning

- (i) Repeated violations of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Promoter and forfeiture of commissions for at least a month. The final written warning letter will include notification of such suspension, the extent of the commission forfeiture, and an indication that if the Promoter violates the Policies and Procedures again, the Promoter will be terminated immediately.

(d) Fourth Violation: Termination

- (i) As described above, LIVLabs will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning, and suspension and commissions forfeiture before proceeding to termination; however, LIVLabs reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, the Promoter may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

## **8.0 DISPUTE RESOLUTION**

### **8.1 Grievances**

- (a) If a LIVLabs Promoter has a grievance or complaint against another Promoter regarding any practice or conduct relating to their respective LIVLabs businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the LIVLabs Compliance Department as outlined below in this Section. The LIVLabs Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Promoters involved.
- (b) LIVLabs will confine its involvement to disputes regarding LIVLabs business matters only. LIVLabs will not decide issues that involve personality conflicts or unprofessional conduct by or between Promoters outside the context of a LIVLabs business. These issues go beyond the scope of LIVLabs and may not be used to justify a Sponsor or Placement change or a transfer to another LIVLabs organization.
- (c) LIVLabs does not consider, enforce, or mediate third-party agreements between Promoters, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- (d) Process for Grievances:

- (i) The LIVLabs Promoter should submit a letter of complaint (e-mail will be accepted) directly to the LIVLabs Compliance Department. The letter shall set forth the details of the incident as follows;
  - (A) The nature of the violation;
  - (B) Specific facts to support the allegations;
  - (C) Dates;
  - (D) Number of occurrences;
  - (E) Persons involved; and
  - (F) Supporting documentation.
- (ii) Upon receipt of the written complaint, LIVLabs will conduct an investigation according to the following procedures;
  - (A) The Compliance Department will send an acknowledgment of receipt to the complaining Promoter;
  - (B) The Compliance Department will provide a verbal or written notice of the allegation to the Promoter under investigation. If a written notice is sent to the Promoter, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by LIVLabs.
  - (C) The Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
  - (D) During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Promoter calls, letters, and requests for "progress reports" during the course of the investigation will not be answered or returned.
- (e) LIVLabs will make a final decision and timely notify the LIVLabs Promoters involved.

## 8.2 Mediation

- (a) Promoter and LIVLabs (collectively "the Parties") recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Additionally, the Parties recognize that litigation in court can be time consuming and expensive, hence THE PARTIES AGREE TO THE FOLLOWING:
- (b) The Parties hereto agree to refer the following matters and responsibilities to the Mediator:

- (i) The Mediator shall conduct the mediation based on the principle of party self-determination, in which the Parties come to a voluntary, uncoerced decision where each party makes free and informed choices.
  - (ii) The Mediator shall conduct any necessary separate or ex parte meetings and other communications with parties or representatives, before, during, and after any scheduled mediation conference.
  - (iii) The Parties should exchange all documents pertinent to the relief requested. The Mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the Mediator in a separate communication.
  - (iv) The Mediator does not have the authority to issue a settlement but will help facilitate a satisfactory resolution of the dispute.
  - (v) The Mediator will not make decisions for a Party or act as an arbitrator. i. Should a complete settlement of some or all issues not be achieved, the Mediator may continue to communicate with the Parties following the mediation conference.
  - (vi) The Mediator is not a legal representative of any party.
  - (vii) The Mediator shall set the date, time, and place for each session of the mediation conference and the Parties shall respond in a timely manner.
- (c) The Mediator shall direct the Parties to file statements of their respective claims, legal submissions and reliefs claimed. Each party will file statements of defense in reply to the statements of claims of others. The Mediator shall allow the Parties to produce documents in support of their claims.
  - (d) The Mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (pro se).
  - (e) Mediation sessions and related mediation communications are private proceedings. The Parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the Mediator.

### **8.3 Termination of Mediation**

- (a) The mediation shall be terminated:
  - (i) By the execution of a settlement agreement by the Parties; or
  - (ii) By a written or verbal declaration of the Mediator to the effect that further efforts at mediation would not contribute to a resolution of the Parties' dispute; or
  - (iii) By a written or verbal declaration of all Parties to the effect that the mediation proceedings are terminated; or
  - (iv) When there has been no communication between the Mediator and any party or party's representative for twenty (21) days following the conclusion of the mediation conference.

- (b) Each Party will pay its own costs and expense of the mediation unless the Parties agree otherwise. The expenses of participants for either side shall be paid by the party requesting the attendance of such participants.
- (c) The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.
- (d) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be submitted to a Mediator with a principal office in Collin County, Texas. The mediation shall occur at the office of the Mediator or at any neutral location located in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims, or controversy submitted to mediation pursuant to the Agreement.

#### **8.4 Severability**

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

#### **8.5 Waiver**

- (a) Only an officer of LIVLabs can, in writing, affect a waiver of the LIVLabs Policies and Procedures. LIVLabs' waiver of any particular breach by a Promoter shall not affect LIVLabs' rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Promoter.
- (b) The existence of any claim or cause of action of a Promoter against LIVLabs shall not constitute a defense to LIVLabs' enforcement of any term or provision of these Policies and Procedures.

#### **8.6 Governing Law**

- (a) Subject to and without waiving the terms set forth in Sections 8.2 (Mediation) and 8.3 (Termination of Mediation) above, jurisdiction and venue of any controversy or claim arising from the Agreement or between LIVLabs and Promoter, shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Agreement or between LIVLabs and Promoter.

### **9.0 PAYMENT OF COMMISSIONS & BONUSES**

#### **9.1 Bonus and Commission Qualifications**

- (a) A Promoter must be active and in compliance with any and all LIVLabs Policies and Procedures set forth herein, along with all guidelines implemented to qualify for bonuses and commissions. So long as a Promoter complies with the terms and conditions set forth in the Agreement, LIVLabs shall pay commissions to such Promoters in accordance with the Compensation Plan and any amendments thereto.

- (b) LIVLabs will not issue a payment earned of any form to a Promoter without the receipt of the annual membership fee and completed electronic LIVLabs Application.
- (c) LIVLabs reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.

## **9.2 Computation of Commissions and Discrepancies**

- (a) In order to qualify to receive commissions and/or bonuses, a Promoter must be in good standing and comply with the Terms of the Application and these Policies and Procedures. Commissions, bonuses, overrides, and achievement levels are calculated each month.
- (b) A LIVLabs Promoter must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day "grace period" no additional requests will be considered for commission recalculations.
- (c) For additional information on payment of commissions, please review the Compensation Plan, a copy of which is attached hereto as "ADDENDUM 2".

## **9.3 Adjustments to Bonuses and Commissions for Returned Products or Promoter Memberships.**

- (a) A Promoter receives bonuses and commissions based on the actual sales of products and services to end consumers and to Promoters through product and service purchases. When a product or service is returned to LIVLabs for a refund from the end consumer or by a Promoter, the bonuses and commissions attributable to the returned product or service will be deducted from the Promoter who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- (b) In the event that a Promoter terminates his or her position, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by LIVLabs, the remainder of the outstanding balance may be offset against any other amounts that may be owed by LIVLabs to the terminated Promoter.

## **10.0 ORDERING PRODUCT**

### **10.1 General Product Ordering Policies**

- (a) "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Application by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as a Promoter or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Promoters or Customers ("phantoms"); (d) purchasing LIVLabs products or services on behalf of another Promoter or Customer, or under another Promoter's or Customer's ID number, to qualify for commissions or

bonuses; (e) purchasing excessive amounts of products, services or SmartShips that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers.

- (b) LIVLabs requires that Promoters use their own credit cards and not allow others to use them. A Promoter shall not use another Promoter's or Customer's credit card or debit account to enroll in LIVLabs or purchase products, services, or SmartShip without the account holder's written permission. Such documentation must be kept by the Promoter indefinitely in case LIVLabs needs to reference this.
- (c) Regarding an order with an invalid or incorrect payment, LIVLabs will attempt to contact the Promoter by phone, mail, or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled. Prices are subject to change without notice. Credit card purchases on the same card are limited to three (3) times in one processing day.
- (d) A Promoter or Customer who is a recipient of a damaged or incorrect order must notify LIVLabs within thirty (30) calendar days from receipt of the order and follow the Procedures as set forth in these Policies and Procedures, along with the Return/Exchange Policies and any and all guidelines instated and effective and any amendments thereto.

## **10.2 Sales to Customers**

- (a) Sales to retail customers may be done directly through Promoters' replicated websites or directly using product that LIVLabs has in inventory.
- (b) Promoters will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation. When making a sale to an end customer, a Promoter must provide him/her with an official LIVLabs retail receipt at or prior to the time of the initial sale and every sale thereafter. Promoter will need to customize the template with his/her personal information. If the customer exercises the right to cancel the sale, Promoter shall follow the refund procedures described in this section.
- (c) The customer should return all unused Product to LIVLabs. These sales receipts set forth:
  - (i) the consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the sales receipt up to ten (10) days after the end customer receives a copy of the receipt or invoice; and
  - (ii) LIVLabs' thirty (30) day return policy. The retail sales receipt may be downloaded from the Promoter's back office in template form. Promoters must duplicate the form and provide one to the retail customer and retain a copy for their records.

### 10.3 Insufficient Funds

- (a) All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.
- (b) Any outstanding balance owed to LIVLabs by a Promoter or Customer of a Promoter from NSF (non-sufficient funds) or insufficient fund fees (ACH), will be withheld by LIVLabs from that Promoter's future bonus and commission funds.
- (c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Promoter, constitute grounds for disciplinary sanctions or termination of the account.
- (d) If a credit card order or automatic debit is declined the first time, the Customer or Promoter will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Promoter may be deemed ineligible to purchase LIVLabs products or services or participate in the monthly auto-ship. Note: Participation by Promoters in LIVLabs' monthly auto-ship, which is a recurring product order program, is entirely optional, and is not required in order to become a Promoter, move up in rank, or otherwise, fully participate in the Rewards Program.

### 10.4 Credit Card Purchases

- (a) Credit card purchases may only be made by the individual whose name and address are on the credit card. Any Promoter or Customer who uses another individual's credit card to pay for purchases risks having his/her Account being placed on suspension pending an investigation and resolution of any complaints regarding unauthorized charges. LIVLabs considers such transactions fraudulent and will report them to the proper authorities for settlement.
- (b) Under no circumstance will any Promoter and/or Customer chargeback any credit card purchases. Any Promoter and/or Customer Account associated with any credit card chargeback request will be terminated immediately without notice to the Promoter or Customer. If an erroneous charge is applied to a Promoter and/or Customer's credit card, the Promoter or Customer should immediately contact the LIVLabs Support Team via email at **support@LIVLabs.com** to initiate an investigation and resolution.
- (c) All Promoter or Customer requests for refunds or returns must be done in accordance with these Policies.

### 10.5 Sales Tax Obligation

- (a) The Promoter shall comply with all federal and local taxes and regulations governing the sale of LIVLabs products and services.
- (b) LIVLabs will collect and remit sales tax, on Promoter orders. When orders are

placed with LIVLabs, sales tax is prepaid based upon the suggested retail price. LIVLabs will remit the sales tax to the appropriate Provincial and local jurisdictions. The Promoter may recover the sales tax when he or she makes a sale. LIVLabs Promoters are responsible for any additional sales taxes due on products marked up and sold at a higher price.

- (c) LIVLabs encourages each Promoter to consult with a tax advisor for additional information for his or her business.
- (d) LIVLabs required to charge and remit sales tax to the various states and U.S territories based on the retail price.

## 10.6 Refund Policy

- (a) LIVLabs Customers:
  - (i) If within the first thirty (30) days you are not satisfied with the product you must contact support@LIVLabs.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After thirty (30) days and up to ninety (90) days post-purchase, you must contact support@LIVLabs.com to return the remaining sellable portion of the product for a full refund, minus shipping and handling charges incurred.
- (b) LIVLabs Promoters:
  - (i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact **support@LIVLabs.com** to return the unused portion of the product for a full refund, minus shipping and handling charges. Your promoter account will then be subject to six (6) months suspension.
  - (ii) Between thirty (30) and ninety (90) days, if you are not 100% satisfied with our products or are unable to sell them, you may return the items for a refund if the products are in resalable condition. (\*Resalable condition means in sealed enclosed boxes with wrapper intact.) The refund shall be 70% percent of the original price for all returned product. Any shipping and handling charges incurred will not be refunded.
- (c) Problems with Shipments:
  - (i) If within thirty (30) days of the expected reported delivery date, you do not notify support@LIVLabs.com of a problem with the receipt of your order, including but not limited to, failure to receive the product, improper sealing, damage to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.
- (d) All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. LIVLabs is not responsible for fluctuating exchange rates.

## 10.7 Return Process

- (a) All returns, whether by a Customer, or Promoter, must be made as follows:
  - (i) Obtain a Return Merchandise Authorization ("RMA") from LIVLabs by

contacting support@LIVLabs.com and submit a request.

- (iii) Ship items to the address provided by LIVLabs customer service when you receive your Return Merchandise Authorization.
- (iv) Provide a copy of the sales receipt or invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return. Ship product back in the original manufacturer's box exactly as it was delivered.
- (v) All returns must be shipped to LIVLabs pre-paid, as LIVLabs does not accept shipping collect packages. LIVLabs recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Promoter. If returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Promoter to trace the shipment of the product wherein no credit will be applied.
- (vi) The return of \$500 or more of products accompanied by a request for a refund within one (1) calendar year by a Promoter, may constitute grounds for involuntary termination.

## **11.0 LIVLABS OPPORTUNITY**

### **11.1 Presentation of Compensation Plan**

- (a) In presenting the LIVLabs opportunity to potential Customers and Promoters, a Promoter is required to comply with the following provisions:
  - (i) A Promoter shall make it clear that the Compensation Plan is based upon sales of LIVLabs products and services and upon the sponsoring of other Promoters.
  - (ii) A Promoter shall make it clear that success can be achieved only through substantial and diligent independent efforts.
  - (iii) A LIVLabs Promoter shall not make income projections, claims, or guarantees while presenting or discussing the LIVLabs opportunity or Compensation Plan to prospective Promoters or Customers. A LIVLabs Promoter should inform all Promoters that success requires substantial work.
  - (iv) A Promoter may not make any claims regarding products or services of any products offered by LIVLabs, except those contained in official LIVLabs literature.
  - (v) A Promoter may not use official LIVLabs material to promote the LIVLabs business opportunity in any country where LIVLabs has not established a "presence" or is duly authorized to conduct business.
- (b) A Promoter shall not misquote or omit any significant material fact about the Compensation Plan.

## 11.2 Sales Requirements Are Governed by the Compensation Plan

- (a) LIVLabs Promoters may purchase LIVLabs products and then re-sell them at any price they choose unless otherwise specified by LIVLabs or by any/its product suppliers on a per-product basis. LIVLabs will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a LIVLabs business. LIVLabs products may only be sold where LIVLabs is licensed or otherwise authorized to conduct business.
- (b) The LIVLabs program is built on sales to the ultimate consumer or end-user. LIVLabs encourages its Promoters to only purchase inventory, in reasonable quantities, that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Promoters must never attempt to influence any other Promoter to buy more products than they can reasonably use or sell to retail Customers in a month.
- (c) Each LIVLabs Promoter commits to personally use, sell, or use in business building at least 70% of every order placed with LIVLabs prior to placing another order, and must be able to certify as much if demanded by LIVLabs or by any regulatory agency. **Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited.** LIVLabs retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

## 12.0 PROPRIETARY INFORMATION & TRADE SECRETS

### 12.1 Business Reports, Lists, and Proprietary Information

- (a) By agreeing to the LIVLabs Promoter Agreement, the Promoter acknowledges that business reports, lists of Customer and Promoter names and contact information, and any other information, which contain financial, scientific, or other information both written or otherwise circulated by LIVLabs or pertaining to the business of LIVLabs (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to LIVLabs.

### 12.2 Obligation of Confidentiality

- (a) During the term of the LIVLabs Promoter Agreement and for a period of two (2) years after the termination or expiration of the Promoter Agreement between the Promoter and LIVLabs, the Promoter shall not;
- (b) Use the information in the Reports to compete with LIVLabs or for any purpose other than promoting his or her LIVLabs business;
- (c) Use or disclose to any person or entity any confidential information contained in the reports, including the replication of the genealogy in another network marketing company.

### **12.3 Breach and Remedies**

- (a) The Promoter acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to LIVLabs and to independent LIVLabs businesses. LIVLabs and its Promoters will be entitled to injunctive relief or to recover damages against any Promoter who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of lawyer's fees, court costs, and expenses.

### **12.4 Return of Materials**

- (a) Upon demand by LIVLabs, any current or former Promoter will return the original and all copies of all "Reports" to LIVLabs together with any LIVLabs confidential information in such person's possession.

## **13.0 PRIVACY POLICY**

### **13.1 Introduction**

- (a) This Privacy Policy is to ensure that all Customers and Promoters understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section 7.0, all Promoters must comply with applicable privacy laws governing the collection, use, and disclosure of Customer and fellow Promoter information.

### **13.2 Expectation of Privacy**

- (a) LIVLabs recognizes and respects the importance its Customers and Promoters place on the privacy of their financial and personal information. LIVLabs will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers, and Promoters' financial and account information and nonpublic personal information.
- (b) By entering into the Promoter Agreement, a Promoter or Customer authorizes LIVLabs to disclose his or her name and contact information to upline Promoters solely for activities related to the furtherance of the LIVLabs business. A Promoter hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the LIVLabs business.

### **13.3 Employee Access to Information**

- (a) LIVLabs limits the number of employees who have access to Customer and Promoter nonpublic personal information.

### **13.4 Restrictions on the Disclosure of Account Information**

- (a) LIVLabs will not share non-public personal information or financial information about current or former Customers or Promoters with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Promoters' interests or to enforce its rights or obligations under these Policies and Procedures, or Promoter's Agreement or with written

permission from the account holder on file.

## **14.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS**

### **14.1 Labeling, Packaging, and Displaying Products**

- (a) A LIVLabs Promoter and/or Customer may not re-label, re-package, refillor alter labels of any LIVLabs product, or service, information, materials, or program(s) in any way. LIVLabs products and services must only be sold in their original containers from LIVLabs. Such re-labeling or re-packaging violates federal and regulatory laws, which may result in criminal or civil penalties or liability.
- (b) A LIVLabs Promoter shall not cause any LIVLabs product or service or any LIVLabs trade name to be sold or displayed in retail establishments except;
  - (i) Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons);
  - (ii) Where the retail establishment is owned or managed by the LIVLabs Promoter and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- (c) A Promoter may sell LIVLabs products and services and display the LIVLabs trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of LIVLabs.
  - (i) A Promoter or Customer is prohibited to sell LIVLabs products and services and display the LIVLabs trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.
  - (ii) LIVLabs reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the LIVLabs opportunity.

### **14.2 Use of Company Names and Protected Materials**

- (a) A LIVLabs Promoter must safeguard and promote the good reputation of LIVLabs and the products and services it markets. The marketing and promotion of LIVLabs, the LIVLabs opportunity, the Compensation Plan, and LIVLabs products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices promotional materials supplied or created by LIVLabs must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the LIVLabs Compliance Department.
- (b) The name of LIVLabs, each of its product and service names, and other names that have been adopted by LIVLabs, in connection with its business are

proprietary trade names, trademarks, and service marks of LIVLabs. As such, these marks are of great value to LIVLabs and are supplied to Promoters for their use only in an expressly authorized manner.

- (c) A LIVLabs Promoter's use of the name "LIVLabs" is restricted to protect LIVLabs proprietary rights, ensuring that the LIVLabs protected names will not be lost or compromised by unauthorized use. Use of the LIVLabs name on any item not produced by LIVLabs is prohibited except as follows:
  - (i) [Promoter's name] Independent LIVLabs Promoter or Distributor.
  - (ii) [Promoter's name] Independent Promoter of LIVLabs products and services.
- (d) Further procedures relating to the use of the LIVLabs name are as follows:
  - (i) All stationary (i.e., letterhead, envelopes, and business cards) bearing the LIVLabs name or logo intended for use by the LIVLabs Promoter must be submitted via email to the LIVLabs Compliance Department for approval. Submit to: [compliance@LIVLabs.com](mailto:compliance@LIVLabs.com).
  - (ii) LIVLabs Promoters may list "Independent LIVLabs Promoter" in the white pages of the telephone directory under his or her own name.
  - (iii) LIVLabs Promoters may not use the name LIVLabs or LIVLabs in answering his or her telephone, creating a voice message, or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent LIVLabs Promoter."
- (e) Certain photos and graphic images used by LIVLabs in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Promoters. If a Promoter wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- (f) A LIVLabs Promoter shall not appear on or make use of television or radio or make use of any other media to promote or discuss LIVLabs or its programs, products, or services without prior written permission from the LIVLabs Compliance Department.
- (g) A Promoter may not produce for sale or distribution any Company event or speech, nor may a Promoter reproduce LIVLabs audio or video clips for sale or personal use without prior written permission from the LIVLabs Compliance Department.
- (h) LIVLabs reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Promoter.
- (i) A Promoter shall not promote non-LIVLabs products or services in conjunction with LIVLabs products or services on the same social media site or same advertisement without prior approval from LIVLabs Compliance Department.

- (j) Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by LIVLabs may not be made except those contained in official LIVLabs literature. In particular, no Promoter may make any claim that LIVLabs products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate LIVLabs policies, but they also potentially violate federal and provincial laws and regulations.

### **14.3 Faxes and E-mail - Limitations**

- (a) Except as provided in this section, a Promoter may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or "spamming" that advertises or promotes the operation of his or her LIVLabs business. The exceptions are:
  - (i) E-mailing any person who has given prior permission or invitation;
  - (ii) E-mailing any person with whom the Promoter has established a current business or personal relationship.
- (b) In all states or U.S. or International territories where prohibited by law, a Promoter may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
  - (i) All e-mail or computer broadcasted documents subject to this provision shall include each of the following; A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
  - (ii) A clear return path or routing information;
  - (iii) The use of legal and proper domain name;
  - (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
  - (v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
  - (vi) The true and correct name of the sender, valid senders' fax or e-mail address, and a valid sender physical address;
  - (vii) The date and time of the transmission;

- (viii) Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, a LIVLabs Promoter shall not transmit any further documents to that recipient.
- (c) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
  - (i) Use of any third-party domain name without permission;
  - (ii) Sexually explicit materials.

#### **14.4 Internet and Third-Party Website Restrictions**

- (a) A Promoter and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell or advertise their LIVLabs business. A Promoter and/or Customer is prohibited to use or attempt to register any of LIVLabs' trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the LIVLabs name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.
- (b) A LIVLabs Promoter may not sell LIVLabs products, services, or offer the Business Opportunity using "online auctions," such as eBay®, Amazon, Etsy, or other external retail websites or auction sites.
- (c) Social Media sites may be used to sell or offer to sell LIVLabs products or services. PROFILES A PROMOTER OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE LIVLABS IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE PROMOTER AS AN INDEPENDENT LIVLABS PROMOTER, and when a Promoter and/or Customer participates in those communities, Promoters and/or Customers must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at LIVLabs' sole discretion, and offending Promoter and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the LIVLabs approved library, official LIVLabs website, or social media outlet. If a link is provided, it must link to the posting Promoter's Replicated website.
- (d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Promoters will be subject to disciplinary action.
- (e) Promoters and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Promoters or Customers create or leave must be useful, unique, relevant, and specific to the blog's article.
- (f) Promoters and/or Customers must disclose their full name on all Social Media postings, and conspicuously identify themselves as Independent LIVLabs Promoter for LIVLabs. Anonymous postings or use of an alias is prohibited.
- (g) Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the LIVLabs income

opportunity, LIVLabs' products and services, and/or your biographic information and credentials.

- (h) Promoter and/or Customer are personally responsible for their postings and all other online activity that relates to LIVLabs. Therefore, even if a Promoter does not own or operate a blog or Social Media site, if a Promoter and/or Customer posts to any such site that relates to LIVLabs or which can be traced to LIVLabs, the Promoter is responsible for the posting. Promoter and/or Customer are also responsible for postings which occur on any blog or Social Media site that the Promoter and/or Customer owns, operates, or controls.
- (i) As a LIVLabs Promoter, it is important to not converse with any person who places a negative post against you, other Promoters, or LIVLabs. Report negative posts to LIVLabs at support@LIVLabs.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as LIVLabs, and therefore damages the reputation and goodwill of LIVLabs.
- (j) The distinction between a Social Media site and a website may not be clear-cut because some Social Media sites are particularly robust, LIVLabs, therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.
- (k) If your LIVLabs business is canceled for any reason, you must discontinue using the LIVLabs name, and all of LIVLabs' trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent LIVLabs Promoter, you must conspicuously disclose that you are no longer an Independent LIVLabs Promoter.
- (l) Failure to comply with these Policies for conducting business online may result in the Promoter losing their right to advertise and market LIVLabs products, services, and LIVLabs' business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

#### **14.5 Advertising and Promotional Materials**

- (a) You may not advertise any LIVLabs products or services at a price LESS than the highest company published, established retail price of ONE offering of the LIVLabs product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
- (b) Advertising and all forms of communications must adhere to principles of honesty and propriety.
- (c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the LIVLabs Compliance Department.
- (d) All requests for approvals with respect to advertising must be directed in writing to

the LIVLabs Compliance Department.

- (e) A Promoter who is currently paid at the Circle of Champions rank may create his or her own ads or promotional materials including the development of commercials or infomercials. However, all such materials, and any subsequent changes thereto, shall be submitted to the LIVLabs Compliance Department for approval.
- (f) Circle of Champions are encouraged to work with the Compliance Department prior to the production of commercials, infomercials, or websites.
- (g) LIVLabs reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Promoter.

#### **14.6 Testimonial Permission**

- (a) By agreeing to the LIVLabs Promoter Agreement, a Promoter gives LIVLabs permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the LIVLabs Business Opportunity, a Promoter waives any right to be compensated for the use of his or her testimonial or image and likeness even though LIVLabs may be paid for items or sales materials containing such image and likeness and represents that any testimonial represents Promoter's current, original, honest opinion thoughts, beliefs, findings or experiences, based on Promoter's actual experience with LIVLabs and any stated use of LIVLabs products and/or services, and agrees to notify Promoter immediately of any changes in the views expressed in the testimonial. In some cases, a Promoter's testimonial may appear in another Promoter's advertising materials. If a Promoter does not wish to participate in LIVLabs sales and marketing materials, he or she should provide a written notice to the LIVLabs Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

#### **14.7 Telemarketing - Limitations**

- (a) A LIVLabs Promoter must not engage in telemarketing in relation to the operation of the Promoter's LIVLabs business. The term "telemarketing" means the placing of one or more telephone calls, texts, emails, or facsimile transmissions to an individual or entity to induce the purchase of LIVLabs products or services or to recruit them for the LIVLabs opportunity.
- (b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- (c) While a Promoter may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone

whose telephone number is listed on the Federal "Do Not Call" registry could cause the Promoter to violate the law. These regulations must not be taken lightly, as they carry significant penalties.

- (d) "Cold calls" or unsolicited calls/text/emails/faxes made to prospective Customers or Promoters in order to promote LIVLabs products, services, or the LIVLabs opportunity is considered telemarketing and is prohibited.
- (e) Exceptions to Telemarketing Regulations
- (f) A LIVLabs Promoter may place telephone calls or faxes to prospective Customers, or Promoters under the following limited situations:
  - (i) If the Promoter has an established current business relationship with the prospect;
  - (ii) In response to the prospect's personal inquiry or application regarding a product or service offered by the LIVLabs Promoter, within 3 months immediately before the date of such a call/fax;
  - (iii) If the Promoter receives written and signed permission from the prospect authorizing the Promoter to call/fax;
  - (iv) If the call/fax is to family members, personal friends, and acquaintances. However, if a Promoter makes a habit of collecting business cards from everyone, he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption;
  - (v) LIVLabs Promoters engaged in calling "acquaintances," must make such calls/faxes on an occasional basis only and not as a routine practice.
- (g) A Promoter shall not use automatic telephone dialing systems in the operation of his or her LIVLabs businesses.
- (h) Failure to abide by LIVLabs policies or regulations as set forth by the federal government regarding telemarketing may lead to sanctions against the Promoter's position, up to and including termination of the position.
- (i) By signing the Promoter Agreement, or by accepting commissions, other payments, or awards from LIVLabs, a Promoter gives permission to LIVLabs and other Promoters to contact them as permitted under the Federal Do Not Call regulations.
- (j) In the event a Promoter violates this section, LIVLabs reserves the right to institute legal proceedings to obtain monetary or equitable relief.

## **15.0 INTERNATIONAL MARKETING**

### **15.1 International Marketing Policy**

- (a) A LIVLabs Promoter is authorized to sell LIVLabs products and services, to Customers and Promoters only in the countries in which LIVLabs is authorized to conduct business, according to the Policies and Procedures of each country. LIVLabs Promoters may not sell products or services in any country where LIVLabs products and services have not received applicable government authorization or approval.
- (b) A Promoter may not, in any unauthorized country, conduct sales, enrollment, or training meetings, enroll or attempt to enroll potential Customers or Promoters, nor conduct any other activity for the purpose of selling LIVLabs products and services, establishing a sales organization, or promoting the LIVLabs business opportunity.

## **16.0 REFUND POLICY**

You may request a refund of any amounts charged by contacting customer service at support@myLIVLabsnow.com. If for any reason you are not completely satisfied with any LIVLabs Health product purchased directly from LIVLabs Health via our website, you may request a refund within 30 days from the date of purchase for a full refund or exchange. Refunds and exchanges will be made to the credit card with which the product was purchased. You will need the following to make your request for refund:

- Proof of Purchase
- Unused portion of the product or empty product containers

Your refund includes only the cost of the product. It does not include the costs of shipping. Before any product is returned to LIVLabs, the promoter or customer must contact customer support to obtain a Return Merchandise Authorization ("RMA") number. Any package received without this information on the outside of the box may be refused and may result in a refund not issuing.

## **17.0 AUTO SHIP CANCELLATION**

Please email to cancel or modify your auto-ship at any time at support@LIVLabsnow.com without penalty. You can also modify or cancel your order at any time on your portal. By selecting the "auto-ship" option on our order form, you are giving LIVLabs LLC authorization to submit paperwork on your behalf to the manufacturer to enroll you in the automatic shipping program. The manufacturer (LIVLabs) will ship your products directly to you. You are also authorizing LIVLabs to charge your credit card for the products you have ordered on a monthly basis.

You may cancel at any time without obligation and without penalty by emailing Support@myLIVLabsnow.com or canceling the order on the myLIVLabsNow.com portal. All auto-ship cancellations must be performed or delivered to LIVLabs within 3 business days of the next shipment to guarantee cancellation of that shipment.

## **18.0 SHIPPING POLICY**

### **Shipment processing time and rates**

All orders are processed within 2-3 business days. Orders are not shipped or delivered on weekends or holidays.

If we are experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.

Shipping charges for your order will be calculated and displayed at checkout.

Delivery delays can occasionally occur.

### **Damages**

LIVLabs Health is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.

Please save all packaging materials and damaged goods before filing a claim.

**Our Returns Policy provides detailed information about procedures for returning your order.**

## **19.0 LIVLABS GLOSSARY OF TERMS**

**ACTIVE PROMOTER:** A Promoter who is in good standing with respect to the Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

**AGREEMENT:** The contract between LIVLabs and each LIVLabs Promoter and Customer; includes the Promoter Agreement, the LIVLabs Policies and Procedures, and the LIVLabs Compensation Plan, all in their current form and as amended by LIVLabs in its sole discretion in accordance with the terms hereof. These documents are collectively referred to as the "Agreement."

**CANCEL:** The termination of a Promoter's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

**COMPENSATION PLAN:** The guidelines and referenced literature for describing how Promoters can generate commissions and bonuses. See LIVLabs Health compensation plan at LIVLabsnow.com.

**CUSTOMER:** A Customer who purchases LIVLabs products and does not engage in building a business or retailing product.

**PROMOTER:** A Promoter who enrolls a Customer, Retailer, or another Promoter into the Company, and is listed as the Sponsor on the Promoter Agreement. The act of enrolling others and training them to become Promoters is called "Sponsoring."

**\*Note: Any reference to "personally enrolling/sponsoring" herein is simply descriptive of the method of building a community of Promoters, i.e., personally, enrolling other participants into the Plan. The phrase is not intended to imply any connection between the simple act of recruitment, sponsorship, or enrollment, and payment of compensation.**

**PROMOTER'S/PROMOTER'S WALLET:** Is a secure site that manages Promoter's commissions.

**SPONSOR\***: A Promoter who enrolls a Customer, Retailer, or another Promoter into the Company, and is listed as the Sponsor on the Promoter Agreement. The act of enrolling others and training them to become Promoters is called "sponsoring."

**\*Note: Any reference to "personally enrolling/sponsoring" herein is simply descriptive of the method of building a community of Promoters, i.e., personally enrolling other participants into the Plan. The phrase is not intended to imply any connection between the simple act of recruitment, sponsorship, or enrollment, and payment of compensation.**

**PROMOTER**: An individual or entity who actively promotes, markets, and sells LIVLabs products for profit and who actively seeks and recruits others to do the same in accordance with the Agreement.

**LINE OF SPONSORSHIP (LOS)**: A report generated by LIVLabs that provides critical data relating to the identities of Promoters, sales information, and enrollment activity of each Promoter's organization. This report contains confidential and trade secret information which is proprietary to LIVLabs.

**ORGANIZATION**: The Customers and Promoters placed below a particular Promoter.

**OFFICIAL LIVLABS MATERIAL**: Literature, audio or videotapes, and/or any other materials developed, printed, published, or distributed by LIVLabs to Promoter and Customers.

**PLACEMENT**: Your position inside your Sponsor's organization.

**RECRUIT**: For purposes of the Agreement, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another LIVLabs Promoter or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

**RESALABLE**: Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labeling have not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current LIVLabs labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable discontinued, or as a seasonal item, shall not be resalable.

**UPLINE**: This term refers to the Promoter or Promoters above a particular LIVLabs Promoter or Sponsor in a sponsorship line up to the Company. It is the line of sponsors that links any particular Promoter to the Company.



