TRUVISION®

HEALTH

POLICIES AND PROCEDURES

12162 S Business Park Dr. Ste. 114 Draper, UT 84020

Effective March 1, 2018

TRUVISION HEALTH

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SECTION 1. INTRODUCTION

These Policies and Procedures are effective as of the date first displayed and replace and succeed all previous versions. All governing definitions are capitalized and located in Section 12.

1.1 - Policies and Compensation Plan Incorporated into the Agreement

TruVision Health, LLC, a Utah limited liability company (hereinafter "TruVision Health" or the "Company") is a direct sales company that markets its products and services through TruVision Health Independent Associate ("Associate(s)"). These Policies and Procedures, in their present form and as amended at the sole discretion of the Company, are incorporated into, and form an integral part of, the Associate Application and Agreement. Throughout these Policies and Procedures, when the term "Agreement" is used, it collectively refers to the Associate Application, these Policies and Procedures, the Marketing and Compensation Plan ("Compensation Plan"), the Business Entity Registration Form (if applicable), and any other written addendum or agreement between the Associate and the Company. These documents are incorporated by reference into the Associate Application (all in their current form and as amended by the Company). It is the responsibility of each Associate to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When Sponsoring or enrolling a new Associate, it is the responsibility of the Sponsoring Associate to ensure that the Applicant is provided with, or has online access to, the most current version of these Policies and Procedures and the Compensation Plan prior to his or her execution of the Associate Application. The execution of an Associate Application, acceptance of any benefits under the Agreement, or acceptance of bonuses or commissions constitutes the acceptance and consent of an Associate to abide and be bound by the Agreement and any amendments thereto.

1.2 - Purpose of the Agreement

TruVision Health is a direct sales company that markets its Products through Independent Associates. It is important to understand that the success of all Associates depends on the integrity of the men and women who market our Products. To clearly define the relationship that exists between Associates and TruVision Health, and to explicitly set a standard for acceptable business conduct, TruVision Health has established the Agreement. TruVision Health Associates are required to comply with all of the Terms and Conditions set forth in the Agreement, as well as all federal, state, and local laws governing their TruVision Health business and their conduct. Because Associates may be unfamiliar with many of these standards of practice, it is very important that they read and abide by the Agreement. Please review the information in this manual carefully. It explains and governs the relationship between the Associate, as an independent contractor and the Company. Questions regarding the Agreement should be directed to the Associate's Sponsor or the Company's Associate Education & Conduct Department via email at Compliance@TruVisionHealth.com.

1.3 - Changes to the Agreement

Because federal, state, and local laws, as well as the business environment, periodically change, the Company reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By entering into the Agreement, an Associate agrees to abide by all

amendments the Company elects to make. Amendments shall be effective thirty (30) days after publication of notice to all Associates that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment.

Notification of amendments shall be published in Official Company Materials. The Company shall provide or make available to all Associates a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official website (www.truvisionhealth.com); (2) electronic mail (e-mail); (3) inclusion in Company periodicals; (4) inclusion in Product orders or bonus payments; (5) posting in the Associate's Back-Offices; or (6) special mailings. It is the responsibility of each Associate to regularly and thoroughly review the most recently published Agreement. The continuation of an Associate's Independent Business, the acceptance of any benefits under the Agreement, or an Associate's acceptance of bonuses or Commissions constitutes acceptance of all amendments.

1.4 - Code of Ethics

The Company has made a commitment to provide its Associates top quality Products, exceptional support and a proven, successful Compensation Plan. An Associate may purchase Products directly from the Company for both personal use and for resale to consumers. In turn, the Associate agrees to represent the Products and income opportunity in an ethical and professional manner.

Each Associate agrees to abide by the following Code of Ethics:

1. An Associate shall abide by all of the terms and conditions of the Agreement.

2. An Associate shall not make any Company Product and/or income claim that is misleading, untruthful, unlawful, or unsupported by Official Company Materials.

3. An Associate shall be respectful of every individual he or she comes into contact with while acting as an Associate.

4. An Associate shall not make disparaging, untrue, slanderous, libelous, and/or derogatory statements about the Company, its competitors, Customers, or other Associates.

5. An Associate shall not attempt to change or obstruct the Sponsor relationship(s) of any other Associate.

6. An Associate shall at all times behave ethically and morally and shall not engage in any illegal or deceptive activity, including, but not limited to, that which would bring disrepute to the Company or other Associate.

7. An Associate shall not attempt to enroll or recruit a Person who is recognized as a minor in his or her state of residence.

SECTION 2 - BECOMING AN ASSOCIATE

2.1 - Requirements to Become an Associate

To become an Associate, each Applicant must:

a) Be the age of majority in the jurisdiction in which he or she resides, usually at least eighteen (18) years of age;
b) Reside in the United States, a U.S. Territory, or any Authorized Country that the Company has officially announced is open for business;
c) Purchase the Membership fee (optional for residents of North Dakota);
d) Submit a properly completed Associate Application to the Company for the country in which the Applicant resides; and
e) Upon request, provide the Company with other necessary documentation (including, but not limited to, work authorizations, proof of residency, and/or proof of ability to conduct business legally within the country listed on the Associate Application).

Completing the above-referenced requirements does not guarantee that an Associate Application will be accepted by the Company. The Company reserves the right to accept or reject any Associate Application for any reason or for no reason. Failure to complete an accurate Associate Application or provide documentation when requested may result in the immediate rejection of an Associate Application.

2.2 - No Product Purchase Required

Except for the purchase of the Membership Fee, no Person is required to purchase products, services, or sales aids, or to pay any charge or fee to become an Associate. In order to familiarize new Associates with TruVision Health products, services, sales techniques, sales aids, and other matters, the Company requires that they purchase a Membership fee.

2.3 - Associate Benefits

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

a) Sell Company Products and services;
b) Participate in the Compensation Plan (receive bonuses and Commissions, if eligible);
c) Sponsor other individuals as Customers or Associates into the Associate's Independent Business and thereby build a Marketing Organization and progress through the Compensation Plan;
d) Receive periodic Company literature and other Company communications;
e) Participate in Company-sponsored support, service, training, motivational, and recognition functions, upon payment of appropriate charges, if applicable; and
f) Participate in promotional and incentive contests and programs sponsored by the Company for Associates.

2.4 - Phoned Applications

An Applicant may be granted a temporary Independent Business if the Company processes the Applicant's Associates Application via the telephone. The temporary Independent Business allows the Applicant to order Company product for thirty (30) days. The temporary Independent Business is subject to all of the terms and conditions of the Agreement and may terminate if the executed, original Associates Application or electronic copy of the same is not received by the Company within thirty (30) days from the date of the initial telephone call.

2.5 - Business Entities

A corporation, limited liability company (LLC), partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a TruVision Health Associate by submitting:

- Written Request
- Associate Application
- Business Entity Registration Form
- IRS Form W-9 or SS-4 document issued by the IRS
- Entity Documents (articles of incorporation, articles of organization, or other documentation)

The Business Entity and its shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are jointly and severally liable for any indebtedness to TruVision Health, compliance with the Policies and Procedures, compliance with the Associate Agreement, and all other obligations to TruVision Health.

To prevent the circumvention of Section 5.2. (regarding transfers and assignments of TruVision business), if an additional partner, shareholder, member, or other Business Entity affiliate is added to a business entity, the original Applicant must remain as a party to the original Associate Application and Agreement. If the original Associate wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with Section 5.2. If this process is not followed, the business shall be terminated upon the withdrawal of the original Associate. All bonus and commission payments will be sent to the address of record of the original Associate. Please note that the modifications permitted within the scope of this paragraph do not include a change of Sponsorship. Changes of Sponsorship are addressed in Section 5.1 below. TruVision Health may, at its discretion, require notarized documents before implementing any changes to an Independent Business. Please allow thirty (30) days after the receipt of the request by TruVision Health for processing.

2.5.1 - Changes to a Business Entity

A Business Entity may change its status under the same Sponsor from an individual to a partnership, LLC, corporation, or trust, or from one type of entity to another. There is a twenty-five-dollar ($25 USD or equivalent local currency) fee for each change requested, which must be included with the listed documents in Section 2.5. Such changes shall be processed only once per year and must be submitted by the thirtieth (30th) day of November to become effective on the first (1st) day of January the following year. In addition, an

Associate operating his or her Independent Business utilizing a Business Entity must notify the Company of the addition or removal of any officers, directors, shareholders, managers, members, or business associates of the Business Entity.

2.6 - Identification

Upon request an Associate is required to provide his or her Social Security Number, Federal Employer Identification Number, or equivalent in his or her country of residence to the Company on the Associate Application for tax reporting (where required) and identification purposes (where permitted by law). The Company reserves the right to reject an Associate Application or cancel an Independent Business if this number is not provided. Upon enrollment, the Company will provide a unique Associate identification number (Associate ID number) to the Associate by which he or she will be identified. This number will be used to place orders and track commissions and bonuses.

2.7 - Inaccurate Information

An Associate must notify the Company as to any changes which may potentially affect the accuracy of his or her Associates Application. The Company reserves the right to reject or terminate an Associate's Application if the Company determines that the Associates Application or Business Entity Registration Form contains inaccurate or false information.

2.8 - Change of Address or Telephone

To ensure timely delivery of Company products, support materials, commission payments, and the occasional communication regarding an Associate's status, it is critically important that the Company's files are current. Associates planning to move should update their personal information via their Back-Office or send their new information to the Company's Customer Support Department. To guarantee proper delivery, two (2) weeks' advance notice must be provided to the Company on all changes.

In the event that an Associate or Customer desires to change or cancel the SmartShip, such modifications or cancellations must be received, and such changes must be made, at least two (2) full business days prior to the date the SmartShip is scheduled to run.

2.9 - Change of Residence

If an Associate changes his or her country of residence, he or she must submit to the Company a new Associate Application for the new country of residence along with documentation as proof of the new residence (e.g., a copy of the Associate's passport, driver's license, etc.). The Associate must also submit to the Company a one hundred-dollar ($100 USD or equivalent local currency) processing fee for second or greater requests. The Associate must abide by all of the terms and conditions of the Agreement as well as those specific to his or her new country of residence.

2.10 - Term and Renewal of an Independent Business

The term of an Associate Application is one (1) year from the date of its acceptance by the Company. An Associate must renew his or her Associate Application each year by paying an annual renewal fee of thirty-five dollars ($35 USD or equivalent local currency) on or before the anniversary date of his or her Date of Sign-Up. If the renewal fee is not paid within thirty

(30) days after the expiration of the current term of the Associate Application, the Associate Application may be cancelled. An Associate may elect to utilize the Automatic Renewal Program (ARP). Under the ARP, the renewal fee will automatically be charged to the Associate's credit card on file with the Company.

2.11 - Non-Exclusive Territory

The Agreement does not grant an exclusive franchise or territory to an Associate, and an Associate shall make no such claims or representations which state or imply otherwise. No franchise fees are required.

SECTION 3 - ASSOCIATE OBLIGATIONS & MANAGING AN ASSOCIATE BUSINESS

3.1 - Independent Contractor Status

An Associate is an independent contractor and is not a purchaser of a franchise or a business opportunity. The Agreement between the Company and an Associate does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Associate, and the Associate shall make no claims or representations which state or imply otherwise. An Associate shall not be treated as an employee for his or her services or for federal or state tax purposes. An Associate is responsible for paying local, state, and federal taxes due from all compensation earned as an Associate of the Company. The Associate has no authority (expressed or implied) to bind the Company to any obligation, including, but not limited to, making purchases or entering into any transactions in the Company's name. An Associate is responsible for his or her own decisions, actions, business expenses, and business plans. Each Associate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Associate Application, these Policies and Procedures, and applicable laws.

3.2 - Indemnification

An Associate is fully responsible for all of his or her verbal and/or written statements made regarding Company products, services, and the Compensation Plan which are not expressly contained in Official Company Materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. An Associate agrees to indemnify the Company and the Company's directors, officers, employees, and agents, and hold them harmless from any and all liability and/or loss (whether direct or indirect, consequential or economic loss), including judgments, civil and/or criminal penalties, damages, refunds, attorney fees, court costs, lost business, or other expenses incurred by or imposed on the Company as a result of the Associate's unauthorized representations or actions. The provisions of this Section shall survive the termination of the Agreement.

3.3 - Adherence to the Compensation Plan and Agreement

Associates must adhere to the terms of the TruVision Health Compensation Plan and Agreement as set forth in Official Company Material. Associates shall not offer the TruVision Health opportunity through, or in combination with, any other system, program, or method of

marketing other than that specifically set forth in Official Company Material. Associates shall not require or encourage other current or prospective Customers or Associates to participate in TruVision Health in any manner that varies from the program as set forth in Official Company Material. Associates shall not require or encourage other current or prospective Customers or Associates to execute any agreement or contract other than official Company Agreement in order to become a TruVision Health Associates. Similarly, Associates shall not require or encourage other current or prospective Customers or Associates to make any purchase from, or payment to, any individual or other entity to participate in the Compensation Plan other than those purchases or payments identified as recommended or required in Official Company Material.

3.4 - Adherence to Laws and Ordinances

An Associate shall comply with all federal, state, and local laws, ordinances, and regulations in the conduct of his or her business. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Associates because of the nature of their businesses. However, an Associate must obey those laws that do apply to him or her, including, but not limited to, any laws which apply to unfair competition or business practice. If a city or county official tells an Associate that an ordinance applies to him or her, the Associates shall be polite and cooperative, and immediately send a copy of the ordinance to the Company's Associates Education and Conduct Department via email at Compliance@TruVisionHealth.com. In most cases there are exceptions to the ordinance that may apply to Associates.

3.5 - Income Taxes

Each Associate is responsible for paying local, state and federal taxes on any income generated as an Independent Business. If an Independent Business is tax exempt, the Federal Tax Identification Number must be provided to the Associate Education & Conduct Department via email at Compliance@TruVisionHealth.com. Every year, TruVision Health will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over $600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of $5,000.

Upon reaching earnings of $500, the Associate must provide the Company with his or her Social Security Number, Federal Employer Identification Number, or equivalent Tax Identification Number in his or her country of residence. In the event the Company incurs any fines or penalties due to a Tax Identification Number/name mismatch, the Associate shall be held responsible for reimbursing the company.

3.6 - Continuing Development Obligations

3.6.1 - Ongoing Training

Any Associate who Sponsors another Associate into the Company must perform a bona fide assistance and training function to ensure that his or her Downline Organization is properly operating his or her Independent Business. An Associate must have ongoing contact and communication with the Associates in his or her Downline Organization. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Associates to Company meetings, training sessions, and other

functions. Upline Associates are also responsible to motivate and train new Associates in Company Product knowledge, effective sales techniques, the Compensation Plan, and compliance with the Policies and Procedures. Communication with and the training of downline Associates must not, however, violate Section 8(regarding the development of Associate-produced Sales Tools and promotional materials). An Associate must ensure that all downline Associates understand the terms and conditions of the Agreement and all applicable national and local laws. An Associate must monitor the Associates in his or her Downline Organization to ensure that downline Associates do not make improper product or business claims or engage in any illegal or inappropriate conduct. An Associate must, in the best interest of the Company, use his or her best efforts to quickly and privately resolve disputes between his or her downline Associates. Upon request, every Associate should be able to provide documented evidence to the Company of his or her ongoing fulfillment of the responsibilities of a Sponsor.

3.6.2 - Increased Training Responsibilities

As an Associate progresses through the various levels of leadership, he or she will become more experienced in sales techniques, Product knowledge, and understanding of the TruVision Health program. The Associate is responsible for sharing this knowledge with lesser experienced Associates within his or her Downline Organization.

3.6.3 - Ongoing Sales Responsibilities

Regardless of his or her level of achievement, an Associate has an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing his or her existing customers.

3.7 - Inventory Loading

An Associate must never purchase more products than he or she can reasonably use or sell to customers in one (1) month, and must not influence or attempt to influence any other Associates to buy more products than they can reasonably use or sell to customers in one (1) month.

3.8 - Conflicts of Interest

3.8.1 - Non-Solicitation

TruVision Health Associates are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively — “Network Marketing”).

If an Associate did not personally Sponsor another Associate or Customer on his or her Frontline, he or she is prohibited, during the term of the Agreement and for one (1) year following the date of termination of the Agreement, from Recruiting that Associate or Customer to sell or purchase products or services for another Network Marketing business or opportunity. This includes general solicitations on social networking sites where “friends” include Persons not personally Sponsored by the Associate and who are already Associates.

During the term of this Agreement and for a period of one (1) year thereafter, an Associate may not use any Social Media site on which they discuss or promote, or have discussed or

promoted, his or her Independent Business or the Company's products to directly or indirectly recruit Associate or Customer for another Network Marketing business or opportunity. In furtherance of this provision, an Associate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Associate or Customer relating to the Associate's other Network Marketing business activities.

Associates and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Associates and TruVision Health agree that this non-solicitation provision shall apply to all markets in which TruVision Health conducts business. This provision shall survive the termination or expiration of the Agreement.

As used in this Section 3.8 the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to convince, persuade, or influence in any way, directly, indirectly, or through a third-party (including, but not limited to, the use of a website), another Associate or Customer to sell or purchase products or services and/or to enroll or act as an independent distributor, employee, executive, or consultant to or on behalf of another direct selling, network marketing, or multi-level marketing company that operates in any way, conducts business, or has Distributors in any Authorized Country. This conduct constitutes Recruiting even if the Associate's actions are in response to an inquiry or communication made or initiated by another Associate.

3.8.2 - Associate Participation in Other Network Marketing Programs

If an Associate is engaged in other non-TruVision Health Network Marketing programs, it is the responsibility of the Associate to ensure that his or her Independent Business is operated entirely separate and apart from any other program in which the Associate participates. To this end, the following must be adhered to:

a) The Associate shall not display Company promotional materials, sales aids, products, or services with or in the same location as any non-Company promotional materials, sales aids, products, or services, including web pages.
b) The Associate may not offer the Company opportunity, products, or services to prospective or existing Customers or Associates in conjunction with any non-Company program, opportunity, product, or service.
c) The Associate may not offer any non-Company opportunity, products, services, or opportunity at any Company-related meeting, seminar or convention, or within two (2) hours and a five (5)-mile radius of the Company event. If the Company meeting is held telephonically or via the Internet, any non-Company meeting must be at least two (2) hours before or after the Company meeting, and on a different conference telephone number or Internet web address from the Company meeting.

3.8.3 - Targeting Other Direct Sellers

The Company does not condone Associates specifically or consciously targeting the sales force of another Network Marketing company to sell Company products or to become Associates

for the Company, nor does the Company condone Associates' solicitation or enticement of members of the sales force of another Network Marketing company to violate the terms of their contract with such other company. Should an Associate engage in such activity, he or she bears the risk of being sued by the other Network Marketing company. If any lawsuit, arbitration, or mediation is brought against an Associate alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, the Company will not pay any of the Associates' defense costs or legal fees, nor will the Company indemnify the Associate for any judgment, award, or settlement. Associates agree to indemnify the Company and Company's directors, officers, employees, and agents, and hold them harmless from any and all liability and/or loss (whether direct or indirect, consequential or economic loss) including judgments, civil and/or criminal penalties, damages, refunds, legal advice fees, court costs, or lost business incurred by or imposed on the Company as a result of any breach of the terms of this Section 3.8.3 by that Associate.

3.9 - Retail Sales

An Associate must comply with Company requirements regarding Retail Sales and maintain records of all Retail Sales for at least four (4) years. The Company reserves the right to monitor the Retail Sales of an Associate at any time without prior notice.

3.10 - Non-Disparagement

The Company strives to provide Associates with the best products, compensation plan, and service in the industry. Accordingly, the Company values constructive criticisms and comments. All such comments should be submitted in writing to the Company's Associate Education & Conduct Department via email at Compliance@TruVisionHealth.com. While the Company welcomes constructive input, negative comments and remarks made in the field by Associates about the Company, its products, or Compensation Plan serve no purpose other than to sour the enthusiasm of other Associates. For this reason, and to set the proper example for each Associate's Downline Organization, Associate must not make disparaging, demeaning, misleading, inaccurate, negative, or unfair statements, claims, representations, or comparisons about the Company, its competitors, other Associates, Company products, the Compensation Plan, or the Company's directors, officers, or employees, or any other services or commercial activities of the Company.

3.11 - Unethical Activity

An Associate shall not engage in unethical activity while conducting his or her Independent Business, nor shall he or she permit his or her downline Associate to engage in unethical activity. Examples of unethical activity include, but are not limited to: (a) unauthorized use of proprietary or Confidential Information; (b) use of another Person's credit card; (c) writing checks without sufficient funds; (d) making unapproved Product or income claims; (e) making false statements or misrepresentations of any kind; (f) failing to meet Sponsor responsibilities; (g) discrediting the Company and/or other Associate; (h) violating any laws or regulations; (i) violating the Code of Ethics; and (j) violating the Agreement.

3.12 - Bonus Buying Prohibited

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

Associate Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Associate or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Associates or Customers ("phantoms"); (d) Purchasing TruVision Health Products on behalf of another Associate or \ Customer, or under another Associate's or Customer's I.D. number, to qualify for Commissions or bonuses; (e) purchasing excessive amounts of goods 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 purchases by end user consumers.

3.13 – Line Switching, Cross-Line Recruiting and Enticement

Associates agree that maintaining the integrity of the line of Sponsorship in a Downline Organization is fundamental to network marketing. Accordingly, the Associate agrees to not engage in Line Switching, Cross-Line Recruiting, and/or Enticement.

"Line Switching" means applying for and becoming an Associate

a. when already an Associate
b. when holding a Beneficial Interest in another Independent Business; and/or
c. when less than six (6) months have passed since having been an Associate or having held a Beneficial Interest in another Independent Business.

"Cross-Line Recruiting" means the enrollment of another Associate (including an Associate whose Agreement was terminated within the preceding six (6) months or has Sponsored or purchased Product in the preceding six (6) months) to a different line of Sponsorship.

"Enticement" means soliciting, encouraging, offering benefits, or in any way aiding another Associate to Line Switch and/or Cross-Line Recruit. "Enticement", in regard to Customers, means soliciting, encouraging, offering benefits, or in any way aiding Customers to leave their current Sponsor and enroll with another Associate.

Associates shall not use a spouse's or relative's name, trade names, DBAs, assumed or fictitious names, corporations, partnerships, trusts, Tax Identification Numbers, or fictitious ID numbers to circumvent this policy. An Associate shall not demean, discredit, or defame other Associates in an attempt to entice another Associate to become part of the first Associate's Downline Organization.

Because Line Switching, Cross-Line Recruiting, and Enticement can be detrimental to everyone involved, any Associate who believes or has reason to believe that another Associate is in violation of this policy has an affirmative obligation to notify the Company of such violation as soon as reasonably possible.

Should any Associate breach these covenants, TruVision Health may take any or all of the following actions:

a. Termination of the Associate Agreement of the Associate(s) in breach;
b. terminate the Associate Agreement(s) of the Associates(s) enrolled as a result of Line Switching, Cross-Line Recruiting, or Enticement. The Company may also move

all or part of the offending Associate's Downline Organization to his or her original Downline Organization if the Company deems it equitable and feasible to do so. **However, the Company is under no obligation to do any move(s) and the ultimate disposition of the organization remains within the sole discretion of the Company.**

Associates in violation of this policy waive all claims against TruVision Health that arise from or relate to the disposition of such Independent Business.

Line Switching, Cross-line Recruiting and Enticement applies only to the recruiting of existing Associates and does not apply to Persons who are not Associates of the Company. The Company cannot punish an Associate who solicits or entices a Person who has not previously been an Associate, but who has been contacted by another Associate. As with any commercial enterprise, Associates who invest time and money into a Person are taking a risk that the Person may choose to be Sponsored under someone else.

3.14 - Resolving Disputes

An Associate must, in the best interest of the Company, use his or her best efforts to quickly and privately resolve disputes between his or her downline Associates.

3.15 - Errors or Questions

If an Associate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Associate must notify the Company in writing within sixty (60) days of the date of the purported error or incident in question. The Company will not be responsible for any errors, omissions, or problems not reported to the Company within sixty (60) days.

3.16 - Holding Applications or Orders

An Associate must not manipulate enrollments of new Applicants and purchases of Company products. All Associates and Company Product orders must be sent to the Company within seventy-two (72) hours from the time they are signed by an Associate or placed by a customer, respectively.

3.17 - No Claims of Unique Relationship

An Associate does not have a unique relationship with, advantage with, or access to the Company (or its executives, officers, or employees) that other Associates of equal rank within the Company do not have, and an Associate shall make no claims or representations which state or imply otherwise.

3.18 - Detrimental Conduct

The Company may take appropriate action against an Associate if the Associates' conduct is determined by the Company to be disruptive or harmful to the Company, other Associates, and/or Customers pursuant to Section 9.

3.19 - No Reliance

The Company will not provide an Associate with professional advice, including, but not limited to, legal, tax, and financial advice. If such advice is provided by the Company to an Associate, it may not be relied upon by the Associate.

3.20 - Service Charges

Many services are provided to Associates by the Company without charge. However, special requests from Associates falling outside of these services are available to Associates for a fee. This applies to services that require special time and effort to fulfill, including requests relating to research, paperwork (including obtaining copies of invoices, applications, Downline Activity Reports, etc.), banking instructions, calculations, in-depth commission information that must be extracted, etc. Such requests are available to the Associates for a cost of forty dollars ($40 USD or equivalent local currency) per hour, plus actual costs, including photocopy expenses, professional fees, banking fees, etc.

3.21 - Insurance

An Associate may wish to arrange insurance coverage for his or her Independent Business. Homeowner's insurance policies do not cover business-related injuries or the theft of or damage to inventory or business equipment. The Company encourages Associate to contact their insurance agents to make certain that their business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to an Associate present home owner's policy. Each Associate is encouraged to consult with an attorney regarding the extent of his or her personal legal liability in relation to his or her Independent Business.

3.22 - Confidential Information

Notwithstanding any other provision of the Agreement, an Associate shall maintain strict confidentiality regarding Company trade secrets, Confidential Information, or other proprietary information, regardless of the source, and must not directly or indirectly disclose any such information to any third party, including, but not limited to, other Associate, Customers, or other Network Marketing businesses. The Associate agrees that such disclosure constitutes misuse, misappropriation, and a violation of the Agreement.

"Confidential Information" is information disclosed to Associates pursuant to the Agreement including, but not limited to, information regarding (1) downline organizations or Upline Associates, including Associates names and contact information, Customer information, and (2) Customer lists, business reports, commission or sales reports, business plans, projections, trade secrets, intellectual property, analyses, and related information and other financial and business information that would be reasonably understood to be confidential and/or give competitive advantage. An Associate does not own interest in any Confidential Information, including contact information in connection with the Associates' Independent Business or any other information related thereto, and may not sell, disseminate, or provide it to any other party. Associate access to such Confidential Information is confidential, and constitutes proprietary information and business trade secrets belonging to the Company. Such Confidential Information is provided to Associates in strictest confidence and is made

available to Associates for the sole purpose of assisting them in working with their respective Downline Organizations in the development of their Independent Businesses. An Associate understands and agrees that, before receiving Confidential Information from the Company, he or she may be required to sign a non-disclosure agreement. An Associate may not use Confidential Information to compete with the Company or for any other purpose than promoting the Company and its products and services.

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

- Directly or indirectly disclose the password or other access code to his or her Back-Office;
- Use any Confidential Information to compete with the Company or for any purpose other than promoting his or her Independent Business; or
- Recruit or solicit any Associate or Customer of the Company listed on any report or in the Associates' Back-Office, or in any manner attempt to influence or induce any Associate or Customer of the Company, to alter their business relationship with the Company.

The Associate understands and agrees that any disclosure of Confidential Information will cause irreparable damage to the Company; therefore, the Company is entitled to immediate, temporary, preliminary, and permanent injunctive relief, in addition to all other remedies available, including award of costs and fees necessarily incurred, to prevent or compensate for any violation of this policy. Upon Termination or expiration of the Agreement, the Associate agrees to discontinue the use of all Confidential Information and destroy or promptly return to the Company all Confidential Information under the control of or in his or her possession. The provisions of this Section shall survive Termination of the Agreement.

3.23 - Privacy of Associate Information

The Company will use the information provided by an Applicant on the Associate Application solely for evaluating the Associate Application and for related activities of the Associates. The Associate authorizes the Company to disclose his or her contact information to their immediate Sponsor. Additionally, the Associate authorizes the Company to disclose his or her contact information to their Sponsored Downline Associates up to three (3) levels below. The contact information may be used only for the Associate's Independent Business.

3.24 - Vendor Confidentiality/Communications

The Company's business relationships with its marketing alliances, vendors, suppliers, Company associates, or former employees within or outside the corporate workplace are confidential, proprietary, and not to be circumvented by either the Associate or the vendor. An Associate shall not contact, directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturer of the Company except at a Company-sponsored event at which the representative is present at the request of the Company or as otherwise expressly permitted in writing by the Company. Violation of this

regulation may result in Termination of the Associate Application and possible claims of damages against the Associate and/or the vendor. Questions regarding the provisions of this Section should be directed to the Associate Education & Conduct Department via email at Compliance@TruVisionHealth.com.

3.25 - Back-Office Access

The Company makes an online Back-Office available to each Associate. The Back-Office provides the Associate access to Confidential Information and proprietary information that may be used solely and exclusively to promote the development of an Associate's Independent Business and to increase sales of Company products. However, access to a Back-Office is a privilege and not a right. The Company reserves the right to deny an Associate's access to the Back-Office at its sole discretion.

3.26 - Notification of Adverse Action

In the event of potential or actual legal claims relating to an Associate's Independent Business or Downline Organization, the Associate must immediately notify the Associate Education & Conduct Department in writing via email at Compliance@TruVisionHealth.com. The Company reserves the right, at its sole discretion, to control the litigation or settlement of all legal claims that may adversely affect the Company. If the Company takes action in the matter, the Associate shall not interfere or participate in the matter.

3.27 - Use of Photo, Audio, or Video Image, and/or Testimonial Endorsement Release

The Company may take photos, audio or video recordings, or written or verbal statements of an Associate at Company events or may request the same directly from an Associate. The Associate agrees to and hereby grants the Company the absolute and irrevocable right and permission to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of the Company, or in any other name. Regardless of any other agreements or contracts the Associate may have with any other entity, the Associate agrees that any use by the Company as set forth in this Section shall be royalty free, is a work made for hire, and is not subject to any other claim. The Associate agrees to defend and indemnify the Company against any claims by any other party arising out of the Company's use of the rights granted herein.

The Associate confirms that the information he or she may give as a testimonial endorsement, or as represented in a photograph, video, or audio is true and accurate to the best of his or her knowledge. The Associate waives any right he or she may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed,

recorded, photographic, or video matter which may be used in connection with it, or any use that may be made of it.

The Associate agrees that photos, audio, or video recordings taken by the Associate or any third party at the Company's events or activities may not be used by the Associate or any third parties to promote any business other than the Associate's Independent Business.

3.28 - International Marketing

Due to the critical legal and tax considerations, the Company must limit the resale of the Company, Company products and services, and the presentation of the Independent Business to prospective Customers and Associates located within the United States and U.S. Territories and those other Authorized Countries that the Company has announced are officially opened for business. Moreover, allowing a few Associates to conduct business in markets not yet opened by the Company would violate the concept of affording every Associates the equal opportunity to expand internationally.

Accordingly, Associates are authorized to sell Company products and services and enroll Customers or Associates only in the countries in which the Company is authorized to conduct business, as announced in Official Company Material. Company products or sales aids cannot be shipped into or sold in any non-Authorized Country. The Company may specify certain countries subject to a "Pre-Launch Period" in which Associates may also conduct their Independent Business. The Company may formally announce a Pre-Launch Period at least thirty (30) days prior to the official opening. It is the Associate's responsibility to comply with all national and local laws, regulations, and ordinances when conducting his or her Independent Business. An Associate may sell, give, transfer, or distribute Company products or sales aids only in his or her home country. In addition, no Associate may, in any non-Authorized Country:

- conduct sales, enrollment or training meetings;
- enroll or attempt to enroll potential Customers or Associates; or
- conduct any other activity for the purpose of selling Company products, establishing a Downline Organization, or promoting the TruVision Health opportunity.

Additionally, an Associate has no authority to and shall not conduct the Associate Business (except as permitted herein), nor introduce or establish the Company's business or Product in a non- Authorized Country or any country that is not the subject of a Pre-Launch Period announcement from the Company. This includes, but is not limited to: any attempts to secure approval for Products or business practices; register or reserve the Company names, trademarks, trade names, or Internet domain names; or establish any kind of business or governmental contact on behalf of the Company.

SECTION 4 - SPONSORSHIP

4.1 - Sponsoring

An Associate in good standing has the right to Sponsor and enroll others into TruVision Health. The Company has the right to accept or reject each Associate Application submitted by such Applicants. Only Applicants residing in Authorized Countries may be Sponsored. Each prospective Customer or Associate has the ultimate right to choose his or her own Sponsor. If two Associates claim to be the Sponsor of the same new Associate or Customer, the Company shall regard the first Associate Application received by the Company as controlling the account of the new Associate.

When sponsoring a new Associate through the online enrollment process, the Sponsor may assist the new Applicant in filling out the enrollment materials. However, the Applicant must personally review and agree to the online Associate Application, the Policies and Procedures, and the Compensation Plan. The Sponsor may not fill out the online Associate Application on behalf of the Applicant or agree to these materials on behalf of the Applicant.

4.2 - Providing Documentation to Applicants

When sponsoring a new Applicant, an Associate must provide to the Applicant, or ensure the Applicant has online access to, the most current version of the Policies and Procedures and the Compensation Plan before the Applicant signs an Associate Application. Additional copies of the Policies and Procedures and Compensation Plan can be downloaded from the Company's website.

4.3 - Placement

An Associate is placed in his or her Sponsor's Downline Organization after the Company has accepted his or her Associate Application. If a Sponsor attempts to place a new Associates outside of his or her Downline Organization, the Company retains the right to make adjustments to the Associate's Downline Organization to ensure that all lines are complete, and payout is accurate.

SECTION 5 - SPONSORSHIP CHANGES, TRANSFERS, AND BENEFICIAL INTERESTS

5.1 - Change of Sponsor & Placement

An Associate may apply to change the Sponsor and/or Placement of itself or a personally Sponsored Associate, subject to the limitations described below. However, an Associate is permitted only one Sponsor change and one Placement change as described herein, and the respective change will be final. Because of the need to maintain the integrity of Downline Organizations, a Sponsor and/ or Placement change may not be feasible; therefore, the Company has complete discretion to allow or disallow any proposed change.

5.1.1 - Sponsor and/or Placement change process within 72 hours.

An Associate may apply to change the Sponsor and/or Placement of itself or a personally Sponsored Associate by filling out the Sponsor/Placement Change Form (within 72 hours)

and submitting the form to the Company within 72 business hours of the Associate's Date of Sign-up. This form can be found in the Associate's Back-Office or through the Associate Education and Conduct Department via email at Compliance@TruVisionHealth.com. It is the Company's sole and absolute discretion whether the requested change will be implemented.

5.1.2 - Sponsor and/or Placement change process outside 72 hours.

A fee of thirty-five dollars ($35 USD or equivalent local currency) will be charged for each Sponsor and/or Placement change request submitted. This fee will be charged even if the request is rejected by the Company. Sponsor/Placement Change Form (outside 72 hours) forms must be completed and received at the Company by 5 p.m. Mountain Time (-7 UTC Standard and -6 UTC Mountain Daylight Time) on the 20th day of the month. Requests received after this deadline will be processed for the following month. A discounted fee of twenty-five dollars ($25 USD or equivalent local currency) will apply to all Sponsor/Placement changes submitted and received at the Company by 5 p.m. Mountain Time (-7 UTC Standard and -6 UTC Mountain Daylight Time) on the 15th day of the month. A current and accurate Associate Agreement and Business Entity Registration Form, if applicable, must be on file for all Associates requesting a Sponsor/Placement change.

- **Placement Change Process**
  An Independent Business may be moved to a new position, within three (3) levels, in the Downline Organization of its immediate Placement if its Associate obtains the written authorization of the original Sponsor, the Placement Upline and the Associate itself, provided that:

  1. the move is within ninety (90) days from the Date of Sign-up; and

  2. the Associate has not reached the Lifetime Rank of Senior Associate.

- **Sponsor Change Process**
  An Independent Business may be moved to a new Sponsor within its original Sponsor's Downline Organization if the Associate obtains the written authorization of the original Sponsor and the Associate itself provided that:

  1. the move is within ninety (90) days from the Date of Sign-up; and

  2. the Associate has not reached the Lifetime Rank of Senior Associate.

5.1.3 - Moving Up

An Independent Business may be moved to a new Placement Upline provided it obtains written authorization from each Associate it moves above in Placement. Likewise, an Independent Business may be moved Upline to a new Sponsor provided its Associate obtains written authorization from each Associate it moves above in Sponsorship. Because of the need to maintain the integrity of Downline Organizations, a Sponsor and/ or Placement change may not be feasible; therefore, the Company has complete discretion to allow or disallow any proposed change.

5.1.4 - Termination and Re-Application

An Associate may legitimately change Downline Organizations by voluntarily cancelling his or her Independent Business. To voluntarily cancel an Independent Business, the Associate must submit a signed Termination letter or the Termination Form, available via email at Compliance@TruVisionHealth.com, and remain inactive for six (6) full calendar months.

During the six (6) month period of inactivity, the former Associate may not participate in any form of Associate activity, including, but not limited to, purchasing Company products for resale or as a Customer, selling Company products, Sponsoring other Associates, attending any Company functions, attending any Company-related functions sponsored by Associates, operating or assisting in the operation of an Independent Business, performing any activity or function that is normally performed by an Associate or such TruVision Health employees, or any other activity that in the sole discretion of the Company constitutes a meaningful promotion of the TruVision Health business.

Following the six (6) month period of inactivity, the former Associate may reapply under a new Sponsor; however, the Company may, at its discretion, accept or deny the Associate Application. The former Associate's downline will remain in their original line of Sponsorship. Any attempt to Cross-Line Recruit may result in disciplinary action. An Associate is prohibited from terminating his or her account and having his or her spouse enroll as an Associate, partner with another Associate, add his or her name to an existing Associate account, or anyone else with a Beneficial Interest in an attempt to circumvent this policy.
The Company will consider waiving the six (6)-month waiting period under exceptional circumstances. Such requests for waiver must be submitted to the Company in writing. The Company reserves the right to accept or reject such requests at its sole discretion.

5.1.5 - Waiver of Claims

In cases, wherein the appropriate Sponsorship change procedures have not been followed, and a Downline Organization has been developed in the second Independent Business developed by an Associate, the Company reserves the sole and exclusive right to determine the final disposition of the Downline Organization. Resolving conflicts over the proper placement of a downline that has developed under a Downline Organization that has improperly switched Sponsors is often extremely difficult. Therefore, **ASSOICATES WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND/OR AGENTS THAT RELATE TO OR ARISE FROM THE COMPANY'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE MARKETING ORGANIZATION THAT DEVELOPS BELOW A MARKETING ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

5.2 - Sale, Transfer, or Assignment of an Independent Business

Although an Associate's TruVision Health Business is a privately owned, independently operated business, the sale, transfer, or assignment of an Independent Business is subject to certain limitations. If an Associate wishes to sell his or her Independent Business, the following criteria must be met:

a) Protection of the existing line of Sponsorship must always be maintained so that the Independent Business continues to be operated in that line of Sponsorship;
b) The buyer or transferee must be eligible to become a qualified Associate and must pay the Membership Fee.
c) An existing Associate may not purchase another Independent Business. The existing Associate must first terminate his or her Independent Business and wait six (6) calendar months before acquiring any interest in a different Independent Business.
d) An Associate who sells or transfers his or her Independent Business may not reapply to become an Associate under another Sponsor for a period of not less than six (6) months after the Company has approved the sale.
e) Without the Company's prior approval, a Person may not merge with, or acquire an interest in, a pre-existing Independent Business if the Person has engaged in Independent Business within the past two (2) years.
f) Before the sale, transfer, or assignment can be finalized and approved by the Company, any debt obligations the selling Associate has with the Company must be satisfied;
g) The selling Associate must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign an Independent Business;
h) The Independent Business that is being sold must have achieved the Current Rank (paid-as rank) of Senior Associate in a period of three (3) consecutive months prior to the date of the submission of the Sale/Transfer of an Independent Business form.

Prior to selling an Independent Business, the Associate must notify the Company of his or her intent to sell the Independent Business by submitting a properly completed request for approval of Sale/Transfer Form and a one hundred and fifty dollar ($150 USD or equivalent local currency) administrative fee to the Company. The Company reserves the right, in its sole discretion, to approve or disapprove any proposed sale, transfer, or assignment of an Independent Business. In the event the transaction is approved, upon complete execution of the purchase and sale agreement, the parties must submit copies of the same to the Associate Education & Conduct Department for review via email at Compliance@TruVisionHealth.com. The Company reserves the right to request additional documentation that may be necessary to analyze the transaction between the buyer and seller. The Associate Education & Conduct Department will, in its sole and absolute discretion, approve or deny the sale, transfer, or assignment within thirty (30) days after its receipt of all necessary documents from the parties.

If the parties fail to obtain the Company's approval for the transaction, the transfer shall be voidable at the Company's option. The purchaser of the existing Independent Business will assume the obligations and position of the selling Associate.

An Independent Business may be assigned or transferred without consideration (e.g., as a gift) subject to the Company's prior written approval. No changes in line of Sponsorship can result from the sale or transfer of an Independent Business.

5.2.1- Right of First Refusal

An Associate's Independent Business is subject to a Right of First Refusal ("RFR") to the Company, followed by a RFR to the Qualified Direct Upline of the Associate.

If an Associate receives a Bona Fide Offer to purchase his or her Independent Business the Associate shall first offer to sell such Independent Business to the Company on the same terms and conditions contained in the Bona Fide Offer. The Associate shall deliver the Bona Fide Offer in writing to the Company, and the Company shall have ten (10) business days in which to accept the offer. Evidence of a legitimate offer may include, but is not limited to, cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such Independent Business.

If the Company fails to exercise its RFR within the ten (10) business day time period, the Associate shall extend the same offer to its Qualified Direct Upline on the same terms and conditions as those contained in the Bona Fide Offer. The Company shall convey the Bona Fide Offer by providing written notice of the same to the Associate's Qualified Direct Upline. The Qualified Direct Upline shall have ten (10) business days in which to accept or reject such offer.

If the Qualified Direct Upline accepts the offer, he or she must provide written notice to the Company upon acceptance. In furtherance of this, the Qualified Direct Upline will have six (6) months to Sale, Transfer, or Assign the Independent Business to an eligible Person as set forth by Section 5.2, except (h). If the Qualified Direct Upline fails to Sale, Transfer, or Assign the Independent Business to a Person, the Independent Business shall be merged with the immediate Upline Sponsor.

If the Qualified Direct Upline fails to exercise his or her RFR within the time allotted, the Associate may transfer the Independent Business to the third party according to the same terms and conditions contained in the Bona Fide Offer, provided, however, that the Associate complies with all other transferring procedures contained in this Section and as may be established from time to time by the Company.

The RFR shall apply to each new Bona Fide Offer received by the Associate. The following circumstances are not subject to the RFR requirements in this Section; however, each instance requires that an amended Associate Application be filed with the company:

a) When the name of a Person who has a Beneficial Interest in the Independent Business is added to the Associate Application (e.g., a wife adding her husband).
b) When the name of a Person who no longer has a Beneficial Interest in the Independent Business is removed from the Associate Application (e.g., a minority member who is removed from an Independent Business; or a shareholder, not holding a controlling interest, sells his or her interest in an Independent Business.)

c) When the Associate is an individual and is transferring his or her ownership rights to a legal entity in which only that Associate has a Beneficial Interest (e.g., a husband and wife form a limited liability company to operate their Independent Business and are the only members/managers).

5.2.2 - Interpretation

The Company reserves the right to accept or reject any Sale/Transfer Form. The interpretation of these Policies and Procedures regarding the sale, assignment, or transfer of an Independent Business shall be made in a manner that serves the best interests of the Company.

5.3 - Merger

If one Associate is the Sponsor of the other, the two (2) Associates may elect to merge their Associate Businesses into a single Associate Business. Each Associate must submit an amended Associate Application to the Company and also obtain the Company's written consent. By submitting this information, both Associates agree that the merger is final.

5.4 - One Independent Business Per Associate and Per Household

An Associate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Independent Business. No individual may have, operate, or receive compensation from more than one Independent Business. An Associate's spouse or other member of an Associate's Immediate Household are prohibited from enrolling and having an Independent Business. The Company deems all Persons residing in the Associate's household a Beneficial Interest in their Independent Business. However, if adequate proof can be provided that another adult who is not a spouse is operating an Independent Business separately, the Company may waive this rule until circumstances change.

If an Associate marries another Associate, no effect will be given to the provisions of this section and the two may maintain separate Independent Business.

If an Associate is receiving the rights to another's Independent Business upon death, the Company may waive this policy, subject to the succession rules herein.

In determining whether or not an Associate has a Beneficial Interest, the Company considers the meaning of the term as set forth in the definition in Section 12 as well as the intent of such restriction.

5.5 - Actions of Household Members or Affiliated Individuals

If any member of an Associate's Immediate Household engages in any activity which, if performed by the Associate, would violate any provision of the Agreement, such activity will be deemed a violation by the Associate, and the Company may take disciplinary action pursuant to these Policies and Procedures against the Associate. Similarly, if any individual associated in any way with a corporation, partnership, trust, or other entity (collectively

"Affiliated Individual") violates the Agreement, such action(s) will be deemed a violation by the Affiliated Individual, and the Company may take disciplinary action against the Affiliated Individual.

5.6 - Effects of Divorce or Entity Dissolution on the Independent Business

In some cases, Associates operate their Independent Businesses as husband-wife partnerships, regular partnerships, corporations, limited liability companies ("LLCs"), or trusts (collectively referred to herein as "Business Entities"). At such time as a marriage may end in divorce or a Business Entity may dissolve, arrangements must be made to assure that any divorce or entity dissolution is accomplished so as not to adversely affect the interests and income of other Independent Businesses up or down the line of Sponsorship. If the separating parties fail to provide for the best interests of other Associates and the Company in a timely fashion, the Company will involuntarily terminate the Associate Application.

A spouse is deemed to have a Beneficial Interest in an Independent Business and all acts and omissions of the spouse shall be imputed to the Associate.

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

a) One of the parties may, with consent of the other(s), operate the Independent Business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize the Company to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.

b) The parties may continue to operate the Independent Business jointly on a "business-as-usual" basis, whereupon all compensation paid by the Company will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. The Company will continue paying earnings under the Compensation Plan in the same manner as prior to the separation or divorce until the Company is served with a legally binding certified copy of a divorce decree or other court order that provides direction on payment and/or disposition of the rights under the Agreement. Where there is a change in ownership as ordered by the court, the individual remaining as an Associate must submit an amended Associate Application.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving Business Entity be divided. Similarly, under no circumstances will the Company split commission and bonus payments between divorcing spouses or members of dissolving Business Entities. The Company will recognize only one Downline Organization and will issue only one (1) commission payment per Independent Business per commission cycle. Commission payments shall always be issued to the same individual or Business Entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the Independent Business in a timely fashion as determined by the Company, the Associate Application shall be involuntarily cancelled.

If a former spouse has completely relinquished all rights in the original Independent Business pursuant to a divorce, he or she is thereafter free to enroll under any Sponsor of his or her choosing without waiting six (6) calendar months. In the case of Business Entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the Independent Business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as an Associate. During this six (6) month waiting period, such individual must remain inactive as described in Section 5.1.4. In either case, however, the former spouse or business affiliate shall have no rights to any Associates in his or her former Downline Organization or to any former Customer(s) and must develop the new Independent Business in the same manner as would any other new Associate.

5.7 - Succession

An Associate may provide in his or her will that his or her Independent Business will pass to his or her heirs (who can properly qualify according to the Agreement) in accordance with applicable laws. The Company will honor such bequests if the Company is provided with certified copies of the death certificate and appropriate legal documentation establishing the right of the deceased Associate's heirs to the Independent Business. An Associate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument.

Whenever an Independent Business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and Commissions of the deceased Associate's Downline Organization provided the following qualifications are met. The successor(s) must:

- provide certified copies of the death certificate;
- provide appropriate legal documentation establishing the right of the deceased Associate heirs to the Independent Business;
- complete and execute an Associate Application;
- comply with terms and provisions of the Agreement; and
- meet all of the qualifications for the deceased Associate's status.

Bonus and commission payments of an Independent Business transferred pursuant to this Section 5.7 will be paid in a single payment jointly to the devisees. The devisees must provide the Company with an address of record to which all bonus and commission payments will be sent. If the Independent Business is bequeathed to joint devisees, they must form a Business Entity and acquire a Federal Tax Identification Number. The Company will issue all bonus and commission payments and one IRS Form 1099 MISC (Non-Employee Compensation) earnings statement to the Business Entity.

If the legal successor wishes to terminate the Independent Business, a written, signed statement of request to terminate must be submitted along with appropriate legal proof of death. If the legal successor to the Independent Business is already an existing Associate, the Agreement will be assigned to the existing Associate and the Company will allow the multiple Beneficial Interests through inheritance.

5.7.1 - Transfer Upon Death of an Associate

To effectuate a testamentary transfer of an Independent Business, the personal representative or executor of the estate of the deceased Associate must provide all necessary documentation to establish the right of the successor(s) to the subject Independent Business. The successor(s) must complete and execute an Associate Application and meet the other requirements set forth in Section 2.1.

5.7.2 - Transfer Upon Incapacitation of an Associate

To effectuate a transfer of an Independent Business because of incapacity, the trustee of the incapacitated Associate must provide all necessary legal documentation (including proof of such Associate incapacity) to establish the right of the subject trust and trustee to the subject Independent Business. The trustee must, on behalf of the trust, and execute an Associate Application and meet the other requirements set forth in Section 2.1.

SECTION 6 - COMPENSATION

6.1 - Product Sales

The Compensation Plan is based on the sale of Company products and services to end consumers. The success of an Associate depends largely on his or her own personal efforts. The Company does not guarantee any specific income or level of success of an Associate. An Associate must fulfill the Compensation Plan requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement. An Associate does not receive compensation for simply Sponsoring or recruiting other Associates. The only way to earn Commissions is through the sale of Products. The following sales requirements must be satisfied for an Associate to be eligible for commissions:

- An Associate must satisfy the Personal Volume and Group Volume requirements to fulfill the requirements associated with his or her rank as specified in the Compensation Plan. “Personal Volume” includes purchases made by the Associate and purchases from personally Sponsored Retail Customers. “ Group Volume” shall include the total sales Volume of all Associates and Preferred Customers in his or her Downline Organization, and shall also include the Associate’s Personal Volume.

6.2 - Bonus and Commission Qualifications

An Associate must be Commissions Qualified and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Associate complies with the terms of the Agreement, the Company shall pay commissions to the Associate in accordance with the Compensation Plan.

The Company will pay Commissions to qualified Associate on Product orders which: (i) are received by the Company before the end of the Commission period, and (ii) have been fully paid with appropriate payment.

Commissions are paid in the name of the Business Entity listed on the Associate Agreement. When no Business Entity is listed, Commissions are paid to the personal name of the first Person listed on the Associate Agreement.

6.3 - UniLevel and Bonus Pools

UniLevel and Bonus Pools Commissions are paid on or before the 10th day of each month. All non-online Product orders must be received by the Company before 5:00 p.m. Mountain Time (-7 UTC Standard and -6 UTC Mountain Daylight Time) on the last business day of the month to be included in that month's UniLevel Commission calculation. Online Product orders must be received by the Company before 11:59 p.m. Mountain Time on the last day of the month to be included in that month's UniLevel Commission calculation. For Three Star Directors and above, the cutoff date to review their Downline Organization will be 5:00 p.m. (MST) on the second business day of the following month.

6.4 - FastStart Commissions and Retail Difference

FastStart Commissions and Retail Difference are paid on the Mondays following the end of the weekly qualifying period. For an order to be included in a weekly qualifying period, it must be placed between midnight (12:00 a.m.) Monday morning and 11:59 p.m. the following Sunday evening.

6.5 - Adjustment to Bonuses and Commissions

An Associate receives bonuses and commissions based on the actual sales of Company products and services to end consumers. When a Product is returned to the Company for a refund or repurchase, or a service is cancelled, and the customer is entitled to a refund, either of the following may occur at the Company's discretion:

a) The bonuses and commissions attributable to the returned or repurchased Product or the refunded service will be deducted, in the period in which the refund is given and continuing every pay period thereafter until the bonuses and commissions are recovered, from the Associate who received bonuses and commissions on the sales of the refunded Product or cancelled service.

b) The Associate who earned commissions or bonuses based on the sale of the returned Product or cancelled service will have the corresponding points deducted from their Group Volume in the next period and all subsequent periods until such points are completely recovered.

6.6 - Errors

If an Associate believes that there is an error in the computation of Commissions and/or program qualifications, the error must promptly be brought to the attention of the Company. If such problems are not presented to the Company in writing within forty-five (45) days after the end of the relevant Commission period, the Associate waives all recourse with respect to such alleged error.

6.7 - No Manipulation

An Associate is strictly prohibited from manipulating, or attempting to manipulate, the Compensation Plan. Such manipulation may, in the discretion of the Company, result in disciplinary action, including the Termination of the Associate Application and the suspension of Commissions. Manipulation of the Compensation includes, but is not limited to, the following:

a) Purchasing large quantities of Company Product that is not sold through the direct marketing channel in the attempt to qualify for various Ranks or Commissions;
b) Placing orders in the Associate's Downline Organization in the attempt to qualify for various Ranks or Commissions; or
c) Any other action(s) that may violate state, federal, or foreign anti-pyramid scheme laws.

6.8 - Deductions and Offsets

The Company may, in its sole and absolute discretion, deem it appropriate to reclaim funds from an Associate's future earnings in accordance with any term or condition of the Agreement. Deductions may occur for any of the following reason, including, but not limited to, Product returns, fraudulent activity, credit card charge-backs, returned checks, commission errors, Sponsor changes, Placement changes, and/or disciplinary actions. Any fees will be assessed at the sole discretion of the Company.

6.9 - Sales Receipts

An Associate must provide his or her customers with two (2) copies of an official Company sales receipt at the time of the sale. These receipts set forth any consumer protection rights afforded by federal or state law. An Associate must maintain all Retail Sales receipts for a period of two (2) years and furnish them to the Company at the Company's request. In addition, an Associate must orally inform the buyer of his or her cancellation rights at the time of the sale.

6.10 - Reports

All information provided by the Company in online or telephonic Downline Activity Reports, including, but not limited to, Personal Volume and Group Volume (or any part thereof), and downline sponsoring activity, is believed to be accurate and reliable. Nevertheless, due to various factors including, but not limited to, the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; and credit card and electronic check charge-backs, the information is not guaranteed by the Company or any Persons creating or transmitting the information.

ALL PERSONAL AND GROUP VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT

BE LIABLE TO ANY ASSOCIATE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL VOLUME AND GROUP VOLUME INFORMATION (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BONUSES, OR COMMISSIONS; LOSS OF OPPORTUNITY; AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF THE COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO THE ASSOCIATE OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

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

SECTION 7 – ORDERING COMPANY PRODUCTS

7.1 - Inventory

The Company does not impose a minimum inventory requirement on its Associates. Each Associate must use his or her own judgement to determine the amount of inventory he or she will need for personal use and Retail Sales.

7.2 - Ordering

Products can be ordered by telephone, mail, facsimile, Internet, or by direct request at the Company's headquarters. The prices of Company products are subject to change at the discretion of the Company. Payment must be the exact amount of the order and may be made by those methods presently available. The Company accepts most major credit, debit and Prepaid cards (VISA, MasterCard and Discover). Checks, cash, PayPal, or ACH payments are not accepted. Orders must be paid in full prior to pick-up or shipping. All shipping and handling costs are based on delivery location and the amount of products ordered. An order placed over the phone is not deemed made to the Company until the Company's Customer Support Department provides the Associate or Customer an order number.

7.3 - Will Call

Where will call service is available, an Associate may pick up the order at the will call location. The Company may ship, at the Associate's expense, Company Product that has been marked for will call pick-up if the Product has not been picked up by the Associate within sixty (60) calendar days. If the Product is shipped to the Associate from the will call location, the Company may use any payment method noted on file to collect the shipping fees.

Alternatively, the Company may, in its sole discretion, declare the order abandoned and cause the Associate to forfeit the order. If the order is abandoned, the Associate releases the Company from any further obligation or liability.

7.4 - Back Orders

If the Company is temporarily out of stock on ordered Product, the back order will be filled first as new inventory arrives. Volume on back orders is credited to the week in which payment for the original order was received by the Company.

7.5 - Restrictions on Third Party Use of Credit Cards and Checking Account Access

An Associate shall not permit other Associates or Customers to use his or her credit card, or permit debits to his or her checking accounts, to enroll or to make purchases from the Company.

7.6 - SmartShip

As a service and convenience to Associates and Customers, TruVision Health offers a monthly automatic shipment program known as SmartShip, in which Associates may select the option of having a reoccurring order automatically processed between the 1st and the 25th of each month. If an Associate wishes to activate their SmartShip they may do so by contacting Customer Support Department or go through their Back-Office to enter their credit card information, choose a date with which the SmartShip will be processed and what to include in the order. The Associate may obtain tracking numbers from the Company after the Product is shipped. The scheduled dates for SmartShip processing, account charges, shipping or account changes are posted on the Associate's Back-Office and are subject to change by the Company from time to time.

Associates and Preferred Customers may choose between two (2) types of SmartShip:

1) Business Protect (Conditional): While enrolled on "Business Protect," if an Associate places any orders before their selected date of each month and if the Volume of the order(s) equals or exceeds the Volume of 100PV, then the order(s) will replace the SmartShip for that month. Orders placed after the SmartShip has been processed and all orders placed before SmartShip has been processed that do not equal or exceed the Volume of 100PV for that month will not be credited toward the SmartShip for that month or any following month; or
2) Standard (Unconditional): Upon establishing "Standard," the Associate will receive the shipment every month, regardless of the Volume ordered by that Associate at other times of any given month.

7.6.1 – Adverse Weather Shipping

The Company may utilize an adverse weather shipping program in certain geographic regions. This program is designed to prevent damage to Products from exposure to extreme weather conditions in certain regions. If used, the Associate waives any claim against the Company for delayed shipments.

7.6.2 - SmartShip Payment

Payments will be verified prior to processing SmartShip orders. In the event authorization is declined, the Company may attempt to contact the Associate or Customer and obtain alternate payment. If no alternate payment is received, the company may reattempt to obtain authorization no later than the last day of the given month. If authorization is not obtained by the end of the month, the order will be considered "unprocessed" and will not be included in Commission computation and processing. The Company will not be held responsible for Volume shortfalls due to unprocessed orders.

7.6.3 - SmartShip Loyalty Rewards Points

Associates and Customers who activate their SmartShip are eligible to receive Loyalty Rewards Points.

- Every successful SmartShip order earns 10% of the PV in Points.
  - (Example: 100PV =10pts)
- 10PV is the minimum eligible to earn Points.
- An active SmartShip with a minimum of 75PV is required to redeem Points.
- Points can be redeemed by contacting Customer Support Department.
- Points can be redeemed for a la carte Products only and have no cash value.
- Shipping and taxes are not included when redeeming Points. As such, the Associate or Preferred Customer is responsible for covering the cost.
- Points are valid for one (1) year from the date earned.
- Cancelation of SmartShip will result in the loss of Points.
- Any refunded SmartShip order will result in a loss of Points specific to that order refund.
- Redeemed products do not contain PV or CV.

SmartShip Loyalty Rewards Points will be lost in the event that an Associate or Customer cancels their SmartShip.

7.6.4 - SmartShip Changes or Cancellation

In the event that an Associate or Customer desires to change or cancel the SmartShip, such modifications or cancellations must be received, and such changes must be made, at least two (2) full business days prior to the date the SmartShip is scheduled to run. Such requests include, but are not limited to, changing the number of Products, shipping address, the payment method, etc.

7.7 - Automatic Renewal Program (ARP)

An Associate may choose to participate in the Automatic Renewal Program (ARP). ARP may be established at any time by contacting the Company. When instituting ARP at the time of enrollment, the Associate Application serves as confirmation for the setup. Under the ARP, the annual renewal fee will automatically be charged to the Associate's credit card on file with the Company on the anniversary date of the Associate's Sign-Up Date.

7.8 - The 70 Percent Rule

The Company imposes no specific minimum inventory requirement on Associates. An Associate must use his or her own judgment to determine the amount of inventory needed to sustain the Associate's projected Retail Sales and personal use. Associates are prohibited from ordering more than a reasonable amount of inventory. Additionally, Associates must not attempt to influence any other Associates to order more than a reasonable amount of inventory. By placing an order, an Associate certifies that he or she has sold or consumed at least 70 percent of their total inventory from previous orders. Each Associate that receives commissions and orders additional Product agrees to retain documentation that demonstrates compliance with this policy, including evidence of Retail Sales, for a period of at least four (4) years. An Associate agrees to make this documentation available to the Company at the Company's request. Failure to comply with this requirement or falsely representing the amount of Product sold or consumed in order to advance in the Compensation Plan constitute a breach of the Agreement and is grounds for Termination. Furthermore, a breach of this requirement entitles the Company to recover any commissions paid to the Associates for any period of time during which such documentation is not maintained or for which this provision has been breached.

7.9 - Sales Taxes

In designing the TruVision Health opportunity, one of our guiding philosophies has been to free Associates from as many administrative, operational, and logistical tasks as possible. In doing so, Associates are free to concentrate on those activities that directly affect their incomes, namely Product sales and enrollment activities. To these ends, TruVision Health relieves Associates of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes. By virtue of its business operations, TruVision Health is required to charge sales taxes on all purchases made by Associates and remit the taxes charged to the respective states. Accordingly, TruVision Health will collect and remit sales taxes on behalf of Associates, based on the suggested retail price of the Products, according to applicable tax rates in the state or province to which the shipment is destined. If an Associate has submitted, and TruVision Health has accepted, a current sales tax exemption certificate and sales tax registration license, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Associate. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by TruVision Health is not retroactive.

7.10 - Notice of Cooling-Off Period to Customers

When making a retail sale, an Associate shall verbally disclose the customer's rights to cancel the sale. Those rights are set forth in the pre-printed sales receipt provided by the Company, which sales receipts must be completed and delivered to the customer upon making the sale. The sales receipt may be downloaded by Associates from the Company's website. If the customer exercises the right to cancel the sale, the Associate making the sale shall follow the refund procedures described in Section 7.11. The customer should return all unused Product.

7.11 - Inventory Repurchase

7.11.1 - Return Policy

The Company offers a sampling program for people to try our Products prior to making a commitment to purchase larger quantities. This takes the place of a traditional "money back guarantee." We encourage all people to sample our Products prior to making any commitments to purchase larger volumes of Product. The Company reserves the right to review all returns on a case-by-case basis. Returns may cause promotions, Commissions and bonuses to be adjusted or reversed, affecting both the Associate making the return and any Upline Associate who received compensation on such purchase.

7.11.2 - Returns

The Company will offer a 90% return policy on items returned in Marketable condition within thirty (30) days of the delivery date. All Associate and Customer orders purchased directly from TruVision Health must be returned to TruVision Health at the Associate's/Customer's expense. All Products refunded are subject to bonus withholdings and qualification recalculations based on the original purchase date. If the purchases were made through a credit or debit card, the refund will be credited back to the same account.

Returns must have been personally purchased from TruVision Health. (Purchases from other Associates or third parties are not subject to refund.)

a) Returns must be in Marketable condition (see Definition of "Marketable" in Section 7.11.10).

b) Returns in Marketable condition and returned within 30-days of purchase will receive a 90% refund (less shipping costs.)

c) Product and marketing materials returned after 30-days will not be refunded, except as an inventory repurchase as specified in Section 7.11.7.

d) All returned Product exceeding $480 in any 12-month period, will be deemed an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms of Section 7.11.7, and the Associate's Agreement may be terminated.

7.11.3 - SmartShip Returns

Simply returning Product or refusing shipment is insufficient to cancel SmartShip. In order to cancel an SmartShip order, Associates must contact Customer Support Department, at least two (2) business day before the SmartShip order is to go through. All other policies listed in Section 7.11.2 apply to returns for SmartShip orders.

7.11.4 - Retail Purchases from an Associate's Inventory

If a customer returns Product to the Associate from whom it was purchased, it is up to the Associate's discretion on their Independent Business refund policy.

7.11.5 - Cooling-off Period

TruVision Health Associates must inform customers of their right to rescind a purchase or an order within 72 hours, and ensure that the date of the order or purchase is entered on an order form. A customer who makes a purchase of $25.00 or more has three (3) business days (Saturdays constitute business days) after the sale or execution of a contract to cancel the order and receive a full refund. Alaska residents have ten (10) days.

When an Associate makes a sale, or takes an order from a customer who cancels or requests a refund within the three (3) business day period, the Associate must promptly refund the customer's money as long as the Products are returned to the Associate in substantially as good condition as when received. All customers must be provided with two copies of an official sales receipt at the time of the sale. The back of the receipt must provide the customer with written notice of his or her rights to cancel the sales agreement.

7.11.6 - Product Returns with Agreement Cancellation

Notwithstanding anything herein to the contrary, the Company will refund 90% of the purchase price for all Product in Marketable condition (as defined in Section 7.11.10) and sales aids (except subscription services unless required by law) returned within twelve (12) months of the purchase date, upon cancellation of the Associate Application.

7.11.7 - Inventory Repurchase Upon Termination

Upon cancellation of an Associate's Agreement, the Associate may return Membership Fee, Products and sales aids for a 90% refund. In order to receive a refund from TruVision Health pursuant to this policy, the following requirements must be met:

a) The items being returned must have been personally purchased by the Associate from TruVision Health (purchases from other Associates or third parties are not subject to refund);
b) The items must be in Marketable condition (see Definition of "Marketable" in Section 7.11.10); and
c) The items must have been purchased from TruVision Health within one year prior to the date of cancellation.

If the purchases were made by credit card, the refund will be credited back to the same account. If an Associate was paid a bonus or commission based on a Product(s) that he or she purchased, and such Product(s) is subsequently returned for a refund, the bonus and/or commission that was paid to the Associate based on that Product purchase will be deducted from the amount of the refund.

7.11.8 - Montana Residents

A Montana resident may terminate his or her Associate Agreement within 15 days from the Sign-Up Date, and may return his or her Membership Fee for a full refund within such time period.

7.11.9 - Procedures for Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

a) All merchandise must be returned by the Associate or Customer who purchased it directly from TruVision Health.
b) Associates must call Customer Support Department to initiate a Return Merchandise Authorization (RMA). Customer Support Department will provide an RMA number which must be written legibly on the box(es) of each returned Product.
c) Associates must return Products to TruVision Health with the RMA number prominently displayed. Only returned Product with an RMA number will be refunded.
d) The Company accepts returns of Marketable Products.
e) All returns must be shipped to TruVision Health, shipping pre-paid and traceable. TruVision Health does not accept shipping-collect packages. The risk of loss in shipping for returned Product shall be on the Associate. If returned Product is not received by the Company, it is the responsibility of the Associate to trace the shipment.
f) All commissionable and qualifying volume will be deducted from the Associate account in connection to the return. All volume generating returns may result in Associates having future Commissions withheld.
g) All payments are refunded to original form of payment to the original payee.

No refund, exchange, or replacement of Product will be made if the conditions of these rules are not met.

Exceptions to the refund policies may be extended by the Company in instances in which Associate misconduct, misrepresentation, or other extenuating circumstances may require. Previously paid Commissions or Ranks may be reversed and/or adjusted as a result of the exceptions and at the sole discretion of the Company.

Any Commissions paid to the Associates and his or her Upline for the Product returned by the Associate or Customer may be debited from the respective Upline Associate's account or withheld from present or future commission payments. An Associate agrees that he or she will not rely on existing Downline Organization volume at the close of a Commissions period, as returns may cause changes to his or her title, rank and/or Commissions payout. Partial Product returns will not be accepted or refunded in accordance with the Company's standard return policies.

7.11.10 - Definition of "Marketable"

Products and Sales Aids shall be deemed "Marketable" if each of the following elements is satisfied: 1) they are unopened; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and 4) they are returned to the Company within one year from the purchase date. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item shall not be returnable.

7.12 - Exchanges

The Company will provide an exchange for any Product that is defective, incorrectly sent, lost, or damaged during shipment, if purchased directly from the Company and if the exchange request is made to the Company within thirty (30) days of the delivery date. If an exchange is not feasible, the Company may a) issue a credit for the amount of the exchange, or b) refund the full purchase price.

SECTION 8 - MARKETING THE PRODUCT AND OPPORTUNITY

8.1 - Advertising in General

All Associates shall safeguard and promote the good reputation of the Company and its Products. The marketing and promotion of the Company, the TruVision Health opportunity, the Compensation Plan, and Company Products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

To promote both the Products and services, and the opportunity the Company offers, an Associate must use the sales aids and support materials produced by or approved by the Company.

8.2 - Use and Approval of Sales Tools

If an Associate wishes to create his or her own promotional material(s), the Associate must submit all written sales aids, promotional materials, advertisements, trainings, services, and other literature (collectively referred to herein as "Sales Tool(s)") to the Associate Education & Conduct Department for approval via email at Compliance@TruVisionHealth.com, prior to use. Unless the Associate receives specific written approval to use such Sales Tools, the request shall be deemed denied.

The rationale behind this requirement is simple: The Company has carefully designed its Products, Product labels, Compensation Plan, and promotional materials to ensure that each aspect of the Company is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws. If Associates were allowed to develop their own sales aids and promotional materials without approval by the Company, notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting an Independent Business is almost certain. These violations, although they may be relatively few in number, would jeopardize the TruVision Health opportunity for all Associate.

The Company has complete discretion whether to approve or reject a proposed Sales Tool. The approval process generally requires a minimum of three (3) weeks to complete. If approved, the Company will issue to the Associate: a written authorization specifically stating that the Sales Tool may be distributed. To comply with changing laws and regulations, the Company reserves the right to rescind approval for any Sales Tools, promotional materials, advertisements, or other literature, and Associates waive all claims for damages or remuneration arising from or relating to such rescission.

Unless the Associate receives specific written approval, Associates may not create side-businesses selling Sales Tools, trainings, or services to other Associates. Therefore, an Associate who receives authorization from the Company to produce his or her own Sales Tool(s) may not sell such material to any other Associates. Associates may make approved material available to other Associates free of charge if they wish, but may not charge

other Associates for the material. The Associate agrees that if he or she uses a fulfillment house or other third party to sell or distribute Company-approved Sales Tools, the Associate is required to enter into a non-disclosure agreement (to be provided by the Company) with the fulfillment house or third party to ensure that all Associates and Customer information (along with any other Confidential Information) is protected from disclosure and remains the sole property of the Company.

8.3 - Product Claims

No express or implied claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any Products offered by the Company may be directly or indirectly made, except those contained in Official Company Material. In particular, no Associate may make any claim that Company Products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims, and they may lack adequate substantiation. Not only are such claims in violation of the Associate Application, they also potentially violate the laws and regulations of the United States, Canada, and other countries. Under no circumstances may an Associate prescribe any Company Product as suitable for a particular ailment.

8.4 - Repackaging and Relabeling Prohibited

Company Products may only be sold in their original packaging. An Associate may not repackage, relabel, or alter the labels on Company Product. Tampering with labels/packaging could be a violation of federal and state laws, and may result in civil or criminal liability. An Associate may affix a personalized sticker with his or her personal/contact information to each Product or Product container as long as he or she does so without removing existing labels or covering any text, graphics, or other material on the Product label.

8.5 - Governmental Approval or Endorsement Claims

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, an Associate shall not represent or imply that the Company, Company Products, or the Compensation Plan have been "approved," "endorsed," or otherwise sanctioned by any government agency.

8.6 - Compensation Plan Claims

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

- “The system will do the work for you.”
- “Just get in and your downline will build themselves.”
- “Just join and I will build your downline for you.”
- “The company does all the work for you.”
- “You don’t have to sell anything.”
- “All you have to do is buy your Products every month.”

The above are just examples of improper representations about the Compensation Plan. It is important that Associates do not make these or any other representations that could lead a prospective Associate to believe that he or she can be successful as an Associate without commitment, effort, and sales skill.

8.7 - Income Claims

In their enthusiasm to enroll prospective Associates, some Associates are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of Network Marketing. This is counterproductive because new Associates may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. The Company firmly believes that the Company's income potential is great enough to be highly attractive without reporting the earnings of others.

Moreover, the Federal Trade Commission (FTC) and several states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in Network Marketing. While Associates may believe it beneficial to provide copies of commission payments, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact the Company as well as the Associate making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation.

Because Associates do not have the data necessary to comply with the legal requirements for making income claims, an Associate, when presenting or discussing the TruVision Health opportunity or Compensation Plan to a prospective Associate, may not make income projections, income claims, or disclose his or her TruVision Health income (including the showing of commission payments, copies of commission payments, bank statements, or tax records).

8.8 - Trademarks and Copyrights

"TruVision Health" and other names as may be adopted by the Company are proprietary trade names, trademarks, and service marks of the Company (collectively "marks"). As such, these marks are of great value to the Company and are supplied to Associates for their use only in an expressly authorized manner. The Company will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives or confusingly similar variations of such marks, by any Person, including TruVision Health Associates, without its prior, written permission. The Company reserves the right to revoke use of the Company's trademarks for any reason and at any time.

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

Without the Company's prior, written permission, an Associate may not:

a) use the name "TruVision Health" (or any confusingly similar variation) in any form in a team name, business name, tagline, external website name, personal website address or extension, e-mail address, as a telephone number, as a personal name, as a nickname, or in any other address or title.
b) use or attempt to register "TruVision Health" or any of Company's trade names, trademarks, service names, service marks, Product names, the Company's name, or any derivative thereof, for any Internet domain name.
c) incorporate or attempt to incorporate any of the Company's trade names, trademarks, service names, service marks, Product names, the Company's name, or any derivative thereof, into any electronic mail address.

It is within the sole discretion of the Company to determine whether a variation of its trademark is confusingly similar. An Associate shall not use the Company's marks in countries where the use of such marks is prohibited. The Associate may not use the Company's trademarks on non-approved Sales Tools.

Additionally, an Associate may only use the phrase, "TruVision Health Independent Associate" in telephone greetings or on an answering machine to clearly separate the Associate's Independent Business from the Company. An Associate agrees to immediately re-assign to the Company any registration of the Company names, trade names, trademarks, or Internet domain names registered or reserved in violation of this policy. An Associate must not use the name, logos, trademarks or other references to the Company's business or manufacturing partners in any Sales Tool, correspondence, or any form of advertising. The Company's literature and media are copyrighted by the Company and may not be duplicated. The provisions of this Section shall survive the termination of the Agreement.

If an Associate's Independent Business is cancelled for any reason, the former Associate must discontinue using the Company name, and all of the Company's 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 the former Associate utilized.

8.9 - Use of "Independent Associate" in Advertising

An Associate may use the "TruVision Health" name in the following manner:

Associate's Name
TruVision Health Independent Associate

Example:
Alice Smith
TruVision Health Independent Associate

An Associate's title may not imply that the Associate is an employee or agent of the Company. Each time the Company's logo or name is used in writing and in relation to the Associate, the Associate must be identified as an "TruVision Health Independent Associate."

8.10 - Methods of Advertising

8.10.1 - Publications

An Associate may place a generic business opportunity advertisement in the classified section of a local publication, provided the advertisement conforms to the Agreement and all applicable laws and regulations. The Company's name or logo may not be published in the publication, and the Associate must identify his or her title using the following format:

Associate's Name
TruVision Health Independent Associate

8.10.2 - Telephone Directory Listings

An Associate may list him or herself as an "TruVision Health Independent Associate" in the white or yellow pages of the telephone directory, or with online directories, under his or her own name. Graphical and display ads in telephone directories are prohibited.

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

Associate's Name
TruVision Health Independent Associate

8.10.3 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although the Company does not consider Associates to be telemarketers in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that an Associate's inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause the Associate to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to $11,000.00 USD per violation).

Therefore, an Associate must not engage in telemarketing in the operation of his or her Independent Business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Company Product or service, or to recruit an individual or entity for the TruVision Health opportunity. Cold calls made to prospective Customers or Associates that promote either the Company's Products or services or the TruVision Health opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Customer or Associate (referred to in this Section as a "Prospect") is permissible under the following situations:

- The Associate has an established business relationship with the Prospect. An "established business relationship" is a relationship between an Associate and a Prospect based on the Prospect's purchase, rental, or lease of goods or services from the Associate, or a financial transaction between the Prospect and the Associate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the Prospect's purchase of a Product or service.

- The Prospect's personal inquiry or application regarding a Product or service offered by the Associate was made within the three (3) months immediately preceding the date of such a call.

- The Associate receives written and signed permission from the Prospect authorizing the Associate to call. The authorization must specify the telephone number(s) which the Associate is authorized to call.

- An Associate may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom an Associate has at least a recent first-hand relationship within the preceding three (3) months. If an Associate is "card collecting" with everyone he or she meets and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if an Associate engages in calling acquaintances, he or she must make such calls on an occasional basis only and not make this a routine practice.

- In addition, an Associate shall not use automatic telephone dialing systems or software relative to the operation of his or her Independent Business. The term "automatic telephone dialing system" means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers. An Associate shall not place or initiate any outbound telephone call to any Person that delivers a pre-recorded message (a "robocall") regarding or relating to the Company Products or opportunity.

8.10.4 - Unsolicited Email

The Company does not permit Associates to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by an Associate that promotes the Company, the TruVision Health opportunity, or Company Products and services must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The email must include the Associate's physical mailing address.

- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If an Associate receives an opt-out request from a recipient of an email, the Associate must forward the opt-out request to the Company.

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

8.10.5 - Unsolicited Faxes

Except as provided in this Section, an Associate may not use or transmit unsolicited faxes in connection with the operation of his or her Independent Business. The term "unsolicited faxes" means the transmission via telephone facsimile of any material or information advertising or promoting the Company, Company Products, the Compensation Plan, or any other aspect of the Company which is transmitted to any Person, except that these terms do not include a fax: (a) to any Person with that Person's prior express invitation or permission; or (b) to any Person with whom the Associate has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between an Associate and a Person, on the basis of: (a) an inquiry, application, purchase, or transaction by the Person regarding Products offered by such Associate; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

8.10.6 - Other Sales Media

Upon prior written approval from the Associate Education & Conduct Department, Company Product(s) may be sold and/or promoted through catalogs, and other mass sales mediums, such as magazines, newspaper, etc. An Associate may also advertise with a vehicle wrap, using images approved by the Company at its sole discretion. To begin the approval process, please contact the Associate Education & Conduct Department via email at Compliance@TruVisionHealth.com.

An Associate must not utilize infomercials, television, radio, and other related sales media for the advertising, distribution, or promotion of Company Products or opportunity without the express written consent of the Company. In the event that the Company does grant permission for the use of such media, the Company must have final authority on every stage of the production process with full rights to all recordings.

8.10.7 - Celebrity Endorsement

An Associate may only use a celebrity endorsement including those celebrities who have endorsed the Company Products on a corporate level, with written approval from the

Company and the specific, prior, written approval of the endorsing celebrity for each use of the celebrity's name or likeness. The word "celebrity" may extend to other TruVision Health Associates.

8.10.8 - Trade Shows, Expositions, and Other Sales Forums

Associates may display and/or sell Company Products at trade shows and professional expositions, except those where the Company announces on its website, it will have an exclusive presence. Before submitting a deposit to the event promoter, Associates must contact the Associate Education and Conduct Department in writing, via email at Compliance@TruVisionHealth.com, for conditional approval, as the Company's policy is to authorize only one Associate per event. Final approval will be granted to the first Associate who submits an official advertisement of the event, a copy of the contract signed by both the Associate and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Associate Education and Conduct Department via email at Compliance@TruVisionHealth.com. TruVision Health further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its Products, services, or the TruVision Health opportunity. Approval will not be given for swap meets, garage sales, or flea markets as these events are not conducive to the professional image TruVision Health wishes to portray.

8.10.9 - Online Classifieds & Internet Auction Sites

An Associate is prohibited from selling or facilitating the sale of Company Products using online classifieds (e.g., Craigslist) or online auction websites (e.g., eBay, Amazon, etc.). An Associate may not enlist or knowingly allow a third party to sell Company Products using online classifieds or online auction websites. The provision of this Section shall survive the termination of the Agreement.

Additionally, Associates may not market the TruVision Health opportunity using tools primarily devoted to advertising job opportunities, including "Help Wanted" ads, employment bulletin boards, and Internet job search engines.

8.10.10 - Online Retailing

An Associate is prohibited from listing or selling Company Products on online retail stores and ecommerce sites. An Associate may not enlist or knowingly allow a third party to sell Company Products on any online retail store or ecommerce site.

8.10.11 - Advertising at Company-Sponsored Events

At Company-sponsored events, an Associate may not, unless specifically authorized in writing by the Company, advertise, sell, or promote non-Company products or services, including, but not limited to: (i) the promotion of non-Company events, systems, or materials; (ii) organized Person to Person solicitations; (iii) distribution of flyers, DVDs, or other materials, or (iv) the use of any other form of promotion deemed inappropriate by the Company.

8.10.12 - Associate Websites

Subject to the provisions of Section 8.10.12(h) herein, Associates may use only a Company Licensed Website to promote TruVision Health Products or business opportunity over the Internet. Promoting TruVision Health Products or business opportunity through an unauthorized Internet website is strictly prohibited. Associates that wish to operate a Company Licensed Website must meet the following criteria:

a. An Associate who develops or publishes his or her own website must register the site(s) with the Company and receive written approval from the Company prior to the site(s) public availability. The failure to register constitutes a material breach of the Agreement.
b. All Company Licensed Website are subject to a one-time initial fee of $300 USD. These fees are necessary for the Company to provide training and personnel to monitor Associate websites for compliance with these Policies and Procedures.
c. Company Licensed Website must abide by the Company Licensed Website Guide. This guide is available by contacting the Associate Education & Conduct Department via email at Compliance@TruVisionHealth.com.
d. Company Licensed Website must be Company-specific and may not advertise, promote, or link to any other product or opportunity. However, all such sites, and any changes thereto, must first be reviewed and approved by the Company. All reviews shall be assessed a fee of $75. If approved, the Associate must display a Company-generated badge designation on every page. Changes made to the site after obtaining the initial authorization require written approval from a representative of the Associate Education & Conduct Department.
e. Associates may not use any key words or meta tags to advertise any Company Licensed Website on the Internet if the search words or meta tags explicitly or implicitly present illegal or unsubstantiated health claims, income claims or violate the Company's Policies & Procedures. In furtherance of this, search words and meta tags that directly or indirectly compete with the Company are prohibited as well. It is the Company's sole and absolute discretion to determine what tags are deemed to "compete" with the Company.
f. Associates must obtain written approval from the Company before initiating any sponsored links on Internet search engines to direct internet traffic to a Company Licensed Website.
g. The Company may revoke the certification for any previously approved website at any time and for any reason, including changes to federal and local laws and regulations.
h. Associates may promote the business opportunity and Products on social networking sites such as "Facebook" and "Twitter;" video sites such as "YouTube" and "Google Video;" and blogging sites such as "Blogger" (collectively "Social Media Sites"), without complying with Sections A through G, provided the following conditions are met:
    1. All text, audio and video postings do not contain Product or income claims. For Product information, Associates may refer viewers to their TruVision Health replicated website, the Company website, or a Company Licensed Website;
    2. Videos posted to Social Media Sites show the text "TruVision Health Independent Associate" for the entirety of the video; and

3. The Company may monitor the Social Media Sites for compliance with the Agreement and Associate agrees to immediately remove or modify the Social Media Sites upon the Company's request to comply with the Agreement.

8.10.13 - Domain Names and Email Addresses

Without the Company's prior, written permission, an Associate may not use or attempt to register "TruVision Health" or any of TruVision Health's trade names, trademarks, service names, service marks, Product names, the Company's name, or any derivative thereof, for any Internet domain name. Nor may Associates incorporate or attempt to incorporate any of the Company's trade names, trademarks, service names, service marks, Product names, the Company's name, or any derivative thereof, into any electronic mail address.

8.10.14 - Blogs, Chat Rooms, and Social Networking Websites

An Associate may use online blogs, chat rooms, and Social Media websites to market, advertise, promote, or discuss Company Products or services or the TruVision Health opportunity. However, the use of these sites is subject to the advertising guidelines set forth in this Section 8.10.12(h). An Associate is prohibited from selling Products using blogs, chat rooms, and Social Media websites.

8.10.15 - Digital Media Submissions

An Associate may upload, submit, or publish Company-related video, audio, or photo content that he or she develops and creates to Social Media sites such as YouTube, PhotoBucket, Pinterest, and Instagram, so long as it aligns with Company values, contributes to the TruVision Health community greater good, and is in compliance with the Agreement. All submissions must clearly identify the submitter as a TruVision Health Independent Associate in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that the submitter is solely responsible for this content. All videos must show the text "TruVision Health Independent Associate" for the entirety of the video. An Associate may not upload, submit, or publish any content (video, audio, presentations, or any computer files) received from the Company or captured at official Company events or in buildings owned or operated by the Company without prior written permission. The Company may monitor all websites for compliance with the Agreement and the Associate agrees to immediately remove or modify the websites upon the Company's request to comply with the Agreement.

8.10.16 - Social Media Policies

In addition to meeting all other requirements specified in these Policies and Procedures, should an Associate utilize any form of Social Media, including, but not limited to, Facebook, Twitter, LinkedIn, YouTube, Instagram, or Pinterest, the Associate agrees to each of the following:

- No Product sales or Sponsoring may occur on any Social Media site. To generate sales, a Social Media site must link only to the Associate's replicated website.
- It is each Associate's responsibility to follow the Social Media site's terms of use. If the Social Media site does not allow its site to be used for commercial activity, the Associate must abide by the site's terms of use.
- Any Social Media site that is directly or indirectly operated or controlled by an Associate that is used to discuss or promote Company Products or the TruVision

Health opportunity may not link to any website, Social Media site, or site of any other nature, other than the Associate's replicated website or their License website.

- During the term of this Agreement and for a period of twelve (12) calendar months thereafter, an Associate may not use any Social Media site on which he or she discusses or promotes, or has discussed or promoted, the TruVision Health business or Company's Products to directly or indirectly solicit Associate for another Network Marketing program or Competing Company. In furtherance of this provision, an Associate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Associate relating to the Associate's other Network Marketing business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 3.8.1.
- An Associate may post or "pin" photographs of Company Products on a social media site, provided such photos depict the Company and Company Products in a positive manner and do not contain any images that are offensive, inappropriate, or in bad taste, as determined by the Company at its sole and absolute discretion. Upon request by the Company, an Associate shall immediately delete any photograph or image that the Company deems to be in violation of this policy.
- If an Associate creates a business profile page on any Social Media site that promotes or relates to the Company, Company Products, or opportunity, the business profile page must relate exclusively to the Associate's Independent Business and Company Products. If the Associate's Independent Business is cancelled for any reason or if the Associate becomes inactive, the Associate must deactivate the business profile page.

8.10.17 - Banner Advertising and Links

An Associate may place banner advertisements on a website provided the Associate uses Company-approved templates and images. All banner advertisements must link to an Associate's Replicated Website. An Associate may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make Product or income claims that are ultimately associated with Company Products or the Company opportunity.

8.10.18 - Spam Linking

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

8.11 - Advertised Prices and Selling Products on the Internet

Each Associate shall advertise the retail price of all Products on the Internet exclusively through a Company Licensed Website. The advertised retail price on such website must not be lower than the Company's suggested retail price plus taxes and reasonable shipping and handling of the Product(s). Company Licensed Websites are required to link to the Associate's TruVision Health replicated website to facilitate the actual sale.

The Associate acknowledges and agrees that all advertising regarding the price of Products will be truthful and will not contain misleading statements, including, but not limited to, statements that suggest that an Associate is able to sell the Products at a price lower than other Associates (e.g. "lowest price available", "best price", "free product", "free shipping", or

"special offer"). Associate also agrees that he or she shall not advertise or sell any Product on the Internet which was purchased from another Associate. Any violation of this Section by an Associate shall constitute a breach of the Agreement and will be subject to the breach of Agreement procedures set forth herein.

8.12 - Lead Distribution

Persons who are outside the Company network often make inquiries to the Company about its Products. If the Company is able to determine that the inquiring Person received the information from a specific Associate or that there is a particular Associate that the Person is acquainted with, every attempt will be made to refer the Person to that Associate. If a connection with a particular Associate cannot be determined, the Person will be randomly positioned under an existing Associate. Final judgment with respect to the positioning of leads remains the right of the Company.

8.13 - Media Inquiries

An Associate must not attempt to respond to media inquiries regarding the Company, the Company's Products or services, or his or her Independent Business. All inquiries by any type of media must be immediately referred to the Company. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

8.14 - Retail Establishments

An Associate may not display or sell Company Products, literature, or promotional items in a Retail Establishment. A Retail Establishment is a store or any other fixed location where passers-by are attracted or people come to purchase Products because of advertising, location, signage, visibility or otherwise. For example, it includes markets (open or enclosed), pharmacies, kiosks or booths (temporary or permanent), swap meets or flea markets. TruVision Health has sole discretion in determining whether an establishment is a Retail Establishment. Associates are also prohibited from selling Products to any Person who the Associate knows, or who has reason to suspect, will ultimately sell the Products through Retail Establishments.

8.15 - Service-related Establishments

Associates may sell the Products through approved Service-related Establishments. An approved Service-related Establishment is an establishment that requires a membership and/or an appointment, and the services performed are health and wellness related. Examples of approved Service-related Establishments include, but are not limited to, chiropractor offices, salons, acupuncture clinics, and gyms. Products can only be sold through a Service-related Establishment if the owner of the establishment is an Associate. Additionally, Service-related establishments are limited to small chains or franchises with no more than five stores or physical locations. Advertising in such an approved Service-related Establishment is limited to Products and Official Company Materials, which may be displayed only in the private membership and/or appointment area of the establishment. No Sales Tools or signage may be visible from the outside of the establishment. Advertising of TruVision Health or the TruVision Health opportunity is not permitted in any other type of commercial establishment.

Before selling any Product through a Service-Related establishment, the Associate must provide the name and physical location(s) of the establishments to Compliance via email at Compliance@TruVisionHealth.com. TruVision Health has sole discretion in determining whether an establishment is a Service-related Establishment and a proper place for the sale of Products.

8.16 - Prohibited Postings

When posting any information concerning the Company, Company Products, or the TruVision Health opportunity on the Internet or via any Social Media site, an Associate may not make any postings, or link to any postings or other material that:

- Is sexually explicit, obscene, or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- Is graphically violent, including any violent video game images;
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity; or
- Is in violation of any intellectual property rights of the Company or any third party.

SECTION 9 - BREACH OF AGREEMENT PROCEDURES

9.1 - Conditional Obligations

The Company's obligations to an Associate are conditioned upon the Associate's faithful performance of the terms and conditions of the Agreement. The Company, in its sole discretion, will determine if an Associate is in breach of the Agreement and may elect any or all available remedies.

9.2 - Disciplinary Sanctions

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

a) Issuance of a written warning or admonition;
b) Requiring the Associate to take immediate corrective measures;
c) Imposition of a fine, which may be withheld from bonus and commission payments;
d) Loss of rights to one or more bonus and commission payments;
e) TruVision Health may withhold from an Associate all or part of the Associate's bonuses and Commissions during the period that TruVision Health is investigating any conduct allegedly violates of the Agreement. If an Associate's business is terminated for disciplinary reasons, the Associate will not be entitled to recover any Commissions withheld during the investigation period;
f) Suspension of the individual's Associate Agreement for one or more pay periods;

g) Permanent or temporary loss of, or reduction in, the current and/or Lifetime Rank of an Associate (which may subsequently be re-earned by the Associate);
h) Transfer or removal of some or all of the Associate's downline Associates from the offending Associate's Downline Organization;
i) Suspension and/or termination of the offending Associate's TruVision Health replicated website, website access, or Back-Office access;
j) Involuntary termination of the offender's Associate Agreement;
k) Termination of the Agreement; or
l) Any other measure expressly allowed within any provision of the Agreement or which TruVision Health deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Associate's policy violation or contractual breach.

In situations deemed appropriate by TruVision Health, the Company may institute legal proceedings for monetary and/or equitable relief.

9.3 - Reporting Policy Violations

If an Associate observes a violation of the Policies and Procedures or any term or condition of the Agreement by another Associate, he or she should submit a written report of the violation directly to the attention of the Company's Associate Education and Compliance Department via email at Compliance@TruVisionHealth.com. Details of the incidents such as dates, number of occurrences, Persons involved, and any supporting documentation should be included in the report.

Because of the difficulties of investigating and asserting appropriate remedies for stale claims, any complaint for breach of the terms and conditions of the Agreement other than Cross-Line Recruiting must be brought to the Company's attention for review within twelve (12) months of the start of the alleged violation. Cross-Line Recruiting violations must be brought to the Company's attention within six (6) months of the alleged violation. Failure to report a violation within that time period may result in the Company not pursuing the allegations in order to prevent the Independent Business from being disrupted. However, this policy does not waive the Company's right to investigate and discipline Associates found guilty of the stale claims.

9.4 - Grievances and Complaints

When an Associate has a grievance or complaint with another Associate regarding any practice or conduct in relationship to their respective Independent Businesses, the complaining Associate should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's Upline Sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Associate Education & Conduct Department via email at Compliance@TruVisionHealth.com. The Associate Education & Conduct Department will review the facts and attempt to resolve it. If it is not resolved, it will be referred to the Associate Conduct Review Committee for final review and determination.

9.5 - Circumvention of the Agreement

The Agreement is designed to protect Associates and the Company from the adverse consequences of their violation. Associates who intentionally circumvent the Agreement to

accomplish indirectly what is prohibited directly will be disciplined as if the applicable policy or rule had been broken directly. In such circumstances, all of the available remedies as stated above will be available to the Company. The Agreement is not intended to give an Associate the right to enforce the Agreement against another Associate directly, or to take any legal action against another Associate.

9.6 - Associate Conduct Review Committee

The purpose of the Associate Conduct Review Committee (ACRC) is to: (1) review appeals of disciplinary sanctions; and (2) review matters between Associates. After the response or settlement instituted by Associate Education & Conduct has been denied or otherwise remains unresolved, the ACRC reviews evidence, deliberates, and responds to current outstanding issues on a collective basis.

An Associate may submit a written request for a telephonic or in-person hearing within seven (7) business days from the date of: (1) the written notice by the Company of disciplinary action; or (2) the written decision of the Associate Education & Conduct Department regarding disputes between Associates. All communication with TruVision Health and the Associate seeking resolution of a dispute must be in writing. It is within the ACRC's sole discretion to determine whether a claim is accepted for review. If the ACRC agrees to review the matter, it shall schedule a hearing within 30 days of receipt of the Associate's written request. All evidence (e.g., documents, exhibits, etc.) that an Associate desires to have considered by the ACRC must be submitted to the Company no later than seven (7) business days before the date of the hearing. The Associate shall bear all of the expenses related to his or her attendance and the attendance of any witnesses he or she desires to be present at the hearing. The decision of the ACRC will be final and subject to no further review, except as provided in Sections 9.7 and 9.8. During the pendency of the claim before the ACRC, the Associate waives his or her right to pursue arbitration or any other remedy.

Following issuance of a disciplinary sanction, the disciplined Associate may appeal the sanction to the ACRC. The Associate's appeal must be in writing and received by the Company within ten (10) days from the date of the Company's notice of the disciplinary sanction. If the appeal is not received by the Company within the ten (10)-day period, the sanction will be final. The Associate must submit all supporting documentation with his or her appeal correspondence. If the Associate files a timely appeal of a disciplinary sanction, the ACRC will review and reconsider the sanction, consider any other appropriate action, and notify the Associate in writing of its decision.

9.7 - Mediation

Prior to instituting any arbitration as provided in Section 9.8 below, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One (1) individual who is mutually acceptable to the parties shall be appointed as the mediator. The mediator's fees and costs, as well as the costs of holding and conducing the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney fees, costs, and individual expenses

associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah and shall last no more than two (2) business days.

9.8 - Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration as provided in this Section 9.8. The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS under their respective rules and procedures. The *Commercial Arbitration Rules and Mediation Procedures* of the AAA are available at the AAA's website at www.adr.org. The *Streamlined Arbitration Rules & Procedures* of JAMS are available at the JAMS website at www.jamsadr.com. Copies of the AAA's *Commercial Arbitration Rules and Mediation Procedures* or JAM's *Streamlined Arbitration Rules & Procedures* will be emailed to Associates upon request to the Company's Associate Education and Conduct Department.

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

- The Federal Rules of Evidence shall apply in all cases;
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The arbitration shall occur within one hundred and eighty (180) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days; and
- The parties shall be allotted equal time to present their respective cases, including cross-examinations.

Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Associates waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the Salt Lake City, Utah, unless the laws of the state in which an Associate resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. There shall be one (1) arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the alternate dispute resolution services (the AAA or JAMS) provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

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

- The substance of, or basis for, the controversy, dispute, or claim;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award; or

- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect the Company's interest and intellectual property rights prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9.9 - Governing Law, Jurisdiction, and Venue

The State of Utah is the place of the origin of this Agreement and is where the Company accepted the offer of the Applicant to become an Associate and where the Associate entered into the Agreement with the Company. Therefore, jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Salt Lake County, State of Utah. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision, residents of the State of Louisiana shall be entitled to bring an action against the Company in their home forum and pursuant to Louisiana law.

9.10 - Liquidated Damages

In any case which arises from or relates to the termination of an Independent Business, the parties agree that damages will be very difficult to ascertain. Therefore, the parties stipulate that if an Associate's termination is proven and held to be wrongful under any theory of law, the Associate's sole remedy shall be liquidated damages calculated as follows:

- Liquidated damages shall be in the amount of his or her gross compensation that he or she would have earned between the termination date and the decision date it was determined that a wrongful termination indeed occurred.

Gross compensation shall include Commissions and bonuses earned by the Associate pursuant to the Compensation Plan as well as retail profits earned by the Associate for the sale of Company merchandise. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed retail receipts provided by the Associate to Customers at the time of the sale.

Any Associate, of any rank, who has been an Associate for fewer than twelve (12) full months prior to the termination, shall not be eligible for liquidated damages under this Section 9.10.

9.11 - Attorneys' Fees

If any suit, action or proceeding (excluding mediation as provided above herein) is brought to enforce any term or provision of this Agreement, the prevailing party shall be entitled to

recover reasonable attorneys' fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled.

SECTION 10 - TERMINATION

10.1 - Effect of Termination

So long as an Associate is Commissions Qualified and complies with the terms of the Agreement, the Company shall pay Commissions to such Associate in accordance with the Compensation Plan. An Associate's bonuses and Commissions constitute the entire consideration for the Associate's efforts in generating sales and all activities related to generating sales (including building a Downline Organization). Following an Associate's non-renewal of his or her Agreement, termination for inactivity, or voluntary or involuntary termination of his or her Agreement (all of these methods are collectively referred to as "termination"), the former Associate shall have no right, title, claim or interest to the Downline Organization which he or she operated, or any commission or bonus from the sales generated by the organization. An Associate whose Independent Business is terminated will lose all rights as an Associate. This includes the right to sell Company Products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Associate's former Downline Organization. In the event of termination, an Associate agrees to waive all rights he or she may have, including, but not limited to, property rights to his or her former Downline Organization and to any bonuses, commissions, or other remuneration derived from the sales and other activities of his or her former Downline Organization.

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

When a vacancy occurs due to the voluntary or involuntary termination of an Associate, each personally Sponsored Associate and Customer who was Sponsored by the terminated Associate, on the date of the termination, will now be Sponsored by the terminated Associate's Sponsor. For example, if A Sponsors B, and B Sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will "Roll-Up" to A and become part of A's personally Sponsored group.

10.2 - Voluntary Termination

An Associate has a right to terminate this Agreement at any time, regardless of reason. A Termination Form, available via the Back-Office or the Associate Education & Conduct Department, must be submitted to the Company at its principal business address or must be

submitted via email at Compliance@TruVisionHealth.com. In lieu of the Termination Form, a written notice can be accepted. The written notice must include the Associate's signature, printed First/Last name, address, phone number, and Associate identification number (Associate ID number).

10.3 - Non-Renewal

The Company may elect not to renew the Associate's Agreement upon its anniversary date, if an Associate fails to renew its Agreement on the anniversary of their Date of Sign-Up.

10.4 - Credit Card Chargebacks

If an Associate contacts his or her credit card company and attempts to charge back any Product purchase from the Company, such action shall be deemed a voluntary termination of the Agreement by the Associate. Similarly, if a Customer contacts his or her credit card company and attempts to charge back a purchase made by credit card, such action will be deemed the voluntary termination of the Customer account. An Associate or Customer terminated by the Company due to a Credit Card Chargeback must wait six (6)-months before applying for a new Independent Business. During this six (6)-month period, the terminated Associate or Customer is not permitted to participate or have a Beneficial Interest in any Independent Business or Customer accounts.

10.5 - Involuntary Termination

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

The Company reserves the right to terminate all Associates upon thirty (30) days' written notice in the event that the Company elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of Company Products via direct selling.

10.6 - Reclassification Due to Inactivity

If an Associate has not generated any Personal Volume for six (6) consecutive months and is passed their renewal date, his or her Agreement may be reclassified to a Retail Customer.

If a reclassification occurs, each personally Sponsored Associate and Customer who was Sponsored by the reclassified Associate, on the date of the reclassification, will now be Sponsored by the reclassified Associate's Sponsor. For example, if A Sponsors B, and B Sponsors C1, C2, and C3, if B is reclassified her business, C1, C2, and C3 will "Roll-Up" to A and become part of A's personally Sponsored group.

10.6.1 – Unclaimed Commissions upon Reclassification

Any unclaimed Commissions will be converted to store credit upon reclassification. The Company will make reasonable attempts to contact the reclassified Associate (now Retail Customer) of the store credit. Any store credit shall expire after 30 days.

10.7 - Company's Rights Upon an Associate's Termination

Upon termination, the Company may in its sole discretion, carry-out one or more of the following:

a) retain the Independent Business for a period of up to six (6) months or, if the Company is involved in any actual or threatened litigation or dispute related to the terminated Independent Business, retain the Independent Business for the time period encompassing the litigation or dispute and for a period of up to six (6) months following the resolution of any litigation or dispute;
b) authorize the position to be filled with any Person acceptable to the Company; and/or
c) dissolve and remove the Independent Business from the Sponsor and Placement trees.

10.8 - Return of Confidential Information

An Associate must return all Confidential Information, including any information derived therefrom, over which he or she has direct or indirect control to the Company upon termination or upon demand of the Company. If any such Confidential Information cannot be returned because it is in electronic format, the Associate shall permanently delete and erase the Confidential Information upon termination or upon demand.

10.9 - Refund

If an Associate is in breach, the Company reserves the right to stop or delay the refund process set forth in Section 7.11 herein.

10.10 - Effects of Termination for Breach of Agreement

An Associate whose Agreement is terminated by the Company must wait one (1) year before applying for a new Independent Business. During this one (1) year period, the terminated Associate is not permitted to participate or have a Beneficial Interest in any Independent Business or Customer accounts. Prior to applying, he or she must first petition the Company through the Company's Associate Education & Conduct Department via email at Compliance@TruVisionHealth.com. The petition will include an affidavit that must be signed under penalty of perjury and notarized in which the Associate confirms that he or she has had no Beneficial Interest in any Independent Business or Customer accounts during the prior one (1) year.

Upon termination of the Agreement, all of the Associate's rights in and to the Independent Business are revoked and terminated. In acknowledgement of the damages the Company has likely suffered and/or will suffer as a result of the Associate's breach, including, but not limited to, all or any of the following: (i) loss of good will and loss in the value of the Company's Confidential Information, proprietary information, and trade secrets; (ii) loss of a portion of the value of the Company's business; and (iii) loss of future profits, an Associate consents that any unpaid Commissions will be forfeited to the Company to offset any portion of the damages.

The Company may elect to reorganize the Downline Organization of the Independent Business terminated for breach in a manner that serves the best interests of the Company, Downline Organization, and Upline. Where the Company elects to terminate an Independent Business in which there is more than one Beneficial Interest holder, the following may apply: (i) the departing Beneficial Interest holder(s) must relinquish all rights to, and interests in, the Independent Business; (ii) the Company may not divide or reassign any of the Downline Organization; and (iii) the Company may not split Commissions between the prior or current Beneficial Interest holders of the Independent Business.

10.11 - Effects of Voluntary Termination by the Associate

Upon termination of the Agreement, all of the Associate's rights in and to the Independent Business are revoked and terminated. An Associate who voluntarily terminates may re-apply for a new Independent Business under a new Sponsor no earlier than six (6) months from the date the Company processes the termination. During this six (6)-month period, the voluntarily terminated Associate is not permitted to participate or have a Beneficial Interest in any Independent Business or Customer accounts. An Associate may not terminate voluntarily if the Independent Business is not in good standing with the Company, as may be evidenced by, but not limited to, any of the following conditions:

a) a temporary Independent Business;
b) an Independent Business is on hold, suspension or probation;
c) the Independent Business is under investigation, but no formal discipline has taken place; or
d) notice of intent to terminate has been sent.

10.12 - Survival

Sections 3.2, 3.8.1, 3.22, 8.8, 8.10.9, 9, 10, & 11 shall survive the termination of the Agreement. The termination, relinquishment, or expiration of the Agreement shall not relieve the Associate from obligations that are expressly indicated in the Agreement to survive termination or expiration of the Agreement.

SECTION 11 - MISCELLANEOUS

11.1 - Entire Agreement

The Agreement contains the entire understanding concerning the subject matter hereof between the Company and the Associate, and is intended as a final, complete, and exclusive expression of the terms of the parties. This Agreement supersedes and replaces all prior negotiations and proposed, but unexecuted agreements, either written or oral. Any prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of this Agreement, are of no force or effect. If there is any discrepancy between verbal representations made to the Associate by any employee or agent of the Company and the terms of the Agreement, the express written terms and requirements of the Agreement will prevail.

11.2 - Headings

The section and subsection headings in the Agreement are inserted solely as a matter of convenience and for reference, and will not be considered in the construction or interpretation of any provision hereof. Unless the context otherwise specifically requires, all references to sections of the Agreement will refer to all subsections thereof.

11.3 - Ambiguities

Ambiguities, if any, in the Agreement shall not be construed against any party, regardless of which party may be deemed to have authored the ambiguous provision.

11.4 - Warranties

The Company extends no Product warranties, either expressed or implied, beyond those specifically articulated in the Agreement. The Company disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or trade secret arising from the Associate's operations. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

11.5 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of TruVision Health to exercise any right or power under the Agreement or to insist upon strict compliance by an Associate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of TruVision Health's right to demand exact compliance with the Agreement. Waiver by TruVision Health can be effectuated only in writing by an authorized officer of the Company. TruVision Health's waiver of any particular breach by an Associate shall not affect or impair TruVision Health's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Associate. Nor shall any delay or omission by TruVision Health to exercise any right arising from a breach affect or impair TruVision Health's rights as to that or any subsequent breach. The existence of any claim or cause of action of an Associate against TruVision Health shall not constitute a defense to TruVision Health's enforcement of any term or provision of the Agreement.

11.6 - Policies and Provisions Severable

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

11.7 - Delays

The Company shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, acts of terror, fire, death, curtailment of a party's source of supply, or government decrees or orders.

11.8 - Successors and Assigns

The Agreement will be legal and binding upon and inure to the benefit of the heirs, devisees, executors, administrators, personal representatives, successors, and assigns (as applicable) of the respective parties hereto.

11.9 - Limitation of Liability

To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as "Responsible Parties") shall not be liable for, and the Associate releases Company and its Responsible Parties from and waives all claims for, any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by an Associate as a result of: (i) an Associate's breach of the Agreement; (ii) the promotion or operation of the Associate's Independent Business; (iii) an Associate's incorrect or wrong data or information provided to the Company or its Responsible Parties; or (iv) the Associate's failure to provide any information or data necessary for the Company to operate its business. EACH ASSOCAITE AGREES THAT THE ENTIRE LIABILITY OF THE COMPANY AND ITS RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER RELATED TO THE AGREEMENT, BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, SHALL NOT EXCEED, AND SHALL BE LIMITED TO, THE AMOUNT OF PRODUCTS THE ASSOCIATE HAS PURCHASED FROM THE COMPANY THAT ARE IN MARKETABLE CONDITION.

SECTION 12 - DEFINITIONS

The following defined terms apply throughout and are capitalized where used:

Agreement — The documents describing the relationship between an Associate and the Company that includes the Associate Application, TruVision Health Policies and Procedures, the Marketing and Compensation Plan ("Compensation Plan"), the Business Entity Registration Form (if applicable), and any other written addendum or agreement between the Associate and the Company. These documents are collectively referred to as the "Agreement."

Applicant — A Person who has submitted an Associate Agreement.

Associate — A Person currently authorized by the Company to operate an Independent Business and is able to participate in the Compensation Plan (receive bonuses and Commissions, if eligible). If more than one Person is named on the Associate Agreement, then "Associate" may refer to all Persons collectively.

Associate Application — The agreement submitted by an Applicant to become an Associate. In signing the Associate Agreement, an Applicant certifies that he or she has read and will abide by the terms and conditions of the Agreement.

Authorized Country — A country that the Company has officially sanctioned to be available to all Associates for conducting the Associate Business.

Beneficial Interest — A Person is deemed to have a Beneficial Interest in an Independent Business if he/she/it has: (1) any direct or indirect ownership in an Independent Business as an individual, partner, shareholder, member, manager, beneficiary, trustee, or principal of the business; (2) has any actual or de facto control over an Independent Business; (3) receives any income directly or indirectly from an Independent Business (other than the receipt of income pursuant to the Compensation Plan by an Upline Associate); (4) receives familial support from an Independent Business; (5) receives spousal support derived from an Independent Business; (6) is a member of the Associate's Immediate Household; (7) is a spouse or co-habitant; or (8) has any other similar interest in an Independent Business.

Bona Fide Offer — An arm's length written offer to purchase the Independent Business by a Person that is not an Associate, which the Company, in its sole discretion, determines to be a legitimate offer.

Business Entity — Any type of business association authorized under the laws of the jurisdiction in which it was organized. This includes, but is not limited to, legally formed: corporations, partnerships, trusts, and limited-liability companies ("LLCs").

Business Entity Registration Form — A document required as part of the Agreement if an Applicant is applying as a Business Entity. The Business Entity Registration Form must list all Persons who are partners, shareholders, principals, members, managers, officers, directors, trustees, beneficiaries, or who otherwise have any direct or indirect Beneficial Interest in or control over the Business Entity.

Commissionable Volume (CV) — The actual amount subject to Commissions in a specific market.

Commissions — Compensation paid to an Associate based on the Volume of Products sold by the Associate and purchased and/or sold by its Downline Organization. Eligibility to receive Commissions is determined by the monthly sales requirements currently in effect, as outlined in the Compensation Plan.

Commissions Qualified — An Associate who has generated at least 100 PV in a given calendar month.

Company — TruVision Health, LLC, a Utah limited liability company, or any lawful assignee, successor, subsidiary, or affiliate regardless of geographic location.

Company Licensed Website — An Internet website approved by the Company in accordance with the provisions of Section 8.10.12 of the Policies and Procedures.

Compensation Plan — The specific plan used by the Company that details the requirements and benefits of the compensation structure for Associates.

Confidential Information — Information disclosed to the Associate pursuant to the Agreement or information gathered by an Associate about other Associates in connection with their promotion of Products or sales materials, including, but not limited to, information regarding (i) Downline Organizations or Upline Associates, including Associate names and contact information, Customer information developed by Company or developed for and on behalf of the Company by Associates through Associate meetings, websites, email and/or profile gathering tools, and any other electronic or manual application used by an Associate or his agent to gather, store, and/or develop any information about Associate and Customers

(including but not limited to credit data, Customer and Associate profiles, and Product purchase information and (ii) Customer lists, manufacturing and supplier information, business reports, commission or sales reports, business plans, projections, trade secrets, intellectual property, analyses, and related information and other financial and business information that would be reasonably understood to be confidential and/or give competitive advantage. Confidential Information may take the form of documentation, drawings, specifications, software, technical or engineering data, or other forms, and may be disclosed orally, in writing, by electronic or magnetic media, by visual observation, or by other means.

Current Rank— The current payout qualification Level of the Independent Business according to the Compensation Plan. The Rank of an Associate, which will affect the Associate's Commissions calculated, may fluctuate monthly and depends on the Associate meeting various qualifications outlined in the Compensation Plan.

Cross-line Recruiting — Sponsoring, or a solicitation to Sponsor, indirectly or otherwise, an existing Associate (or anyone with a Beneficial Interest in that Associate's Independent Business). The Cross-line Recruiting policy applies only to the recruiting of existing Associates and does not apply to Persons who are not Associates of the Company. The Company cannot punish an Associate who solicits or entices a Person who has not previously been an Associate, but who has been contacted by another Associate. As with any commercial enterprise, Associates who invest time and money into a Person are taking a risk that the Person may choose to be Sponsored under someone else.

Customer(s) — Referencing both Preferred Customers and Retail Customers.

Downline Activity (Genealogy) Report — A monthly report generated by TruVision Health that provides critical data relating to the identities of Associates, sales information, and enrollment activity of each Associate's Downline Organization. This report contains confidential and trade secret information which is proprietary to the Company.

Downline Organization — A genealogically structured organization comprised of Associates and their Customers who are below an Associate in his or her Sponsor Tree or Placement Tree. The Associate will have been personally Sponsored (i) by an Associate and be downline of that Associate through Placement or Sponsorship, or (ii) by those who the Associate has Sponsored or placed through Placement, and their respective Customers, all in a direct chain of Independent Business below the Associate.

FastStart — A Commission that is calculated from the Commissionable Volume(CV) of an FastStart Order in the Sponsor Tree in a given week. For an order to be included in the calculation, it must be purchased within 60 days of Sign-Up Date of the newly enrolled Associate. A "week" is defined as midnight (12:00 a.m.) Monday morning and 11:59 p.m. the following Sunday evening.

FastStart Order — An Associate's first order of at least 100PV purchased within 60 days of their Sign-Up Date. The volume must be on a single order.

Frontline — The Associates who appear on the first Level of the Sponsor Tree of the immediate Downline Organization of any particular Associate.

Group Volume (GV) — The commissionable value of TruVision Health Products sold by an Associate's Downline Organization.

Immediate Household — Heads of household and dependent family members residing in the same house.

Independent Business — A defined position within the Company's network of Associates that is the subject of the Agreement. Activities of an Independent Business, determined at the sole discretion of the Company, to be a promotion of the Company's Products or business

opportunity. Some of these activities include, but are not restricted to: signing an Associate Agreement; advertising, selling or exhibiting Product; hosting, conducting, or speaking at meetings or events (whether hosted by the Company or by an Associate); purchasing Product at Wholesale prices, exchanging, or returning Products; participating in the Compensation Plan, receiving periodic Company literature and other communications, participation in Company-sponsored support service training, motivational and recognition events; Sponsoring new Associates; and/or selling of leads, Sales Tools, websites, etc. to Associates.

Level — The layers of downline Preferred Customers and Associates in a particular Associate's Downline Organization. This term refers to the relationship of an Associate relative to a particular Upline Associate, determined by the number of Associates between them who are related by Sponsorship. For example, if A Sponsors B, who Sponsors C, who sponsors D, who sponsors E, then E is on A's fourth Level.

Lifetime Rank — The highest rank that an Associate has achieved pursuant to the Compensation Plan.

Marketable — A Products and Sales Aids shall be deemed "marketable" if each of the following elements is satisfied: 1) they are unopened; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and 4) they are returned to the Company within one year from the purchase date. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item shall not be returnable.

Membership Fee — A required fee a Person must pay in order to become an Associate within the Company.

Official Company Material — Company produced literature, audio or video tapes, and other materials developed, printed, published and distributed by TruVision Health to Associates.

Person — An individual, a Business Entity, or any other entity with a distinct separate existence, and its successors, heirs, or assigns, as the case may be.

Personal Volume (PV) — The commissionable value of Products sold in a calendar month: (1) by the Company to an Associate; and (2) by the Company to the Associate's personally Sponsored Retail Customers.

Placement — As a noun: An Associate who has directly recruited another Associate into his or her Placement Tree as a verb: the positioning by a Sponsor of an Associate in his or her Downline Organization.

Policies and Procedures — The policies and procedures of the Company contained herein, including attachments and addenda, which are incorporated herein by this reference, as the same may be amended from time to time by the Company.

Pre-Launch Period — A period of time announced by the Company prior to a country becoming an Authorized Country during which an Associate may begin preparation to commence the Associate Business within that country.

Preferred Customer — An individual who registers with TruVision Health as a Preferred Customer.

Product —Any good or service that has Volume assigned to it and that is offered by the Company. Sales tools and promotional material are not included in this definition.

Qualified Direct Upline — Regarding the Right of First Refusal, an Associate's direct Sponsor who is not in violation of the Agreement and who the previous month qualified for earnings under the Compensation Plan.

Recruit — For purposes of the Company's Conflict of Interest Policy the term recruit means the actual or attempted solicitation, enrollment, encouragement, or effort to convince, persuade, or influence in any way, directly, indirectly, or through a third-party (including, but not limited to, the use of a website), another Associate or Preferred Customer to sell or purchase products or services and/or to enroll or act as an independent distributor, employee, executive, or consultant to or on behalf of another direct selling, network marketing, or multi-level marketing company that operates in any way, conducts business, or has Distributors in any Authorized Country. This conduct constitutes Recruiting even if the Associate's actions are in response to an inquiry or communication made or initiated by another Associate or Preferred Customer.

Retail Customer — An individual or entity that purchases TruVision Health Products, but who is not an Associate, Preferred Customer, or an Immediate Household family member of an Associate.

Retail Difference — Commissions calculated from purchased Retail Products in the Sponsor Tree in a given week.

Retail Establishment – Any enterprise with a physical location that is engaged in the sale of goods or services and that is not a Service-related Establishment. Examples include, but are not limited to mass market and specialty stores. For purposes of this definition, a Retail Establishment does not include the Internet when an Associate complies with the relevant sections of these Policies and Procedures regarding authorized Internet sales and advertising.

Retail Sales — Sales by an Associate of the Product to his or her customers.

Right of First Refusal "RFR" — The rights as set forth in Section 5.2.1 of the Policies and Procedures.

Roll-Up — The method by which a vacancy in a Downline Organization left by an Associate whose Associate Agreement has been canceled is filled.

Sales Tools: Any information, material, service or product created by the Associate for their Independent Business.

Service-related Establishment — An establishment that requires a membership and/or an appointment, and the services performed are health and wellness related. Examples of approved Service-related Establishments include, but are not limited to, chiropractor offices, salons, acupuncture clinics, and gyms.

Sign-Up Date — The date the Company receives and accepts an Applicant's Associate Agreement bearing an original signature or electronic copy of an original signature.

SmartShip — An optional program that authorizes the Company to automatically ship Company products to an Associate or Customer on a recurring monthly basis.

Sponsor — As a noun: an Associate who has directly recruited another Associate or Customers into his or her Downline Organization; as a verb: the act of directly recruiting others into his or her Downline Organization.

Tax Identification Number — The number issued specifically to an individual or company by the government. Examples include: Social Security Number (US individuals), Social Insurance Number (Canadian individuals), Employment Identification Number (US companies).

Termination — The cancellation of an Associate's Independent Business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

UniLevel — Commissions calculated from the CV of purchased Products, excluding FastStart Volume, in the Placement Tree in a given month.

Upline — The single-line hierarchy of Sponsors and/or Associates extending upward from an Associate.
Volume — A value assigned to a Product for commission purposes.