



STATEMENT OF POLICIES AND PROCEDURES

As an Independent Associate of VIVALIZE, LLC (hereinafter "VIVALIZE" or "the Company") I hereby promise and agree that:

1. I will be honest and forthright in all my transactions while acting as a Associate of VIVALIZE, and will perform all activities in a manner that will enhance my reputation and the reputation of VIVALIZE.
2. I will not engage in any illegal or deceptive practice.
3. I will be courteous and respect the time and privacy of everyone I contact or solicit in the course of my VIVALIZE business. I recognize that VIVALIZE's policies anticipate and require the highest ethical conduct of VIVALIZE Associates in all their VIVALIZE business dealings.
4. I will fulfill my leadership responsibilities as a Sponsor, including training and providing support to the Associates in my organization. I understand that the people I sponsor will have an increased opportunity for success in VIVALIZE when they receive ongoing training and support.
5. I will make no income claims or representations regarding the VIVALIZE compensation plan, except those in VIVALIZE literature. I acknowledge that an VIVALIZE Associate's success depends on many variables, such as amount of time and effort committed to his or her business and his or her skills and organizational ability.
6. I will make no claims for VIVALIZE products, services or its income opportunity except as published in official VIVALIZE literature. I understand that even my truthful reports of personal experience of benefits received from VIVALIZE products, services or its income opportunity may be interpreted as improper VIVALIZE claims if I use those experiences as a sales device.
7. I understand and agree that I am solely responsible for all financial and legal obligations incurred by me in the course of my business as a Associate of VIVALIZE products and services, including self-employment taxes, income taxes, sales taxes,

license fees, etc. I understand that I am an independent contractor for all federal and state tax purposes.

8. I will compete aggressively but fairly, and I will respect the participants of other network marketing opportunities. I will not solicit from the sales representative lists or customer lists of other network marketing companies, nor focus sales or recruiting efforts solely on the customers or representatives of any other single company. I will not use sales materials that are regarded as proprietary by other companies.

1. OPERATIONAL POLICIES AND PROCEDURES

The policies and procedures serve as a guide to your relationship with VIVALIZE LLC, hereinafter "VIVALIZE." Carefully review this document. We are here to support you and your efforts in your new business. Please contact your upline sponsor or the corporate office if you have any questions. VIVALIZE embraces all of the principles of ethical personal and sound business conduct that makes us a company of trust and a legacy in this industry. VIVALIZE is a direct selling, internet sales company marketing consumer services and products to its customers through Independent Associates. The Policies and Procedures herein are applicable to all Associates of VIVALIZE. This statement of Policies and Procedures and the Compensation Plan are incorporated into the Associate Application and Agreement and constitute the entire agreement of the parties regarding their business relationship. These rules are reasonably related to the laws of the State of Texas and shall be governed in all respects thereby. These policies and all agreements between VIVALIZE and Independent Associates shall be governed by the laws of the State of Texas and are binding on successors and assigns of both parties. Should any portion of these rules and regulations, of the Independent Associate application and agreement, or of any other instruments referred to herein or issued by VIVALIZE, be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

2. Application for Independent Associate Status

A person may become a VIVALIZE Associate by completing, signing and returning an Associate Agreement to VIVALIZE Corporate Headquarters, or by completing the on-line sign-up process. No person is required to purchase any VIVALIZE products or services. The only purchase required of new Associate is the enrollment fee and subscription for a VIVALIZE Virtual Office Business System which is sold at Company cost and is non-commissionable. The Virtual Office subscription supports the efforts of each new Associate with training tools, business tracking tools and downloadable product and income opportunity promotional materials.

The signed Associate Agreement becomes a binding contract when the Associate Agreement is received and accepted by VIVALIZE. VIVALIZE reserves the right to reject at its discretion, any application deemed unacceptable. Applicants and Associates may

not submit inaccurate or false information on a Associate Agreement. Incomplete and inaccurate Associate Agreements will not be accepted by VIVALIZE but will be returned for completion and resubmission. Each Associate is responsible for informing VIVALIZE of any changes affecting the accuracy of the Associate Agreement.

3. Liability.

To the extent permitted by law, VIVALIZE shall not be liable for and Associate releases VIVALIZE from, and waives all claims for any loss of profits, direct or indirect, special or consequential damages or any other loss incurred or suffered by Associate as a result of (a) the breach by Associate of this Agreement, (b) the operation of Associate's business, (c) any incorrect or wrong data or information provided by Associate, or (d) the failure to provide any information or data necessary for VIVALIZE to operate its business, including without limitation, the enrollment and acceptance of Associate into the income opportunity or the payment of commissions and bonuses.

4. Independent Contractor Status

VIVALIZE Associates are independent contractors. They are not franchisees, joint venture partners, employees or agents of VIVALIZE, and are prohibited from stating or implying, whether orally or in writing, otherwise. Associates have no authority to bind VIVALIZE to any obligation. Independent Associates will not be treated as employees with respect to such services for federal or state tax purposes. VIVALIZE is not responsible for payment or co-payment of any employee benefits. Associates set their own hours and determine how to conduct their VIVALIZE business, subject to the Agreement and the Policies and Procedures. Associates are responsible for liability, health, disability and workmen's compensation insurance. As the Associate, you are responsible and agree to pay your own business expenses.

5. Legal Age

All Associates must be of legal age in their state of residence to apply to become an Associate.

6. VIVALIZE Associate ID#

Every VIVALIZE Associate will be issued a unique Personal Identification, which will be used by the Associate for security purposes when placing product orders and when requesting Genealogy and status information. The original Associate Agreement must be submitted using a Social Security Number or, in the case of a business entity (corporation, partnership or trust), a Federal Tax Identification Number for the entity,

or appropriate trust identification number. Associate Agreements will not be accepted without one of these numbers.

7. Territory

Each VIVALIZE Associate is authorized to conduct business anywhere in the U.S.A. and its territories. There are no territorial restrictions.

8. Associate Marriage

If two Associates marry, they may maintain their separate, independent organizations.

9. Associate Divorce

If married Associates who share an Associate position obtain a divorce, VIVALIZE will continue to treat the Associates pursuant to the original Associate Agreement until such time as VIVALIZE receives written notice, signed by both parties, and notarized, or a court order or decree directing otherwise. In addition, divorced Associates should submit to VIVALIZE a certified copy of any legal judgment or decree, specifying how future payments of commission checks are to be paid.

10. Corporations, Partnerships and Trusts

Entity applications must be signed by an authorized officer of the corporation, partnership or trustee of the trust and will become the binding Associate Agreement for such entity.

1) Corporations: The Associate Agreement must include a copy of its Articles of Incorporation and by-laws, contain the names and Social Security or Federal ID Numbers of the principal officers (president, vice-president(s), secretary, and treasurer), members of the Board of Directors and shareholders.

2) Partnerships: Partnership Applications must include a copy of the official partnership agreement, which must be signed by each of the individuals listed on the Associate Agreement. The Agreement must also contain the names and Social Security or Federal ID Numbers of all general and limited partners.

3) Trusts: For a trust to be accepted, a letter identifying the manager or trustee of the trust must be submitted, including the trustee's Social Security or Federal ID Number, the names of all persons having a beneficial interest in the Trust and a certified copy of the trust document.

11. Change of Status

Associates who wish to change their status from that of an individual Associate to a participant in a corporation, partnership or trust, may do so at any time, subject to the policies outlined above, and only under the same Sponsor.

12. Death of Associate

In the case of the death of a VIVALIZE Associate, rights of that Associate position shall pass to the Associate's heirs. A certified copy of the will or court document along with a new Associate Agreement in the name of the succeeding individual must be submitted to VIVALIZE within ninety (90) days of the death of the Associate. If VIVALIZE does not receive appropriate instruction within ninety (90) days of the death of the Associate, VIVALIZE will continue to send checks until ordered by the court. Transfer of ownership will take place after receiving appropriate court documents.

13. Fictitious and/or Assumed Names

A person or entity shall not apply as an Associate using a fictitious or assumed name. Associates must comply with all federal, state and local statutes, regulations and ordinances concerning the operation of their business.

14. Business Volume Requirements

Refer to the Compensation Plan for business volume requirements to remain "active." Failure to keep your Associate position active on a monthly basis results in the loss of existing downline volume and volume will not accumulate to earn commissions. Inactivity of more than 26 weeks may result in the termination of your Associate position.

15. Commission Cycle

Commissions and bonuses are paid weekly. Each weekly commission period begins at 12:00am on Sunday morning and ends at 11:59pm on Saturday evening, USA Eastern time. Weekly commission runs will be performed on Friday for the week ending the previous Saturday evening. Associates are paid weekly on Fridays for the week ending 13 days earlier.

16. Taxation

As independent contractors, Associates will not be treated as franchisees, partners, employees, or agents for federal or state tax purposes, including, with respect to the Internal Revenue Code Social Security Act, federal unemployment act, state unemployment acts, or any other federal, state, or local statute, ordinance, rule, or regulation. At the end of each calendar year, VIVALIZE will issue to each Associate IRS Form 1099, or other applicable documentation required by law, for non-employee

compensation of an Associate. It is the responsibility of each Associate to pay their own income taxes, usually on a quarterly basis.

17. Record-keeping

VIVALIZE encourages all its Associates to keep complete and accurate records of all their business dealings. A recommended publication is the Retail Industry ATG - Chapter 3 – Examination Techniques for Specific Industries (Direct Sellers), available from the IRS web site.

18. Term and Renewal

Subject to the terms of voluntary resignation, suspension and termination discussed in later sections, the agreement shall have a term beginning on the date of acceptance by VIVALIZE and be subject to an annual renewal. Notice will be given and VIVALIZE reserves the right to charge a renewal fee. Associates who fail to renew within 30 days will be considered to have voluntarily resigned their Associate position. An Associate who fails or elects not to renew his/her Associate Agreement will lose their Associate position, all sponsorship rights, wholesale purchasing right and their overrides. Associates who fail to renew their Associate status may not reapply under a new sponsor for six (6) months after non-renewal.

19. Confidentiality Agreement

Any information that is contained in any genealogical printout or downline sales report, or online back office system provided by the company to the Associate is the proprietary and confidential information of the company and is transmitted to the Associate in confidence. The Associate agrees not to disclose said information whether directly or indirectly to any third party, other person, firm, or entity, nor use the information for purposes of competing with the company or for promoting any other program or products other than VIVALIZE program and products. The Associate and the company agree that, without this agreement of confidentiality and nondisclosure, the company would not provide the information to the Associate. The Associate understands and agrees this duty to maintain the confidentiality of this information will survive the termination of their Associate Application and Agreement for a period of Twelve (12) months.

20. Associate Code of Ethics

In pursuing the success of their VIVALIZE business, VIVALIZE Independent Associates shall safeguard and protect the reputation of VIVALIZE and its products. Associates shall refrain from all conduct which might be harmful to the reputation of VIVALIZE and its products and which may damage the ability of others to fairly represent the VIVALIZE opportunity. VIVALIZE Associates will be professional in their approach to their business activities and strictly avoid all deceptive, misleading, discourteous, unethical and immoral conduct. VIVALIZE Associates will respect the honest efforts of

fellow Associates and not engage in predatory or unethical recruitment practices. VIVALIZE respects the business activities of all legitimate companies and strictly discourages any VIVALIZE Associate from unfairly representing any competing opportunity. VIVALIZE believes that the ultimate success of all VIVALIZE Associates depends on its ability to bring important products and opportunities to the market. This will be done in a positive and honorable way.

21. Voluntary Resignation

1) An Associate may voluntarily terminate his or her Associate position status by failing to renew or sending a written notice of resignation or termination to VIVALIZE.

Voluntary resignation is effective upon receipt of such notice by VIVALIZE.

2) An Associate who resigns or terminates his or her Associate status may reapply as an Associate six (6) months after resignation.

22. Suspension

Associate may be suspended for violating the terms of his or her Agreement, which includes the Policies and Procedures, the Compensation Plan and other documents produced by VIVALIZE. When a decision is made to suspend an Associate, VIVALIZE will inform the Associate in writing that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the Associate's address on file with VIVALIZE pursuant to the notice provisions contained in the Policies and Procedures. Such suspension may or may not lead to termination of the Associate's Associate position as so determined by VIVALIZE in its sole discretion. If the Associate wishes to appeal, VIVALIZE must receive such appeal in writing via certified mail within fifteen (15) days from the date of the suspension notice. VIVALIZE will review and consider the suspension appeal and notify the Associate in writing of its decision within thirty (30) days from the date of the appeal. The decision of VIVALIZE will be final and not subject to further review. VIVALIZE may take certain action during the suspension period, including, but not limited to, the following:

1) Prohibiting the Associate from holding himself or herself out as a Associate of VIVALIZE or using any of VIVALIZE proprietary marks and/or materials;

2) Prohibiting the Associate from purchasing services and products from VIVALIZE; and/or

3) Prohibiting the Associate from sponsoring new Associates, contacting current Associates or attending meetings of Associates. If VIVALIZE, in its sole discretion, determines that the violation that caused the suspension is continuing, has not satisfactorily been resolved, or a new violation involving the suspended Associate has occurred, the suspended Associate may be terminated.

23. Termination

An Associate may be terminated for violating the terms of his or her Agreement, which includes these Policies and Procedures, the Compensation Plan and other documents produced by VIVALIZE. VIVALIZE may terminate a violating Associate without placing the Associate on suspension, at VIVALIZE sole discretion. When the decision is made to terminate a Associate, VIVALIZE will inform the Associate in writing at the address in the Associate's file that the termination has occurred, effective thirty (30) days from the date of the written notification.

24. Appeal

If a Associate wishes to appeal the termination, VIVALIZE must receive the appeal in writing within fifteen (15) days from the date of notice of termination. If no appeal is received within the fifteen (15) day period, the termination will automatically be deemed final. If a Associate files a timely notice of appeal, VIVALIZE will review the appeal and notify the Associate of its decision within ten (10) days after receipt of the appeal. The decision of VIVALIZE will be final and not subject to further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice.

25. Effect of Termination

Immediately upon termination, the terminated Associate:

- 1) Is no longer authorized to sell VIVALIZE products;
- 2) Must cease representing himself or herself as a Associate of VIVALIZE;
- 3) Must remove and permanently discontinue the use of the trademarks, service marks, trade names, any signs, labels, stationary or advertising referring to or relating to any VIVALIZE product, plan or program;
- 4) Loses all rights to his or her Associate position and position in the Compensation Plan and to all future commissions and earnings resulting therefrom; and
- 5) Must take all action reasonably required by VIVALIZE relating to protection of its confidential information. VIVALIZE has the right to offset any amounts owed by a Associate to VIVALIZE from commissions or other compensation due to the Associate including, without limitation, any indemnity obligation incurred pursuant to the indemnity section.

26. Reapplication

Any person or entity whose agreement is terminated shall not be allowed to reapply to the company.

27. Reentry

Any Associate who transfers his or her Associate position must wait for six (6) months after the effective date of such transfer before becoming eligible to reapply to become a Associate.

Where state laws on termination are inconsistent with this policy, the applicable state law shall apply.

28. Acquisition of Business

Any Associate desiring to acquire an interest in another Associate's business must terminate his or her Associate position status and wait six (6) months before becoming eligible for such a purchase. All such transactions must be fully disclosed and must be approved by VIVALIZE in advance.

29. Conditions to Transferability

Except as expressly provided herein, an Associate may not sell, assign, merge or transfer his or her Associate position, or rights thereto, without the prior written approval of VIVALIZE and subject to the following conditions:

1) VIVALIZE possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Associate position. An Associate wishing to sell, assign, transfer or merge his or her Associate entity must first provide the upline sponsor with the option to make such a purchase or receive such transfer in writing on the terms and conditions as any outstanding or intended offer. The upline sponsor must advise the Associate within ten (10) business days after receipt of such notice of its decision to accept or reject the offer. If the upline sponsor fails to respond within the ten (10) day period, or declines such offer, the Associate may make the same offer or accept any outstanding offer which is on the same terms and conditions as offered VIVALIZE, to any person or entity, who is not a Associate, married to, or a dependent of a Associate, or who has any interest in a Associate position.

2) The selling Associate must provide VIVALIZE with a copy of all documents which detail the transfer, including without limitation, the name of the purchaser, the purchase price and terms of purchase and payment. A transfer fee of \$100.00 must accompany the transfer documents;

3) The documents must contain a non-compete covenant made by the selling Associate for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert or sponsor any existing VIVALIZE Associate for a period of one (1) year from the date of the sale or transfer; and

4) Upon a sale, transfer, merger or assignment being approved in writing by VIVALIZE, the buying Associate must assume the position of the selling Associate and must

execute a current Agreement and all such other documents as reasonably may be required by the Company.

30. Transfers to Associates

Except as expressly set forth herein, Associates may not sell, assign or otherwise transfer his or her Associate position (or rights thereto) to another Associate or to an individual which has an interest in a VIVALIZE Associate position. Notwithstanding the foregoing, a Associate may transfer his or her Associate position to his or her sponsor, subject to the conditions of the transferability section. In such event, the sponsor's Associate position and the transferred Associate position shall be merged into one.

31. Change of Sponsorship

Any change of Sponsor is discouraged and requires the prior written approval of VIVALIZE (which may be withheld at its sole discretion) and is subject to the following conditions:

- 1) The notarized, signed consents of the original sponsor, the new sponsor, and the sponsored individual, must be submitted to VIVALIZE;
- 2) A written request for transfer explaining the exact reason for the request of transfer must be submitted to VIVALIZE;
- 3) A transfer fee of \$100.00 is paid to VIVALIZE;
- 4) The requirements of conditions to transferability section are complied with; Personally sponsored Associates of the transferred Associate must request in writing to move with their sponsor.

32. Circumvention of Policies

If it is determined, in VIVALIZE sole discretion, that an Associate position was transferred in an effort to circumvent compliance with the Agreement of the Policies and Procedures, the Associate position will revert back to the transferring Associate who will be treated as if the transfer had never occurred from the reversion day forward. If necessary, and at VIVALIZE sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring Associate to ensure compliance with the Agreement and Policies and Procedures.

33. Termination Returns

An Associate who terminates his/her Associate Status may have the right to return unopened, unencumbered and currently marketable sales aids purchased from the Company within thirty days of termination (90 days in Maryland and Puerto Rico; one year in Idaho, Indiana, Louisiana, Mississippi, Montana, Nebraska, Oklahoma, South

Dakota, Tennessee, Texas and Washington; no time limit in Massachusetts, Georgia, New Jersey and Wyoming), provided the material is returned in a CURRENT REUSABLE and RESALABLE CONDITION. Return will be issued in like-kind payment and may take up to 30 days to process. VIVALIZE will refund 85% of the cost of returned items to the Associate (unless otherwise required by state law) less any appropriate setoffs and legal claims. No repayment will be made on original shipping and handling charges. The return shipping costs will be borne by the Associate. Additionally, Montana residents who cancel within 15 days are entitled to a 100% refund of any consideration given to participate. In order to assure that refund of returned items will be issued, strict compliance to the following procedures is required:

A written Product Return Authorization number (PRA) must be submitted, stating the reason for the termination, the reason for the return of VIVALIZE product and/or sales materials.

Proof of VIVALIZE payment and a copy of the Purchase Order Form or packing slip must accompany this written request. VIVALIZE sales materials returned without prior authorization will be returned to the Associate. VIVALIZE will instruct the Associate where to ship the materials for restocking and verification, and will also provide the Associate with the appropriate quantity of authorized VIVALIZE return merchandise shipping labels. Upon receipt and inspection of the return, VIVALIZE will process the appropriate refund for payment. Associate must pay the cost of return freight.

34. Sponsoring

Associates may sponsor other Associates in the United States into the VIVALIZE business. Associates must ensure that each potential Associate has reviewed and has access to the current Policies and Procedures and Compensation Plan prior to or when enrolling the individual.

35. Referral Policy

From time to time, prospects will contact VIVALIZE directly. It is always the policy of VIVALIZE to determine if the prospect has been contacted by a VIVALIZE Associate. If this is not the case, the prospect's information may be forwarded to the active Associate in close proximity to the prospect.

36. Multiple Agreements

If an applicant submits multiple Agreements which list different sponsors, only the first completed Agreement to be received by VIVALIZE will be accepted. The decision of VIVALIZE is final.

37. Training Requirement

A Sponsor must maintain an ongoing professional leadership association with Associates in his or her organization and must fulfill the obligation of performing a bona fide supervisory role in the sale or delivery of products and services.

38. Cross Selling/Cross Sponsoring

VIVALIZE Associates shall not sell or represent non-VIVALIZE products or represent marketing opportunities from other companies to other VIVALIZE Associates. Non-VIVALIZE products or opportunities may not be promoted in any way at official VIVALIZE events, meetings, conventions or other gatherings.

39. Telephone Sponsoring

It is the responsibility of the Sponsoring Associate to acquaint the new Associate with VIVALIZE Policies and Procedures. **IMPORTANT:** Associates who sign up over the telephone must submit a completed Associate Application Agreement with their signature within ten (10) days of sign up. Failure to comply with the requirement will result in forfeiture of bonuses and commission checks and termination.

40. Volume Transfer

VIVALIZE does not allow Associates to transfer sales volume from one Associate to another Associate.

41. Price Changes

Prices of all VIVALIZE products and sales materials are subject to change without notice.

42. Sale of Product

VIVALIZE Product may be purchased and sold only within the U.S.A. The Company will provide participant access to monthly commission statements, commission checks, and annual 1099 tax forms. The Company will make available to participant, sales aids, product information, and other information.

43. Sales tax

For purchases made from the Company, VIVALIZE collects and remits applicable state tax which may be due on the suggested selling price of those products and/or materials which are subject to tax. The applicable rate of tax due is based on the address to which the product and/or materials is shipped. Associates who request a tax-exempt purchase for resale from VIVALIZE (not permitted in all states) must provide the

Company with a copy of their valid and current resale exemption certificate showing a resale tax number. This number must appear on all orders placed with VIVALIZE. The Associate must then collect the tax from his/her retail customer and remit it to the proper state and local taxing authority. All Associates must pay tax to the Company on their personal purchases made for personal use and consumption. As a Associate you agree to abide by the rules and procedures as set forth in the sales tax collection agreements that the Company may enter into with the various states and local jurisdictions.

44. Training

The participant will receive training by reading the online materials found in VIVALIZE Back Office, product information, and other Company materials. Training will also be provided by the sponsor, and Company training seminars.

45. Trademarks and Copyrights

VIVALIZE name, trademarks, service marks and copyrighted materials are owned by VIVALIZE, LLC. The use of such marks and materials must be in strict compliance with these Policies and Procedures.

46. Use of VIVALIZE Name

Associates may use the name of VIVALIZE only if they are identified as an Independent Associate of VIVALIZE in conjunction with the use of the name VIVALIZE and its logo or trademarks.

Advertising and Promotional Materials: Only the promotional and advertising materials produced by VIVALIZE or approved in advance in writing by VIVALIZE may be used to advertise or promote an Associate's VIVALIZE business or to sell products and services of VIVALIZE. VIVALIZE literature and materials may not be duplicated or reprinted without the prior written permission of VIVALIZE.

Stationery and Business Cards: Associates are not permitted to create their own stationery, business cards or letterhead graphics if VIVALIZE trade name and/or trademarks are used. Only approved VIVALIZE graphics version and wording are permitted.

47. Print and Electronic Advertising

All materials used in the placement of any advertising in any print or electronic media, including Internet web sites must be approved by VIVALIZE prior to use. Associates are not permitted to use the VIVALIZE trade name as a web site address or in any other manner without the written approval of VIVALIZE.

Telephone, Yellow and White Page Listing: Associates are not permitted to use VIVALIZE trade name in advertising their telephone and FAX numbers in the white or yellow page sections of the telephone book except as outlined below. Associates are not permitted to list their telephone numbers under VIVALIZE trade name without first submitting a request to VIVALIZE for approval. If approval is granted for an 800 listing, it must be stated in the following manner: Jones, John D.

48. VIVALIZE Independent Associate Telephone Answering

Associates may not answer the telephone by saying VIVALIZE or in any other manner that would lead the caller to believe that he or she has reached the corporate office of VIVALIZE, LLC.

49. Imprinted Checks

Associates are not permitted to use VIVALIZE trade name or any of its trademarks or service marks on their business or personal checking accounts. However, Associates may imprint their VIVALIZE business checks with VIVALIZE Independent Associate.

50. Endorsements

No endorsements by a VIVALIZE officer or administrator or third parties may be asserted, except as expressly stated in VIVALIZE literature. State regulatory agencies do not approve or endorse direct selling programs. Therefore, Associates may not represent or imply, directly or indirectly, that VIVALIZE program, products or services have been approved or endorsed by any governmental agency.

51. Media Inquiries

Media inquiries should be referred to VIVALIZE Corporate Office.

52. Recordings

Associates may not produce or reproduce for sale or personal use products sold by VIVALIZE or any of VIVALIZE-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/or audio taping of VIVALIZE meetings and conferences is strictly prohibited, without Company permission. Still photography is allowable at the discretion of the meeting host.

53. Independent Communications

Associates, as independent contractors, are encouraged to distribute information and direction to their respective downlines. However, Associates must identify and distinguish between personal communications and the official communications of VIVALIZE.

54. Copyright Restrictions

With respect to product purchases from VIVALIZE, Associates must abide by all manufacturers' use restrictions and copyright protections.

55. Vendor Confidentiality

VIVALIZE business relationships with its vendors, manufacturers and suppliers are confidential. Associates must not contact, directly or indirectly, or speak to or communicate with any supplier or manufacturer of VIVALIZE except at a VIVALIZE-sponsored event at which the supplier or manufacturer is present at the request of VIVALIZE.

56. Promotional Materials

VIVALIZE reserves the exclusive right to all uses of its trade names, trademarks, logos and copyrighted material. VIVALIZE prohibits the unauthorized use of any of its protected names, marks or logos on any materials for personal use or for resale.

57. Testimonials

One of the most effective ways to share the VIVALIZE products is to share your personal experiences. These experiences must be your own.

58. Income Claims

Associates must truthfully and fairly describe the Compensation Plan. No false or misleading income claims may be made to prospective Associates. Associates may not use their own incomes as indications of the success assured to others. Commission checks may not be used as marketing materials. Associates may not guarantee commissions or estimate expenses to prospects. The power of the VIVALIZE Compensation Plan may be accurately shown using VIVALIZE approved materials. Each Associate understands that his or her success is dependent on their effort, dedication, resources and the time he or she commits to this enterprise.

59. Representations of Government Endorsements

VIVALIZE Associates may not represent that the VIVALIZE Compensation Plan or any of its Products are approved by any government agency.

60. Advertising Guidelines

All advertising must be approved prior to use. Failure to receive approval for advertising may result in suspension or termination of Associate position.

What you may use:

- 1) VIVALIZE corporate name and logo only when you identify yourself as a VIVALIZE Independent Associate.
- 2) Logos, copy, etc. provided.

What you may not use:

- 1) Any copyrighted image or document without prior approval.
- 2) Quotes from any corporate official or other Associate without approval.
- 3) Third party testimonials.

Use of Logo Sheet Provided:

There is a logo sheet available online for VIVALIZE Associates to use. You may not change these in any way. You may not change color or design in any manner. These are trademarked icons of VIVALIZE.

61. Amendments

VIVALIZE reserves the right to amend the Rules set forth herein, its wholesale or suggested retail prices, VIVALIZE product availability and the Compensation Plan, as it deems appropriate. Amendments will be communicated to all Associates in one or more of the following forms: online newsletters, email or email blast, written or published materials, circulated or made available to all Associates or publication on the VIVALIZE web site. Amendments are effective and binding on all Associates as of the date of issuance. In the event of any conflict between the agreement of the Rules and any such amendment, the amendment shall control.

62. Non-Waiver Provision

No failure of VIVALIZE to exercise any power or right under these Rules or to insist upon strict compliance by an Associate with any obligation or provision herein, and no custom or practice of the parties at variance with these Rules, shall constitute a waiver of VIVALIZE right to demand exact compliance with these Rules. An authorized officer of VIVALIZE may affect waiver by VIVALIZE only in writing. VIVALIZE waiver of any particular default by an Associate shall not affect or impair VIVALIZE rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Associate. Nor shall any delay or omission by VIVALIZE to exercise any right arising from default affect or impair VIVALIZE's rights as to that or any subsequent default.

63. Arbitration

A. All disputes and claims relating to VIVALIZE, its products, the Associate Agreement, or the VIVALIZE Compensation Plan, including but not limited to (1) the rights and obligations of the Associate and VIVALIZE, (2) any other claims or causes of action relating to the performance of either the Associate or VIVALIZE under the Associate Agreement or the Rules and Regulations, and/or (3) the Associate's purchase of VIVALIZE products shall be settled totally and finally by arbitration in Miami, Florida or such other location as VIVALIZE prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Louisiana residents may arbitrate in New Orleans. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the American Arbitration Association provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If the Associate files a claim or counterclaim against VIVALIZE, the Associate shall do so on an individual basis and not with any other Associate or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may if need be, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Associate Agreement.

B. Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration of any mark or other intellectual property or proprietary confidential information of VIVALIZE without VIVALIZE prior written consent. VIVALIZE seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to VIVALIZE. In addition to monetary damages, VIVALIZE may obtain injunctive relief against the Associate for any violation of the Associate Agreement and for any violation or misuse of VIVALIZE trademark, copyright or confidential information policies.

C. Nothing in this rule shall prevent VIVALIZE from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergent relief available to safeguard and protect VIVALIZE interest prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

D. The existence of any claim or cause of action of the Associate against VIVALIZE, whether predicated on the Associate Agreement or otherwise, shall not constitute a defense to VIVALIZE's enforcement of the Associate's covenants and agreements contained in the Associate Agreement or the Rules.

64. Jurisdiction and Venue

The Associate Agreement and the Rules shall be construed enforced in accordance with the laws of the State of Florida without reference legal principles that would cause the law of another jurisdiction to be applied. Causes of action between the parties hereto of any type, whether on the Associate Agreement, on fraud or any other tort, or grounded in principles of strict liability or statutes of any kind, shall be heard exclusively in a court of competent jurisdiction in Miami, Florida, each party hereby submitting to the jurisdiction of such courts and expressly waiving the right to bring suit in all other courts. In any cause of action the winner shall be entitled to recovery of all reasonable attorney fees, court costs and other costs of the action. Louisiana residents may choose Louisiana law, jurisdiction, and venue, and may arbitrate in New Orleans.

65. Limitation of damages

To the extent permitted by law, VIVALIZE and its affiliates, officers, directors, employees, and other Associates shall not be liable for, and the Associate hereby releases the foregoing from and waives any claim for loss of profit, incidental, special, consequential, or exemplary damages which may arise out of any claim whatsoever relating to VIVALIZE's performance, non-performance, act, or omission with respect to the business relationship or other matters between the Associate and VIVALIZE whether sounding in contract, tort, or strict liability. Furthermore, it is agreed that any damage to the Associate shall not exceed, and is hereby expressly limited to, the amount of unsold VIVALIZE products and services owned or held by the Associate and commissions owing.

66. Official Language/Definitions

The English version of these Rules, as maintained by VIVALIZE, is the official version and shall control over any other language version(s), which may be made available for ease of reference for some Associates. As used in the VIVALIZE materials, when the term, sell and words of similar import are used to describe the sales activities of an Associate, this is an abbreviated reference to the promotional activities of Associate with respect to sales and it is understood that all are between VIVALIZE and the purchaser, not between the Associate and the purchaser.

67. Official Correspondence

Official correspondence must be sent via postal mail to: VIVALIZE - 201 ALHAMBRA CIRCLE SUITE 1205 - CORAL GABLES, FL 33134

68. Entire Agreement

This statement of Rules and Regulations/Policies & Procedures (along with the Compensation Plan and the Terms and Policies Applicable to Use of VIVALIZE Internet Services) is incorporated into the Associate Application and Agreement and constitutes the entire agreement of the parties regarding their business relationship. No other promises, representations, guarantees or agreements of any kind shall be valid unless in writing. If any provision herein is held to be invalid, all other provisions shall remain valid and enforceable.

TERMS AND POLICIES APPLICABLE TO USE OF VIVALIZE INTERNET SERVICES

Terms of Internet Service Content.

The content of the VIVALIZE Internet service is intended for the commercial use of its Users. All materials published on VIVALIZE web site or self-replicating web sites (including, but not limited to news articles, information pages, product photographs, images, illustrations, merchant banners, merchant products, audio clips, flash movies, and video clips, collectively known as the Content) are protected by copyright and other intellectual property laws, and are owned or controlled by VIVALIZE, or the party credited as the provider of the content, software or other materials. User shall abide by all additional copyright or other notices, information or restrictions appearing in conjunction with any Content accessed through the Service.

Communications

Associates may not post, transmit, or market the following: Any material that is threatening, abusive, defamatory, obscene, or otherwise unlawful; Any material that violates the copyrights, trademarks, service marks, trade secrets, patents or other property rights of others; Any pornographic, sexually explicit or gambling material or links to similar adult content; Any material that discloses personal private matters about any person without consent; Any material posted anonymously or under a false name; or Any material which disparages VIVALIZE or other Users.

Collective Work Copyright.

The VIVALIZE web pages are protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions and other copyright laws. Except as set forth previously, User may not modify, adapt, translate, exhibit, publish, transmit, participate in the transfer or sale of, reproduce (except as provided for previously), create derivative works from, distribute, perform, display, reverse engineer, decompile or disassemble, or in any way exploit, any of the Content, software, materials in whole or in part.

Downloads

User may download or copy the Content and other downloadable items displayed on VIVALIZE web pages for commercial use as a VIVALIZE Associate, and/or a VIVALIZE Website Owner only, provided that User maintains all copyright and other notices contained in such Content. Copying or storing of any Content for uses other than commercial use as a VIVALIZE Associate, and/or Website Owner is expressly prohibited without the prior written permission from VIVALIZE's Rights and Permissions Department, or the copyright holder identified in the individual Content's proprietary and/or copyright notices.

Representations and Warranties

User represents, warrants and covenants:

(a) that no materials of any kind submitted by User (or VIVALIZE use thereof in accordance with these Rules), will (i) violate, plagiarize or infringe upon the rights of any third party, including copyright, trademark, privacy or publicity, moral rights, contract or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; (iii) constitute false or misleading indications of origin or statements of fact; (iv) slander, libel or defame any person or entity; (v) cause injury of any kind to any person or entity; or (vi) violate any applicable laws, rules, regulations or other governmental regulations; and

(b) that User is at least 18 years old. User hereby indemnifies, defends and holds VIVALIZE and all officers, Managers, Associates, Website Owners, directors, owners, agents, information providers, Associates, licensors and licensees (collectively, the Indemnified Parties) harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by User of these Rules or the foregoing representations, warranties and covenants, including, without limitation, reasonable attorneys' fees. User shall cooperate as fully as reasonably required in the defense of any claim. VIVALIZE reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User.

Software Licenses

User shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to User to access VIVALIZE web pages. User may not sublicense, assign or transfer any licenses granted by VIVALIZE, and any attempt at such sublicense, assignment or transfer is void. User may copy such software for archival purposes only. User may not copy, distribute, modify, reverse, engineer or create derivative works from this software.

Software Available on the VIVALIZE and/or Self-replicating Web Sites.

Software (if any) that is made available on the VIVALIZE web site and/or self-replicating

web sites (Software) is the copyrighted work of VIVALIZE and/or its Associates. User's use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software (License Agreement). User may not install or use any Software that is accompanied by or includes a License Agreement unless User first agrees to the License Agreement terms. For any Software not accompanied by a license agreement, VIVALIZE hereby grants to User, a personal, non-transferable license to use the Software for viewing and otherwise using the VIVALIZE web site and/or self-replicating web sites in accordance with these Rules, and for no other purpose provided that User keep intact all copyright and other proprietary notices. Any reproduction or redistribution of the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. User acknowledges that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. User agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

Termination

VIVALIZE may, in its sole discretion, terminate or suspend User's access to all or part of the web access for any reason, including, without limitation, breach of the Terms of Service. Users of VIVALIZE acknowledge that site administrators have the right to terminate use without notice for any User who restricts, inhibits or disrupts any VIVALIZE event or attempts to alter or improperly access any feature or function of the site. A User's access may also be subject to termination if the User posts or transmits any illegal content; harasses or threatens any VIVALIZE User or VIVALIZE employee; posts content (including the creation of usernames) that is offensive or otherwise disruptive of VIVALIZE activities; posts unsolicited advertising; or improperly impersonates an VIVALIZE employee or other individual.

Removal of Sites

VIVALIZE cannot and does not screen all content provided on VIVALIZE self-web sites and does not assume any obligation to monitor content. HOWEVER, USER AGREES THAT VIVALIZE MAY MONITOR SITES AND CONTENT PERIODICALLY, AND VIVALIZE RESERVES THE RIGHT AT ITS SOLE DISCRETION TO REMOVE ANY SITE, WITHOUT NOTICE AND WITH NO OBLIGATION TO REFUND FEES PAID, WHICH IN ITS JUDGMENT IS IN VIOLATION OF THIS AGREEMENT OR OTHERWISE IS UNLAWFUL OR HARMFUL TO VIVALIZE AND/OR OTHER USERS. Copyright and Trademark Notices.

Copyright and Trademark Notices

All contents of the VIVALIZE web site and/or self-replicating web site are Copyright © VIVALIZE. All rights reserved. VIVALIZE, <http://www.VIVALIZE.com> are trademarks of VIVALIZE, all pending or registered in U.S. Patent and Trademark Office. The material on this site may not be reproduced and may not be distributed, publicly performed, proxy cached or otherwise used, except with the prior express permission of VIVALIZE. Other product and company names mentioned herein might be the trademarks of their respective owners.

Requesting Reproduction Permissions

Permission is required prior to the reproduction of any material viewed on the VIVALIZE web site and/or the self-replicating web sites. While permission is not readily granted, serious inquiries will be considered. E-mail or write the Rights and Permissions Department of VIVALIZE at: VIVALIZE, Rights and Permissions - 201 ALHAMBRA CIRCLE SUITE 1205 CORAL GABLES, FL 33134

or e-mail: support@VIVALIZE.com (Attention: Rights & Permissions).

Custodian of Records

Custodian of records is VIVALIZE. All records required by law to be maintained by Publisher are located in the city of Miami, Florida, USA.

Opt-Out

The VIVALIZE web site and/or self-replicating web sites provide Users the opportunity to opt-out of receiving communications from VIVALIZE and our Associates at the point where we request information about the visitor.

Delete/ Deactivate

The VIVALIZE web site and/or self-replicating web sites provide Users with the following options for removing their information from our database, to not receive future communications, or to no longer receive our service. You can send e-mail to support@VIVALIZE.com. You can enter your email address and enter UNSUBSCRIBE in the subject line. You can send mail to the following postal address: Customer Service, VIVALIZE - 201 ALHAMBRA CIRCLE SUITE 1205 - CORAL GABLES, FL 33134

Correct/Update

VIVALIZE gives users the following options for changing and modifying information previously provided. You can modify editable information through your back office. You can send email to Support@VIVALIZE.com. You can contact VIVALIZE Headquarters.

General Provisions Usability

To the extent permitted by law, VIVALIZE shall not be liable for, and the Associate releases VIVALIZE from and waives all claims to, lost profits, indirect, direct, special or consequential damages, or any other loss incurred or suffered by the Associate as a result of (a) the breach by Associate of the Associate Agreement and/or the terms and conditions of the Rules and Regulations and Policies and Procedures, (b) the operation of Associate's business, (c) any incorrect or wrong data or information provided by Associate, or (d) the failure to provide any information or data necessary for VIVALIZE to operate its business, including without limitation, the enrollment and acceptance of Associate into the Compensation Plan or the payment of Commissions, Overrides and Bonuses.

Security

Each Associate must keep any VIVALIZE passwords and other secure access information confidential and notify promptly if the Associate believes that the security of his/her account has been compromised. VIVALIZE has taken reasonable steps to protect the security of online transactions. HOWEVER, VIVALIZE CANNOT AND DOES NOT WARRANT SUCH SECURITY AND WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING ANY SECURITY BREACHES.