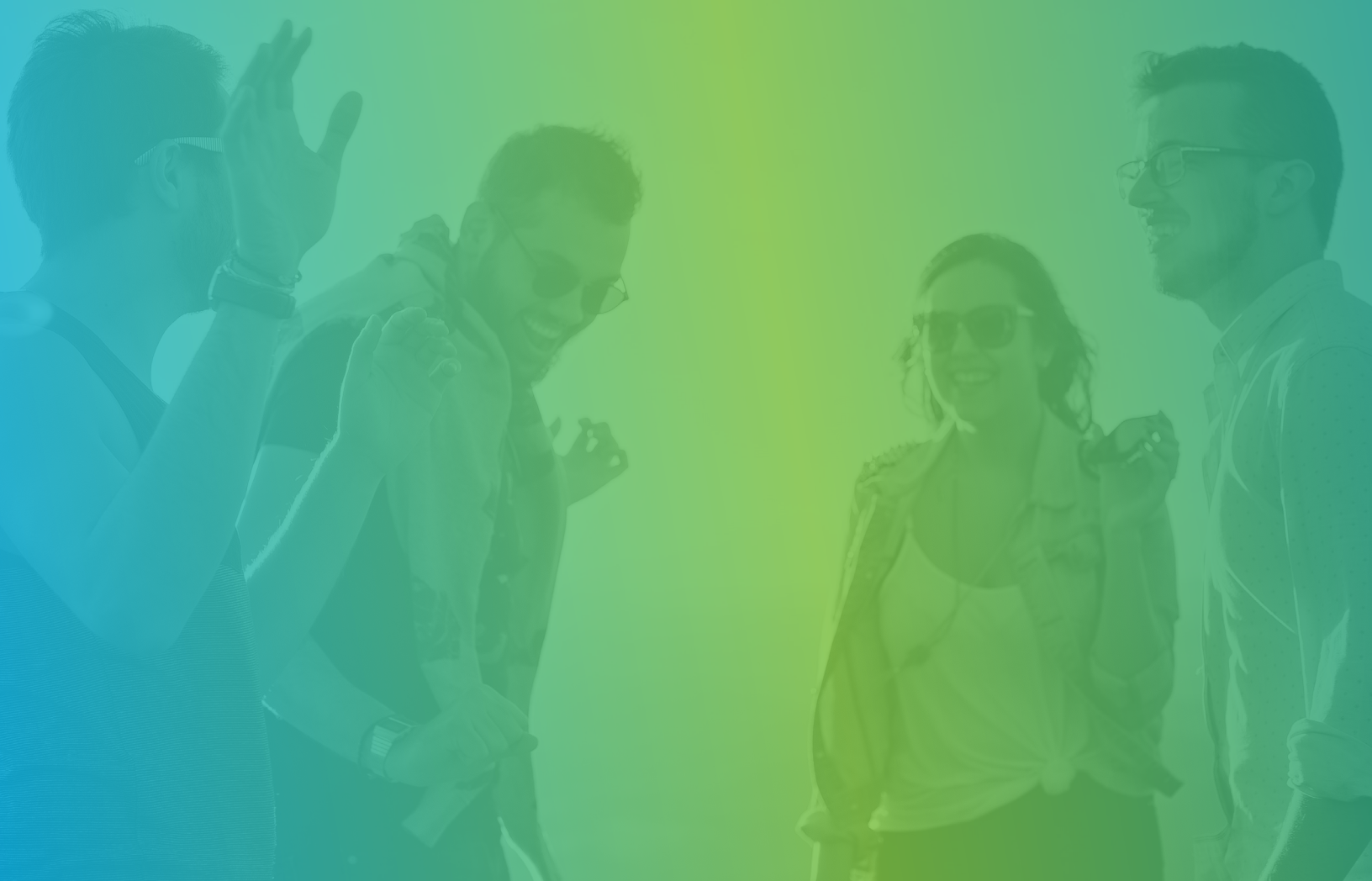




**LIFE. BETTER.**

## **STATEMENT OF POLICIES & PROCEDURES**



JUST VIV, LLC

# STATEMENT OF POLICIES & PROCEDURES

EFFECTIVE November 1, 2021

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# INTRODUCTION

Just Viv, LLC ("Viv"), through its products, providers and vendors, provides simple everyday products and services that allow customers ("Customers") and Independent Viv Life Consultants ("Consultants") to live more vibrantly, more efficiently, more affordably and that make life better. A Consultant will have the Opportunity to participate in this mission by selling the products and services to Customers and by sharing the Viv Compensation Plan and Consultant Opportunity with others. In so doing, Consultants agree

to adhere to the terms set forth in this Statement of Policies & Procedures (the "Policies") and in the Independent Consultant Application and Agreement (the "Consultant Agreement"). If a Consultant has any questions or requires clarification regarding the Policies or the Consultant Agreement, the Consultant should contact the appropriate Viv Department.

## SECTION 1

# AGREEMENT

### 1.1 Application, Policies and Compensation Plan Form the Agreement

These Policies along with the Viv Compensation Plan (both as amended from time to time) are incorporated into the Consultant Agreement and along with the Consultant Agreement are referred to in these Policies as the "Agreement." It is the responsibility of Consultants to read, understand, adhere to and ensure that they are operating under the most current version of the Agreement. When sponsoring a new Consultant, it is the responsibility of the sponsoring Consultant (the "Sponsor") to ensure that the prospective Consultant is provided with, or has online access to, the most current version of the Agreement prior to the prospective Consultant's execution of the Consultant Agreement. Any resident of a country outside the United States in which Viv has opened for business will be bound by the Consultant Agreement, Policies & Procedures and Compensation Plan specifically developed for that country. Any capitalized term not expressly defined in the Policies shall have the meaning given to such term in Section 12: Definitions.

### 1.2 Changes to the Agreement

Viv reserves the right to amend the Agreement (in totality, the "Amendments") at its sole and absolute discretion. Amendments shall take effect five business days after publication. Publication of notice of Amendments shall be made by Viv via one or more of the following methods: (i) posting on Viv's official website; (ii) posting in the Virtual Office; (iii) electronic mail; or (iv) inclusion in special mailings or other Viv communications. The continuation of a Consultant's Viv business or a Consultant's acceptance of compensation after publication of an Amendment constitutes acceptance of the Amendment.

### 1.3 Term and Renewal of the Consultant Agreement

The term of the Consultant Agreement is one year from the date of Viv's acceptance of the Consultant Agreement, unless otherwise earlier canceled as provided therein. Consultants wishing to continue their independent Viv business must renew

the Consultant Agreement for subsequent one-year terms by paying an annual renewal fee prior to the renewal date and complying with the Agreement. Viv reserves the right in its sole discretion to reject the renewal of a Consultant Agreement. Unless a Consultant requests nonrenewal by sending an email to Viv at least 30 days prior to the renewal date or opts out following receipt of the renewal notification, the then current annual renewal fee (as posted on Viv's website) will be automatically charged to the Consultant's credit card on file. If Viv is unable to process the credit card, the Consultant will be placed in a suspended status and will have up to 60 days from the renewal date in which to pay the renewal fee. If the Consultant does not pay the renewal fee within the 60-day time period, Viv will terminate the Consultant Agreement effective as of the original non-renewal date, and the Consultant will lose all rights to earn future commissions and bonuses after the original non-renewal date. If the Consultant decides to re-enroll, he or she may do so under a new Consultant Agreement and same Sponsor. However, Consultant will not resume placement in nor retain the Consultant's Organization that was in place prior to the termination date.

### 1.4 Independent Relationship

Certain suppliers, partners and other vendors of Viv products and services are independent from Viv. Viv has no control over third parties, transfers or enrollment rules and regulations. Viv is not responsible for any delays or rejections for Customer enrollments or product or service fulfillment, including the consequences of such delays or the effect on potential bonuses and commissions. In addition, Viv is not responsible for any delays or changes to products or programs due to state and federal regulatory or policy changes, including the effect on potential bonuses and commissions.



## SECTION 2

# BECOMING A CONSULTANT

### 2.1 Requirements to Become a Consultant

To become and continue as a Viv Consultant, each applicant must:

- Be at least 18 years of age (proof of date of birth may be requested)
- Be a citizen, legal resident or naturalized person of the United States and able to work legally in the United States;
- Have a valid Social Security number, Individual Taxpayer Identification Number ("ITIN") or Federal Employer Identification Number ("FEIN"), as applicable, that exactly matches the Consultant's name;
- Submit a complete and accurate Consultant Agreement to Viv, either in hard copy or online format; and
- Complete and submit the banking information and IRS Form W-9 (Request for Taxpayer Identification Number). Banking information and all required tax forms must match the Consultant's name as listed on the Consultant Agreement.

Viv reserves the right to accept or reject any Consultant Agreement for any reason or for no reason.

### 2.2 Conflicts of Interest

In order to avoid actual or perceived conflicts of interest, certain individuals are not permitted to enroll as Consultants. Neither employees of Viv, nor their spouses, immediate family members or Household members, nor owners or employees of Viv's parent company, Affiliates, providers, vendors, or their spouses, immediate family members or Household members (collectively "Interested Parties") may enroll as Viv Consultants. By completing the Consultant Agreement, an applicant verifies that he or she is not an Interested Party.

### 2.3 No Purchase Requirement to be a Consultant

There is no requirement to enroll as a Customer or to purchase any products or services from Viv or its suppliers or vendors in order to become or remain a Consultant.

### 2.4 Welcome Package and Other Included Tools

In order to familiarize Consultants with Viv brand, products and services and its sales techniques, sales aids and other materials, Viv provides a welcome package (the "Welcome Package") and included tools as part of the Consultant enrollment fee. Welcome Packages are sent to the mailing address provided by the Consultant in the Consultant Agreement. Other included tools, including a website, Virtual Office management software and mobile marketing tools, may be provided physically along with the Welcome Package or digitally following completion of the Consultant enrollment.

### 2.5 Consultant Benefits

Upon Viv's acceptance of the Consultant Agreement, the applicant becomes a Viv Consultant. Consultants have the following rights:

- To sell Viv products and services in available markets.
- To sponsor others as Consultants and build an Organization.
- To participate in the Compensation Plan and receive bonuses and commissions on the sales of products and services.
- To receive communications from Viv and receive awards, recognition and other benefits that are made available to qualified Consultants from time to time.
- Upon reaching the rank of Promoter 320, (as defined in the Compensation Plan) or with Pacesetter Advocacy, be able to offer the Viv Affiliate Program to potential organizations and businesses.

### 2.6 Consultant Communications and Recognition

#### 2.6.1 Communications

To protect a Consultant's privacy, Viv will only communicate with the name that appears in the field for Applicant Name or Co-Applicant Name (if an individual) or for Contact Name (if a Business Entity) on the Consultant Agreement. Viv will send emails only to the email account provided by the Consultant.

#### 2.6.2 Recognition

If a Consultant is the recipient of an award, rank advancement or other recognition (collectively "Recognition"), Recognition will be under the individual's or Business Entity's name which appears in the "Recognition Name" field. If there is no name in the Recognition Name field, the default will be the Consultant's name. Consultants have the right to elect to not receive Recognition by opting out of Recognition in the Virtual Office. If the Consultant does not opt out of Recognition, Viv will assume the Consultant wishes to receive Recognition for the Consultant's efforts. Viv is not required to recognize a Consultant's effort and Recognition may be withheld for Consultants who are not in Good Standing with Viv or for any other reason, in Viv's sole discretion. Each Consultant acknowledges that Viv makes no guarantees that a Consultant's identity as a Viv Consultant will remain anonymous and waives any and all claims against Viv and its Affiliates and their equity owners, directors, managers, officers, employees and agents (collectively "Viv Related Parties") with respect to Viv's promotion of or errors regarding Recognition.



## SECTION 3

# OPERATING AN INDEPENDENT VIV BUSINESS

### 3.1 Training of and by Consultants

#### 3.1.1 Materials and Events

Education, training and motivation are critically important to building a successful Viv business. To educate Consultants in the business and teach them how to sell services and products and train and motivate others, Viv provides support materials, support services and training events. These materials may include online materials made available via a Consultant's Virtual Office, smart devices, training and recognition events, and conventions. Consultants are not required to purchase these items or to attend such events. Consultants are encouraged to further their understanding of Viv products and services and the Viv Opportunity and to take advantage of the training materials provided, which are both informative and educational. Consultants should ensure they keep current on any new training provided by Viv, and should ensure Consultants in their Organization are current on any training materials. Viv reserves the right and may require that Consultants complete certain training from time to time and restrict certain Consultant benefits until training is complete in order to ensure all Consultants stay current on new markets and new products and services, or as may be required by providers or regulators.

#### 3.1.2 Consultant Training Obligations

Consultants who sponsor other Consultants should provide assistance and training to sponsored Consultants. Consultants should have ongoing contact and communication with the Consultants in their Organizations, including but not limited to: newsletters, correspondence, personal meetings, telephone contact, voicemail and accompanying Consultants to Viv meetings, training sessions and other functions. Except as set forth in Section 4.5, when training Downteam Consultants, Consultants exclusively must use the training materials produced by Viv. Viv approved and produced training materials are available on Viv's website and in each Consultant's Virtual Office. If members of a Downteam have repeated, consistent and/or formulaic violations of the Agreement, Viv has the right to hold an Upteam accountable and liable for such violations and to take the disciplinary action described in Section 11 against such Upteam.

### 3.2 Customer Enrollment Compliance Guidelines

- a) For each of Viv's monthly subscription services, including AutoPilot, each Customer must enroll personally and accept the terms and conditions of the Customer Agreement. Consultants should be aware that for AutoPilot services, regulation dictates that only the account holder of record is authorized to enroll for energy services and any violations of

this may result not only in strict action (up to and including termination) against the Consultant per these Policies, but also potential regulatory action. Consultants may not in any case enroll on behalf of a Customer and may not use a Customer's bill to enroll on behalf of a Customer, even if the Customer asks the Consultant to do so.

- b) AutoPilot Customers must enroll using their own credit card information for payment and Consultants may not purchase product for a Customer or use the Consultant's credit card for enrollment or purchase of any Viv products for their Customers.

- c) Consultants have no authority to and shall not amend or change any of the terms and conditions of any Customer Agreement with Viv or its providers or vendors.

- d) AutoPilot Customers must provide a recent utility bill no more than 2 months old in order to enroll for AutoPilot services.

- e) Consultants should inform their AutoPilot Customers who are currently in a fixed-rate term with another supplier that they may incur a termination fee from their current supplier if they enroll with Viv prior to completion of their current term. Viv will make best efforts to recognize and notify potential Customers of this conflict as well, but it is the Consultant's responsibility to ensure their Customers are aware of any potential existing contracts and terms the Customer is currently bound by.

- f) Consultants should advise residential Customers to utilize the following methods for enrollment: (i) via the Consultant's Personal Website (as defined in Section 4.4.2); (ii) by submitting a Customer Agreement form to Viv available in Virtual Office; or (iii) by calling Viv to enroll over the phone.

- g) Commercial Customers, including energy or solar Customers, will enroll via a signed Customer Agreement whereby rates, project design, pricing and all commercial terms will be specified. Consultants can begin this process for their commercial Customers by contacting the Viv commercial department at [commercial@justviv.com](mailto:commercial@justviv.com).

- h) Customers who enroll through a Consultant's Personal Website should use the Customer's personal computer or Customer's personal computing device to enroll. If a Consultant is aware that a Customer plans to use a central location, such as a community center to enroll, the Consultant should notify Viv in advance of the enrollment as Viv reserves the right to audit enrollments coming from a common IP address prior to qualification of such enrollments.

- i) Customers who enroll through a printed Customer Agreement must use the most current version of the Customer Agreement, and must completely fill out all required fields, sign and date the Customer Agreement

and must be the authorized account holder of record. An incomplete Customer Agreement will not be processed and a new Customer Agreement must be submitted. Viv and its providers and vendors are not responsible for any damages or injury to the Consultant caused by the Consultant's submission of an incomplete Customer Agreement.

j) Consultants shall not abuse the trust of Customers, shall respect any lack of commercial experience of Customers and shall not exploit a Customer's age, illness, lack of understanding or lack of language expertise. When it is apparent that a Customer's English language skills are insufficient, the Consultant must use an interpreter, find another Consultant fluent in the Customer's language, or cease pursuing the prospect.

### 3.3 Customers Enrolled Under Viv

If a new Customer enrolls without designating a specific Consultant or inadvertently selects an unintended Consultant, the appropriate Consultant may request that the Customer be transferred to the designated Consultant's Organization. Requests for transfer under this policy will be processed as long as the requesting Consultant makes the request in writing, with the Customer's permission, to Viv within 10 business days of the Customer's date of enrollment (or such later date as determined by Viv's sole discretion). Consultants have a duty to verify that their Customer lists are up to date. If a Consultant fails to request such a change within 10 business days, the Consultant waives any and all claims against Viv and Viv Related Parties arising from the enrollment of the Customer. No Consultant will receive a retroactive commission payment.

### 3.4 Disputes Over Customer Enrollments

If there is a dispute among Consultants as to which Consultant should be the enroller of a Customer, Viv generally will regard the first Customer Agreement it receives as controlling. Customers may enroll under a different Consultant after six-months of inactivity.

### 3.5 Holding Consultant or Customer Applications

Consultants must not manipulate the Agreements for enrollments of new Consultants or new Customers. All Consultant Agreements and Customer Agreements must be sent to Viv within 72 hours from when they are completed. If not, the Customer Agreements may be considered void by Viv. All Consultant and Customer Agreements are the property of Viv.

### 3.6 Compliance with Laws

Consultants shall comply with all applicable federal, state and local laws, orders, ordinances, policies and regulations governing their independent businesses and the products and services offered through Viv such as deregulated energy management services and solar energy. Many cities and

counties have laws regulating certain home-based businesses and independent contractor activities, and Consultants are responsible for complying with such laws.

### 3.7 Representations to the Public

When promoting Viv products, services or Opportunity, Consultants shall comply with the terms of the Agreement and shall: (i) identify themselves as Independent Consultants of Viv, not as employees of Viv or providers or vendors of its products and services; and (ii) notify prospective Customers that Viv is a sales and marketing company that sells services and products for its providers and vendors.

### 3.8 Sales Presentations

When marketing the products, services or Opportunity of Viv in person and in sales presentations, Consultants shall truthfully identify themselves, the products and services, and the purpose of their business to prospective Customers and Consultants. Explanation and demonstration of services and products offered shall be accurate and complete, including, but not limited to, with regard to price, terms of payment, refund rights, guarantees and after-sales services, delivery, income claims, and training. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness and in accordance with applicable laws. Consultants must immediately discontinue a demonstration or sales presentation upon the request of the Customer or Consultant. Consultants shall not, directly or by implication, denigrate any other company or product. Consultants shall refrain from using comparisons which are likely to mislead and which are incompatible to the principles of fair competition.

### 3.9 Cross-Team Recruiting

Viv does not permit a Consultant to Recruit the guests or prospects of other Consultants who attend Viv meetings, events, conferences or other public functions or Consultants in other Consultants' Upteam or Downteam to such Consultant's Upteam or Downteam.

### 3.10 Use of Incentives to Gain Information Prohibited

Buying or selling, or inducing others to buy or sell, Consultants, Customers, prospective Consultants or prospective Customers or their information is strictly prohibited. Consultants shall not provide any type of incentive for any action or proposed action to induce a Consultant or third party to sell any information pertaining to a Consultant, Customer, prospective Consultant or prospective Customer.

### 3.11 Use of Cash or Monetary, Benefits, Incentives Prohibited

Viv strictly prohibits Consultants from gifting or offering, using cash or monetary incentives, promotions, prizes, bonuses or any

other benefit in connection with the sale of Viv's products and services or for the purposes of recruiting new Consultants or Customers.

### 3.12 Targeting Other Direct Sellers

Targeting the sales force of another Direct Selling company to become Viv Consultants is prohibited, including the solicitation or enticement of members of another Direct Selling company to violate the terms of their agreement with such other company. If a Consultant engages in such activity, the Consultant bears the sole risk of such activities. If such activities result in legal action against the Consultant, Viv will not pay any of the Consultant's defense costs or legal fees or for any judgment or settlement.

Viv will hold the Consultant liable for any loss or damage it incurs as the result of such activities. Viv will abide by any and all court directives associated with judgments against Consultants for such activity.

### 3.13 Other Direct Sellers Targeting Viv Consultants

In the event that a Consultant is approached by a member of another Direct Selling company for the purpose of recruitment, the Consultant must inform the member to continue to follow the policies and procedures of the member's Direct Selling company. Consultants are also encouraged to report this activity to Viv.

## SECTION 4 MARKETING AND ADVERTISING

### 4.1 Intellectual Property

Viv's name, trademarks, service marks, logos and copyrighted materials (collectively, its "Intellectual Property") are owned by Viv or its Affiliates. The use of this Intellectual Property by Consultants must be approved in writing by Viv prior to use and must be in strict compliance with the Agreement. Any right to use Viv's Intellectual Property by a Consultant is non-exclusive and Viv has the right to grant others the right to use its Intellectual Property. Any and all goodwill associated with the Intellectual Property (including goodwill arising from a Consultant's use) inures directly and exclusively to the benefit of Viv and is the property of Viv. Upon cancellation of the Consultant Agreement, Consultant must immediately cease all use of the Intellectual Property, and no monetary amount shall be attributable to any goodwill associated with any Consultant's use of the Intellectual Property.

org/code-of-ethics/code-of-ethics-(full-text). Consultants shall uphold the DSA Code of Ethics and not, in any way, attempt to persuade, induce or coerce another party to breach the Code of Ethics. Any such action shall be considered by Viv as a violation of the Agreement.

### 4.2 Marketing Standards and Code of Conduct

When promoting Viv's products, services or Opportunity, Consultants must adhere to good business practices, including, without limitation, the following marketing standards.

#### 4.2.2 Integrity and Professionalism

Consultants shall conduct themselves with integrity, courtesy and professionalism when interacting with Customers, prospective Customers, other Consultants and prospective Consultants and in all matters related to Viv products and services and the Viv business.

#### 4.2.1 Adherence to the Direct Selling Association's ("DSA") Code of Ethics

The DSA is a national trade association of the Direct Selling companies. Viv intends to become a member of the DSA, as soon as it has been in business long enough to be eligible. In the meantime, Viv is committed to acting in good faith toward the industry and the ethics upheld by this organization, and conducting itself the way a prospective or current DSA member would. The cornerstone of the DSA's commitment to ethical business practices and consumer service is its Code of Ethics, which can be found on the DSA website at <http://www.dsa>.

#### 4.2.3 No Deceptive, Unlawful, or Unethical Conduct

Consultants shall not engage in any deceptive, unlawful or unethical conduct. Consultants found to be engaging in deceptive, unlawful or unethical conduct are subject to disciplinary action in accordance with Section 11.2.

#### 4.2.4 Accurate Information

Consultants must deliver accurate information when they are promoting Viv products, services and Opportunity, including accurate disclosures about Viv's providers and vendors, pricing plans, product and service offerings. Any claims, representations or statements that Consultants make regarding Viv products and services shall be consistent with those included in the literature and materials provided or authorized by Viv.

### 4.3 Prohibited Representations and Marketing Methods and Practices

When promoting Viv products, services or Opportunity, Consultants shall not make any unfair or deceptive representations or engage in any prohibited marketing methods or practices.

### 4.3.1 Unfair and Deceptive Representations

When promoting the Viv products, services or Opportunity, a Consultant shall not make any unfair or deceptive representations including, without limitation, the following:

- a) Representing or holding out as an affiliate or employee of, or in partnership with, a utility company or any energy provider or vendor;
- b) Representing or identifying as an employee of Viv or any of its Affiliates, energy providers or vendors;
- c) Representing or holding out as being affiliated with or employed by any federal or state agency, commission, office or personnel;
- d) Representing to a Customer that there are no contracts required to become a Customer;
- e) Making affirmative representations or guarantees of savings that are not documented or evidenced in writing from current corporate marketing materials;
- f) Representing to a prospective Consultant that the Viv business is easy or making untrue or unrealistic claims of earnings or lifestyle that can be achieved without effort and adherence to the Compensation Plan and these Policies;
- g) Making any specific reference to the amount of money a Consultant is earning or other earnings claims, except as set forth in Section 6.3; or
- h) Taking any action that would constitute Bonus Buying.

### 4.3.2 Prohibited Marketing Activities

Consultants shall not engage in the following marketing activities when promoting the Viv products, services or Opportunity:

- a) A Consultant shall not accept any payment or consideration (e.g., money or any other item of value) from any Customer, prospective Customer, Consultant or prospective Consultant. All payments for Viv products and services shall be made directly to Viv or to the designated provider or vendor.
- b) A Consultant shall not use the Consultant's credit card to enroll, make purchases or pay for re-occurring membership or account fees on behalf of another Consultant or on behalf of any Customer.
- c) A Consultant shall not offer the Viv Opportunity through, or in combination with, any system, program or method of marketing not specifically set forth in official Viv literature.
- d) A Consultant shall not require or encourage current or prospective Customers or Consultants to participate in the Viv Opportunity or to purchase Viv products or services in any manner that varies from the program set forth in official Viv literature.

e) A Consultant shall not require, allow or encourage current or prospective Customers or Consultants to execute any agreement other than official agreements and contracts from Viv or its providers and vendors.

f) A Consultant shall not require or encourage current or prospective Consultants to make any purchase from, or payment to, any individual or other entity, or to purchase products or services in order to participate in the Compensation Plan (except for those purchases or payments identified as recommended or required in official Viv literature).

### 4.3.3 Prohibited Marketing Methods

Consultants agree that they shall not use any of the following methods or techniques in connection with marketing their independent Viv businesses.

#### 4.3.3.1 Purchased or Acquired Leads

A "Lead" is defined as any type of contact information (e.g., email address, mailing address or telephone number) for a prospective Customer or Consultant that is purchased or acquired through any means other than a personal relationship with the Consultant. Because Viv does not have the ability to verify that Leads acquired by Consultants are legitimate and not obtained through questionable methods, Consultants may not purchase or use Leads nor may Consultants sell Leads to other Consultants regardless of the source of the Leads.

#### 4.3.3.2 Telemarketing

Consultants may not engage in telemarketing or retain or hire others to engage in telemarketing on their behalf. Telemarketing activities are a violation of the Agreement and potentially a violation of federal and state laws, the violation of which may carry significant financial penalties.

#### 4.3.3.3 Robocalling

Consultants may not place or initiate any outbound telephone call that uses a computerized auto-dialer to deliver any pre-recorded message regarding or relating to the Viv products, services or Opportunity.

#### 4.3.3.4 Unsolicited Emails, Text Messages or Faxes (Spamming)

Except as provided in Section 4.5.8, Consultants may not send unsolicited commercial emails, texts, faxes or "spam." For purposes of the Agreement, spam or spamming is defined as sending unsolicited electronic communications (including unsolicited texts) promoting Viv products or services to prospective Customers or Consultants not known to the Consultant.



#### 4.3.3.5 Slamming

Consultants may not use "slamming" techniques when promoting the Viv products or services. For purposes of the Agreement, "slamming" is the process of enrolling an individual or Business Entity as a Customer without the expressed authorization of the account holder of record. Slamming of any Viv products or services can result in immediate termination of this Agreement.

#### 4.3.3.6 Door-to-Door Marketing

Canvassing or solicitation of the general public initiated by the Consultant at the home or business of a prospective Customer or Consultant is prohibited.

#### 4.3.3.7 Utility Bill Payment Centers

Utility Bill Payment Centers are not eligible to enroll Consultants or Customers, and no enrollments may take place at such locations.

#### 4.3.3.8 Domain Names and Email Addresses, Phone Numbers

Consultants shall not use, register or attempt to register any of Viv's providers or vendor's trade names, trademarks, service names, service marks, product names, company names or any derivative thereof for any email address, Internet domain name or any other media such as phone numbers or other electronic media.

#### 4.3.3.9 High-Exposure Advertising

High-exposure sales aids, tools or promotional materials (e.g., billboards, magazines, newspapers, radio, television) intended to solicit new Customers or Consultants require prior written approval of Viv, which may or may not be provided, as determined in Viv's sole discretion.

### 4.4 Allowed Marketing Methods Not Requiring Viv Approval

The following marketing methods may be used to promote Viv products and services and the Viv Opportunity without seeking prior approval from Viv.

#### 4.4.1 Viv-Produced Sales Aids and Tools

To promote Viv products and services and the Viv Opportunity, Consultants are encouraged to use the sales aids, sales tools or other promotional and training materials (collectively, "Sales Aids and Tools") produced by Viv. Viv-approved and produced Sales Aids and Tools are available on Viv's website and in each Consultant's Virtual Office and provided by Viv from time to time in emails or other digital delivery.

#### 4.4.2 Consultant Personalized Websites

All Consultants will receive a free personalized website ("Personal Website") upon enrollment with Viv. These Personal Websites seamlessly link to the official Viv website, giving the Consultant a professional and Viv-approved presence on the Internet. Additionally, Consultants may use their Personal Website to sponsor other Consultants or enroll Customers and ensure the sale or enrollment is properly linked to the Consultant's Organization. Except as expressly permitted in Sections 4.5.3, the use of any other Internet website or web page(s) to promote the sale of Viv products, services or Opportunity is prohibited.

#### 4.4.3 Social Media

A Consultant may use social media, including, but not limited to, private and public online blogs, social networks or other interactive and user-generated content online forums ("Social Media") to discuss Viv products and services as long as the content is content that was provided by Viv or content that complies with the marketing guidelines provided in the Policies and Consultant Agreement, and so long as the final Consultant or Customer enrollment occurs on the Consultant's Personal Website. When using Social Media, Consultants are fully responsible for the accuracy and credibility of their postings and other online activity as it relates to Viv and should not post information that is in conflict with Viv's compliance and marketing guidelines or that sheds Viv in a negative light. In addition to the other requirements for marketing as set forth in the Policies, the following requirements must also be adhered to with regard to Social Media:

- a) When publishing content on a blog or other social network that mentions Viv, a Consultant must specify that the postings are the Consultant's and do not represent Viv's views or opinions. The following phrase should be included as part of any blog or similar post: "This was posted by myself, as an independent Viv Life Consultant, and is not an official post of Viv. For more information, please visit [INSERTYOURWEBHANDLE].@justviv.com"
- b) The Consultant must identify the Consultant as an Independent Consultant of Viv.
- c) The Consultant must abide by the Social Media site's terms of use and policies.
- d) False, misleading, disparaging, or deceptive postings are prohibited.
- e) Any Social Media site that a Consultant uses in any way to promote or discuss Viv products, services or opportunity may not be used by the Consultant to promote or discuss any other product, services or Opportunity of a Direct Selling company or business.
- f) If a Consultant creates a page on any Social Media site that relates to Viv, its products, services or Opportunity, the page must be immediately deactivated in the event the Consultant Agreement is canceled for any reason or if the Consultant becomes not Active.

g) During the term of the Agreement and for a period of 12 calendar months following its cancellation for any reason, a Consultant may not use any Social Media site on which the Consultant discusses or promotes, or has discussed or promoted, the Viv business, products or services, directly or indirectly to Viv Consultants or Customers in connection with another Direct Selling company. A Consultant shall not take any action on a Social Media site that may reasonably be foreseen to draw an inquiry from other Consultants relating to another Direct Selling business. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 6.5.

## 4.5 Marketing Methods Requiring Viv's Written Approval

### 4.5.1 Consultant-Produced Sales Aids and Tools

Consultants are prohibited from creating or producing their own Sales Aids and Tools. However, in certain circumstances, Viv may allow a Consultant to use Sales Aids and Tools that the Consultant has developed. If a Consultant wishes to use such self-produced Sales Aids and Tools, the Consultant must submit a draft of the materials along with a completed Advertising/Marketing Request to Viv. Unless Viv provides express written approval to the Consultant, the request shall be deemed denied. Consultants who receive authorization to produce their own Sales Aids and Tools may make approved Sales Aids and Tools available to other Consultants free of charge but may not sell, lease or charge a fee of any nature to any other Consultant for such Sales Aids and Tools. Viv reserves the right to distribute any approved Sales Aid and Tools to other Viv Consultants free of charge. Approved Sales Aids and Tools may be posted in each Consultant's Virtual Office. The Consultant who submitted the Sales Aid and Tools to the Company waives all claims to remuneration for such use and grants Viv an irrevocable, royalty-free license to use the Sales Aids and Tools as Viv deems appropriate. Viv reserves the right to rescind approval for any Sales Aids and Tools at any time for any reason. Consultants waive all claims against Viv and Viv Related Parties for damages, compensation, expenses, costs or remuneration of any other nature arising from or relating to such rescission.

### 4.5.2 Consultant-Produced Events

In the event a Consultant wishes to hold a live or virtual training or promotional event, the Consultant must use presentations, materials and scripts that are provide by Viv and may not alter the sales presentations or content. If a Consultant wishes to produce custom content or presentations for a live or virtual training, these are considered Sales Aids and Tools, and the Consultant must obtain the prior written approval, as per Section 4.5.1. The Consultant may only charge admission to other Consultants. Non-Consultants attending the event must be allowed to attend at no charge. The admission charge may only cover the Consultant's costs in holding the event and may not, under any circumstances, exceed \$10.00 per Consultant

attendee. Viv reserves the right to rescind approval for any approved training or promotional event at any time for any reason. Consultants waive all claims against Viv and Viv Related Parties for damages, expenses, costs or remuneration of any other nature arising from or relating to such rescission.

### 4.5.3 Consultant-Developed Websites

Consultants who have reached the rank of [[Promoter On The Rise]] (as defined in the Compensation Plan) or above may develop a website to promote Viv products, services or Opportunity, or to provide training or support to their Organization. Prior to publication, the Consultant must submit the proposed website and all content to Viv Virtual Office for written approval, which can be withheld in Viv's sole discretion. Viv will deduct \$500 from the Consultant's commissions in order to conduct a website review and approval. Consultants are responsible to notify Viv of any changes to content or new content on the website prior to posting and must receive written approval from Viv for any content addition. Viv reserves the right to rescind its approval of a website or require that a previously-approved website be discontinued in the event it determines it no longer meets Viv's standards, as determined in its sole discretion. Consultants waive all claims against Viv and Viv Related Parties for damages, compensation, expenses, costs or remuneration of any other nature arising from or relating to such rescission.

### 4.5.4 Marketing Events

A "Marketing Event" is any conference, convention, seminar, trade show or other public gathering held by a third party that provides a Consultant the ability to market Viv products, services and Opportunity to potential Customers and Consultants. In the event that the Consultant is displaying Viv materials at an event where other booths and companies are presenting, the Consultant, must receive approval from the third-party event coordinator and ensure that the Consultant's booth or display is the only Viv Consultant booth or display participating in the event as a vendor or exhibitor. The Consultant must receive prior written approval from Viv and an official Viv Name Badge to promote at a Marketing Event by contacting Viv. A Consultant with a display at a Marketing Event must (i) visibly display, as required by law, the Consultant's Viv Name Badge at all times when soliciting Customers or Consultants; (ii) provide the potential Customer with approved written information regarding Viv products and services immediately upon request; and (iii) provide Viv's email address and website address for inquiries, verification and complaints. Viv recommends that Consultants visit Vivmarket.com for booth accessories and branding needs for a professional display. Viv reserves the right to refuse authorization to participate in any function that it does not deem suitable for the promotion of Viv.

#### 4.5.5 Search Engine Advertising

A Consultant may use paid search engine advertising (e.g., Bing, Google) with prior written approval by Viv. Consultants must submit written requests to Viv to receive the written approval prior to engaging the use of paid search engine advertising. Unless a Consultant receives written approval, the request shall be deemed denied. Consultants receiving approval to engage in search engine advertising acknowledge that the success, or lack thereof, is not the responsibility of Viv. Consultants waive all claims against Viv and Viv Related Parties for damages, compensation, expenses, costs or remuneration of any other nature arising from unsuccessful advertising campaigns.

#### 4.5.6 Links and Banner Ads

Consultants may place banner ads and links on third-party websites only to their Personal Website, provided that the Consultant uses Viv approved banner ads, templates and images, and that the third-party website meets Viv's standards. In order to be acceptable placement for any Viv banner ad or linked image, the third-party website shall not (i) contain any content or material that could be construed as unlawful, offensive, controversial or distasteful; (ii) contain content and materials that are not appropriate for all age groups; (iii) contain any content that is in conflict with the Policies; (iv) contain any content or material that could be construed as competitive to Viv's products and services or its energy providers or vendors or (v) contain links or banner ads for any other Direct Selling company or in any way promote another Direct Selling company or Competing Activity. Prior to placing a link or banner ad on a third-party website, the Consultant must submit the URL of the third-party website to Viv for written approval. Unless a Consultant receives written approval, the request shall be deemed denied. If the website at any time no longer meets the Viv standards, as may change from time to time, Viv may require its removal. The Consultant must immediately remove the link or banner ad. When directing readers to a Personal Website, it must be evident to a reasonable reader that the link will go directly to a Personal Website. Any attempt to mislead Internet readers into believing they are going to a Personal Website, when in fact they land at another website, is prohibited.

#### 4.5.7 Approved Domain Forwarding and Domain Names

Consultants wishing to use domain forwarding for the purposes of directing a browser to their Personal Websites are permitted to do so; however, the Consultant must submit the domain name to Viv for written approval prior to active use or forwarding and cannot use the Viv name or any Viv trademarks in the domain name. Unless a Consultant receives written approval, the request shall be deemed denied.

#### 4.5.8 Permitted Email Solicitations

Notwithstanding the provisions of Section 4.3.3.4 above, email solicitations to prospective Customers or Consultants are permitted if the following conditions are met:

- a) The email recipients on the distribution list are people the Consultant knows personally or who have specifically requested to receive messaging about Viv from the Consultant;
- b) The content of all email solicitations is Viv-provided and approved content and aligns with the terms of the Agreement;
- c) The content complies with the applicable laws and regulations including, without limitation, the Federal CAN-SPAM ACT;
- d) There is a functioning return email address to the sending Consultant;
- e) There is an "opt-out" notice that allows recipients to reply to the sending Consultant that the recipient does not wish to receive future emails (all such "opt-out" requests must be honored);
- f) The sending Consultant's physical mailing address is included in the email;
- g) The email text clearly discloses that the message is an advertisement or solicitation; and
- h) The email subject line must not be deceptive or a poor representation of the email content.

#### 4.5.9 Video or Audio Recording

Producing or reproducing, for sale or distribution, any recorded Viv events or speeches for sale or profit without the express written approval from Viv is prohibited. Viv will make available, from time to time, recordings and productions of such events and speeches, which Consultants may distribute.

#### 4.6 Media and Media Inquiries

Consultants shall not respond to media inquiries regarding Viv, its parent company, or any Affiliate, provider or vendor. All inquiries by any type of media (e.g., magazine, newspaper, online media, radio, television) must be immediately referred to Viv's Consultant Support Department to ensure that accurate and consistent information is provided to the public. Consultants shall not utilize magazine, newspaper, online media, radio or television media for the advertising or promotion of Viv products and services without the express written approval of Viv. In the event that Viv grants permission for the use of such media, Viv reserves the right to be involved in the production process and be granted the right to copies and future use of all recordings at no compensation to the Consultant. Consultants waive all claims against Viv and Viv Related Parties for damages, compensation, expenses, costs or remuneration of any other nature arising from or relating to such future use.



#### 4.7 Reference to a Consultant

A Consultant may be listed as an "Independent Consultant" in contact directories (e.g., yellow pages, white pages, online yellow pages) under the Consultant's own name. Consultants shall not identify themselves as Viv employees or agents or any title other than Independent Consultants. Consultants shall not place telephone directory display ads using Viv's Intellectual Property. Consultants shall not answer the telephone or have a voicemail greeting message saying "Viv Network," or any other language that would lead the caller to believe that he or she has reached the corporate offices or the office of any Viv supplier or vendor. All Consultant's correspondence (such as emails or on business cards) should refer to the Consultant as an "Independent Consultant", "Independent Life Consultant" or "Independent Viv Life Consultant." For example, "Brian Green, Independent Viv Life Consultant."

#### 4.8 Authorization to Use Name and Likeness

By executing the Consultant Agreement, each Consultant grants to Viv and its Affiliates and agents the absolute, perpetual and worldwide right and license to use, record, photograph, publish, reproduce, advertise, display, edit and sell in any manner for all purposes, the Consultant's name, photograph, likeness, voice testimony, biographical information,

image and other information related to the Consultant's business with Viv (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions) audio and videotapes on the Internet or in other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. Each Consultant waives any right to inspect or approve any Publicity Materials including or accompanying the Consultant's Likeness. Each Consultant further releases Viv and Viv Related Parties from any liability or obligation that may arise as a result of the use of the Consultant's Likeness, including, without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander). A Consultant may withdraw the Consultant's authorization of any use of the Consultant's Likeness that has not already been publicized by providing written notice to Viv. Consultants agree that any information given by Consultant, including the Consultant's testimonial, is true and accurate.

#### 4.9 Translation of Materials by Consultants Prohibited

Viv prohibits Consultants from translating any Sales Aids or Tools or other Viv materials from English into other languages.

## SECTION 5

# STRUCTURING AN INDEPENDENT VIV BUSINESS

#### 5.1 Independent Contractor Status

Consultants are independent contractors. The Agreement between Viv and its Consultants does not create an employer/employee relationship, agency, partnership or joint venture between Viv and the Consultant. Consultants shall not be treated as employees for tax purposes or any other purpose or be eligible for unemployment compensation. Consultants are responsible for paying applicable taxes due from all compensation earned as Consultants. The Consultant has no authority (express or implied) to bind Viv to any obligation. Consultants shall establish their own goals, hours and personal level of commitment, so long as they comply with the terms of the Agreement and applicable laws.

#### 5.2 One Viv Business Per Individual or Business Entity

An individual or Business Entity can only have an ownership interest, legal or equitable, in one Viv business. In the event that multiple accounts are discovered, the most recently sponsored accounts will be deactivated in addition to other possible disciplinary action. If a Consultant is married or in a

domestic partnership, the spouse or partner may be designated as an "authorized user" but only the individual enrolling as a Consultant will be entitled to commissions.

Spouses or Domestic Partners may operate a separate Viv business, provided they are in the same Line of Sponsorship, and one spouse or domestic partner directly sponsors the other (except in cases where each spouse or domestic partner owned a Business prior to being married or registered). Each spouse agrees that the actions of one spouse or domestic partner may be attributed to the other spouse or domestic partner and may result in corrective action against both spouses or domestic partners. Additionally, the spouses or domestic partners must determine and communicate to Viv which business will be recognized as Viv will only recognize one Viv business operated by the spouses or domestic partners.

### 5.3 Actions of Household Members or Affiliated Persons

If any member of a Consultant's Household engages in any activity that, if performed by the Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Consultant. Similarly, if any Affiliated Person of a Business Entity (as defined in Section 5.4(c)) violates the Agreement, such actions will be deemed a violation by the Business Entity. Additionally, a Consultant may not hire any other persons to work or market for the Consultant's business unless they have been trained and /or certified as required by applicable laws, rules or regulations.

### 5.4 Business Entities

A corporation, limited liability company, partnership or trust ("Business Entity") may apply to be a Consultant. For a Business Entity to become a Consultant, it must provide Viv with the following:

- a) A completed Consultant Agreement (paper or online application) signed by an authorized officer of the Business Entity;
- b) A copy of any organizational or governing documents;
- c) The full name and address of each individual (e.g., shareholder, member, partner, director, manager, officer, trustee or beneficiary) who has an ownership interest in, or management responsibility for, the Business Entity (hereafter an "Affiliated Person");
- d) A properly executed IRS Form W-9 (Request for Taxpayer Identification Number and Certification);
- e) A letter from the Business Entity designating one individual, who is an Affiliated Person and who must be at least 18 years of age, as the responsible party for the Business Entity's operations and sales; and
- f) Such other information reasonably requested by Viv from time to time.

Any Business Entity submitting an online Consultant Agreement will need to submit all required documentation to Viv in order to complete enrollment. Each Affiliated Person of a Business Entity will be a "co-applicant" and must agree to be, and Viv will hold each, personally liable to Viv and bound by the Agreement and responsible for the Business Entity's actions. Any changes to the above information must be immediately provided to Viv.

### 5.5 Change of Consultant Legal Designation

Consultants may change their legal designation under the same Sponsor from an individual to a Business Entity (as well as changing the type of Business Entity). Consultants seeking such a change must comply with Section 5.4; complete the Business Entity Change Application and a new Consultant Agreement. All documents should be submitted to Viv along with the current administrative fee.

### 5.6 Sponsoring a Consultant

All Consultants in Good Standing have the right to sponsor a prospect into Viv. When a Consultant has presented the Viv Opportunity to a prospect, other Consultants should be courteous of the relationship and not interfere in the sponsoring process by attempting to entice enrollment under a different Sponsor for a minimum period of 30 days. After this 30-day time frame has elapsed, the prospect is considered a free agent and can be approached by other Consultants in the field. If two Consultants claim to be the Sponsor of the same new Consultant, Viv will expect the resolution for the dispute to take place in the field. In the event this cannot be accomplished and the new Consultant did not make the choice, Viv will assign the new Consultant to the Sponsor identified in the first dated application received by Viv.

### 5.7 Enrolling an Affiliate

Upon reaching the rank of Promoter 320 (as defined in the Compensation Plan), Consultants may enroll organizations into the Viv's Affiliate Program. The Affiliate Program is intended for groups and organizations and is not intended for individual enrollment. More information on the Affiliate Program is available in the Consultant's Virtual Office.

### 5.8 Sponsorship Lineage Changes

- a) To protect the integrity of all, Viv does not permit a Consultant to change sponsorship from one Sponsor to another Sponsor ("Cross-Team Sponsorship") except as expressly provided below.
- b) When a new enrolling Consultant is mistakenly enrolled under someone other than the Consultant intended to be the Sponsor, the new enrolling Consultant may request that the Consultant be transferred to another Sponsor provided the request occurs within 10 days of enrollment and provided that the new enrolling Consultant has not personally sponsored any Downteam Consultant(s). To be considered, the request must include the approval of the current Sponsor of the new enrolling Consultant requesting the sponsorship change, and the new Sponsor who would receive the Consultant making the request. In the case of an approved Sponsor change, commissions and bonuses previously earned will not be adjusted upline or downline. If the new enrolling Consultant does not submit the necessary approvals in writing along with the initial request within 10 days of enrollment, the change will not be implemented. Once a Consultant submits a sponsor change request to Viv, no details of the request may be modified prior to the actual change.
- c) Consultants may change Sponsors by voluntarily canceling the Consultant Agreement and remaining Inactive (e.g., no sales of Viv products or services, no sponsoring of Consultants, no attendance at any Viv functions and no participation in any other form of Consultant activity or operation of any other Viv business) for 6 calendar months.

## SECTION 6

# RESPONSIBILITIES OF CONSULTANTS

Following the 6-month period of inactivity, the former Consultant may reapply under a new Sponsor.

d) If the Company determines that Cross-Team Sponsoring has occurred, it may take disciplinary actions against the Consultant that changed Organizations and those Consultants who participated in the Cross-Team Sponsoring. Viv also may move all or part of the offending Consultant's Organization to the Consultant's original Organization if Viv deems it equitable and feasible to do so, as determined in its sole discretion. Viv has no obligation to move the Cross-Team-sponsored Consultant's Organization. The ultimate disposition of an Organization remains within the sole discretion of Viv. Consultants waive all claims and causes of action against Viv and Viv Related Parties relating to changes in the Lines of sponsorship of a Cross-Team Sponsored Consultant's Organization.

### 6.1 Confidentiality Agreement

During the term of the Agreement, Viv may supply to Consultants confidential information, including, but not limited to Viv Reports ("Reports"), genealogical, Downteam and Upteam reports, Customer lists and information, Consultant lists and information, trade secrets, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which Viv deems as ("Confidential information"). All such Confidential Information (whether oral or in written or electronic form) is proprietary and confidential to Viv and is transmitted to Consultants in strictest confidence for use solely in Consultants' business with Viv. Consultants must use their best efforts to keep such information confidential and may not disclose any such information to any third party, directly or indirectly, except in strict accordance with the Agreement. Consultants may not use Confidential Information to sell products or services other than Viv's products and services or in connection with any other business during the term of and after termination of the Agreement. Upon nonrenewal or termination of the Agreement, Consultants must immediately discontinue all use of the Confidential Information and if requested by Viv promptly return all materials in their possession to Viv within 5 business days of request at their own expense.

### 6.2 Viv Reports

All Reports provided to a Consultant are proprietary to and owned by Viv. Each Consultant acknowledges that the Reports may contain information concerning the Consultant, including, but not limited, to the Consultant's name, address, phone number, products purchased and sold and earnings. Consultants, by executing the Consultant Agreement, consent to the use and dissemination by Viv of the Reports and information therein and any other information concerning a

Consultant collected by Viv in connection with the Consultant's business, including to enforce the terms of and its rights under the Agreement and to comply with applicable laws. Reports are available for Consultant access and viewing in the Virtual Office. Access to Reports is password protected. These Reports are provided to Consultants in strictest confidence and are made available to Consultants for the sole purpose of assisting Consultants in working with their respective Organizations in the development of their Viv business. Consultants should use their Reports to assist, motivate and train their Downteam Consultants. Upon demand by Viv, any current or former Consultant will return any and all copies of the Reports in the Consultant's possession to Viv.

### 6.3 Unauthorized Claims

#### 6.3.1 No Unauthorized Claims

Consultants are fully responsible for all of their verbal and written statements made regarding Viv products, services and Opportunity or Viv and its providers, partners and vendors that are not expressly contained in official Viv materials. Consultants agree to indemnify and hold harmless Viv and Viv Related Parties from any and all liability, including judgments, third-party lawsuits, civil penalties, refunds, attorney fees, court costs and lost business incurred as a result of or stemming from the Consultant's unauthorized representations, actions or inactions.

#### 6.3.2 Compensation Plan Claims

When discussing the Viv Compensation Plan, Consultants must concisely make it clear to prospective Consultants that financial success with Viv requires commitment, effort and sales skill. Consultants must not make any income claims or representations of earnings as Viv makes no such representations. Consultants are responsible for ensuring that other Consultants in their Organization are trained and familiar with the sales requirements and commission rewards of the Compensation Plan.

#### 6.3.3 Income or Lifestyle Claims

Consultants must truthfully and fairly describe the Compensation Plan. No past, potential or actual income claims may be made to prospective Consultants, nor may Consultants use their own incomes as indications of the success assured to others. Income claims include statements of average or non-average earnings, statements of earning ranges, income testimonials, lifestyle claims (including statements involving large homes, luxury cars, exotic vacations or other items suggesting or implying wealth) and hypothetical claims. Commission checks or bank statements may not be used as marketing materials. Consultants may not guarantee

commissions or estimate expenses to prospects. Any earnings information or statements regarding income in the Compensation Plan are solely to explain the Compensation Plan and are not representations or guarantees of any earnings or income. Viv does not guarantee or imply any specific earnings or income. Individual income results may vary significantly and are based on many factors, including Consultant's individual efforts, business experience and skills. Viv makes no warranty or representation as to the level of success, if any. Consultants may achieve by selling any product or in soliciting Consultants or retail customers.

### 6.3.4 Earnings Disclosure Statement (EDS)

Viv, from time to time, may distribute an Earnings Disclosure Statement ("EDS"). The EDS is designed to accurately convey honest and comprehensive information regarding the income of Viv Consultants. The EDS represents the average earnings of Viv Consultants and provides high, low and average monthly earnings information, as well as annualized averages. When discussing or promoting the Viv Opportunity to prospective Consultants, the Consultants must provide a copy (if available), of the current EDS available in Virtual Office to each prospect. If no EDS has been published by Viv, then Consultants may not make any reference to the amount of money a Consultant is making or any other earning claims, actual or projected.

### 6.3.5 Products and Services Claims

EXCEPT AS EXPRESSLY MADE BY VIV IN WRITING, VIV MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, NON-INFRINGEMENT OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH VIV. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES OF VIV ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." VIV DOES NOT WARRANT THAT ITS PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. VIV DOES NOT WARRANT THAT ANY WEBSITE OPERATED, SPONSORED OR HOSTED BY VIV OR ANY OF ITS AFFILIATES WILL BE UNINTERRUPTED OR FREE FROM ERROR. VIV IS NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVERS, SATELLITES AND/OR SERVICE PROVIDERS; OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS; OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.

## 6.4 Consultant Participation in Other Direct Selling Programs

Except as expressly set forth herein, during the term of the Agreement, Consultants may participate in other Direct Selling companies or programs provided the Consultant:

- a) Does not represent, sell or promote any companies, Direct Selling or otherwise, that offer competing products or services to any current Viv products or services;
- b) Adheres strictly to the exclusivity/non-solicitation guidelines in Sections 3.9 and 6.5;
- c) Upon achieving the rank of Pacesetter must disclose any other Direct Selling or Affiliate Marketing company with which the Consultant intends to be involved with by sending an email to Viv and receive confirmation from Viv that the other Direct Selling company is not considered competitive under this Section 6.4; or
- d) Because of the significant rewards and benefits a Consultant at the rank of [Silver Executive] (as defined in the Compensation Plan) or above has, such Consultants must ensure that any participation with another Direct Selling organization is purely passive. Passive participation means that the Consultant may (i) maintain a position in another company, (ii) consume products of another company and (iii) receive compensation from another company from previous or current sales efforts. However, passive participation expressly prohibits the Consultant from having any active or visible participation in the other company, including but not limited to the Consultant (i) having a leadership role, (ii) appearing in person at events or in promotional materials for, (iii) actively recruiting or promoting for (including personally sponsored Consultants), (iv) being an employee of any Direct Selling company or business in any capacity, (v) online exposure such as Social Media sites as explicitly set forth in Section 4.4.3, or (vi) conducting any other activity in another Direct Selling organization Viv deems not passive. If a Consultant with the rank of Silver Executive or above violates this provision, in addition to the disciplinary actions set forth in Section 11, Viv may remove one or more of the leadership benefits associated with such rank.

Consultants who become aware of other Viv Consultant cross-recruiting behavior are required to notify the Ethics Department at [ethics@justviv.com](mailto:ethics@justviv.com) of such violations of Policies and Procedures.

## 6.5 Exclusivity; Non-Solicitation

Consultants must operate their Viv business separate and apart from any other business in which the Consultant may participate, including any Direct Selling business. The Consultant must not:

- a) Offer, discuss or promote the products, services or opportunity of any other Direct Selling or Affiliate Marketing company, directly or indirectly, to Viv Consultants outside of their own personally sponsored Consultants.



b) Display Viv Sales Aids or Tools, products or services with or in the same location as any other Direct Selling company's promotional materials, sales aids, products or services, including not only physical proximity, but also online exposure such as Social Media sites as explicitly set forth in Section 4.4.3.

c) Induce, directly or indirectly, or attempt to induce any other Viv Consultant or Customer to market, sell, supply, buy or acquire products, business aids or services not produced, supplied or endorsed by Viv. This includes including non-Viv products and services in the initial offer or presentation to prospective Consultants or Customers, which is prohibited.

d) Consultants shall not discuss, offer or promote the products or services of any other Direct Selling company in any way, passively or actively, at any Viv-related meeting, event or convention.

Consultants must not, during the term of this Agreement and for a period of 12 months thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any Consultant or Customer of Viv or a Viv Affiliate, provider or vendor to a person or Business Entity that (i) engages in a Competing Activity or is a Direct Selling company or (ii) offers any products or services similar to those offered by Viv or a Viv Affiliate, or their employees, representatives, providers or vendors during that period, whether or not the Consultant originally sponsored such Consultants or enrolled such Customers to Viv or its Affiliates, providers or vendors (such activities are collectively referred to herein as 'Solicitation'). Consultants acknowledge and agree that all Customers solicited by Consultants on behalf of Viv or a Viv provider are deemed to be Customers of Viv, its Affiliates and/or Viv's providers or vendors and not of Consultants. The non-solicitation prohibition contained in this paragraph will be strictly enforced [Note: Let's discuss.]. Further, during the term of this Agreement and for a period of 6 months thereafter, Consultants may not enter into a direct marketing or direct selling relationship with any Viv supplier or vendor.

## 6.6 No Customer Solicitation in Unapproved Deregulated Markets

Due to the regulation of energy, Viv's Autopilot service may only be sold and marketed in Viv-approved markets. As additional markets are opened for the sale of Viv services, Viv will announce such markets and availability to all Consultants. Neither Viv nor any of its Affiliates makes any representation, warranty or guarantee that Viv services will be available in any additional markets.

## 6.7 Privacy

Consultants must comply with all applicable privacy and data security laws, including security breach notification laws. Consultants must take appropriate steps to safeguard and protect all private information, including, without limitation, names, addresses, ZIP codes, phone numbers, credit card and

social security numbers provided by a Customer, prospective Customer or other Consultant. Consultants must hold such information in strict confidence. Consultants are responsible for the secure handling and storage of all documents that may contain such private information. Consultants must adopt, implement and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and Customer data. Appropriate safeguards may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files, or (iv) shredding paper files containing confidential information or customer data. Consultants should retain documents containing such information for only as long as necessary to complete the transaction. Consultants should dispose of any paper or electronic record containing customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (A) shredding; (B) permanently erasing and deleting; or (C) otherwise modifying the Customer data and other confidential information in those records to make it unreadable, unreconstructible and indecipherable through any means.

## 6.8 Vendor and Product Providers Confidentiality

Viv's business relationships with its vendors and providers are confidential. Consultants must not, directly or indirectly, contact or speak to or communicate with any provider or vendor of Viv except at a Viv-sponsored event at which the vendor or provider is present at the request of Viv or with respect to their own personal account. Any questions, comments or concerns relating to a Consultant's business should be communicated directly to Viv. In no event shall a Consultant contact any provider, vendor or regulator in an attempt to represent Viv or its business.

## 6.9 Change of Contact Information

Accurate and current contact information of Consultants is essential for timely delivery of Viv information as well as the issuance of tax documents and commissions. Therefore, all Consultants are required to keep their contact information (e.g., contact name, email address, mailing address and telephone number) current. Any email address or telephone number change can be made in the Consultant's Virtual Office or by contacting Viv's Consultant Services Department. A mailing address change can only be made by contacting Viv's Consultant Support Department and providing a team member with documentation for proof of residence.

## 6.10 Non-Disparagement

Viv values constructive criticism and comments from Consultants. All such comments should be submitted in writing to Viv. Viv welcomes constructive input, however negative comments and remarks made by Consultants about Viv, other Consultants or Customers or employees serve no

legitimate purpose. During the term of this Agreement and thereafter, Consultants shall not disparage, demean or make inappropriate, negative or untrue remarks about Consultants, Customers, Viv or Viv Related Parties. Additionally, during the term and thereafter, Consultants shall not disparage regulators, competitors, providers or vendors. Viv reserves the right to remove any disparaging, untrue or inappropriate comments from any of Viv's mediums or forums. The nondisparagement prohibition contained in this paragraph will be strictly enforced and violations of this provision could result in disciplinary action up to and including termination in Viv's sole discretion.

### 6.11 Virtual Office

Viv provides an online Virtual Office to all of its Consultants. The Virtual Office provides access to Confidential Information that may be used solely and exclusively to promote the development of a Consultant's Viv business and to increase sales of Viv products and services. Viv reserves the right to deny a Consultant access to Consultant's Virtual Office at its sole and absolute discretion. The Virtual Office is separate from the Consultant's Personal Website. Consultants agree that they shall not post, publish or otherwise disseminate any of the documents or information found in their Virtual Office that are designated as Confidential Information without written approval from Viv. Consultants may not directly or indirectly disclose the password or other access code to the Consultant's Virtual Office.

### 6.12 No Representation as to Accuracy; Virtual Office Reports

All information provided by Viv in the Virtual Office regarding Organizations, Customers, Consultants and commissions is believed to be accurate and reliable. However, the information is not guaranteed to be true or accurate by Viv nor any persons creating or transmitting the information. To the fullest extent permissible under applicable law, Viv, Viv Related Parties and/or other persons creating or transmitting the information will in no event be liable to any Consultant or anyone else for any direct, indirect, consequential, incidental, special or punitive damages (including but not limited to lost profits bonuses/commissions, loss of opportunity and damages, whether under any tort, contract, negligence, strict liability, products liability or other theory) that arise out of the use of or access to Organization sales and/or enrollment information or may result from inaccuracy, incompleteness, inconvenience, delay or loss of the use of the information, even if Viv, its Affiliates or other persons creating or transmitting the information shall have been advised of the possibility of such damages. Access to and use of Viv's online reporting services and the Consultant's reliance upon such information is at the Consultant's own risk. All such information is provided to the Consultant "as is." If the Consultant is dissatisfied with the accuracy or quality of the information, the Consultant's sole and exclusive remedy is to discontinue use of and access to Viv's online reporting services and reliance upon the information.

### 6.13 Income Taxes

Each Consultant is responsible for paying applicable federal or state taxes on any income or compensation generated as a Consultant. Annually, Viv will provide an IRS Form 1099-MISC

## SECTION 7

# GENERAL UNDERSTANDING AND BUSINESS OWNERSHIP

earnings statement to each Consultant who had earnings of more than (at the time of these Policies) \$600.00 in the previous calendar year. Failure to provide required tax documentation or a verified taxpayer identification number will subject the Consultant to backup withholding in addition to other actions.

### 6.14 Insurance

As independent contractors of Viv, Consultants are not covered by Viv's insurance. As business owners, it is recommended that all Consultants have appropriate or required general liability and workers' compensation coverage.

### 6.15 Recordkeeping

Viv encourages all its Consultants to keep complete and accurate records of all their business dealings. Consultants must provide all Customers of Viv's products and services with written receipts in compliance with applicable law.

### 7.1 Requests for Records

Any request to Viv from a Consultant for copies of applications, invoices, reports or other records will require a fee of \$2.00 per page per copy. This fee covers the time required to research files and make copies of the records.

### 7.2 Returned Checks

All checks returned by a Consultant's bank for insufficient funds will be resubmitted for payment. A \$25.00 returned check fee will be charged to the account of the Consultant. After receiving a returned check from a Consultant, all future orders must be paid via credit card, money order or cashier's check. Any outstanding balance owed to Viv by a Consultant for non-sufficient funds checks and returned check fees will be withheld from subsequent bonus and commission checks.

### 7.3 Sale, Transfer or Assignment of a Viv Business

Although a Viv business is a privately owned, independently operated business, the sale, transfer or assignment (the "Transfer") of a Viv business or an Affiliated Person's interest in a Business Entity that owns a Viv business (collectively, the "Business") is subject to the terms of the Agreement. If a Consultant intends to sell the Business, the Consultant may submit a request to Viv. Viv will review all requests for sale or transfer of Business and reserves the right to approve or not approve in Viv's sole discretion. The purchaser's ability to support the Business will be a key determining factor. In addition, the following criteria must be met at a minimum:

- a) Both the seller and purchaser must complete the Sale or Transfer of Viv Business form provided in the Virtual Office and submit it to Viv and pay the then current administrative fee;
- b) The existing Line of sponsorship will be Transferred intact so that the enrollment lineage remains the same;
- c) The purchaser must execute a Consultant Agreement. If the prospective purchaser is already an Active Consultant, the purchaser will be required to terminate the Consultant's current Viv Business and wait 6 months to purchase the Business;
- d) Any debt obligations the seller and, if applicable, the purchaser, has with Viv must be satisfied before the Transfer is finalized;
- e) The seller and, if applicable, the purchaser, must be in Good Standing and not in violation or under investigation of any of the terms of the Agreement;
- f) The seller must agree to continue to abide by the post-termination covenants contained in the Agreement; and
- g) Three months have passed since the time of the Seller's enrollment and/or reactivation of a Consultant account.

It is a condition to Viv's consent to any Transfer that the transferring Consultant complies with certain post-sale obligations including, without limitation, the confidentiality, nonsolicitation and nondisparagement covenants stated in the Agreement. The purchaser must acknowledge that any violation of these provisions by the Transferring Consultant could result in disciplinary action, up to and including termination of the Transfer of the Business. If any such covenants are breached, the Transfer may be considered null and void back to the date of the original transfer and the position will revert to Viv.

If it is determined, in Viv's sole discretion, that a Business was Transferred in an effort to circumvent compliance with the Agreement, the Transfer will be declared null and void. In Viv's sole discretion, additional appropriate legal action, including, without limitation, termination, may be taken against the transferring Consultant or purchaser to ensure compliance with the Agreement.

Viv reserves the right to request additional documentation and require additional conditions to the Transfer. Viv will, at its sole and absolute discretion, approve or deny the proposed Transfer within 30 calendar days after its receipt of all necessary

documents from the parties. If the parties fail to obtain Viv's written approval for the Transfer, the Transfer shall not occur. The purchaser must assume the obligations and position of the seller. A Consultant who sells a Business shall not be eligible to reapply as a Consultant for a period of at least 6 calendar months after the date of the Transfer.

### 7.4 Separation of a Viv Business

Dissolution of Business Entities or Co-applicant accounts or those of married couples or domestic partnerships ("Dissolving Consultant") may not be disruptive to Viv, Customers, Consultants or Organizations. As a result of any dissolution process, the parties must adopt one of the following methods of operation:

- a) One of the parties (the "Remaining Consultant") may, with consent of the other(s), operate the Viv Business pursuant to an assignment in writing where the relinquishing party (the "Relinquishing Party") authorizes Viv to deal directly and solely with the Remaining Consultant; or
- b) The parties may continue to operate the Viv Business jointly on a "business-as-usual" basis, whereupon all compensation paid by Viv will be paid according to the status quo as it existed prior to the dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above in Section 7.4(a).

Under no circumstances will the Organization of a Dissolving Consultant be divided or split. In the event that parties of a Dissolving Consultant are unable to resolve a dispute over the disposition of ownership of the Viv Business in a timely fashion or the dispute negatively impacts the Dissolving Consultant's Organization or Viv, as determined by Viv in its sole discretion, the Consultant Agreement may be terminated.

If a Relinquishing Party has relinquished all rights to the original Viv Business in a dissolution, he or she thereafter may be considered, by Viv on a case-by-case basis, for enrollment under any Sponsor of his or her choosing without waiting 6 calendar months. In the case of Business Entity dissolutions, each Affiliated Person must wait 6 calendar months from the date of the final dissolution before re-enrolling as a Consultant. In either case, neither shall have any rights to any Consultants or Customers in the former Organization.

### 7.5 Succession

Upon the death or incapacity of a Consultant, his or her Viv Business may be passed to his or her heir(s) or as required by law to a guardian, conservator or trustee. A Consultant may retain and inherit another Viv Business even though the Consultant already owns or operates a Viv Business. Appropriate legal documentation must be submitted to Viv to ensure the Transfer is valid. Whenever a Viv's business is transferred by a will or other testamentary process or by law, the heir(s) or other transferees acquire the right to collect all bonuses and commissions of the deceased or incapacitated Consultant's Organization provided the following qualifications are met:



## SECTION 8

# BONUSES AND COMMISSIONS

- (i) the heir(s) or other transferee(s) must complete and execute a Consultant Agreement, including all required tax forms;
- (ii) the heir(s) or other transferee(s) must provide Viv with an "address of record" to which all bonus and commission payments will be sent; and
- (iii) if the business is bequeathed to multiple heirs or transferees, they must form a Business Entity and acquire an FEIN. Viv will issue all bonus and commission payments on one IRS Form 1099-MISC to the Business Entity.

In the case of intestacy, Viv will deem the Viv Business nontransferable, and the Consultant's position will be removed from Viv's business if it is not contacted by an authorized representative of the estate or the heirs, successors, trustees, personal representative, or executor of the decedent within 90 days of the Consultant's death.

### 8.1 Product and Service Sales

The Compensation Plan is based on the sale of Viv products and services to Customers. Consultants must fulfill personal sales requirements on the sale of Viv's products and services (as well as meet other responsibilities set forth in the Compensation Plan) to be eligible for bonuses and commissions or advancement to higher ranks. To be eligible for payment of bonuses and commissions a Consultant must set up their Viv Wallet account. All bonuses and commissions are paid in US dollars.

### 8.2 Bonus and Commission Qualifications

A Consultant must be Active and in Good Standing with an active account to qualify for bonuses and commissions. Viv shall pay commissions to such Consultants in accordance with the Compensation Plan. Each Consultant's commissions will be paid to the Consultant by a third-party payment-processing vendor and third-party payment-processing fees may apply. Such fees are disclosed on the third party's website. If a Consultant's social security number, ITIN or FEIN does not match the social security number, ITIN or FEIN on the bank account receiving payments, Viv will not pay the commissions until the discrepancy is resolved, at which time any back-dated commissions will be tried up. All prizes, trips and other compensation earned by

Consultants are taxable income and reported to the IRS on a Form 1099-MISC.

### 8.3 International Bonus and Commission Payments

Consultants that are building a Viv Business in the US residing in another country are entitled to earn commissions in the US (refer to Section 2.1) which will be paid in US dollars into their Viv Wallet Account. They may be required to have a local US Bank Account to withdraw funds. It is the responsibility of the Consultant to understand any and all US tax requirements and any international laws that may be applicable in their country for earnings in the US.

### 8.4 Adjustment to Bonuses and Commissions

Consultants receive bonuses and commissions and rank advancement based on the actual sales of Viv products and services to Customers as well as the sales of their Downteam Consultants. Any errors or insufficient data used to pay such bonuses and commissions or to accelerate rank advancement will be corrected and may result in a deduction from future payments or in the payment of additional amounts to such future payments. When this action occurs, it will be clearly disclosed to the affected Consultants as either a positive or negative usage adjustment. In addition, as noted in Section 11.2, commissions and bonuses may not be paid, may be offset or must be refunded if they were paid as a result of certain improper or illegal action or chargebacks.

### 8.5 Errors or Questions

If a Consultant has questions about or believes any errors have been made regarding bonuses/commissions, reports or charges, the Consultant must contact Viv within 60 calendar days of the date of the purported error or incident in question. Viv will not be responsible for any errors unless it is determined that the error was the result of an administrative oversight and was not corrected. Viv will not be responsible for any errors, omissions or problems not reported to Viv within 60 calendar days from the date the bonus/ commission was paid.

### 8.6 Chargebacks

In the event a Consultant files a charge reversal with a payment source, the Consultant Agreement will be terminated and no

## SECTION 9

## CONSULTANT REFUNDS UPON CANCELLATION OF THE AGREEMENT

refund issued. Additionally, the Consultant forfeits all bonuses and commissions earned and unpaid as well as all future bonuses or commissions. Viv reserves the right to consider a Consultant with the rank of Pacesetter or above in violation of these Policies should there be a higher than normal percentage of charge reversals in their Downteam Organization. Viv reserves the right to re-consider reinstating the Consultant who has filed a charge reversal. If such case, Viv will withhold any fees incurred related to the charge reversal from future bonuses or commissions.

### 8.7 Retail Sales Rule

In order to qualify for commissions, a Consultant must remain in an active status by maintaining a personal active order(s) or maintaining a customer(s) with a personal active order(s).

### 9.1 Refunds Upon Termination

For those Consultants who cancel within 30 days of their enrollment date, the Consultant may request a 90% refund of the initial enrollment fee as long as the Consultant returns the Welcome package unopened to Viv at their cost for return shipping.

A Consultant who terminates his, her or its business relationship with Viv has the right to return for repurchase on commercially reasonable terms currently marketable inventory, including product, Viv-produced Sales Aids and Tools in possession of the Consultant purchased by the Consultant for resale within 12 months of the date of termination. For purposes hereof, "reasonable commercial terms" shall mean the repurchase of currently marketable inventory within 12 months from the Consultant's date of purchase at not less than 90% of the Consultant's original net cost less appropriate set-offs and legal claims, if any. In addition, for purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the products' or Sales Aids and Tools' commercially reasonable usable or shelf life period has passed or if Viv clearly discloses to the Consultant prior to purchase that the products or sales aids are seasonal, discontinued or special promotions and are not subject to the repurchase obligation. If a portion of the product, such as a Welcome Kit, has been used, the refund will be prorated.

Note: Only the initial enrollment fees and products and services are subject to this refund policy. Annual renewal fees paid by the Consultant, if any, are not refundable under any circumstance.

### 9.2 Termination Refund Procedure

A written request must be submitted, stating the reason for the return of inventory and/or sales materials and tools, and accompanied by proof of payment and a copy of the purchase order form or packing slip. Viv will contact the Consultant and instruct the Consultant where to ship the product or Sales Materials and Tools for inventory and verification. Upon receipt and inspection of the return, Viv will process the appropriate refund. The Consultant must pay the cost of return freight.

### 9.3 Offset of Commissions Upon Refund

All commissions, overrides and/or bonuses paid to a terminated Consultant and the Consultant's Upteam as a result of any product or service returned or canceled must be repaid to Viv from the Consultants receiving such commissions, overrides and/or bonuses. Viv may deduct such amounts from any commissions or other amounts owed to such Consultants.

### 9.4 Returns for Residents of Certain States

Consultants who are residents of Montana who cancel their Viv business within 15 days of enrollment are entitled to a 100% refund of any monies paid to participate in Viv. Where any other state may require a different buyback policy than Viv's, that state's buyback policy will apply.

### 9.5 Customer Refunds

Customer refunds are processed according to the specific product terms and conditions agreed to during sign up. Please advise Customers to reference the specific product refund policy provided by Viv.

### 10.1 Nonrenewal

A Consultant may voluntarily cancel the Consultant Agreement by failing to renew the Consultant Agreement on its anniversary date as required by Section 1.3. Viv may also elect not to renew the Consultant Agreement upon its anniversary date.

### 10.2 Voluntary Cancellation

Consultants have the right to cancel the Consultant Agreement at any time for any reason. Cancellation must be submitted in writing to Viv's Consultant Services Department from the Consultant's email address on file or submitted to Viv's principal business address. The written notice must include the

## SECTION 10

# CANCELLATION

Consultant's name, address, Consultant Identification Number and signature (if in hard-copy form).

### 10.3 Involuntary Cancellation

A Consultant's violation of any terms of the Agreement may result in any of the disciplinary actions listed in Section 11.2, including the immediate and involuntary cancellation of the Consultant Agreement upon written notice. Cancellation shall be effective on the date on which written notice is emailed, shipped (e.g., FedEx, UPS) or mailed to the Consultant's last known address on file. Viv may terminate the Consultant Agreement upon 30 days written notice in the event Viv elects to cease (i) selling its products and services through direct selling or network marketing channels or (ii) its business operations.

### 10.4 Effect of Cancellation on a Viv business

Following nonrenewal, voluntary or involuntary cancellation of the Consultant Agreement (each a "cancellation"), the former Consultant shall have no right, title, claim or interest to the Consultant's Viv business, Organization, or to receive any future bonuses or commissions from the sales generated by the Viv business or Organization. A Consultant whose business is cancelled will lose all rights as a Consultant; may not represent himself, herself or itself as a Consultant; may not have the right to promote the sale of Viv products and services; and must immediately stop all use of Viv's Confidential Information and Intellectual Property.

#### 10.4.1 Effect of Cancellation on Commissions

A canceled Consultant shall receive bonuses and commissions only through the last full pay cycle the Consultant was Active. Failure to remit renewal payment will place a Consultant's account in a Suspended Status, during which commissions will be held. After 60 days of non-payment, the account will be cancelled effective as of the original non-renewal date and the Consultant will lose all rights to future commissions after the original non-renewal date. There is no "roll-up" or "compression" of Consultants and Customers. When a Consultant is cancelled due to violations of the Agreement, bonuses and commissions

to the Upteam of that Consultant resulting from sales that were made with violation of the Agreement may not be paid or, if paid, may be offset by costs incurred related to the violation and may impact the entire Upteam Organization. If an account is reinstated after cancellation, termination or suspension, in Viv's sole discretion, commissions may again resume.

#### 10.4.2 Effect of Cancellation on Customer Agreements

If a Consultant also is a Customer, the Consultant's Customer Agreement shall continue in full force and effect, unless canceled in writing, or according to the terms of the Customer Agreement.

### 10.5 Organization Protection

When a vacancy occurs in an Organization due to the voluntary or involuntary cancellation of a Consultant's Agreement, the Consultants in the Downteam of the cancelled Consultant will remain in their original positions. The Customers enrolled by the cancelled Consultant will remain as Viv Customers unless the Customer voluntarily cancels and will continue to contribute Commissionable Volume under the Compensation Plan to the Upteam. Upteam Consultants will continue to receive bonuses and commissions on qualified Customers as they did prior to the Consultant cancellation event.

### 11.1 Investigation

Viv will endeavor to promptly investigate Customer and Consultant inquiries and complaints concerning a Consultant's marketing practices or other noncompliant activities. During Viv's investigation of a complaint, Viv may, in its sole and absolute discretion, suspend a Consultant account.

### 11.2 Disciplinary Actions

Violation of the Agreement or any other act or omission by a Consultant that, in the sole and exclusive discretion of Viv, may damage its business, regulatory standing, public reputation or goodwill (such act or omission need not be related to the Consultant's Viv business), may result, at Viv's discretion, in one or more disciplinary actions against such Consultant (and/or its

## SECTION 11

## DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

Upteam as set forth in Section 3.1.2), including but not limited to the following:

- a) Requiring the Consultant to take immediate corrective measures;
- b) Issuance of a written warning or admonition;
- c) Prohibiting a Consultant from selling a certain product;
- d) Suspension with payment of any earned bonus or commission, which may include deactivation of the Virtual Office and/or the Consultant's Personal Website;
- e) Suspension without payment of any earned bonus or commissions, which may include any combination of the following:
  - i. Withholding of all or part of the Consultant's bonuses/commissions during the period that Viv is investigating any alleged violation;
  - ii. Ineligibility for Consultant incentive programs including, but not limited to, bonuses, contests, promotions, recognitions, trips, etc.; and/or
  - iii. Deactivation of the Consultant's Virtual Office and/or the Consultant's Personal Website;
- f) Involuntary cancellation of the Agreement; and/or
- g) Any other measure expressly allowed within any provision of the Agreement or applicable law that Viv deems practicable to equitably resolve injuries caused by the Consultant's violation of the Agreement.

In the event it is determined that a Consultant never legally earned certain commissions because of certain illegal or improper actions, those commissions will be not paid, will be offset and/or must be refunded, as determined by Viv in its sole discretion. Each Consultant agrees to cooperate with Viv's investigation of potential violations including, without limitation: (i) responding promptly, completely and truthfully to any inquiries or requests for information or documents (including, but not limited to, books, records, correspondence and electronically stored information) and within two business days of any request; (ii) authenticating documents; and (iii) testifying completely and truthfully. Each Consultant agrees that this duty to cooperate with Viv also applies to any mediation, arbitration, litigation or administrative proceeding.

### 11.3 Grievances and Complaints

When a Consultant has a grievance or complaint with another Consultant regarding any practice or conduct relating to the Consultant's Viv business, the complaining Consultant should report the problem to his or her Sponsor and, if the matter involves an interpretation or violation of the Agreement, it should be reported in writing to Viv. A Consultant observing

a violation of the Agreement by another Consultant should report the violation to Viv either by email or phone. If the report is submitted by email, please provide details such as dates, number of occurrences, persons involved and any supporting documentation. All reports received by Viv will remain anonymous until such time as the Consultant who made the report authorizes Viv to disclose the Consultant's identity or Viv is compelled to do so by subpoena, court order or arbitrator's instruction or otherwise as required by law.

### 11.4 Mediation

Prior to instituting any arbitration as provided in Section 11.5, the parties shall meet in good faith and attempt to resolve through nonbinding mediation any dispute arising from or relating to the Agreement. An individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its own attorney fees, costs and individual expenses associated with conducting and attending the mediation. Mediation shall be held in New York, New York.

### 11.5 Arbitration

#### 11.5.1 Terms of Arbitration

If mediation is unsuccessful, except as otherwise expressly set forth herein, any controversy or claim arising out of or relating to the Agreement, the breach thereof, or the Viv business shall be resolved by binding confidential arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at [www.adr.org](http://www.adr.org). Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to Consultants upon request to Viv. There shall be one arbitrator who shall be an attorney who shall have expertise in business law transactions, and preferably an attorney knowledgeable in the Direct Selling industry. Viv shall select the arbitrator at its sole discretion from the panel which 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 a Consultant files a claim or counterclaim against Viv, the Consultant shall do so on an individual basis and not with any other Consultant or as part of a class action. The arbitrator shall have the right in his or her discretion to authorize the obtaining of discovery, including the taking of depositions of witnesses for the purpose of discovery. The presentations of parties in the arbitration proceeding shall be commenced and completed within 60 days after the selection of the arbitrator and the arbitrator shall render his or

her decision in writing within 30 days after the completion of such presentations. 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. At the request of any party, the arbitrator shall make and provide to the parties written findings of fact and conclusions of law. This agreement to arbitrate shall survive any termination or expiration of the Consultant Agreement. Any modification of this arbitration provision shall not apply retroactively to any dispute which arose or which Viv had notice of before the date of modification. Nothing in this provision shall prevent Viv from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect Viv's interests 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.

### 11.5.2 Limitation of Arbitrator's Rights

Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of the Agreement. The arbitrator shall not have the power to rule upon or grant any extension, renewal or continuance of the Consultant Agreement. The arbitrator shall not have the power to award special, incidental, indirect, punitive or exemplary, or consequential damages of any kind or nature, however caused.

### 11.5.3 Confidentiality

All communications, whether oral, written or electronic, in any negotiation, mediation or arbitration pursuant to this section shall be treated as confidential and those made in the course of negotiation or mediation, including any offer, promise or other statement, whether made by any of the parties, their agents, employees, experts or attorneys, or by the mediator shall also be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and shall be inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiation or mediation.

### 11.5.4 Disputes Not Subject to Arbitration

Notwithstanding the provisions of this Section 11, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Intellectual Property or Confidential Information of Viv without Viv's prior written consent. Viv may seek any applicable remedy in any applicable forum with respect to these disputes. In addition to monetary damages, Viv may obtain injunctive relief against a Consultant for any violation of the Agreement or misuse of the Intellectual

Property or Confidential Information.

### 11.6 Equitable Relief

Notwithstanding the foregoing arbitration agreement, nothing in the Agreement shall prevent either party from applying to and obtaining from any court having jurisdiction a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect the party's interests 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.

### 11.7 Class Action Waiver

All disputes arising from or relating to the Agreement, or arising from or relating to the Viv business, shall be brought by a Consultant and proceed on an individual basis via mediation and arbitration. Consultants' waive their rights to pursue any arbitration or other action against Viv and/or their respective subsidiaries and parent entities, owners, officers, directors and agents on a class or consolidated basis.

### 11.8 Liquidated Damages

In any case which arises from or relates to the wrongful termination of an Agreement and/or Viv business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of an Agreement and/or loss of Viv Business is proven and held to be wrongful under any theory of law, a Consultant's sole remedy shall be liquidated damages. Calculated liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Compensation Plan in the 3 months immediately preceding the termination. Gross compensation shall include commissions and bonuses earned by the Consultant pursuant to the Viv Compensation Plan.

### 11.9 Governing Law, Jurisdiction and Venue

The laws of the State of Delaware shall govern all matters relating to or arising from the Agreement. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the state and federal courts in Norwalk, Connecticut.

### 11.10 Survival

Any provision of the Policies, which, by its terms, is intended to survive termination or expiration of the Agreement shall so survive, including, without limitation, the arbitration, non-solicitation, non-disparagement indemnification and Confidential Information covenants contained in the Policies.

### 11.11 Louisiana Residents



Notwithstanding the foregoing dispute resolution provisions regarding governing law, jurisdiction and venue, residents of the State of Louisiana shall be entitled to bring an action against Viv in their home forum and pursuant to Louisiana law.

### 11.12 Damage Limitation

In any action arising from or relating to the Agreement, Consultant waives all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. Consultant further waives all claims to exemplary and punitive damages.

### 11.13 Indemnification

Consultants agree to indemnify and hold harmless Viv and Viv Related Parties from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, the Consultant's (i) activities as an Consultant; (ii) breach of the terms of the Agreement or fraudulent, deceptive, negligent or unethical actions and/or (iii) violation of or failure to comply with any applicable federal, state or local law or regulation.

### 11.14 Understanding

It is agreed that the Agreement shall not be construed against Viv. Each Consultant acknowledges that the Consultant has had the Opportunity to consult with an attorney prior to entering the Consultant Agreement.

### 11.15 Severability

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

### 11.16 Waiver

Viv's failure to exercise any right or power under the Agreement, or its failure to insist upon strict compliance by the Consultant with any obligation or provision of the Agreement, shall not constitute a waiver of Viv's right to demand compliance with the Agreement at any time in the future. Waiver by Viv can only be effectuated in writing by an Authorized Officer of Viv and will be specific to the Consultant granted the waiver, unless otherwise stated. Viv's waiver of any particular breach by a Consultant shall not affect or impair Viv's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Consultant nor shall any delay or omission by Viv to exercise any right arising from a breach affect or impair Viv's rights as to that or any subsequent breach.

### 11.17 Delays and Changes in Law

Viv 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 including, without limitation, strikes, labor difficulties, technology challenges, vendor mistakes and delays or product provider mistakes and delays, including utility communications, loss of access to market billing data, riot, war, fire, death, storms and curtailment of a party's source of supply or government decrees or orders.

### 11.18 Copyright Restrictions

With respect to purchases from Viv, Consultants must abide by all copyright restrictions and protections.

### 11.19 Price Changes

Prices for Viv's products, services, consultant enrollment fee and/or renewal fee and literature are subject to change without prior notice.

### 11.20 Sales Tax

To ensure compliance with the sales and use tax requirement of each state, unless required otherwise by state law, Viv will collect and remit all applicable sales and use taxes on products, Sales Aids and Tools and applicable services sold to Consultants, as required by law. The applicable rate of tax due shall be based on the address to which the product and/or material is shipped. For reference, record of all Viv Consultant purchases will be stored within the Consultant's Virtual Office noting the details of the purchase and relevant taxes collected.

### 11.21 No Liability

To the extent permitted by law, Viv shall not be liable for, and each Consultant releases Viv from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by a Consultant as a result of (i) the breach by a Consultant of the Agreement and/or the terms and conditions of the Policies; (ii) the operation of the Consultant's business; or (iii) the failure to provide any information or data necessary for Viv to operate its business, including, without limitation, the enrollment and acceptance of a Consultant into the Compensation Plan or the payment of commissions and bonuses.

### 11.22 Notice

Any communication, notice or demand of any kind whatsoever, which either the Consultant or Viv may be required or may desire to give or to serve upon the other shall be in writing and delivered either (i) by electronic communication (whether by email or telecopy), (ii) personally or by same-day local courier services or overnight express delivery services; or (iii) by registered or certified mail, postage pre-paid, return receipt requested. Any such communication, notice or demand shall be deemed to have been given or served on the date personally received by personal service or overnight courier service, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or the other evidence if delivery is by mail. Any party may change its address for notice by giving written notice to the other in the manner provided in this Section.

### 11.23 Disclaimer of Liability

VIV IS NOT LIABLE FOR ANY LIABILITY, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, INJURIES AND LIABILITIES OF ANY NATURE WHATSOEVER WHICH CONSULTANTS MAY NOW OR HEREINAFTER BE ENTITLED TO ASSERT, INCLUDING BUT NOT LIMITED TO ANY DEATH, INJURY, LOSS OF ENJOYMENT, PROPERTY DAMAGE OR OTHER HARM OR LOSS OF ANY NATURE, ANY CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY RIGHTS, PERSONALITY RIGHTS, "MORAL RIGHTS" OR DEFAMATION, AND ANY AND ALL TAXES AND OTHER CHARGES OR DEBTS LEVIED, ASSESSED, OR COLLECTED, WHETHER CAUSED BY OR CONTRIBUTED TO, RELATING TO OR ARISING FROM PARTICIPATION IN ANY VIV OR VIV-RELATED ACTIVITY, USE OR MISUSE OR FAILURE OR INABILITY TO USE ANY VIV AND/OR ANY OTHER ACTIVITIES CONSULTANTS MAY CHOOSE TO CONDUCT, INCLUDING, BUT NOT LIMITED TO, ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. CONSULTANTS VOLUNTARILY ASSUME ALL RISKS OF LOSS, DAMAGE OR INJURY THAT MAY BE SUSTAINED BY THEM OR THEIR PROPERTY OR ANY PROPERTY USING OR PARTICIPATING IN THE VIV BUSINESS.

## SECTION 12 DEFINITIONS

**Active** – An Enrolled Consultant is considered "Active" after the Consultant has acquired the required personal customer points (PCP) of product or other qualified sales activity as required by the Compensation Plan and is in Good Standing.

**Affiliate** – "Affiliate" shall mean, as to any person or entity, any other person or entity that, directly or indirectly, controls, is controlled by or is under common control with such person or entity. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") of a person or entity means the possession, directly or indirectly, of the power: (i) to vote more than fifty percent (50%) of the voting stock of such person or entity; or (ii) to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting stock, by contract or otherwise.

**Affiliate Marketing** – A method for a company to sell its products by signing up individuals or companies ("affiliates") who market the company's products for a commission.

**AutoPilot** – An electricity auto-switching service which manages a Customer's account and attempts to ensure he or she is always on a competitive plan that saves money on an annualized basis.

**Bonus Buying** – Any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that

is not driven by bona fide product or service purchases by end user consumers and includes, but is not limited to, (i) purchasing products or services through a straw man, nonexistent person or Business Entity or other artifice; (ii) the enrollment of individuals or Business Entities and/or execution of a Consultant or Customer Agreement without their knowledge; (iii) the fraudulent enrollment of an individual or Business Entity and services through independent contractors for sale directly to the consumer.

**Business Entity** – A Consultant account that is owned by a partnership, corporation, limited liability company or other business type, not an individual.

**Cancellation** – The non-renewal or voluntary or involuntary termination of a Consultant Agreement.

**Co-Applicant** – Any additional person added to the Consultant's account with approval by the Consultant and who has full rights to the account. The Co-Applicant may be removed from the account at any time.

**Compensation Plan** – An outlined bonus and commission payout structure used to pay Viv Consultants.

**Competing Activity** – Any other Direct Selling network marketing business or opportunity.



**Consultant account, or "Consultantship"** – One single account and one single placement in the organizational lineage, held by an individual, business or non-profit organization.

**Consultant Identification Number** – A unique identification number assigned to each Consultant by Viv. Authorized Officer – The chief executive officer of Viv or any other elected officer of Viv.

**Consultant Support** – A team dedicated to providing outstanding support services to Viv Consultants.

**Customer** – An individual or Business Entity who has purchased products or services from Viv and/or its suppliers or vendors.

**Customer Agreement** – The Customer Application and Agreement form completed and signed by the Customer that authorizes Viv's energy provider to become the Customer's energy supplier.

**Direct Selling** – A retail/network marketing channel for the distribution of goods and services.

**Downteam** – All Consultants enrolled below a Consultant in the Consultant's line of sponsorship are considered to be part of the Downteam.

**Enrolled Consultant** – A Consultant is considered "Enrolled" after he or she has paid a Consultant enrollment or renewal fee (as applicable), and submitted a complete and accurate Consultant Agreement.

**Ethics Department** – The Viv department that ensures Consultant compliance with the Agreement.

**Gifting** – Offering, using cash or monetary incentives, promotions, prizes, bonuses or any other benefit in connection with the sale of Viv's products and services or for the purposes of recruiting new Consultants.

**Good Standing** – Consultant is in "good standing" if the Consultant (i) has no outstanding fees or other monies owed to Viv, (ii) is under no active compliance inquiry, (iii) is not in Suspension or (iv) is not otherwise in violation of the terms of the Agreement.

**Household** – The persons who occupy a housing unit. A housing unit is a house, an apartment, a mobile home, a group of rooms or a single room that is occupied (or, if vacant, is intended for occupancy) as separate living quarters. The occupants may be a single family, two or more families living together, one person living alone or any other group of related or unrelated persons who share living arrangements.

**Immediate Household** – Heads of Household and dependent family members residing in the same Household.

**Line** – Each one of the Consultants enrolled immediately underneath a Consultant and the Consultant's respective Organization represents one "line" in a Consultant's Organization.

**Opportunity** – The business afforded to Consultants under the Agreement.

**Organization** – The Customers enrolled and the Consultants sponsored placed in a particular Consultant's Downteam.

**Recruit** – The actual or attempted sponsorship, solicitation, enrollment, encouragement or effort to influence in any other way, either directly, indirectly or through a third party, a potential or existing Viv Consultant or Customer, even if the Consultant's actions are in response to an inquiry made by another Consultant or Customer.

**Sponsor** – The act of enrolling others and training them to become Consultants is called "sponsoring." A Consultant who enrolls another Consultant into Viv is listed as the Sponsor on the Consultant Agreement.

**Suspended Status** – A Consultant in "suspended status" will have no access to Consultant's Virtual Office, no right or capability to enroll Customers, Sponsor Consultants or sell Viv's products or services and may have potential commissions or bonuses withheld.

**Suspension** – One of the disciplinary actions that may be utilized when a Consultant is found to be in violation of the Agreement. Suspension can result in certain disciplinary actions or sanctions including, without limitation, prohibiting Consultants from (i) continued marketing or selling certain or all products or services, (ii) retraining, (iii) receiving commissions, (iv) access to the Virtual Office and (v) receiving recognition.

**Upteam** – The Consultant or Consultants above a particular Consultant in a sponsorship line up to Viv.

**Utility Bill Payment Center** – Any business entity operating as a bill payment center that allows Customers to walk in and make utility bill payments.

**Virtual Office** – A Web-based application provided to each Consultant that includes powerful business-building tools; information and reporting about monthly commissions, genealogy, webinar schedules, news about events and periodic corporate updates.

**Viv Name Badge** – An official Consultant identification badge provided by Viv.

**Viv Report** – An online report generated by Viv that provides critical data relating to the identities of Consultants, sales information and enrollment activity of each Consultant's Organization. This report contains confidential and trade secret information that is proprietary to Viv.

**Viv Wallet Account** – An online digital account used by Viv to facilitate bonuses and commissions to Viv Consultants.

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